



## **General Terms of Subscription**

**TABLE OF CONTENTS**

1	GENERAL INFORMATION	4
2	ABOUT TECNIS ACADEMY	5
3	PRE-CONTRACT INFORMATION	5
4	PRIVACY POLICY	5
5	PARENTS AND CARERS	5
6	ABOUT YOUR SUBSCRIPTION	6
7	SERVICE USER POLICY	6
8	TERM	7
9	COOLING-OFF PERIOD	7
10	ABOUT OUR TUITION	7
11	FEES AND PAYMENT	9
12	LIMITATION ON LIABILITY	10
13	SUBSCRIPTION SUSPENSION	10
14	YOUR RIGHTS TO END THE SUBSCRIPTION	10
15	OUR RIGHTS TO END THE SUBSCRIPTION	12
16	REFUNDS	12
17	INTELLECTUAL PROPERTY RIGHTS	12
18	CONFIDENTIALITY	13
19	COMPLAINTS PROCEDURE	13
20	EVENTS BEYOND OUR CONTROL	13
21	THIRD PARTY RIGHTS	13

22	DISPUTES	13
23	NO WAIVER	14
24	NOTICES	14
25	SEVERANCE	15
26	ENTIRE AGREEMENT	15

**Last updated: November 2025**

***Welcome to Tecnis Academy's legal terms of subscription. Please read the following important terms and conditions 'Terms' carefully before you subscribe to any of our programs.***

## **1 GENERAL INFORMATION**

- 1.1 The Terms sets out your and our legal rights and responsibilities in relation to the tuition program as well as certain key information required by law. In the UK, the Consumer Rights Act 2015 gives you certain legal rights in relation to the supply of services and nothing in this contract affects your legal rights under this legislation.
- 1.2 These Terms apply to all subscriptions. The program operates on a monthly subscription basis, with continuous enrollment. Classes run continuously with a one month break in August. Students continue their learning in the following academic year after the summer break by progressing to the next class or level in September.
- 1.3 By subscribing to our tuition program, you agree to be legally bound by these Terms (whether signed by you or not). When subscribing for our tuition program you also agree to be legally bound by the following:
  - 1.3.1 our **Service User Policy** which outlines the expected conduct of parents and students at the academy. A copy of this policy is available to view from our website: <https://tecnisacademy.com>; and
  - 1.3.2 any reasonable changes we may make to these Terms in the future, for example, to reflect legal, regulatory or operational requirements. We will give you at least one month's notice of any such change. Any changes will only apply to future periods of your subscription unless otherwise required by law. If you do not agree to the changes, you may cancel your subscription by providing a written notice within 7 days of receiving our update, in accordance with clause 14. Your subscription will continue under the existing Terms until the effective date of your cancellation.
- 1.4 These Terms are available in **English only**. No other languages will apply to these Terms. In this contract '**we**', '**us**' or '**our**' means Tecnis Academy Limited and '**you**' or '**your**' means the person ordering the tuition program.
- 1.5 If you have any questions about these Terms or about any tuition program you have subscribed to, please contact us using the contact information in section 2

## **2 ABOUT TECNIS ACADEMY**

- 2.1 Your tuition is supplied by Tecnis Academy. Tecnis Academy is the trading name of Tecnis Academy Limited. We are a company registered in England and Wales under company number 10607672. Our registered office is at 55 West Street, Sittingbourne, Kent, ME10 1AN.
- 2.2 Our email address is [admissions@tecnisacademy.com](mailto:admissions@tecnisacademy.com).
- 2.3 You can call us on +44 1795 358 030 or text via WhatsApp on +44 7792 834 542. Our telephone lines are open Monday to Friday 12:00-20:00, Saturday 9.30-20:00 and Sunday 10:00-18:00 GMT. Basic call rates apply in the UK.

## **3 PRE-CONTRACT INFORMATION**

- 3.1 The law requires us to provide you with certain key information before you subscribe to our tuition program. We share this information with you during the consultation process, and a copy is also available on our website at [www.tecnisacademy.com](http://www.tecnisacademy.com). The key information we provide forms part of these Terms and can only be changed with your agreement. A link to these Terms is also included in the registration form, and you will be asked to confirm your agreement to them during registration.

