

## Conditions of Enrolment - CENTRE COPY

### Conditions of Enrolment

This form sets out the terms and conditions of the student's enrolment in the Kip McGrath tutoring programme and the use of the Kip McGrath teaching materials (together referred to as the **Kip McGrath Programme**). By signing this document, you agree to be bound by these terms and conditions.

### Kip McGrath Education Centre

The Kip McGrath Education Centre that your child is attending as detailed on page 1 is operated under franchise from **Kip McGrath "Franchisee"**. The Franchisee is an independent business operator and is responsible for providing the lessons to your child by Kip McGrath professionally qualified teachers. If you have any concerns or complaints about the services provided by the Franchisee, please direct these to the operator of the Kip McGrath Education Centre in the first instance, or call 01452 382282 to contact **Kip McGrath** directly.

### Lessons

The lesson materials are designed by Kip McGrath Education Centres Limited (ABN 73 003 415 889) (**KMEC**), to improve your child's standard in the subject(s). Face to Face lessons are provided with a teacher either in Centre or On-line. Homework, '@home flexi lessons' and '@home make-ups' do not have a teacher present. Lessons are planned on the understanding that your child's attendance is regular and punctual. Lessons operate on a 48 week basis each year, including 40 face to face lessons during school term and 8 '@home' flexi lessons during holiday periods. Kip McGrath and the Franchisee provide the lessons on the understanding that you are aware of the homework that is required from the lessons and that you will do your best to help your child and ensure that homework is completed.

The **Kip McGrath Programme** is designed to assist to develop the student's ability. **Kip McGrath** does not however, represent or warrant the success of the student's progress while being enrolled or using the Kip McGrath Programme. Each student responds differently to the Kip McGrath Programme and you agree and acknowledge that the student's ability may not improve or may not improve in the manner that you anticipate. You agree to release the individual or company as detailed on page 1, KMG and KMEC from all liability (including liability for negligence) for any loss or damages (including direct, indirect, special or consequential loss) arising out of or connected with the student's enrolment and use of the **Kip McGrath Programme**. To the extent permitted by law, our liability to you arising under or in connection with the provision of the tuition services detailed in this enrolment form, are limited to supply of the tuition services again or the payment of the cost of having the services supplied again.

### Personal Data

Kip McGrath Education Centres are operated by independent franchisees. You acknowledge that by enrolling your child on a Kip McGrath Programme, personal data relating to you and your child will be processed by the Kip McGrath group of companies and the Franchisee for the purposes of delivering the Kip McGrath Programme to your child and otherwise administering our business.

We are committed to ensuring that the personal data held by us is processed lawfully and fairly, and in compliance with our obligations under applicable data protection legislation, including, from 25 May 2018, the General Data Protection Regulation (GDPR) and the Data Protection Act 2018. We have taken technical and organisational measures aimed at keeping all personal data under our control secure and protected against unauthorised or unlawful processing, accidental loss or destruction and damage.

In the course of delivering the Kip McGrath Programmes, we may obtain, use, process and disclose personal data concerning students and their parents/guardians. Both Kip McGrath Education UK Ltd and the Franchisee are a "data each likely to be controller of your personal data for the purposes of data protection legislation. This means that we are each responsible for deciding how we hold and use your personal data.

Our Student Privacy Policy provides further information on how we handle personal data, including the purposes for which we process personal data, how long we store personal data for and the rights individuals may exercise in respect of the personal data we hold concerning them. Our Student Privacy Policy is available at our website [www.kipmcgrath.co.uk](http://www.kipmcgrath.co.uk) or can be provided to you at any time upon request.

If you have any requests or concerns about any information contained within our [Privacy Policy](#) or the [requests for information](#) in this enrolment form, please email us at [ukandirelandheadoffice@kip-mcgrath.co.uk](mailto:ukandirelandheadoffice@kip-mcgrath.co.uk) or write to us at Kip McGrath Education Centres UK Head Office, Railway House, Bruton Way, Gloucester GL1 1DG. You can also telephone us on 01452 382282

### Intellectual Property

The owner of the intellectual property in the **Kip McGrath Programme** is **KMEC**. You agree that you will not infringe **KMEC's** intellectual property (including its trademarks and copyright) in the **Kip McGrath Programme** and will not reproduce, modify, copy, adapt, sell, publish, distribute or communicate any part of the **Kip McGrath Programme** or any information contained in it or otherwise use it in a way which will infringe **KMEC's** or **Kip McGrath's** intellectual property or other property rights, except as permitted by statute.

