



Service Agreement

August 2023

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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 the Company’s website (the “**Website**” www.ascientia.org), Email (any @ascientia.org email) or phone.

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

The “**Student**” means the individual who the Tutor is providing tutoring 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.

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, Google Hangouts) or Other Platforms (TutorBox, Bitpaper).

Agreement

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, UK.

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 The Parent or Student:

- a. registers via, the Website, Email or Phone or makes a prepayment (amount of pre-payment determined by Ascientia) to the Company.
 - or
 - b. accepts or conditionally accepts a Tutor or by email, telephone, Ascientia's Platform, written agreement, or on the Ascientia website (the Website), or any other of the Company's communication channels. or
 - c. explicitly agrees to the terms and conditions via Ascientia's registration process
4. Registration and pre-payment (3a.), Acceptance of a Tutor (3b.) or Explicit Agreement to the Terms and Conditions (3c.) will result in Ascientia introducing the Tutor(s) to the Student and Parent in a timely manner .
5. Throughout the duration of the service provided by the Tutor(s), Ascientia will be responsible for managing and facilitating payments between the Client and the Tutor(s).

Terms and Conditions

A. Amendments and Rescheduling of Lessons

1. The Parent or Student is entitled to reschedule a Lesson arranged with a Tutor without incurring a fee, when at least 24 hours' notice is given to the Tutor of such amendment. A Lesson cancelled or amended less than 24 hours before the agreed date and time may incur the full Lesson Fee agreed upon for the Lesson arranged or booked.
2. If the Tutor reschedules 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 should not, under any circumstance, be made directly to the Tutor at any point.
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. Payment is outlined in the separate Pricing Structure document and must be adhered to.
5. Ascientia reserves the right to charge a fixed late payment fee of GBP 25 / EUR 30 / USD 30 unless a mutual arrangement is made in writing between Ascientia and the Client.
6. In the event that the Client has not paid their invoice, Ascientia reserves the right to charge the Client's card for the services rendered. Ascientia has the right to suspend the account and services, the invoice will remain outstanding and the Client will still be required to pay it.
7. Tuition fees for Lessons 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 Ascientia's internal system or any other system implemented by Ascientia.

C. Refunds and Disputes

1. A pre-payment for a service or bundle will be refunded in full, minus any third-party transaction costs, if a cancellation is requested by the Client at least 10 working days before the start date of the service.
2. Any fee dispute must be brought directly to Ascientia's attention by email at contact@ascientia.org. Ascientia endeavours to review and resolve all disputes in a fair and impartial manner.

D. 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.

E. 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. A parent/guardian name, email and phone number is always required even if the Student is of legal age and solely responsible for arranging and making payment for their tuition.
5. 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.
6. Ascientia reserves the right to alter these terms and conditions. Any alteration made will be communicated to the client in a timely manner.
7. 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.

F. Data Protection

1. Ascientia aims 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 or upon request.

G. Governing Law

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

H. 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.

I. Approval

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