



Home Educators Educating Together (HEET) CIC

TERMS AND CONDITIONS

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1. General

- 1.1. Please read these Terms and Conditions carefully before registering on www.heet.org.uk and attending the classes and events arranged by Home Educators Educating Together CIC. (HEET)
- 1.2. Your access to and use of the above is conditioned on your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use HEET.
- 1.3. Before attending any HEET face-to-face classes, participants should familiarise themselves with the latest relevant government or public health guidance in force at the time of attendance. This includes guidance relating to infectious or communicable illnesses for which specific controls or advice may be issued.

Any person attending the venue may be required to confirm their general state of health and, where appropriate, may be asked to undergo basic health checks (such as a temperature check). HEET CIC Directors reserve the right to refuse entry or require any person to leave the venue if they appear unwell, in order to safeguard the health and wellbeing of all attendees.

Please do not attend classes if you or your child are feeling unwell or displaying symptoms of any infectious or contagious illness. Where appropriate, attendees are advised to seek medical or public health guidance before returning to classes

2. Disclaimers

2.1. HEET cannot take responsibility for

- 2.1.1. individual children on an 'in loco parentis' basis.
- 2.1.2. accidents or injuries which may occur while on site
- 2.1.3. accidents or injuries which may occur in the field and playground adjacent to the Scout Hut
- 2.1.4. accidents or injuries which may occur when walking between venues
- 2.1.5. any other occurrence where parents or guardians allow their charges to leave the premises
- 2.1.6. any property or possessions that are lost, damaged or stolen while attending activities. All property and possessions are left at the risk of the owner.

2.2. Limits of Liabilities

- 2.2.1. The terms and conditions place a limited liability on the 'group' relating to injuries and accidents that may occur at the facilities being hired.
- 2.2.2. At no point does responsibility for a child pass to the group and the group shall not be deemed to be 'in loco parentis' at any time. Parents remain responsible for their children; before, during and after any activities. Parents who allow their children to leave any of the hired premises do so at their own risk. They shall not hold the directors or any persons connected with HEET liable.
- 2.2.3. At no point does HEET take responsibility for any property or possessions that are lost or damaged. All personal property is left and used at the owners' risk.
 - 2.2.3.1. By accessing or using HEET you agree to be bound by these terms and if you disagree with any parts of the terms you may not access the service.
 - 2.2.3.2. It is the parent's responsibility to ensure that they are aware of the Terms and Conditions and HEET does not take responsibility should there be a claim that a parent is not aware of such policies.

3. Parental supervision onsite

- 3.1. HEET requires that **parents stay on-site** with their children for the duration of their time (on-site refers to being present at either the Scout Centre or Youth Centre). Where parents cannot be present - they must sign a **Delegation of Parental Responsibility** form delegating responsibility for their child to a responsible adult who is present on site.
- 3.1.1. Parents of children aged 11 and under are expected to fully supervise their children at all times, during activities and free time. Children must not play outside without an adult present. If you are unable to watch your child directly you must designate another adult to take on parental responsibility in your absence. Your child should be made aware of who this person is.
- 3.1.2. If you cannot be onsite for reasons of emergency you must fill in and hand in the Delegation of Parental Responsibility form to the designated Welfare Officer and appoint a responsible adult to supervise your child. The responsibility remains with the parent and not with HEET.
- 3.1.3. Your child will not be allowed to attend the classes if you do not stay or fill in a Delegation of Parental Responsibility form. This is a required agreement upon registering and signing up for classes. This form can be obtained from the Welfare officers on site or downloaded from the policies and forms page on our website <http://www.heet.org.uk/policies-and-forms>. The Welfare officer is Lisa Fox. Their email is: welfareofficers@heet.org.uk
- 3.1.4. If parents are found to be in breach of their agreement to remain on site or having failed to sign a Delegation of Parental Responsibility form and delegating a responsible adult, Welfare Officer Lisa Fox will advise parents verbally that they are in breach of their agreement.
- In the event of a second breach, the Welfare Officer will issue a written warning to parents. In the event of a third breach, the Directors will advise you in writing that your child or children will no longer be able to attend the group, unless and until arrangements are made for supervising them in strict accordance with the policy of the group.
- If your child is unable to attend the group due to your non-compliance with the group policy, there will be no refunds of fees already paid.
- 3.1.5. Whilst we allow parents to accompany their child during classes, please be respectful of the learning environment. This privilege is allowed at the discretion of the tutor at all times and can be revoked by the tutor (or by any of the Directors) either verbally or written at any time. We cannot offer refunds for classes not attended as a result of this action.
- 3.1.6. Please be advised that the Welfare Officer is not obliged to accept responsibility for your children, should they agree to do so they are only allowed to care for an additional three children.
- 3.1.7. Should for whatever reason the lessons are cancelled at either venue. We may decide to close the venue early. Parents/children will have to leave the venue and the Scout Centre car park (as it will be locked).