## **4 PRIVACY POLICY**

- 4.1 Your personal information is important to us. Any personal information that you provide to us will be handled in line with our Privacy Policy. Our Privacy Policy is available to view from our website: <https://tecnisacademy.com/policies/>.
- 4.2 Please ensure you review the policy to understand how we will process and use your personal data, and your rights including, without limitation, access, correction and deletion of your personal data.

## **5 PARENTS AND CARERS**

- 5.1 You cannot subscribe directly to our tuition program if you are under the age of 18 or lack the mental capacity to do so. If you are a vulnerable person, you will need the support of a parent or carer to complete the subscription process.
- 5.2 All parents and carers confirm that:
- 5.2.1 they are at least 18 years old,
  - 5.2.2 have parental responsibility or formal guardianship of the pupil being enrolled;
  - 5.2.3 they are not prevented by the terms of any agreement from enrolling the student; and
  - 5.2.4 all information provided is complete, up to date and accurate especially any information about SEN.

5.3 You must promptly update us if any provided information changes during the course of tuition.

## **6 ABOUT YOUR SUBSCRIPTION**

6.1 Your subscription with us is confirmed as follows:

6.1.1 You express an interest in our tuition program.

6.1.2 We provide you with additional information about our programs (via a video conference, telephone call, and/or email), including the link to our Terms and Conditions.

6.1.3 You pay the tuition fee in accordance with section 11; and

6.1.4 We send you a welcome email confirming your enrolment.

6.2 Your subscription officially begins once the welcome email has been sent which will include class details, instructions on how to access the tuition platform, guidance to help prepare the student for the first class, and other key information about the program. A link to these Terms will also be provided in the welcome email. You are advised to retain a copy of these Terms for your reference and records.

6.2.1 Your tuition will commence unless you have requested otherwise during the Cooling-off Period (section 9).

6.3 In exceptional circumstances, we may contact you to inform you that your subscription has not been accepted. If your subscription is not accepted, any fees you have paid will be refunded promptly (section 16).

## **7 SERVICE USER POLICY**

7.1 We want to ensure that everybody's experience at the academy is positive, so we have prepared a policy which sets out the rules and behaviours we expect pupils and parents to adhere to during their time with us. We provide you with a copy of the Service User Policy during the consultation process and a further copy is available to view from our website: <https://tecnisacademy.com>. The terms of the Service User Policy are incorporated into and form part of this contract. We may update this policy from time to time to improve the program. If we do, we will notify you of any material changes.

7.2 You agree to comply at all times with all terms of use, policies, and guidelines as published by us on our website or otherwise communicated to you. We reserve the right to amend such terms, policies, and guidelines from time to time at our reasonable discretion; continued use of the service constitutes acceptance of any such amendments.

## 8 TERM

8.1 This agreement between us will continue running until you inform us that you wish to terminate your subscription in line with section 14.

8.2 To terminate your child's subscription you must notify us in writing by email at [admissions@tecnisacademy.com](mailto:admissions@tecnisacademy.com), providing one full term's (three months') written notice (please refer to sections 14 and 24 for further details). Tuition and payments will continue during the notice period.

8.3 Exceptions:

8.3.1 If you are on a **Short Tuition Program**, (up to eight (8) weeks), your subscription with us will automatically terminate at the end of the 8 week tuition period.

8.3.2 If you are enrolled on an **Exam Preparation Program**, (e.g., 11+, GCSE preparation, or any other exam-preparation classes), your subscription with us will **not** terminate upon completion of the examination. You will need to send a written withdrawal notice if you wish to discontinue the program.

8.4 Irrespective of any verbal or written statement made during consultation or registration stages, all programs shall have the standard one-term (three months') written notice period for cancellation, as set out in Section 14.

## 9 COOLING-OFF PERIOD

9.1 You have a statutory right to cancel your subscription within 14 days of entering into this agreement (the '**Cooling-off Period**').

9.2 The Cooling-off Period starts from the date the welcome email is sent, (section 6.1).

9.3 If tuition has already started within the Cooling-off Period, you must pay for any portion of tuition already delivered.