We may terminate these terms and conditions, and the provision of the tuition services, immediately if we become aware that you have breached this condition.

### Written reports

Written reports and statutory declarations (regarding your child's attendance and performance at tutoring) are available to the parent/guardian who signed page 1 upon request from the centre. When requesting a report, please provide the centre with information on the purpose of the report, the intended recipient and the date required. Costs for written reports are as follows and are payable in advance.

Less than 24 hours' notice: £100

1 – 7 days' notice: £65

7 + days' notice: £40

Phone calls and brief emails to other professionals (e.g. class teachers, specialists) are free of charge for currently enrolled students, provided we have 7 days' notice.

### Fees

The fees payable for Kip McGrath courses are detailed on this form. The fees are payable directly to the **Kip McGrath Education Centre** that your child is attending as detailed on page 1 irrespective of whether your child attends all of the lessons or not. **Two weeks' notice is required if discontinuing tuition.** Fees may be paid on a weekly, fortnightly or monthly basis. Fees may be subject to change upon 30 days' notice. Fees paid in advance will not be subject to any price increase occurring in the relevant school term for which the fees have been paid.

### Accounts in arrears

If an account is in arrears, lessons will be suspended until the account is brought back up to date.

### Payment methods accepted

Our preferred payment methods are direct debit, credit card (MasterCard, Bankcard or Visa) and Simple Pay. We offer flexible options for direct debit, credit card and Simple Pay payments. If a direct debit, credit card or Simple Pay payment is unable to be processed, 2 further attempts will be tried over the following 4 work days. Please note your account may be charged with any costs associated with dishonoured payments.

### Missed lessons

Tuition Fees are payable whether your child attends or not. If you advise the centre 24 hours in advance of your child's inability to attend a lesson, a free on-line "@home make-up" lesson will be scheduled as soon as possible. Make-up lessons must be completed on-line within 1 week of the missed lesson. If you are unable to complete the "@home make-up" lesson on-line, you should contact your Centre Manager.

### Refunds

Refunds may only be requested using the Kip McGrath Student Refund Application form if (a) your child is no longer able to attend lessons for which you have pre-paid in advance, or (b) you are dissatisfied with the results of the tuition and wish to seek a refund for lessons that your child has already attended. **Kip McGrath Education Centre** that your child is attending as detailed on page 1 may provide a refund in its absolute discretion. Refunds will be paid directly to your nominated bank account as designated on the Student Refund Application form. If a discount was applied to your original payment, please note that lessons already taken will not attract the discount and the refund amount will be adjusted accordingly.

### Deposits

A deposit equal to two weeks tuition fees is required upon enrolment. Deposits made can be used by **Kip McGrath Education Centre** that your child is attending as detailed on page 1 to pay for any lessons missed by your child and not subsequently paid for. The deposit if unused at that time can be used to pay for the final 2 lessons prior to student graduating tutoring or be refunded at time of graduation provided all lessons have been paid in full, including missed lessons. Students on the Reading Program may require a CD to take home as part of their homework. If required a £5.00 refundable deposit will apply. The deposit will be refunded when your child completes the reading program and all CD's are returned in good order.

### Receipts

Receipts are issued via email upon confirmation of payment.

### Amendment

We may amend these terms and conditions at any time upon 30 days' prior notice to you. You may terminate these terms and conditions if you are not satisfied with the changes to the terms and conditions following the amendment.

I/we acknowledge that I/we have read and understood these Conditions of Enrolment prior to signing the Enrolment Form.

\_\_\_\_\_  
(Signature of parent/guardian)

\_\_\_\_\_  
(Date)

## Conditions of Enrolment - PARENT COPY

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(Signature of parent/guardian)

(Date)  
UK-A-Admin-01- PMTGWY  
[www.kipmcgrath.co.uk](http://www.kipmcgrath.co.uk)