

Terms of Service

Terms governing the provision and use of tuition services

Business	Brad James trading as Mr James Maths Tuition
Policy	Terms of Service
Updated	27/07/2026
Applies to	Customers and students using online or in-person tuition services

Important: A booking becomes binding only when the Business issues written acceptance after the Customer has received the applicable prices, terms and policies. Statutory consumer rights are not restricted.

Document status

These Terms set out the principal contract terms for tuition and related services supplied by Brad James, a sole trader trading as Mr James Maths Tuition. They apply when supplied before booking confirmation and accepted by the Customer.

1. Parties, Definitions and Contract Documents

- 1.1** These Terms govern services supplied by Brad James, a sole trader trading as Mr James Maths Tuition ('the Business', 'we', 'us' or 'our'). 'Customer' means the adult who enters into the contract and is responsible for payment. 'Student' means the person receiving tuition.
- 1.2** Where the Student is under eighteen (18), the Customer must be a parent, guardian or other adult with authority to arrange tuition and make contractual decisions for the Student.
- 1.3** The contract consists of the Booking Confirmation, these Terms, the Bookings Policy, Block Booking Policy, Cancellation Policy, Refund Policy and any other contractual policy supplied before confirmation. The Privacy Policy, safeguarding arrangements and applicable Parent, Student and Tutor Codes of Conduct also apply according to their terms.
- 1.4** If documents conflict, an expressly agreed term in the Booking Confirmation takes priority for the specific commercial detail concerned; otherwise, the more specific policy takes priority for its subject matter. No document takes priority over a statutory right that cannot lawfully be excluded or restricted.

2. Services

- 2.1** The Business provides private mathematics tuition and related educational support, which may include GCSE, Functional Skills, Statistics, 11+ and 12+ (including CAT4) preparation, delivered online or in person as stated in the Booking Confirmation.
- 2.2** The scope, delivery method, Session length, timetable and any agreed resources will be stated in the Booking Confirmation or subsequently agreed in writing.
- 2.3** The Business will provide services with reasonable care and skill and within any agreed time, or otherwise within a reasonable time.
- 2.4** Tuition supports learning but does not replace school attendance, the Student's own study or professional educational, medical or other specialist advice where that is required.

3. Booking and Contract Formation

- 3.1** An enquiry or provisional reservation is not a binding booking. The Customer's order is an offer to purchase the services described in the booking information.
- 3.2** A contract is formed only when the Business issues written confirmation accepting the booking, after the Customer has been given the applicable terms, prices and policies and has indicated acceptance. Payment alone does not oblige the Business to accept an unconfirmed booking.
- 3.3** The Customer must check the Booking Confirmation promptly and notify the Business of any error. Agreed changes must be recorded in writing.
- 3.4** One-to-one tuition is normally sold as a Block Booking. The number of Sessions, Session rate, total price, any discount and the standard rate used for a permitted early-cancellation recalculation must be disclosed before confirmation.

4. Prices, Payment and Administration Services

- 4.1** Prices, payment dates and accepted payment methods are stated in the Booking Confirmation. Unless otherwise agreed, payment is required in advance and any invoice must be paid by its stated due date.

- 4.2** Every one-to-one Block Booking includes a separately identified £100.00 booking-administration service. Its price and scope will be disclosed before confirmation and are separate from tuition charges.
- 4.3** If the Customer expressly requests that booking administration begin during any statutory cancellation period, a fair and proportionate amount may be payable for work actually performed. The full £100.00 is payable only once that administration service has been substantially completed. Any deduction will be reduced where the work completed does not reasonably justify the full fee.
- 4.4** Examination-entry services may carry a separately disclosed £80.00 administration fee. It is distinct from the Block Booking administration fee and may be retained or deducted only to the extent that it fairly reflects work performed and reasonable costs incurred. Examination-board fees and other irrecoverable third-party costs may also be payable where clearly disclosed and actually incurred, without double recovery.
- 4.5** The Customer must contact the Business promptly if payment difficulty arises. The Business may pause future services after reasonable written notice while an overdue amount remains unpaid, but this does not affect services already paid for or either party's statutory rights.

