



Service Agreement (Terms & Conditions) between
Ascientia Ltd
And
The Parent & the Student

Definition of Terms

Interpretations for the purpose of the contract

Ascientia Ltd (“**Ascientia**”), the (“**Company**”), is a limited company registered in England & Wales.

The “**Tutor**” means the individual who is providing their services to the Student, introduced by Ascientia through any of the Company’s communication channels; including but not limited our website (the “**Website**” www.ascientia.org), our proprietary platform (the “**Platform**” www.ascientia.org/platform), Email (any @ascientia.org email) or phone.

The “**Student**” means the individual who the Tutor is providing their services to.

The “**Parent**” means the parent (as defined Under *section 576 of the Education Act 1996 (EA 1996)*) of the Student.

The “**Client**” means either the Parent of the Student or the Student, or both, where applicable.

The “**Platform**” (www.ascientia.org/platform) refers to Ascientia’s proprietary web platform for which the Student and Parent are granted accounts and given limited access to.

A “**Lesson**” refers to a timed session/class whereby the Tutor provides their services to the student, through any applicable communication channels including, but not limited to, In Person Tutoring, Phone, Video Conferencing (Skype, Zoom BitPaper, Google Hangouts) or Other Platforms (TutorBox, Bitpaper).

THIS AGREEMENT IS MADE BETWEEN

Ascientia Ltd a company incorporated in England & Wales with registered number 12088564 whose registered office is at 259 Williams Way, Wembley, HA0 2FW, London, United Kingdom.

AND

The Parent or the legal guardian of the **Student**

NOW IT IS AGREED as follows:

1. Ascientia will act as agent on behalf of the Tutor and will introduce the Tutor to the Student and their Parent.
2. Where the Student is of legal age and is solely responsible for arranging and making payment for their tuition, the Student is bound by the contractual obligations of the “Parent” and the “Student” outlined in the following “Terms and Conditions” section.
3. The following Terms and Conditions govern the relationship and dealings between Ascientia and the Parent, and between the Tutor and any Parent of a Student. The Terms and Conditions are applicable when either:
 - a. The Parent or Student accepts or conditionally accepts a Tutor or by email, telephone, written agreement, or on the Ascientia website (the Website), or Ascientia’s Platform or any other of the Company’s communication channels.
or
 - b. The Parent and Student are provided limited access to the Platform and are each granted a unique account on the Platform.

4. Acceptance of a Tutor will result in Ascientia introducing the Tutor to the Student and Parent in a timely manner

Terms and Conditions

A. Lesson Amendments and Cancellation

1. The Parent or Student is entitled to cancel or amend a Lesson arranged with a Tutor without incurring a fee, when at least 24 hours' notice is given to the Tutor of such cancellation or amendment. A Lesson cancelled or amended less than 24 hours before the agreed date and time will incur the full Lesson Fee agreed upon for the Lesson arranged or booked.
2. If the Tutor cancels an arranged Lesson less than 24 hours before the agreed date and time, for any reason other than an accident, an emergency or a severe illness, then the Student or Parent is entitled to request that the following Lesson, up to the same duration as the cancelled Lesson, is offered by the Tutor at half of the agreed Lesson Fee, unless the Parent or Student decides to waive the late cancellation penalty.

B. Payment

1. Payment arrangements will be made directly between Ascientia and the Parent, unless specific provisions have been made and agreed upon by both Ascientia and the Parent, and signed by the Director(s) of Ascientia.
2. Payments at no point should not be made directly to the Tutor at any time.
3. The Student may request access to their "Finances" (management of payments and fees), including partial responsibility for making payments to Ascientia, however the Parent is and will remain responsible for payment unless the Student is of legal age and a formal agreement is made in writing between Ascientia, the Student and the Parent.
4. Upon confirmation by the Client that they agree to proceed with the support of the Tutor proposed by Ascientia, a registration fee of £25 is due to Ascientia, unless a fee waiver is agreed by both Ascientia and the Client. This fee will be charged in the first invoice to be paid by the Client.
5. A monthly service fee of £10 will be charged to the Client Account at the end of every calendar month for the use of Ascientia's services which include, but not limited to, managing and facilitating payments between the Client and the Tutor and providing access to additional resources. This monthly fee can be waived upon written agreement by Ascientia's Director(s).
6. Ascientia will send invoices to the Client on behalf of the Tutor(s), on a bi-monthly basis, on every 15th of the current month for services rendered from the 1st of the current month to the 14th of the current month and on the first day of the current following month for services rendered on from the 15th of the current month to the end of the current month. Invoices are due to be paid by the Client, within 5 working days from when the invoice was sent out by Ascientia.

7. Ascientia reserves the right to charge a fixed late payment fee of £25, unless a mutual arrangement is made between Ascientia and the Client.
8. Tuition fees for Lessons by the Tutor will be calculated at a rate agreed in advance between Ascientia and the Client. Completed lessons will be booked/logged by the Tutor on the Platform or any other arrangement in place.

C. Educational Resources

1. Additional educational resources and material provided by Ascientia to the Student are proprietary to the Company and must not be distributed to any third party unless an agreement is made with Ascientia. Unauthorised distribution will lead to a breach of this contract.
2. The resources provided are not endorsed by the IB Foundation. Ascientia strives to create resources that follow the IB syllabi as closely as possible, however the Company cannot always guarantee this. Ascientia does not accept any liability for any claims by the Student or Parent arising out the use of its educational resources and materials.

D. Miscellaneous

1. Ascientia reserves the right to request that a Tutor stop arranging Lessons with the Student at any time.
2. The Client is not permitted to make private arrangements for tuition with a Tutor introduced by Ascientia.
3. On request, the Client must disclose, to Ascientia, details of each Lesson given by the Tutor.
4. Ascientia does not accept any liability for any claims by the Student or Parent arising out of or related to the carrying out of the tutoring by a Tutor introduced by Ascientia.
5. Ascientia reserves the right to alter these terms and conditions.
6. Unless otherwise agreed in writing by a Director of Ascientia, these terms and conditions shall prevail over any other terms of business or conditions put forward by the Student or Parent.

E. Data Protection

1. Ascientia aim to ensure that the Tutor, the Student or Parent shall abide by standards of data protection that are substantially the same as those set out in the GDPR which requires among other things that Personal Data must be:
 - a. processed lawfully, fairly and in a transparent manner;
 - b. collected for lawful purposes that are clearly specified and only further processed for compatible purposes;
 - c. relevant and limited to what is necessary for the purposes of the processing;
 - d. accurate and kept up to date, with inaccurate Personal Data being erased or rectified without delay;
 - e. kept for no longer than is necessary; and

- f. processed in a secure manner, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage.
2. Ascientia will process Personal Data in accordance with the Data Protection Act 2018. The Company's data protection policies and frameworks can be obtained on the Company's website (website link to be added).

F. Governing Law

This Agreement will be governed and construed in accordance with the laws of England and Wales.

G. Severability

Each of the provisions of this agreement shall be severable and distinct from one another and if at any time any one or more of these provisions (or any part of them) is or become invalid, illegal or unenforceable, the validity, legality, enforceability of each of the remaining provisions of this agreement shall not in any way be affected, prejudiced or impaired thereby.

H. Approval

Acceptance of our services in the manners outlined as stated herein will be taken to represent agreement to these Terms and Conditions.