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## STANDARD SERVICE TERMS AND CONDITIONS

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Please read these terms and conditions carefully.

Upon enrolling into classes at The Russian Supplementary School Luchik (hereafter, "School") a binding contract is formed and your (or your child's) attendance at our classes will be strictly subject to full adherence to these terms and conditions.

Please note that if any parent or student is in material or persistent breach of any of these terms and conditions, School reserves the right immediately to terminate the contract with you and/or exclude your child from attending further classes at School on a temporary or permanent basis, without further liability to you.

*These Terms and Conditions ("T&C") apply to any event, audition or course/class organised by The Russian Supplementary School Luchik.*

### BACKGROUND:

These Terms and Conditions are the standard terms for the provision of services by The Russian Supplementary School Luchik (registered with the National Resource Centre for Supplementary Education (NRCSE) under number NRC1357) of Russian Speaking Community Milton Keynes (RSCMK) registered with the Milton Keynes Council Community Groups Registration Scheme under number 939 whose main trading address is at The Hazeley Academy, Emperor Drive, Milton Keynes, MK8 0PT ("the School", "We").

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Application Form"</b>	means your application for enrolment into classes at the School;
<b>"Business Day"</b>	means any day other than a Saturday, Sunday or bank holiday;
<b>"Calendar Day"</b>	means any day of the year;
<b>"Class Hour"</b>	means the amount of time, lasting from 30 to 60 minutes depending on pupils' age, that elapses during a single classroom period in the School.
<b>"Contract"/ "Parent Contract"</b>	means the contract for the provision of Services, as explained in Clause 3;
<b>"Fees"/ "Tuition Fee"</b>	means an advance payment made to Us under sub-Clause 5.5;

<b>“Month”</b>	means a calendar month;
<b>“Order”</b>	means your order for the Services
<b>“Order Confirmation”</b>	means Our acceptance and confirmation of your Order as described in Clause 3;
<b>“Price”</b>	means the price payable for the Services;
<b>“School Day”</b>	means a Saturday, excluding Saturdays during the School Holidays;
<b>“School Hours”</b>	means the period of the day (especially Saturday) when School is opened;
<b>“School Period”</b>	means a block of time allocated for lessons, classes in School; they typically last between 30 and 60 minutes (depending on the age of pupils), with around 3-6 periods per School Day (Saturday). The School determine the number and length of these periods for each class.
<b>“School Term”</b>	means a portion of an academic year, the time during which a school holds classes.
<b>“Services”</b>	means the services which are to be provided by Us to you as specified in these T&C, our Contract, your Order (and “Order Confirmation”), or other mutual signed documents
<b>“Special Price”</b>	means a special offer price payable for Services which We may offer from time to time;
<b>“Student”/ “School pupil”</b>	means a person, especially a child at School, who is learning under the close supervision of a teacher at School;
<b>“Teacher”</b>	means a person who helps others to acquire knowledge, competences or values.
<b>“We/Us/Our”</b>	means The Russian Supplementary School Luchik (registered with the National Resource Centre for Supplementary Education (NRCSE) under number NRC1357) of Russian Speaking Community Milton Keynes (RSCMK) registered with the Milton Keynes Council Community Groups Registration Scheme under number 939 whose main trading address is at Hazeley Academy, Emperor Drive, Milton Keynes, MK8 0PT

- 1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, text message or other means.

## 2. Information About Us

- 2.1 The School is the Russian Supplementary School Luchik (registered with the National Resource Centre for Supplementary Education (NRCSE) under number NRC1357) of Russian Speaking Community Milton Keynes (RSCMK) registered with the Milton Keynes Council Community Groups Registration Scheme under number 939 whose main trading address is at Hazeley Academy, Emperor Drive, Milton Keynes, MK8 0PT.
- 2.2 The full information about the School, the teaching process, teachers, subjects, methods of teaching, the School events, the School success and awards is elucidated on the website <http://www.ru.russianschoolmk.co.uk>
- 2.3 The School must not and doesn't provide any information about Russian Speaking Community Milton Keynes (RSCMK) and its Members, about the internal documents of the Community.

The information which is placed on the website about the study in the School is an example of the teaching process and method. However, this doesn't mean that a class where will study 7-year-old children will have the same method and teaching process as 3-year-old children. The details of the teaching process and methods differ and depend on the age of children and the features of training of the specific teacher and his/her teaching program.