5. Customer and Student Responsibilities

- 5.1** The Customer must provide accurate booking and contact information and disclose information reasonably necessary for safe and suitable delivery, including relevant learning needs, accessibility requirements and emergency arrangements.
- 5.2** The Student must attend punctually, participate appropriately, follow reasonable instructions and treat the Tutor, other people, premises and equipment respectfully. The applicable Parent and Student Codes of Conduct form part of these requirements where supplied before confirmation.
- 5.3** For in-person tuition, the Customer is responsible for safe arrival, collection and any agreed adult attendance in accordance with the Parent Attendance and Child Collection Policy. The Business does not assume general childcare responsibility outside the agreed Session.
- 5.4** The Customer is responsible for the accuracy and legality of materials supplied to the Business and must not provide content that infringes another person's rights.

6. Online Tuition

- 6.1** The Customer must provide a suitable device, reliable internet connection, compatible software and a safe, quiet learning environment. Any specific platform requirements will be notified before the relevant Session.
- 6.2** The Customer must not record, photograph, livestream or distribute a Session without the Business's prior written consent and, where relevant, the consent of every person recorded. The Business will not record a Session without an appropriate lawful basis and prior notice.
- 6.3** If a Session is materially disrupted by a technical failure within the Business's control, the Business will offer a reasonable remedy, which may include resuming, rearranging or crediting the affected part. Customer-side technical failures are dealt with under the Cancellation Policy, taking account of the circumstances and fairness.

7. Cancellations, Rescheduling and Attendance

- 7.1** Cancellations and requests to rearrange must be made by Written Notice in accordance with the Cancellation Policy. 'Written Notice' means an email or text sent to the contact details stated in the Booking Confirmation or relevant policy.

- 7.2** A cancellation with less than twenty-four (24) hours' notice may make the affected Session chargeable only as permitted by the Cancellation Policy and where the charge fairly reflects the reserved service and the Business's reasonable loss, taking account of costs saved or any replacement booking obtained.
- 7.3** If the Business cancels a Session, it will offer a reasonable alternative date or refund or credit the amount paid for the undelivered Session. The Customer will not be charged an administration fee or lose a discount because of the Business's cancellation or breach.
- 7.4** Late arrival does not normally extend the scheduled end time. If the Tutor is late, the lost time will be made up or fairly credited.

8. Refunds and Block Booking Adjustments

- 8.1** Refund requests and calculations are governed by the Refund Policy and must be made in writing to the contact address stated there.
- 8.2** Where the Customer cancels a Block Booking early, delivered Sessions may be recalculated at the disclosed standard rate only if that consequence and rate were clearly provided before confirmation and the result is fair. No recalculation applies where the Customer ends the contract because of the Business's breach.
- 8.3** Any refund deduction must reflect services supplied, fair charges that have become payable and reasonable evidenced loss. The Business will not recover the same work, cost or loss more than once or retain a sum as a penalty.

9. Statutory Cancellation Rights

- 9.1** Where a consumer contract is made online, by telephone or away from the Business's premises, the Customer may have a statutory right to cancel within fourteen (14) days beginning on the day after the contract is entered into. Details and a cancellation method will be supplied where the right applies.
- 9.2** Tuition and any separately identified administration service will begin during that period only following the Customer's express request for the particular service to begin early. If the Customer then cancels, only a proportionate amount permitted by law may be charged for that service up to cancellation.
- 9.3** A statutory cancellation right for a service may be lost only after that service has been fully performed, where the Customer expressly requested early performance and acknowledged in advance that the right would be lost on full performance. Substantial performance alone does not remove the right.
- 9.4** Nothing in this section limits any separate right relating to faulty goods, non-conforming digital content or services not provided with reasonable care and skill.

10. Educational Outcomes and Third Parties

- 10.1** Progress depends on factors outside the Business's control, including attendance, engagement, prior knowledge, independent study, health and personal circumstances. The Business does not guarantee a particular grade, examination result, pass, progression decision or other academic outcome.
- 10.2** Examples, estimates and testimonials describe individual experiences and are not guarantees. Nothing in these Terms excludes responsibility for information about the Business or services that forms part of the contract under applicable consumer law.
- 10.3** The Business is not responsible for syllabus changes, marking, grading, admissions or other decisions made independently by schools, examination boards, awarding bodies or other third parties, but remains responsible for its own acts and omissions.