9.4 To cancel, you must email [admissions@tecnisacademy.com](mailto:admissions@tecnisacademy.com) within 14 days. **Cancellations sent by post will not be accepted.** Refunds will be issued within 14 days of cancellation using the same payment method.

## 10 ABOUT OUR TUITION

10.1 Your subscription reserves a place for the student on our tuition program. The fee is payable for the duration of the program, regardless of attendance.

10.2 No refunds or credit notes are issued for missed or unattended classes except where required by law or expressly agreed in writing by us.

- 10.3 Tuition is typically delivered at least once a week during the term time unless otherwise agreed. August is a scheduled break month, during which no lessons are held except if you subscribe your child to the Summer School Program (SSP). Classes will automatically resume in September, at which point most students will move up to the next year group.
- 10.4 Tuitions are delivered in a virtual classroom (via video conference calls only) comprising up to 20 pupils. It is not a one-to-one tuition program. However, one-to-one classes or face-to-face contact may be arranged at your request subject to additional fees. Please contact us if you wish to subscribe to bespoke tuition services which will also be subject to these Terms.
- 10.5 Students enrolled in Exclusive One-to-One (1:1) sessions are assigned a fixed schedule to ensure tutors can allocate their time effectively. Sessions cannot be rescheduled at the request of parents/guardians. Tecnis Academy however recognises that absences may occasionally occur. Parents/guardians must provide **a minimum of one week's prior notice** if a student is unable to attend a scheduled session. Any rescheduling of sessions is **subject to the availability of the assigned tutor**. Requests submitted with less than one week's notice may not be accommodated, and the session may be recorded as absent.
- Tuition fees remain fixed and are payable in full regardless of the student's attendance. We will not provide reductions, refunds, or credits for any missed, cancelled, or unattended sessions.
- 10.6 You are responsible for supplying the pupil's equipment and internet connection.
- 10.7 Your subscription includes one hour of tuition per week (or 30 minutes for Pre-school and 45 minutes for Reception classes). Classes are typically held once a week, subject to national holidays in the United Kingdom. Please note that we do not conduct classes on national holidays, and no replacement classes, credit notes, or refunds will be provided for any sessions that fall on a national holiday. Parents are encouraged to review our academic calendar for key dates using the link: <https://tecnisacademy.com/calendar/>.
- 10.8 We supply the tuition using the reasonable skill and care required by law ("**Professional Standards**"). Although we use Professional Standards, we do not guarantee our tuition will produce a specific academic outcome for your pupil because there are numerous factors beyond our control that contribute to a pupil's academic success (such as the pupils' physical and mental health and the quality of their mainstream education).
- 10.9 The tuition program is designed to supplement mainstream education and is not designed to replace mainstream education. We expect pupils to participate fully in mainstream education whilst attending the program.
- 10.10 Our tuition programs are based broadly on our Indicative Curriculum, which is available upon request. Please note however that:

- 10.10.1 We have sole discretion over the content, pace and method of the tuition program and our Indicative Curriculum is merely indicative. We may choose to deviate from it where it is in our pupils' best interests to do so.
- 10.10.2 The timing of our syllabus may differ from that of pupils' schools. This means that topics covered at school may not be simultaneously covered at the academy. Pupils may therefore be introduced to new topics at the academy ahead of their school's schedule and vice versa. As you may be aware, schools in the UK have autonomy on how and when to teach the curriculum so it is not always possible to align the tuition program with various schools' teaching schedules.
- 10.11 Our program tutors are trained to teach the Indicative Curriculum, however, you should be aware that some of them are based outside the United Kingdom. The program may be taught by different tutors from time to time so you may not have the same tutor from start to finish of the program. We have sole discretion over which tutors are assigned to various programs so you cannot select a preferred tutor for your pupil.
- 10.12 We monitor your pupil's progress via monthly assessments. Your pupil's assessment results will be available to view via our tuition platform. This is our main feedback mechanism; we do not generally offer one-to-one feedback sessions. Please contact us if you have any difficulty accessing your pupil's assessment results.
- 10.13 Access to academy material is restricted to pupils on our programs. You should never grant access to our platform and/or materials to a non-program member whether intentionally or unintentionally. For instance, siblings cannot sit into sessions in the background unless they are formally enrolled on the program. We may end your subscription immediately (without refund) if we suspect you are abusing the program. We may also seek compensation from you if we suspect you have abused our program in any way.

