



## GENERAL TERMS AND CONDITIONS

### 1. Definitions

- a. Greene's Tutorial College (**Greene's**) is a company limited by guarantee registered in England as number 5553889. Our aims, policies, and activities are described on our website: [www.greenesoxford.com](http://www.greenesoxford.com)
- b. **Educational Services** include individual, paired and shared tuition, seminars, workshops and other group activities, courses, academic support, public examinations and other tests, and any other educational advice, activity, or programme provided by Greene's. A Student enrolls on an agreed and individual course of Educational Services.
- c. An **Academic Programme** is an individually designed assembly of Educational Services for which a student is enrolled and which also includes dates of expected Student attendance that may be referred to as **Term Dates**.
- d. The **Start Date** is the date on which a Student must begin attendance at Greene's and is the date on which an Academic Programme starts.
- e. A **Student** is an individual of any age who is attending Greene's for the purposes of receiving Educational Services from Greene's. A Student receiving Educational Services and/or an Academic Programme from Greene's is also attending Greene's.
- f. A **Candidate** is a person registered to take an Examination at the Greene's College Examination Centre.
- g. **Parents** (which includes guardians) are those who have parental or legal responsibility individually and jointly for a Student under the age of 18. Parents are expected to give their support and encouragement to the aims of Greene's, to uphold its good name, and to ensure that a Student in their care maintains appropriate standards of individual study, punctuality, dress, and behaviour.
- h. Parents, including guardians, are also usually **Clients**. Clients may also include others who have paid for any Educational Service or who have made arrangements for any such payments to have been made.
- i. **Greene's Online** is a resource accessed through the internet at <https://my.greenes.online> where Students/Candidates and Parents/Clients can view their details of the Educational Services they have booked with Greene's including administrative and academic arrangements, reporting and examination results.
- j. **Fees**, as published on our website and as varied from time to time, are part of these Terms and Conditions. By prior agreement with Greene's, fees may be payable in **Instalments** (see point 3.h). An additional charge may be made for payment in Instalments. All fees stated on the website are without VAT (sales tax).
- k. **Notifications** required in these Terms and Conditions to be made in writing (including by e-mail unless where otherwise specified) must be in legible and unambiguous English.

### 2. Enrolment, care, conduct, and health

- a. **Application:** Students wishing to register for attendance at Greene's must complete an online application form, on which they should provide accurate details concerning their personal information and academic circumstances. The information provided will be used to recommend, prepare and monitor the provision of the Educational Services.
- b. **Special educational and other needs:** Where a report has been issued by an educational psychologist or any other

educational or medical professional regarding any existing or potential learning difficulties - either physical or mental - for a student wishing to attend Greene's, it must be made available to Greene's by the Student, Parent, or Client. Greene's may at any time require an educational psychologist's report to be prepared.

- c. **English proficiency:** Students wishing to attend Greene's must meet an English language proficiency of at least the equivalent of level B2 on the Common European Framework of Reference for Languages (CEFR). Students unable to show that they meet this requirement may be required to take and pass a Greene's English language test before being allowed to start their course. If it becomes apparent during attendance at Greene's that a Student's language level is not of a sufficient level to undertake Educational Services effectively, Greene's will recommend an appropriate course of English Language tuition, or recommend withdrawing from one or more of the Educational Services.
- d. **Care:** Parents authorise Greene's while *in loco parentis*, or acting on behalf of a Student who has reached the age of 16, to take and/or authorise in good faith all decisions that safeguard the Student's welfare. Parents give consent to such physical contact as may be lawful, appropriate, and proper for providing comfort to a Student in in distress, or to maintain safety and good order, or in connection with the Student's health. Parents consent also to emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations under the NHS or at a private hospital where certified by a person who is appropriately qualified, as necessary for the Student's welfare and if the Parents cannot be contacted in time.
- e. **Conduct:** Greene's attaches importance to integrity and good manners. Whilst attending Greene's or undertaking any Educational Services provided by Greene's, Students are expected to act respectfully towards staff, tutors, and other Students, to arrive for any examinations or tutorials fully prepared and before the scheduled start time and to approach their work conscientiously. Students and clients must abide by the policies outlined by Greene's College, including, but not limited to, the College's Disciplinary policy & Behavioural Code, Anti-bullying policy, Drug & drug testing policy, E-safety policy, and Safeguarding policy. The College's policies are available on the website.
- f. **Health:** Greene's may at any time require a medical opinion or certificate as to the Student's general health or regarding a specific ailment. Students and/or their Parents and Clients must inform Greene's in writing of any known medical condition, health problem - either physical or mental - or allergy that the Student may have that could in any way impact their ability to attend or complete Educational Services at Greene's. Students attending Greene's full time for a year or more should register with a local doctor (General Practitioner, or 'GP'); others needing medical attention can be seen as temporary patients. Students are also advised to consider taking out medical insurance privately.