11. Learning Materials and Intellectual Property

- 11.1** Unless otherwise stated, copyright and other intellectual-property rights in materials created or supplied by the Business remain with the Business or the relevant rights holder.
- 11.2** The Customer and Student receive a personal, non-exclusive, non-transferable licence to use supplied materials for the Student's private study. Materials must not be sold, published, shared publicly, uploaded to another service or used commercially without prior written permission.
- 11.3** This section does not restrict lawful quotation, fair dealing or any other use permitted by law, and does not transfer ownership of materials provided by the Customer.

12. Safeguarding, Conduct and Ending Services

- 12.1** Safeguarding concerns will be handled under the Business's safeguarding procedures. Where necessary to protect a child or another person, information may be shared with an appropriate safeguarding lead, authority or emergency service in accordance with law.
- 12.2** Either party may end the contract by Written Notice in accordance with the cancellation and refund terms. The Business may suspend or end services immediately where there is a serious safeguarding risk, violence, abuse, harassment, unlawful conduct or a material breach that cannot reasonably be remedied.
- 12.3** For a remediable breach, the Business will normally give reasonable written notice and an opportunity to put matters right before ending services. Any refund will be calculated fairly for undelivered services, and statutory remedies remain unaffected.

13. Liability and Consumer Rights

- 13.1** Nothing in the contract excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of statutory rights, or any other liability that cannot lawfully be excluded or limited.
- 13.2** Subject to clause 13.1, the Business is not responsible for loss that was not reasonably foreseeable when the contract was formed, loss caused by inaccurate information supplied by the Customer, or business losses incurred by a consumer using the services mainly for private purposes.
- 13.3** The Customer must take reasonable steps to reduce avoidable loss. The Business remains responsible for direct, reasonably foreseeable loss caused by its breach of contract or failure to use reasonable care and skill.

14. Events Outside Reasonable Control

- 14.1** Neither party is responsible for delay or failure caused by an event outside its reasonable control. The affected party must notify the other as soon as reasonably practicable and take reasonable steps to reduce the disruption.
- 14.2** If the Business cannot provide a Session, it will offer a reasonable rearrangement, credit or refund. If disruption continues for a significant period, either party may end the affected services and the Customer will receive a fair refund for services not supplied, subject only to lawful deductions.

15. Privacy and Confidentiality

- 15.1** Personal information is handled in accordance with the Business's Privacy Policy and applicable data-protection law. The Customer must ensure that information provided about the Student is accurate and that they have authority to provide it.
- 15.2** The Business will keep confidential information private except where disclosure is authorised, reasonably necessary to provide the services, required by law, or necessary for safeguarding or the prevention of serious harm.

16. Complaints

- 16.1** Complaints should be submitted using the contact details and process in the Complaints Policy. The Business will investigate and respond fairly within the timescales stated there.
- 16.2** Using the complaints process does not remove or reduce any statutory right, remedy or applicable right to seek independent advice or dispute resolution.

17. General Terms

- 17.1** Notices must be sent using the contact details in the Booking Confirmation or relevant policy. Email or text is treated as received when delivered to the recipient's system unless the sender receives a failure notification.
- 17.2** A delay or failure to enforce a right does not waive that right. If a provision is unlawful or unenforceable, it will be treated as modified to the minimum extent necessary or removed, and the remaining provisions will continue in effect.
- 17.3** No person other than the Customer and the Business may enforce the contract, except where applicable law provides otherwise. The Customer may not transfer the contract without written agreement; the Business will not transfer it where doing so would reduce the Customer's rights.
- 17.4** The Business may update these Terms for future bookings. A material change to an existing contract applies only if required by law or expressly agreed with the Customer after the change has been clearly explained.

18. Governing Law and Jurisdiction

- 18.1** These Terms and the contract are governed by the laws of England and Wales. The courts of England and Wales will have jurisdiction, subject to any mandatory consumer right to bring proceedings in another part of the United Kingdom or another competent jurisdiction.