## 11 FEES AND PAYMENT

- 11.1 You agree to pay the subscription fee for your tuition program. The subscription fee applicable to your program is the one advised during the subscription process in section 6.2 ("**Subscription Fee**"). All fees are quoted in pounds sterling (£) (GBP) and are inclusive of 20% VAT. You must pay the subscription fee as set out in this section 11. If you subscribe to bespoke tuition services, you also agree to pay any additional fees applicable in accordance with this section.
- 11.2 The subscription fee is charged on a monthly subscription basis (except for our summer school program or bespoke services, which are payable upfront). We will advise you of your monthly subscription amount during the subscription process outlined in section 6.2 ("**Monthly Subscription Fee**"). The first month's payment may be pro-rated to reflect the number of days remaining in the current subscription month, after which the regular monthly subscription fee will apply:

- 11.2.1 If you are on a **Short Tuition Program** (lasting up to eight (8) weeks), the monthly fee must be paid by you up front. We may agree to allow you to pay in up to six instalments to make payments more manageable. As a result, it is possible that the tuition program may be completed before all payments have been made in full. All instalments must, however, be paid in accordance with the agreed payment schedule, even if the program has ended. The decision to grant any such payment plan is at our sole discretion. This clause does not apply to our Summer School Program or bespoke services, which are payable upfront; or
- 11.2.2 For all other programs, both online and face-to-face, the monthly subscription fee will be collected throughout the duration of the program.
- 11.3 Subject to section 11.4, the monthly subscription fee is payable in advance. We will collect the monthly subscription fee via online payment on the 1st calendar day of each month. The payment will be charged to the payment card provided by you unless you indicate otherwise.
- 11.4 If you subscribe to a program on or after the 25<sup>th</sup> day of the month, we may combine your first (pro-rata) monthly subscription fee with the following month's payment to minimise payment administration. This means that your first payment will be slightly higher than usual, as it will cover both the remaining days of the current month and the next month. In such cases, no payment will be collected in the second month, and regular monthly collections will resume in the third month.
- 11.5 An additional £5 pro-rata fee is applied to cover the administrative and operational costs involved in calculating and processing adjusted charges when services commence, change, or end part-way through a billing period.
- 11.6 If your payment is late, we may charge you interest on the outstanding balance at a rate of four per cent above the Bank of England's base rate. We will email you to let you know if we intend to do this.
- 11.7 If any sum due under these terms remains unpaid after the due date, we may (in addition to charging late payment interest under clause 11.5 and/or exercising our rights under clause 15) refer your account to a third-party debt collection agency. Where we do so, you will be responsible for any reasonable and proportionate third-party costs we incur in attempting to recover the debt.

## 12 LIMITATION ON LIABILITY

- 12.1 Except in the case of legal responsibility that cannot be excluded in law (such as for death or personal injury) or those arising under data protection law, we shall never be legally responsible to you for any of the following losses:
- 12.1.2 losses that were not foreseeable to you or us at the time you subscribed to our tuition program;
- 12.1.2 losses that were not caused by any breach on our part;

12.1.3 business losses; or

12.1.4 losses to non-consumers.

12.2 Subject to clause 12.1 above, our total liability under this agreement shall not exceed the fees paid by you in the 12 months prior to the alleged breach.

### 13 SUBSCRIPTION SUSPENSION

We do not offer a subscription suspension service, so it is not possible to pause your subscription once it has started. You should end your subscription if you do not wish to continue with the tuition. You have the right to end your subscription under certain circumstances, section 14 below sets out those rights.

### 14 YOUR RIGHTS TO END THE SUBSCRIPTION

14.1 You have the right to end your subscription under the circumstances laid out below in this clause.

#### 14.2 Cancellation during the Cooling-off Period

14.2.1 As stated in clause 9, you have a statutory right to cancel your subscription within 14 days of entering into this agreement. We must be notified of your intention to cancel your subscription in writing by email within the 14 days. Failure to properly notify us of your intention within this timeframe will require you to follow the cancellation after the Cooling-off Period procedure laid out at clause 14.3 below.