## 3. The Contract

- 3.1 These Terms and Conditions govern the sale and provision of Teaching Services by Us and will form the basis of the Contract between Us and you. Before submitting an Order/ Application form, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by us including, but not limited to, promotion literature, leaflets, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order/ Application constitutes a contractual offer that We may, at our discretion, accept.
- 3.3 A legally binding contract between Us and you will be created upon our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.
- 3.4 We shall ensure that the following information is given or made available to you (in any form, written or verbal) prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:
  - 3.4.1 The main characteristics of the Services;
  - 3.4.2 Our identity (set out above in Clause 2) and contact details (as set out below in Clause 11);
  - 3.4.3 The total Price for the Services including taxes or, if the nature of the Services is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
  - 3.4.4 The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Services;
  - 3.4.5 Our complaints handling policy;

- 3.4.6 The duration of the Contract, where applicable, or if the Contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract.
- 3.5 For the enrolment into Classes at the School, parents sign a *Parent Contract* which forms their special terms and conditions, and these are sent to them annually each summer for the following school year.

#### **4. Orders/Applications**

- 4.1 All Orders/Application for Services made by you will be subject to these Terms and Conditions.
- 4.2 You may change your Order/Application at any time before we begin providing the Services by contacting us. Requests to change Orders/Application need to be made in writing.
- 4.3 If your Order/Application is changed, we will inform you of any change to the Price in writing.
- 4.4 You may cancel your Order/Application within two weeks of placing it. If you have already made any payments to Us under Clause 5 (including, but not limited to the Deposit), subject to sub-Clause 5.6, the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation. If you request that your Order/Application be cancelled, you must confirm this in writing. If you wish to cancel the Services after this time period, or once we have begun providing the Services, please refer to Clause 10.
- 4.5 We may cancel your Order/Application at any time before we begin providing the Services due to the unavailability of required personnel or materials, due to a shortage of the pupil's places in the Class, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, we will inform you as soon as is reasonably possible. If you have made any payments to Us under Clause 5 (including, but not limited to the Deposit), the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of Us informing you of the cancellation. Cancellations will be confirmed in writing.

#### **5. Price and Payment**

- 5.1 The Price of the Services will be that shown in Our Fee Policy in place at the time of your Order/ Application. If the Price shown in your Order/ Application differs from Our Current Price We will inform you upon receipt of your Order/Application.
- 5.2 If We quote a Special Price which is different to the Price shown in Our Current Fee Policy, the Special Price will be valid for two weeks, or, if the Special Price is part of an advertised special offer, for the period shown in the advertisement. Orders/Applications placed during this period will be accepted at the Special Price even if We do not accept the Order/Applications until after the period has expired.
- 5.3 Our Prices may change at any time but these changes will not affect Orders/Applications that We have already accepted.
- 5.4 All Prices include VAT. If the rate of VAT changes between the date of your Order/Application and the date of your payment, we will adjust the rate of VAT

that you must pay. Changes in VAT will not affect any Prices where We have already received payment in full from you.

- 5.5 Before We begin providing the Services, you will be required to pay a Deposit of 20% of the total Price for the Services. The due date for payment of your Deposit will be included in the Order Confirmation.
- 5.6 At the first day of each Term, or at any other day specified at our discretion, you have to pay the rest of the Fee in accordance with your Contract.
- 5.7 In certain circumstances, if your Order/Application is cancelled, your Deposit will be refunded in full or in part. The amount due will be calculated based upon the Price for the Services, Our Fee Policy, and the amount of work (if any) already undertaken by Us. Please refer to sub-Clauses 4.4 and 4.5 if your Order is cancelled before the Services begin, or to Clause 10 if the Services are cancelled after they have begun.
- 5.8 The Tuition Fee will be payable on a termly basis in advance. Please note that classes may not be booked on a half-termly basis or any other basis.
- 5.9 As prices are fixed, fees remain payable in cases of absence from class.  
There are no reductions or refunds for missed classes because of sickness or holidays (or any other reason except in exceptional circumstance in the School's sole discretion).
- 5.10 Please note that all "Class Fees" and "Additional Fees" (as defined below) are subject to change at any time on a term by term basis. Up to date fee tariffs (in the Fee Policy) will be published on the School's website at <http://www.ru.russianschoolmk.co.uk>
- 5.11 We accept the following methods of payment:
  - 5.11.1 Cash;
  - 5.11.2 BACS.Cash and BACS are the only acceptable forms of payment (in pound sterling only). No other method of payment may be used.
- 5.12 The applicable invoice payment slip must be enclosed with payment (except for payment by BACS).
- 5.13 Any cheques that bounce or are stopped (i.e. return to us as unpaid) will incur an additional charge of £20.00.
- 5.14 Post-dated cheques will incur a £10.00 administration fee (if you plan to postdate your cheques (for a maximum of 10 working days beyond the payment due date), please ensure you add this to the total amount of the cheque in advance to avoid us having to invoice you separately for the same).
- 5.15 Cash payments must be in a sealed envelope with student's name written on the front for the exact amount invoiced and no change will be given.
- 5.16 BACS payments must state the relevant student's full name as reference and any failure to do so may result in the invoice being treated as unpaid as we may be unable to ascertain which student the payment has been made in respect of.
- 5.17 We do not provide receipts for any payments.
- 5.18 In case of your temporary financial difficulties, the School administration may, at its discretion, allow a delay of payment for 3 consecutive weeks no more than once per year. In this case, the parent must submit an application to the