### 3. Fees and extras

- a. **Items covered:** Fees are for an agreed Academic Programme; the cost of any other items incurred by Greene's and not directly paid for by the Student may be charged as extras. Extras include, but are not limited to: accommodation, transport, external examination expenses, membership of clubs and societies, the Student social and cultural fund, university and UCAS application costs and the provision of books and other learning materials. Students and Parents should be aware that Greene's does not normally supply learning materials, and that the costs of extras are not refundable.
- b. **Accommodation:** Greene's can help Students and their Parents find suitable accommodation in Oxford. Students and their Parents are also free to make their own accommodation arrangements. Payment for accommodation is in addition to any payments for an agreed Academic Programme.
- c. **Payment of Fees and extras:** Before attendance at Greene's, Students, Parents, or Clients must have paid the Fees (or any due Installments) and any extras requested without deduction of any kind, including any bank charges. Prior to payment there is no obligation of Greene's to provide any Educational Services, and a Student may be refused attendance where agreed Fees or Instalment have not been paid in full.
- d. **Refund of Fees and extras:** Other than provided for in point 5.j, Fees for an agreed Academic Programme are not refundable. Registration Fees are non-refundable. Students or Parents may either be refunded or credited any amount for extras that remain unused or uncommitted at the end of a Student's attendance at Greene's. All refunds are net of any foreign exchange losses and net of any credit card or other banking or transfer charges, and

of any similar expenses incurred by Greene's as well as, in the event of cancellation, deduction of a management charge of £150. Excepting illness, the management charge will be waived where an agreement for an Academic Programme has been cancelled for reasons outside the Student's control or as set out in point 5.j).

- e. **Responsibility for payment:** The payment of Fees or Instalments and extras is the joint and individual responsibility of each person who has agreed to an Academic Programme, or who has parental responsibility for a Student or given instructions in relation to the Student. A Student may be refused attendance at Greene's to attend tuition, sit examinations, or access examination results while any payments remain unpaid.
- f. **Payment by a third party:** An agreement with a third party to pay any sum due to Greene's does not release Parents, or Students from any liability under these Terms and Conditions unless otherwise agreed to in writing. Greene's reserves the right to refuse a payment from a third party. All such payments received are accepted in good faith.
- g. **Late payment and unpaid Fees or Instalments:** Greene's reserves the right to make late payment charges that include the addition of interest calculated on a daily basis at 2% per month on any sums outstanding plus any and all associated administration and legal costs. Late payment for public examinations will also incur late fees, the structure of which is published on the Greene's website. Parents, and/or Students are also liable to pay all costs, Fees, Instalments, disbursements and charges including legal fees and costs reasonably incurred by Greene's in the recovery of any unpaid sums owed regardless of the value of the sum claimed.
- h. **Payment by instalment:** Any agreement by Greene's to accept payment of Fees by instalments is made on a case-by-case basis, and any such request must be made in writing and will only be agreed to by Greene's in writing.
- i. **Sales tax (VAT):** Where Greene's is required to be registered for sales tax (VAT) then the Client shall pay the VAT on the agreed fee(s) in the manner prescribed by law. If the rate of VAT changes between the date that the Student/Parent orders the Academic Programme or Educational Services and the date Greene's supplies the service, Greene's will adjust the rate of VAT that the Client pays, unless the Client has already paid in full before the change in the rate of VAT takes effect. In the case of Instalments, Greene's will adjust the rate of VAT the Client pays on all Instalments that have not been paid in full before the change in the rate of VAT takes effect.