4. On site attendance

- 4.1. Parents for Under 12s must sign in when they arrive and sign out at the end of their sessions.
- 4.2. Parents with children in KS3 & KS4 may allow their children to sign in on their own behalf, only if they have signed the Release from Liability form and filled in a Delegation of Parental Responsibility form delegating a responsible adult to look after your child if you are not personally onsite.
- 4.3. **RELEASE FROM LIABILITY:** Parents will be asked upon joining HEET for classes to sign a release from liability to ensure that HEET cannot be held responsible for incidents, accidents and injury occurring during their time at HEET arising from activities or playtime in and around the site.

5. Exam class age guidelines

- 5.1. In consultation with the tutors, the recommended age is 14 years for all IGCSE or equivalent exam classes, as a degree of academic and emotional maturity is required for the intensity of these one year classes.
 - 5.1.1. For A level classes, students should be 16-18 years old when the course begins. Younger children who fulfil the criteria for studying the A Levels may also be able to join the course (see 5.2) The parent/guardian must be aware and accept that their children's peers may be over 18 years old.
- 5.2. However, recognising that the home educating community is diverse - if parents and children feel very strongly about wishing to begin their exam journey earlier - they may approach the Directors to help them arrange a discussion between themselves and the tutors as to their child's suitability to join the exam classes. It must be noted that it is at the discretion of the tutor as to whether it is appropriate for the underage child to join the exam classes.
- 5.3. HEET may request a test / assessment to be completed prior to joining a particular class. In which case, this will have to be completed to a satisfactory standard to be eligible for the class as assessed by the tutor.
- 5.4. If it is agreed that the child may be ready despite their age to join the class then they will be allowed to join the class as per the other (I)GCSE or A Level students. During the course, parents and tutors will review the student's progress and make a decision as to whether it is in the best interest of the student to continue. If it is agreed that the student cannot continue with the course, the student will have to stop attending the classes, No refund will be given for the fees paid but further subscriptions will be cancelled.
- 5.5. All examinations and any Access Arrangements for students need to be booked by the parents. This also includes any practical endorsements required for A Levels.
- 5.6. Classes must be supplemented with thorough independent study of the course materials in order to be ready for examinations. Parents are responsible for making sure their children complete extra study, homework tasks and are 'exam ready' when the time comes. It is important that this responsibility rests with the parent because some students may choose to take the (I)GCSE and A Level classes without taking the exam.
- 5.7. It must be noted that attendance of these classes does not remove/replace your parental duty to provide a suitable education for your child, we are not a school.

6. Payments

- 6.1. We aim to keep fees as low as possible and classes accessible to all families. However, to cover essential costs including, but not limited to, venue hire, tutors, refreshments, and resources, a charge is required for all classes. Once payment has been made, fees are non-refundable.

All payments contribute solely to the essential costs of running the groups. HEET operates as a Community Interest Company and not-for-profit organisation. It is not a profit-making business, educational institution, or childcare provider.

For courses that run over more than one academic year, full details of fees and payment plans will be provided in the relevant course or product description. Payment plans may cover the full duration of the course or be arranged on a year-by-year basis, with bookings made at the start of each academic year. Fees may be subject to change between academic years. Any adjustment to hourly rates will be made only where necessary to ensure the ongoing viability of the class and will be applied as an alternative to course cancellation.

- 6.1.1. **All payment** is via **ClassForKids** or **website booking system** only. If you require assistance please approach one of the directors.