14.2.2 If you cancel your subscription after we have started the tuition, you must pay us the proportion of the fees applicable to the tuition supplied up until the time of your cancellation request. More information about your right of cancellation during the Cooling-off Period is in section 9. If you wish to end your subscription in these circumstances, please email us at [admissions@tecnisacademy.com](mailto:admissions@tecnisacademy.com) to request a subscription cancellation stating the Cooling-off Period as the basis of your request. **Cancellations sent by post will not be accepted.**

#### 14.3 Cancellation after the Cooling-off Period

14.3.1 You may terminate your subscription at any time after the expiry of the Cooling-off Period by providing a minimum of one term's (three months') written notice of your intention to do so. This notice must be submitted in writing and sent to the contact address specified in these terms.

14.3.2 Your subscription will not terminate immediately upon the date of your notice. Instead, it will remain active for an additional three-month notice period commencing from the end of the month in which the notice is received.

*For example, if you notify us on 10<sup>th</sup> March of your intention to terminate your subscription, the three-month notice period will run from the end of March through 9<sup>th</sup> June. During this period, tuition will continue to be provided as normal, and you will remain liable for all monthly subscription fees due on 1<sup>st</sup> April and 1<sup>st</sup> May, as well as a pro-rata payment for June covering*

*any sessions scheduled up to 9<sup>th</sup> June. No further charges will apply beyond the conclusion of the notice period.*

14.3.3 If you wish to end your subscription in these circumstances, please email us at [admissions@tecnisacademy.com](mailto:admissions@tecnisacademy.com) requesting a subscription termination.

14.3.4 When your subscription ends, it will not affect our right to recover any monies owed to us before your subscription ended.

14.3.5 If you are on a **Short Tuition Program** (lasting up to eight (8) weeks), you will not be able to terminate your agreement after the Cooling-off Period has ended. Section 14.2.2 shall apply to any Short Tuition Program termination.

#### 14.4 **Cancellation due to change of Terms**

14.4.1 If you choose to cancel your subscription because you do not agree with a change we have made to these Terms under clause 1.3.2, your cancellation will take effect at the end of the month in which your notice is received. This clause does not apply to Short Tuition Programs.

### 15 **OUR RIGHTS TO END THE SUBSCRIPTION**

15.1 We are entitled to suspend or end your subscription with immediate effect if at any time:

15.1.1 you fail to pay any amount due under your subscription by the payment due date, and the outstanding balance remains unpaid despite two written reminders issued to you, or if you have failed to settle the total balance equivalent to three months of tuition fees;

15.1.2 in our reasonable opinion, we do not consider the tuition program is suitable for or in the best interests of the pupil; or

15.1.3 you or the pupil commits a serious or repeated breach or non-observance of any of the provisions of this contract including our Service User Policy (for example, you or the pupil are abusive towards academy staff).

15.2 We shall write to you via email if we decide to suspend or bring your subscription to an end under section 15.1.

15.3 If your subscription is brought to an end under section 15.1 (except for sub-section 15.1.2), we may seek to recover any reasonable costs, losses, outstanding fees we have incurred as a result of your breach of contract. We will not charge more than our genuine and reasonable losses arising from the breach. Losses may include staffing costs, allocated teaching resources and administrative charges directly resulting from that breach.

## **16 REFUNDS**

- 16.1 If you cancel after the Cooling-off Period but before tuition has commenced, you will receive a refund of any fees paid less any reasonable administrative costs incurred by us in accordance with section 14. If tuition has commenced or resources have been allocated on your behalf prior to cancellation, any refund will be calculated pro-rata based on services supplied up until cancellation.
- 16.2 You will not be entitled to a refund from us unless:
- 16.2.1 Your subscription is rejected or brought to an end; and
- 16.2.2 There is an overpayment calculated by deducting the total value of fees paid by you from the total value of tuition supplied by us before your subscription was brought to an end.
- 16.3 If there is an overpayment, we shall refund it to you within 14 days from the subscription termination using the payment method used by you.