#### 4. Attendance

- a. **Postponement:** A request from a Student and/or their Parents to postpone attendance on an Academic Programme must be made in writing and at least 30 days before the Start Date. An Academic Programme may not be postponed for more than three months, may not be postponed when the Start Date is less than 30 days from the invoice date, and any decision made by Greene's for any such attendance to be postponed is made on a case-by-case basis.
- b. **Discontinuation:** Once Educational Services have commenced, should a student wish to discontinue, Fees cannot be refunded. Cases of serious illness or genuine hardship may receive special consideration on written request to Greene's.
- c. **Withdrawal:** It may be necessary for a Student to be withdrawn from Greene's. This may be because the conduct or academic progress of the Student has been unsatisfactory, or that the Student is unwilling or unable to profit from the educational opportunities offered by Greene's, or that a Student's conduct is prejudicial to the progress of other Students or the reputation of Greene's. Whilst Greene's will act fairly and will not ask for a Student to be withdrawn other than in grave circumstances, any decision for a Student to be withdrawn is made at Greene's entire and sole discretion.
- d. **Transfer:** For whatever reason, a Student may not transfer to another Student their application, place on a course, or Fees/Instalments paid.
- e. **Illness:** Should a Student become ill either before or during their attendance at Greene's, no refund of any Fees can be made save as specified elsewhere in these Terms and Conditions.
- f. **Visas:** No refund of any Fees can be made on grounds of lack of visa or similar travel documents required to enter the UK, save as specified elsewhere in these Terms and Conditions.

## 5. General conditions

- a. **Special precautions:** Greene's needs to be aware of any matters that are relevant to the security and safety of all Students and Candidates. Greene's must therefore be notified in writing immediately of any court orders or situations of risk in relation to a Student for whom any special safety precautions may be needed.
- b. **Liability and insurance:** Greene's does not, unless negligent, accept responsibility for accidental injury or loss of property; nor in this regard does it accept responsibility for the actions and conduct of the tutors it engages. Greene's undertakes to maintain those insurances that are prescribed by law. All other insurances are the responsibility of Students or Parents, including insurance of the Student's personal property whilst at Greene's or a tutorial, or on the way to or from Greene's or a tutorial, or on any college-sponsored activity away from Greene's. Neither Greene's nor its engaged tutors are the agent of the Student or the Parents for any purpose related to insurance.
- c. **Students' personal property:** Students are responsible for the security and safe use of all personal property, and are responsible for ensuring that all such property is clearly identifiable as to its owner.
- d. **Data Protection:** Greene's collects and processes personal information on Students and Parents in line with the Data Protection Act of 2018. Both Greene's and its clients agree to observe all their obligations under the Data Protection Act which arise in connection with these Terms and Conditions. How Greene's uses Personal Data is set out in the Data Protection Policy available on the website. By accepting these Terms and Conditions Students, Parent and Clients accept Greene's processing of their Personal Data in accordance with the Data Protection Policy.
- e. **Intellectual property and copyright:** All course information, techniques, and materials are the property of Greene's and may not be reproduced or photocopied, or used for any other purpose than the Educational Services taken.
- f. **Examinations, reports and references:** Information supplied to Students and/or Parents and others concerning the progress, character, relevant examination results, further education, and career prospects of a Student in the form of a reference will be given conscientiously and with all due care and skill, but otherwise without liability on the part of Greene's.
- g. **Communication:** Written communication includes communication by electronic means such as by email, or the posting of information on the Greene's website and/or Greene's Online, and must be in legible and unambiguous English.
- h. **Media release:** Students and/or Parents permit Greene's to take general photographs or video film of Students in a group or as part of a group, and that this material may be used anonymously for publicity purposes in our printed publications, on our website, on Greene's official social media channels, or all of the above; and that we may also send them to the news media for use in either or both printed and digital advertising, including advertising on the internet.
- i. **Validity:** These Terms and Conditions are valid and in force for all Students attending Greene's and their Parents from the date they are agreed to until 12 months after the completion of any Educational Services. The obligations described in clauses 3 and 5 remain valid and continue in force for all Students no longer attending Greene's, and their Parents, until all relevant and statutory obligations in those clauses have been discharged.
- j. **Statutory rights:** Nothing in these Terms and Conditions affects the statutory rights of Students, Parents or Clients, including the right to cancel any agreement for Educational Services for up to 14 days after the date that these Terms and Conditions have been agreed to. Students, Parents or Clients lose the right to cancel any Educational Service once it has been completed and must pay for any Educational Services or part thereof provided up to the time that they cancel. To exercise their statutory rights Students, Parents or Clients should write to or email the Registrar (by email: [registrar@greenes.org.uk](mailto:registrar@greenes.org.uk), by post: 45 Pembroke Street, Oxford, OX1 1BP). Greene's will refund the Client as soon as possible and within 14 days of the Student, Parent or Client informing it that they have changed their mind. Greene's will refund the Client by the method used for payment. Greene's does not charge a fee for the refund.