School Director for deferment of payment and to obtain the consent of the School.

5.19 If the child is in school and misses a whole term for a valid reason (documented), but intends to continue to study further, the payment for the missed term shall be made in any case, even if the child skipped all the classes.

**5.20 Late payment:**

5.20.1 If payment of invoices is received after the due date, but before the start of the term to which the invoice relates, then a late payment fee of £10 will be charged.

5.18.2 If payment of invoices is received after the start date of the term to which the invoice relates, then a second late payment fee of £10 (in addition to the first £10 late payment fee) will be charged.

5.18.3 For overcrowded classes; if payment of invoices is not received by the due date, your child's place in the relevant class will be forfeited, and shall be offered to a child on our waiting list, and a £30 fee will be charged to you to contribute towards the administration involved in filling your child's space at a later stage.

5.18.4. Late payment and administration fees payment must be received on or before the due date given.

5.21 If you do not make payment to Us by the due date as shown in/on Order Confirmation, Application accept, or Invoice, we may charge you interest on the overdue sum at the rate of 4% per annum above the base lending rate of the Bank of England from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.

5.22 The provisions of sub-Clause 5.10 will not apply if you have promptly contacted Us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.

**6. Providing the Services**

6.1 As required by law, we will provide the Services with reasonable skill and care, consistent with best practices and standards in the Teaching of Russian Language and Literature market, and in accordance with any information provided by Us about the Services and about Us.

6.2 We will begin providing the Services on the date confirmed in Our Order Confirmation or other notices.

6.3 We will continue providing the Services for an approximate period of three months which is equal our School Term duration. The School Tern Duration is it is displayed on the website <http://www.ru.russianschoolmk.co.uk>.

6.4 We will make every reasonable effort to provide you with the Services (in accordance with your Order and our Contract). We cannot, however, be held responsible for any situations if an event outside of Our control occurs. Please see Clause 9 for events outside of Our control.

6.5 If We require any information or action from you in order to provide the

Services, we will inform you of this as soon as is reasonably possible. Examples of what we may require include:

- 6.5.1 Information about your child's success in English School
  - 6.5.2 Details of your child's birthday
  - 6.5.3 Information about your child's hobbies, dreams, special needs, his/her workload at English school and other details which could be necessary during the teaching process.
- 6.6 If the information required of you under sub-Clause 6.5 is delayed, incomplete or otherwise incorrect, we will not be responsible for any result caused.
  - 6.7 In certain circumstances, for example where there is a delay in you sending Us information required under sub-Clause 6.5, We may suspend the Services (and will inform you of that suspension in writing).
  - 6.8 In certain circumstances, for example where We encounter a technical problem, we may need to suspend the Services in order to resolve the issue. Unless the issue is an emergency and requires immediate attention We will inform you in advance in writing before suspending the Services.
  - 6.9 If the Services are suspended under sub-Clauses 6.7 or 6.8, you will not be required to pay for them during the period of suspension.
  - 6.10 If you do not pay Us for the Services as required by Clause 5, We may suspend the Services until you have paid all outstanding sums due. If this happens, we will inform you in writing. This does not affect Our right to charge you interest under sub-Clause 5.10.
  - 6.11 During the studying process the children receive homework and must fulfil them. If your child regularly (more than 2 times in a row) is not doing homework, we can terminate the contract with you, and your child may be expelled from school.
  - 6.12 If the child lags behind other children in terms of training due to the lack of home training, the school may move the child to the appropriate class with children of the lower level of preparation or to deny the child in a place in school
  - 6.13 If you filed your application in the middle of the school year, or in the middle of the Term, then we can accept your child at our discretion in a class appropriate to their age and development, if class space is available.
  - 6.14 However, if the class is full and the class does not have available places, we can temporarily place your child in the class, provided that it will not interfere with the learning process of other pupils/students. If the appearance of another student in the class will greatly hinder the learning process and complicate the perception of educational material by other students, we may terminate the contract with you at our discretion. However, this does not prevent you filing a new application if there will be organised a new class to teach children of your child's age.
  - 6.15 The maximum number of students per class is 10 to 16, depending on age and average ability level. We can determine the maximum number of children in the class, in our sole discretion, for each class individually, taking into account the age of the children in the class, the curriculum of a particular teacher, the average level of preparedness of the children in the class, and other relevant factors.
  - 6.16 All parents must sign a contract with the school. The School fees without a