## **17 INTELLECTUAL PROPERTY RIGHTS**

- 17.1 During the tuition, we may share educational materials with you such as publications, aids, formulas, checklists and other content owned by us or our licensors. When you use such content, you will not own it. Instead, we give you permission to use it for the purpose of receiving the tuition under this contract. You will not distribute, sell, publish or sublicense the content to any third party or use it for any commercial purpose whatsoever. Tecnis Academy and our licensors shall continue to own all intellectual property rights in or arising out of such content.

## **18 CONFIDENTIALITY**

- 18.1 You should make reasonable efforts to maintain the confidentiality of your login credentials associated with your account and must not share such credentials with any other person. You are responsible for all activities conducted through their account, whether authorised or unauthorised.
- 18.2 Our tuition is strictly limited to personal, non-commercial use. You cannot resell, sublicense, distribute, or otherwise exploit any aspect of our services for your commercial gain.

## **19 COMPLAINTS PROCEDURE**

- 19.1 If you have any concerns or complaints regarding these Terms or our services, please follow our Complaints Procedure as set out below before taking further action.

19.2 We want to give you the best possible service. However, if at any point you become unhappy or concerned about the service we have provided, you should inform us immediately so we can do our best to resolve the problem. A copy of our Complaints Policy is available from our website: <https://tecnisacademy.com>.

## **20 EVENTS BEYOND OUR CONTROL**

20.1 We are not liable to you if we fail to comply with these terms & conditions because of circumstances beyond our reasonable control. If the tuition program is affected by events beyond our reasonable control, we will keep you updated with regard to timescales for its resolution. Once the tuition program resumes, we will repeat any cancelled classes (at no additional charge) so pupils receive the full benefit of the program.

20.2 You may end your subscription immediately if we inform you a program interruption is likely to exceed four continuous weeks or if an interruption exceeds four continuous weeks.

## **21 THIRD PARTY RIGHTS**

21.1 No one other than a party to this contract has any right to enforce any term of this contract.

21.2 You cannot assign, transfer, charge, subcontract or deal in any other way with any of its rights and obligations under this Agreement without our prior written consent.

21.3 We may assign, transfer, charge, subcontract or deal in any other manner with any of its rights and obligations under this Agreement at any time without notice to you.

## **22 DISPUTES**

22.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the services we have provided or any other matter, please contact us as soon as possible.

22.2 The laws of England and Wales applies to this contract, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.

22.3 Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in your local courts.

## **23 NO WAIVER**

- 23.1 Any failure or delay by either us in exercising any right or remedy provided under this Agreement or by law will not mean we have waived our right to that or any other right or remedy. It will also not prevent or restrict further use of that or any other right or remedy.

## **24. NOTICES**

- 24.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

24.1.1 sent by email to our email address, [admissions@tecnisacademy.com](mailto:admissions@tecnisacademy.com), or to your email address used to sign up to our service.

- 24.2 Any notice shall be deemed to have been received:

24.2.1 if delivered by hand, at the time the notice is left at the proper address;

24.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

24.2.3 if sent by email, at the time of transmission or, if this time falls outside Business Hours, when Business Hours resume.

- 24.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **25 SEVERANCE**

- 25.1 If any clause or part of a clause of this Agreement is deemed to be, or becomes invalid, illegal or unenforceable, it will be modified to the minimum extent necessary to make it valid, legal and enforceable.

- 25.2 If such modification is not possible, the relevant clause or part of a clause will be deleted. Any modification or deletion of a clause shall not affect the validity and enforceability of the rest of the Terms.

## **26 ENTIRE AGREEMENT**

- 26.1 These Terms, together with the Service User Policy and Privacy Policy and any other documents referred to herein, constitutes the entire understanding between you and Tecnis Academy regarding your tuition subscription and supersedes any prior discussions,

correspondence, or representations, whether verbal or written, that are not expressly included in the Terms or those documents.

- 26.2 Each party acknowledges that, in entering into this agreement, it does not rely on any statements, promise or representation that is not set out in these Terms, the Service User Policy, the Privacy Policy or any other documents referred to herein. Nothing in this clause limits or excludes liability for fraud or fraudulent misrepresentation.