- k. **Third party rights:** The contract for Educational Services is between Greene's and the Student, Parent(s) or Client(s). Nobody else can enforce it.
- l. **Greene's ability to end the contract:** Greene's can end the contract for an Educational Service and claim any compensation due to it if: (i) any payment for Fees or an Instalment is not made when it is due and payment has still not been made within 14 days of Greene's reminding the Student, Parent or Client that it is due; (ii) the Student, Parent or Client does not, within a reasonable time of Greene's asking for it, provide Greene's with information or cooperation that Greene's needs to provide the Educational Service.
- m. **Delays:** If Greene's supply of an Educational Service is delayed by an event outside its control, such as the lack of availability of tutor time, Greene's will contact the Student/Parent as soon as possible to let them know and do what it can to reduce the delay. As long as Greene's does this, Greene's will not compensate the Client for the delay, but if the delay is likely to be substantial the Student/Parent can contact the Registrar ([registrar@greenes.org.uk](mailto:registrar@greenes.org.uk)) to end the contract and receive a refund for any services the Client has paid for in advance, but not received, less reasonable costs Greene's has already incurred.
- n. **Complaints:** Greene's will do its best to resolve any problems the Student, Parent or Client may have with it or its Educational Services. Parents or Clients should contact the Registrar ([registrar@greenes.org.uk](mailto:registrar@greenes.org.uk)) in the first instance. Complaints from Students will be handled in accordance with the College's Student Complaints Procedure, a copy of which is available on the website.
- o. **Waiver:** Any waiver to any part of these Terms and Conditions is effective only if given in writing to Greene's.
- p. **Jurisdiction:** These Terms and Conditions are governed exclusively by English Law.
- q. **Clarity and fairness:** Should Students and/or Parents feel that anything in these Terms and Conditions is ambiguous or unfair, Greene's would be happy to answer any questions asked.
- r. **Delay in enforcing contract:** Greene's may not immediately chase a Student, Parent or Client for not doing something (like paying) or for doing something that the Student, Parent or Client is not allowed to do. This does not mean that Greene's cannot do this at a later date.
- s. **Interpretation:** Students attending Greene's and their Parents and Clients have accepted these Terms and Conditions which supersede any previous versions. If any provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if the Terms and Conditions had been executed with the invalid, illegal, or unenforceable provision eliminated. Headings are for ease of reading only and are not otherwise part of the Terms and Conditions.

Last reviewed: February 2024