- 6.2. We cannot refund classes that do not run due to extenuating circumstances, such as adverse weather, terrorist lockdowns etc.
- 6.3. You or your designated student may not attend classes that you have not pre-booked and paid for in advance.
- 6.4. Students enrolled in classes must be those who attend. Parents/Guardians are not permitted to offer or sell their child's place to another student or swap classes without prior consent. Please contact coordinators@heet.org.uk to discuss options for transferring classes and students.

7. Fees

7.1. Registration Fee

A £30 registration fee will be automatically added to your first payment. This fee is payable per academic year, per immediate family. The registration fee is non-refundable once the academic year has started.

7.2. Amendment Fee

An amendment fee of up to £30 may be charged for each change made to a booking, depending on the administrative time required.

7.3. Late Payments

Payments will be attempted for up to 14 days following the scheduled payment date. If payment is not successfully received after this period, a late payment fee of £25 will be applied and automatically added to the next scheduled payment.

It is your responsibility to ensure your contact email address is kept up to date. Payment arrears are dealt with in accordance with section 8.4.

7.4. Financial Difficulties

If you are experiencing financial difficulty or anticipate being unable to meet a scheduled payment, please contact the HEET Directors as soon as possible to discuss available payment options. Early communication is encouraged so that alternative arrangements may be considered where feasible. Failure to make contact may result in late payment fees being applied in accordance with these Terms and Conditions.

7.5. Fee Reductions and Waivers

The Directors reserve the right to reduce or waive fees at their discretion. Any such decision will be treated as an exception and does not set a precedent for future fees

8. Payments and cancellation policy

8.1. Subscription Payments

Upon booking, an automatic subscription payment will be set up. The first payment will usually be taken on 1 September or, where applicable, on the 1st of the month following the booking date. Subsequent payments will be collected on the 1st of each month, in line with the payment plan confirmed at checkout

8.2. Cancellation during the Cooling Off Period

HEET offers a 14-day cooling-off period to allow customers to assess the suitability of the classes. To cancel during this period, written notice must be provided by email to coordinators@heet.org.uk within 14 days of the first lesson following the initial payment.

- If all classes are cancelled before the academic year begins, the registration fee will be refunded.
- If classes have already started, the registration fee is non-refundable. Any refund due will be reduced by the £30 registration fee and the cost of any lessons already delivered, whether attended or not.

The cooling-off period applies only to cancellations taking effect within the 14-day period. Requests to cancel for dates beyond this period will be treated as cancellations outside the cooling-off period.

8.3. Cancellation outside of the Cooling Off Period

If a subscription is cancelled after the cooling-off period or by any method other than written notice, HEET reserves the right to pursue any applicable amendment fees, outstanding payments, interest, and recovery costs, as set out in these Terms and Conditions.

8.4. Refunds, Non-Attendance and Arrears

8.4.1. Non-Attendance

Refunds cannot be offered for classes that are paid for but not attended, or for future classes within the same course or academic year. Subscriptions represent a commitment for the duration of the course and allow HEET to meet essential running costs, including tutor fees.

8.4.2. Payment Arrears

Interest on overdue payments will be charged at Bank of England Base Rate plus 8% per annum, calculated monthly.

If you are experiencing temporary financial difficulties, please contact Zerka Butt at directors@heet.org.uk. Requests will be considered on a case-by-case basis and reviewed by three HEET Directors, including the Finance Director.

8.5. Cancellation by HEET

If HEET cancels a course, refunds will be issued for any payments made for future cancelled classes, and the associated subscription will be cancelled.

Where a tutor is unable to deliver more than two classes and no suitable cover or alternative work can be provided, HEET will endeavour to issue refunds at the end of the academic year; however, no guarantee or assurance is given.

8.6. Refund Requests and Discretionary Refunds

All refund requests must be submitted in writing to coordinators@heet.org.uk.

Where a request falls outside these Terms and Conditions, the Directors may consider a discretionary refund following a financial review. This review may take place at the end of the academic year or, for two-year courses, at the end of the course. Any discretionary refund offered, including the amount, is entirely at the Directors' discretion.