contract is not allowed.

- 6.17 A new contract should be signed on each new academic year.
- 6.18 If parents have not signed the contract, the child is considered temporarily present in the School and may be suspended or dismissed at our sole discretion.
- 6.19 If the child lags behind other children in terms of training due to the lack of home training, the school may move the child to another class of the appropriate level of preparedness of children or to deny a child in a place in the School. Your Bank payment must not be confirmed by any additional documents and automatically admit the child to the classroom, if there is a preliminary signed contract between parties.
- 6.20 ***Private Lesson Terms and Conditions***

Additional training by the School's Teachers is possible only when trail conditions:

- 6.20.1 All extra private classes with the teachers of the School are held only in coordination with the School and with the permission from the School.
- 6.20.2 The goal of these classes can only be the child's education, who is lagging behind other children in the class to pull it to the level of other children.
- 6.20.3 Private lessons can be arranged only temporarily.
- 6.20.4 The cost of lessons is £25 per hour
- 6.20.5 The main condition for additional private classes is that the child will continue to attend the main class as usual.

## **7. Problems with the Services and Your Legal Rights**

- 7.1 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services We request that you inform Us as soon as is reasonably possible.
- 7.2 We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.
- 7.3 We will not charge you for remedying problems under this Clause 7 where the problems have been caused by Us, any of our agents or employees or sub-contractors or where nobody is at fault. If We determine that a problem has been caused by incorrect or incomplete information or action provided or taken by you or your child, sub-Clause 6.6 will apply and We may charge you for remedial work.

## **8. Our Liability**

- 8.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.



- 8.2 We provide Services for domestic and private use (or purposes). We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 8.3 Subject to clause 8.4, the School accepts no liability for any injuries sustained whilst participating on the School Premises.
- 8.4 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation, or any other liability which cannot be excluded at law.
- 8.5 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in accordance with information provided by Us about the Services or about Us.
- 8.6 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

## 9. **Events Outside of Our Control (Force Majeure)**

- 9.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 9.2 If any event described under this Clause 9 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
- 9.2.1 We will inform you as soon as is reasonably possible;
- 9.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
- 9.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;
- 9.2.4 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to Cancel under sub-Clause 10.3.3. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation notice;
- 9.2.5 If the event outside of Our control continues for more than 6 weeks, We will cancel the Contract in accordance with Our right to cancel under sub-Clause 10.6.3 and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice.

## 10. Cancellation

- 10.1 If you wish to cancel your Order for the Services before the Services begin, you may do so under sub-Clause 4.4.
- 10.2 If you intend to withdraw yourself or your child from the School or change any class(es) that you or your child undertakes, a minimum of half a term's notice (with the notice being received in writing (letter or email to the relevant Administrator is acceptable) on or before the last day of the first half of the term) and the withdrawal or change will take effect from the beginning of the next term.
- If We have provided Services that you have not yet paid for, we will invoice you for those sums and you will be required to make payment in accordance with Clause 5.
- 10.3 If any of the following occur, you may cancel the Services and the Contract immediately by giving Us written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5. If you cancel because of Our breach under sub-Clause 10.3.1, you will not be required to make any payments to Us. You will not be required to give at least half-term notice in these circumstances:
- 10.3.1 We have breached the Contract in any material way and have failed to remedy that breach within 6 weeks of you asking Us to do so in writing; or
- 10.3.2 We enter into liquidation or have an administrator or receiver appointed over Our assets; or
- 10.3.3 We are unable to provide the Services due to an event outside of Our control (as under sub-Clause 9.2.4);
- 10.4 We may cancel your Order for the Services before the Services begin under sub-Clause 4.5.
- 10.5 Once We have begun providing the Services, We may cancel the Services and the Contract at any time by giving you 1-week written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5.
- 10.6 If any of the following occur, We may cancel the Services and the Contract immediately by giving you written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will not be refunded to you. If We have provided Services that you have not yet paid for, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5. We will not be required to give 1-week notice in these circumstances:

- 10.6.1 You fail to make a payment on time as required under Clause 5 (this does not affect our right to charge interest on overdue sums under sub-Clause 5.10); or
  - 10.6.2 You have breached the Contract in any material way and have failed to remedy that breach within 1 week of Us asking you to do so in writing; or
  - 10.6.3 We are unable to provide the Services due to an event outside of Our control (for a period longer than that in sub-Clause 9.2.5).
- 10.7 For the purposes of this Clause 10 (and in particular, sub-Clauses 10.3.1 and 10.6.2) a breach of the Contract will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party (i.e. you under sub-Clause 10.3.1 and Us under sub-Clause 10.6.2). In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.
- 10.8 Withdrawal from or changes to classes you are / your child is signed up for may only take effect at the start of each term. Please note that where a parent / student gives notice of their intention to withdraw from or change classes at any time after the last day of the first half of the term in any given term, that notice will only take effect from the start of the second term following that notice and you will be invoiced and liable to pay for the relevant classes for the full duration of the first term following the notice. For children in overcrowded classes, you will be liable to pay a £30 fee to contribute towards the administration involved in filling your child's space at a later stage.
- 10.9 For the avoidance of doubt: there is no right to withdraw or change classes midway through a term – if you give notice of your intention to withdraw or change class bookings during the half term break, during the second half of any term or at the end of term or during the holidays, this notice will not take effect until one full term later.
- 10.10 If you wish to make a request in advance for preferred class(es) (at the existing or at the next level) for the next term, a minimum of half a term's notice (with the request being received in writing (letter or email to the relevant Administrator is acceptable) on or before the last day of the first half of the term) and we will accommodate the request as soon as possible.

## 11. **Communication and Contact Details**

- 11.1 If you wish to contact Us, you may do so by telephone at 07702724764 or by email at [info@russianschoolmk.co.uk](mailto:info@russianschoolmk.co.uk).
- 11.2 In certain circumstances you must contact Us in writing (when cancelling an Order, for example, or exercising your right to cancel the Services). When contacting Us in writing you may use the following methods:
  - 11.2.1 Contact Us by email at [info@russianschoolmk.co.uk](mailto:info@russianschoolmk.co.uk);

## 12. **Complaints and Feedback**

- 12.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 12.2 If you wish to complain about any aspect of your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, or the Services, please contact Us in one of the following ways:
  - 12.2.1 In writing, addressed to [info@russianschoolmk.co.uk](mailto:info@russianschoolmk.co.uk)
  - 12.2.2 By contacting Us by telephone on 07702724764

## 13. **How We Use Your Personal Information (Data Protection)**

- 13.1 All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.
- 13.2 We may use your personal information to:
  - 13.2.1 Provide Our Services to you.
  - 13.2.2 Process your payment for the Services.
  - 13.2.3 Inform you of new products and services available from Us. You may request that We stop sending you this information at any time.
  - 13.2.4 In certain circumstances (if, for example, you wish to pay for the Services on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.
  - 13.2.5 We will not pass on your personal information to any other third parties

## 14. **Termination**

- 14.1 We can terminate the Contract with you and the pupil/student may be expelled in following circumstances and for the following reasons:
  - 14.1.1 poor progress in study due to systematic failure (more than 2 times in a row) of homework;
  - 14.1.2 absence at the School unexcused. Valid reasons for absences must be documented and the School must be notified in a timely manner (not later than one hour after the start of classes);
  - 14.1.3 delays of payment without the School's approval;
  - 14.1.4 overcrowding class. If the child is enrolled in a crowded class, this can be only temporarily and under the condition that adding one more pupil/student will not interfere with the learning process of other children.
  - 14.1.5 For the reason of breach of confidentiality, which implies at the enrolling at the school, the child may be expelled from the school if the parent is engaged, participates or directs another business similar to business of the school.

