

TERMS & CONDITIONS

This document is intended by you and us to be legally binding once signed by both of us. Therefore (a) it is important that you carefully read and understand all of the terms and conditions below and overleaf; and (b) if you do not wish to agree to any of them, or do not understand any of them, you should raise any such concern with us, or ask us for an explanation before you agree to the terms of this document.

The following words have the meanings set out next to them below:

"Minimum Subscription Period" Whilst this Agreement has no fixed term, there is a minimum subscription (the "**Minimum Subscription Period**") as defined under Subscription Plan. The earliest you may cancel the subscription is by giving one month's notice during the first month after the Minimum Subscription Period. You may cancel at any time thereafter by giving one month's notice.

"Cancellation Rights" The earliest you may cancel the subscription is by giving one month's notice during the last month of your Minimum Subscription Period. You may cancel at any time thereafter by giving one month's notice.

"Subscription" means full access each month, for the duration of this agreement (for you and your child(ren) residing full time at the family home), to all Mathematics & English educational content.

"Alternate Payment Method" means the payment method used for the initial subscription amount.

"Subscription Plan"

"We/us" means Estia Tuition

"You"

1. You understand that there are no trial periods, that all Module content is provided remotely and that no home visits or other tuition facilities are offered or provided.
2. You understand that your role in ensuring that your family gains the most from the programme can't be underestimated. You therefore agree to ensure that each of your children allocates adequate time each week to work on the programme and that you'll encourage and motivate them to use it.
3. You agree to pay the Monthly Subscription, if applicable, by either Direct Debit or credit card, for the duration of the Monthly Subscription Period and thereafter until you cancel your subscription. In the event that a Direct Debit payment is unsuccessful, you agree that We may use the Alternate Payment Method for this payment.
4. If you give notice to cancel in accordance with your Cancellation Rights, you will need to make one final payment in the cancellation period. You will still be provided with the Module content during the cancellation period.
5. In exceptional circumstances in which you have good reason to no longer require the Subscription, we may consider allowing you to cancel the Subscription before the expiry of the Minimum Subscription Period and/or without giving one month's notice. Such circumstances might include, but are not limited to, relocating abroad or a family bereavement. You should contact us and talk to us if any exceptional circumstances arise and we will always act reasonably in considering your requests.
6. We will aim to provide access to the online services &/or any associated support services within 24 hours of the date of this Agreement.
7. If any payments made by you to us by cheque or credit card are returned for re-presentation or dishonoured then you will be liable to us for any reasonable administration charges which we incur in connection with the returned or dishonoured payments.
8. We will ensure that the online Module content is of a satisfactory quality and fit for the normal purpose for which it is provided. You must: a) as soon as reasonably possible after access to the online services endeavour to tell us of any alleged fault or problem relating to the online services; and b) in any event confirm this in writing to us as soon as reasonably possible after access to the online services.

9. The Estia platform and system, through which the Module content is provided, utilises a number of Technical Protection Measures (TPMs) which fall into two categories; Access Control and Copy Control. These are for the protection of our propriety materials, ensuring the prevention of illegal or unauthorised copies or the unlawful use of these materials. Access to the Platform is only possible through the use of our password control systems and various encryption codes as supplied by us to you upon starting the Subscription.
10. In order to use the Module content, you must:
 1. use one of the following internet browsers and with a version no older than as specified; Internet Explorer version 11, Microsoft Windows Edge 14, Firefox version 52, Chrome version 56, Opera version 45, Safari 10, iOS Firefox 20, iOS Safari 10, Samsung Internet 7.2 (we reserve the right to update this list from time to time in accordance with technological updates and advancements);
 2. use a device (desktop, laptop, tablet or notebook) that is capable of running one of the above internet browsers without being at maximum processing or memory capacity. However, iPads do not support all question and answer types and should not be used;
 3. use an internet connection (including wifi), that has sufficient bandwidth and speed to perform video-streaming. Some aspects of the Module content will be adversely impacted with a poor internet connection and/or low available bandwidth.
11. Whilst the Platform will operate and function on a mobile/smart phone, we do not recommend, or support use of the Platform with any form of mobile phone. In part, this is due to the poor graphical interface available on mobile phones and it will not deliver the best academic practices for the materials delivered as part of the Module content.
12. The response rate, quality of graphics and quality and streaming of videos may be determined on the age, processor and RAM of the device being used. Whilst the Module content may operate on some netbooks, we do not recommend or support use of the Module content on such devices.
13. You may not assign, sell or otherwise transfer any module or any other benefit under this Agreement to a third party.
14. We will try to resolve any disagreements which may arise quickly and efficiently, in line with our complaints procedure, a copy of which can be found at <https://www.estiatuition.com/complaints-procedure/>.
15. We may (unless otherwise requested at any time in writing by you) exchange information as appropriate about you with: (1) other companies within the Estia Tuition group; and/or (2) a third party in the interests of assisting with any matter arising from the provision of the Subscription which was clearly entered into as a result of an agreement with that third party and/or to complement the services of such a third party.
16. We may contact you (by post, e-mail or otherwise) about matters relating to the provision of its online services or other associated services unless informed otherwise by you.
17. Where more than one person is named as "the Customer", each will be entitled to full information about the Subscription, the Modules &/or other support services provided (and may be contacted by us or our agents in such respects), without reference to the other.
18. We will endeavour to provide an uninterrupted service but may not be held responsible for outages or faults beyond our reasonable control which may affect access to our services including, but not limited to, third party Internet Service Provider connectivity issues, intermittent technological issues and required system maintenance, repairs and upgrades.
19. We confirm that we hold all necessary rights and licenses to supply the Module content to you.