8.7. Chargebacks

If a chargeback is unfairly initiated through a bank, card issuer, or payment processor, HEET will seek to recover any sums refunded, along with any third-party processing fees incurred. An administration fee of £20 per transaction will apply. Interest will be charged at 8% above the Bank of England base rate in accordance with section 69 of the County Courts Act 1984.

8.8. Late Course Enrolment

Students joining a course after it has begun will be charged pro rata for all remaining classes.

Cancellation policy summary

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| To cancel, you must email coordinators@heet.org.uk | |
| Cancelling before the academic year starts | <p>Individual class - Cost of cancelled classes refunded in full</p> <p>All classes - Cost of cancelled classes and Registration Fee refunded</p> |
| <p>Cancelling within the cooling-off period</p> <p>- Any time up to the end of the fourteenth day from the date on which the first lesson takes place following booking.</p> | The registration fee is non-refundable. Any refund due will be reduced by the £30 registration fee and the cost of any lessons already delivered, whether attended or not. |
| Cancelling at any other time | <p>No refund due.</p> <p>Outstanding payments are still due.</p> <p>Customers can apply for a discretionary refund. (8.6)</p> |

9. Termination of services

- 9.1. We reserve the right to terminate a class if numbers fall beyond break-even point. While we will make all reasonable efforts to continue all exam based classes even if numbers fall to ensure continuity of teaching for students, we reserve the right to close any class if they become financially unsustainable.

10. Special needs

- 10.1. While some of our classes are run by volunteer parents who are not trained teachers and professionals, we at HEET will make reasonable efforts to accommodate and support those with SEN. We will endeavour to support and partner with tutors and parents to help the student progress as far as is reasonably possible within our means by making any reasonable adjustments. Where appropriate, parents/assistants/support carers are welcome to participate in the classes alongside their child/student to assist them if required.

11. Equality and diversity

- 11.1. We aim to be an organisation that values, recognises and responds to the diverse needs of our students and those we serve. We adhere to the Equality Act 2010 and will not discriminate against any person or other organisation with particular reference to the protected characteristics.

12. Photography and recordings

- 12.1. **Photography Restrictions**
Photos of students must **not be taken, shared, or posted on any public website or social media** without the **explicit consent** of both the child and their parent or guardian.
- 12.2. **Parental Consent Required**
No photographs may be taken or circulated in any form without parental consent. Any location tagging or metadata that could identify the student must be **disabled**.

12.3. Consent Forms

Photo consent forms are available on-site from the welfare officers. Only students with a signed consent form may be photographed.

12.4. Online Class Recordings

All online classes are **recorded by tutors only** as part of the course. Recordings are shared in a **secure, view-only format** and are accessible **only to enrolled students**. By registering for online classes, students and parents consent to HEET using these recordings **for the duration of the course**. Recordings are stored securely and are **deleted at the end of the course or after exams**, whichever comes first. See the **'Online Safeguarding Agreement for Parents'** for further details.

12.4.1. Content and Digital Materials:

- All materials displayed on the Service ("Content") are owned by HEET or its licensors.

Permitted Use:

- Students may retrieve and display Content on a computer screen for personal use related to the Service.

Prohibited Use:

- Without prior written permission, students and parents may **not**:
- Redistribute Content, including as part of any library, archive, or similar service.
- Retrieve, display, or print Content for anyone else.
- Remove copyright or trademark notices from copies of Content.
- Create a database by systematically downloading or storing all or part of the Content.
- Modify, reproduce, publish, or commercially exploit any Content.
- Share login credentials or access with any other party.
- Use a subscription to provide tuition or services to others.
- Permit or enable any third party to carry out the above acts on their behalf.

13. General guidelines

- 13.1. Parents are expected to actively support and be involved with their child/children during the activities, unless the tutor specifies that parental involvement is not required.
- 13.2. Parents and children are asked to be respectful towards the person delivering the activity and model good listening skills. Respect must be shown to everyone and anyone within HEET, as well as to any outside agencies.
- 13.3. Children are expected to bring relevant material, notebooks, pencils etc required by the tutor, to be punctual to classes and to inform the tutors if they are going to be late or unable to attend. They should endeavour to participate and complete homework as required by the tutors.
- 13.4. We are a community of home educators and everyone is expected to contribute. It is not the responsibility of the tutor to tidy up at the end of a lesson; this is the responsibility of the class members and their parents. Parents are expected to help set up/put away the tables and chairs, sweep floors, Hoover and mop as necessary and leave the buildings tidy at the end of sessions and at the end of the day.
- 13.5. We are continually seeking to improve the Service. We reserve the right, at our absolute discretion, to make changes to any part of the Service provided it does not materially reduce its content or functionality.