## 15. **Students**

- 15.1 Students must follow all instructions and rules including those in relation to punctuality presentation and behaviour, and a failure to do so will be a breach of these terms and conditions.
- 15.2 If a student is persistently disruptive on or around the School premises, whether before, during or after classes, the School reserves the right to exclude that student on a temporary or permanent basis in its sole discretion.
- 15.3 Students and parents/guardians should refer to the School Absences Policy and notify the office as appropriate.
- 15.4 Students may bring water to classes as it is important to stay hydrated. There is no smoking, chewing gum or alcohol permitted at all on the School Premises.
- 15.5 You understand and agree that teachers at School may use tactile feedback and instruction with students to support verbal feedback and instruction where appropriate.
- 15.6 If a student needs to take any of their own medication (whether self-administered or otherwise) whilst on the School Premises, teachers or an appropriate representative of the School must be informed. In any event, School accepts no responsibility for administering such medication (and/or the effects of the same) and the students' parent/guardian takes full responsibility.

## 16. **Parents and guardians (all references to “parent(s)” include guardians) / Adult students**

- 16.1 It is parents' responsibility to ensure and be satisfied that their child is fit and healthy to attend classes at School.
- 16.2 Parents may watch the first class their child attends. Thereafter attendance of classes by anyone other than students is by invitation or prior appointment only. Please contact the Administrator to make requests.
- 16.3 Regular feedback days are provided when parents with any specific concerns are able to book a session on a 'first come first served basis' to speak to one of the available teachers. Additional feedback opportunities with teachers are not available but parents can contact the office if necessary.
- 16.4 Parents should ensure that children are punctual for classes and are collected promptly at the end of classes by a parent. Repeated late collection of children from classes will incur additional child care fees. You must notify the teacher at the start of the class if someone else will be collecting your child.
- 16.5 Children are not allowed to leave the School Premises where their class has taken place unless accompanied by an adult.
- 16.6 Parents are responsible for all minors on the School Premises that are not students in a room taking a class. Children under the age of 8 years should never be unaccompanied on the School Premises.
- 16.7 School will not tolerate threatening or aggressive behaviour for any reason, including where staff are acting to enforce these terms and conditions. School reserves the right at its absolute discretion to immediately terminate the contract between you and School if in School's opinion a parent or guardian of a student acts in a threatening, aggressive or otherwise inappropriate manner towards any member of School staff, any student or other parent or third party.

In the event of any such termination, School shall have no further liability whatsoever to you.

- 16.8 These terms and conditions are enforced pursuant to applicable laws and the licence terms on which School is able to run classes at the School Premises as well as for the amenity of other users of the School Premises. If any parent fails to follow these terms and conditions or attempts to prevent any School staff member from seeking or attempting to enforce these terms and conditions, School reserves the right immediately to terminate the contract with you and/or exclude your child from attending further classes at School on a temporary or permanent basis, without further liability to you.

## 17. Other Important Terms

- 17.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 17.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 17.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 17.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 17.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.
- 17.6 School makes every effort to ensure effective communication with its customers and we would ask that for your part you take give due attention to our communications, which inevitably often contain a lot of detail, in order to ensure the effective running of our classes. If you require any clarification or further information, please contact the relevant administrator. While our teaching staff seek to keep parents well informed on the progress of students please understand that it is usually very difficult for them to engage in discussion during class changeovers. If you wish to discuss any matter with us, please contact the relevant administrator.
- 17.7 To ensure that work at the school is ethical, standards are well maintained and good practice is adhered to concerning working with children we comply with our Code of Professional Conduct.
- 17.8 If, despite our best intentions and efforts, you feel unhappy with any aspect of our service and facilities, please email or write to us with your comments, suggestions or complaints. A letter should be written to: [info@russianschoolmk.co.uk](mailto:info@russianschoolmk.co.uk) (including your full name and contact details). A

response will be given within 28 days, using the contact details provided in your initial letter. However, School will not enter into any discussion concerning enforcement of these Terms and Conditions.

17.9 School has Public Liability Insurance (for further details please contact the relevant Administrator).

17.10 School is a member of NRCSE

17.11 Additional rules and guidelines or updates to these terms and conditions may be published from time to time on the School's website. Your (or your child's) continuing attendance at School classes will amount to acceptance of such updated terms and conditions.

## 18. **Governing Law and Jurisdiction**

18.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with English law.

18.2 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.