14. Health and safety

14.1. You MUST:

- 14.1.1. Read and follow all signs at the venue
- 14.1.2. Accept and read the Health and Safety Policy – available on the website
- 14.1.3. Accept and read the Safeguarding Policy – available on the website
- 14.1.4. Accept and read the Anti Bullying Policy – available on the website
- 14.1.5. Accept and read the IT and Data Protection Policy – available on the website

15. Allergens

- 15.1. While we cannot make the Scout Centre or Youth Centre allergen free, we will endeavour to be considerate towards families whose children have severe allergies.
- 15.2. It is the responsibility of the parents to ensure their child is safe, has required medication and that they make tutors and volunteers aware of allergies. HEET cannot accept any liability in the event of an allergic incident.
- 15.3. It is requested that in consideration to other families that nuts are not brought into the premises.

16. Kitchen rules

- 16.1. Children under 10 are **NOT** allowed into the kitchens without adult supervision.
- 16.2. Parents and older children are welcome to use the kitchen facilities. Parents are encouraged to direct their children to clean up after themselves but are ultimately responsible for ensuring that anything used by their family is **washed, dried and put away, making sure that surfaces are wiped clean.**
- 16.3. It is the responsibility of **all** home educators attending HEET to tidy and restore the teaching rooms, communal areas, kitchen and outdoor area as we found them.
- 16.4. Please dispose of all litter, leaving areas clean and tidy. Parents must ensure that their children do not litter or leave food waste either inside the building or in the grounds of the building. ***Parents are responsible for wiping tables used by their family and clearing up spillages. No food/snacks are permitted on the first floor of 'The Point'.***

17. Dogs and pets

17.1. Pets Not Permitted

Due to venue terms and conditions, pets are not permitted inside any venue buildings or on the grounds outside. Students and parents must not bring pets into these areas under any circumstances.

18. Online classes

- 18.1. Please make sure you have read and follow our Online Safeguarding Agreement for Parents. By booking and agreeing to our Terms and Conditions you are also agreeing to The Online Safeguarding Agreement. Any breach of the Online Safeguarding Agreement will constitute a breach of our Terms and Conditions.

19. Changes

19.1. Amendments to Terms and Policies

The Company reserves the right to **amend or update these Terms and Conditions** at its discretion.

Your continued use of the Services constitutes **acceptance of any such amendments**.

Any changes to our policies will be communicated via **email**, and updated on other relevant pages of the website. In the event that a change to the Services, site, documentation, or classes **adversely affects users**, we will make reasonable efforts to notify all affected users via email.

20. Breaches of terms and conditions

20.1. Preservation of Rights

Failure or delay by HEET to enforce any provision of these Terms and Conditions shall **not constitute a waiver** of its rights. HEET remains entitled to exercise its rights and remedies at any time, including in respect of past, present, or future breaches of these Terms and Conditions.

20.2. Consequences of Breach

If you, or any member of your family who uses our Services, **breach these Terms and Conditions**, HEET reserves the right to:

- **Refuse future bookings**, including bookings in subsequent academic years, regardless of any renewed agreement to the Terms and Conditions;
- **Cancel any existing bookings** for you, your children, or any family member; and
- Apply an **amendment fee** if notifications regarding exclusion are ignored.

These measures may be applied at the HEET discretion at any time during the academic year.

20.3. Conflicts with Other Policies

In the event of any conflict between these Terms and Conditions and the HEET's **Terms of Use, Privacy Policy, or any other legal terms or notices** appearing on the Service or website, **these Terms and Conditions shall take precedence**.

20.4. Severability

If any provision of this Contract is found to be unenforceable or invalid, the **remaining provisions shall continue in full force and effect** and shall not be affected.