By making an application, the parent or guardian (referred to as the "parent" in these Terms and Conditions) accept that:

1. these, together with the section headed "Other Important Information" Annex I to this document (the Rules and Regulations) are the Terms and Conditions of the contract between them and Reach Cambridge Limited (a company registered in England under company number 05155407, "Reach Cambridge"). Annex I to this document (the Rules and Regulations), Annex II (Online Courses Safeguarding Policy) and the Complaints Handling Policy in Annex III are attached to this agreement for your reference but do not otherwise form part of these terms and conditions;
2. the parent has read and accepts the Terms and Conditions and has read and agrees, that the student will abide by the rules and regulations set out in Annex I below;
3. the parent has read, understood and familiarised themselves with our Online Courses Safeguarding Policy in Appendix II, in respect of child protection and online safety and ensured that the student has read and understood this too;
4. all information supplied in connection with the application is accurate, complete and true and they will inform Reach Cambridge Limited of any changes to such information, in particular of:
5. any new, or change to an existing, medical condition, learning difficulty, special educational need or disability which is relevant to the ability of Reach Cambridge Limited to cater for the student; and
6. the contact details of the parent;
7. no other person's consent is required for the student to attend the program;
8. Reach Cambridge has a privacy notice which explains how we will use and share the parent's and the student's personal data. The privacy notice is published on our website. The Parents must read the privacy notices in full and show the student a copy before entering into this agreement.
9. the parent shall indemnify Reach Cambridge and will keep Reach Cambridge indemnified against all claims, costs, proceedings, demands, losses, damages, expenses or liability whatsoever arising as a result of the parent or the student's breach of the contract or violation of the rules and regulations;
10. Reach Cambridge intends to run the relevant program in accordance with the agreed personalised learning plan, but reserves the right to make reasonable amendments in

accordance with these Terms and Conditions;

11. these Terms and Conditions and the section headed "Other Important Information" contain the whole agreement between Reach Cambridge and the parent in relation to all aspects of the program. The Terms and Conditions and the section headed "Other Important Information" supersede all previous agreements, arrangements and understandings but nothing herein shall be read or construed as excluding any liability resulting from any fraudulent act or omission by any party. Reach Cambridge provides parents of prospective students with information about the educational services it provides in good faith. This information may be contained in the website / brochures or other promotional literature or in statements made by staff or pupils during a visit or an open day. If the Parent wishes to take account of the information provided to them when deciding whether to enter into this agreement they should seek specific confirmation from a Reach Cambridge representative that the information is accurate before completing their application to Reach Cambridge;
12. Reach Cambridge reserves the right to make reasonable changes to these Terms and Conditions. Notice of any changes will be given to all parties. Parties have a period of one month following notice of any changes in which to make known any objection. Once this period of one month has elapsed, all parties will be deemed to have consented to the changes;
13. the benefits and burdens of this agreement may be freely assigned or transferred by Reach Cambridge;
14. only Reach Cambridge and the parent are parties to this agreement. No third party shall be able to enforce any provisions of this agreement; and
15. this agreement together with each matter relating to the provision of educational services by Reach Cambridge shall be governed exclusively by English law and the parties submit to the exclusive jurisdiction of the English courts.

Other important information

Eligibility

15. Reach Cambridge accepts all students subject to their eligibility for the program and the availability of a place. Whether a student is eligible for the course remains at the discretion of Reach Cambridge. Reach Cambridge programs are open to students of all nationalities. All

courses as standard are open to students who will be between the ages of 12 and 18 in the year of the relevant course, though Reach Cambridge retains the discretion to allow students outside of this age group to attend any program. Reach Cambridge operates in accordance with its obligations under the Equality Act 2010.

Application acceptance

16. For the avoidance of doubt, the agreement is formed and legally binding when Reach Cambridge receives payment for the agreed learning plan.

Promotional discounts

17. Discounts cannot be applied retrospectively to existing bookings and only one discount can be applied to a booking.

Right to cancel

18. You can cancel this contract within 14 days without giving any reason. However, you do not have the right to cancel if you requested for us to start providing the services during the cancellation period and the services are fully performed (ie the tutorials have taken place) during this period.
19. The cancellation period will expire 14 days after the day of the conclusion of this For the avoidance of doubt, the contract is concluded at the point at which payment has been received.
20. If you want to cancel this contract, you must let us know by email at info@reachcambridge.com.
21. To meet the cancellation deadline, it is sufficient for you to send your cancellation request before the cancellation period has expired.
22. For cancellation outside of the 14 day statutory period, cancellation fees apply as outlined below.

Effects of cancellation

23. If you cancel this contract within the 14 day cancellation period, we will refund all payments

received from you unless you requested for us to start providing the services during the cancellation period, in which case you must pay us:

24. for the services we provided up to the time you told us that you want to cancel this contract, which will be an amount in proportion to the services performed up to that point in comparison with the full price under this contract; or
25. the full price under this contract, if you lost your right to cancel this contract because the services were fully performed (ie the work was completed) during the cancellation period.
26. If the contract is cancelled during the 14-day statutory cancellation period, Reach Cambridge will, without undue delay and no later than 14 days after notification of cancellation, reimburse all payments made (including the deposit). No fee will be incurred in respect of the reimbursement.
27. For cancellation outside of the 14 day statutory cancellation period, the following cancellation charges are applicable:
    1. More than 200 days before the date of the course: no cancellation charge.
    2. 200-100 days before the course start date: 50% of the total program price.
    3. Under 100 days before the course start date: 100% of the total program
28. Reach Cambridge will make any reimbursement via the same means of payment as you used for the initial transaction, unless there is an express agreement otherwise.
29. As per the rules and regulations set out in Annex I below, students are expected to attend all sessions as scheduled. Where a student is unable to attend a scheduled session for any reason, 24 hours' notice must be provided either via email or over the phone.
30. Where this notice is not provided, no refund will be made for the session. Whether or not the session can be rescheduled will be entirely at the discretion of Reach Cambridge, as will the question of any additional charges required for that session.

Satisfaction guarantee for online tuition packages only

31. Reach Cambridge aims to provide top quality tuition that will satisfy our customers that students are getting a valuable addition to their learning. We are confident that with our years of experience we are able to pair students with first rate tutors in their chosen subject.
32. Customers pay for our tuition packages up front. If after the first session you are not satisfied, Reach Cambridge promises to reimburse all payments. Reimbursement will be paid via the same means of payment as you used for the initial transaction, unless there is an express agreement otherwise. Reimbursement will only be made where a request is made in the

format set out below.

33. To request a cancellation and reimbursement for the remaining sessions, simply contact one of our team at info@reachcambridge.com. In that email you should specify:
    1. Which tuition package you purchased; and
    2. Why you are not satisfied with the package.
34. Please note that simply having a change of mind will not be sufficient to be eligible for reimbursement.
35. Reach Cambridge may, in exceptional circumstances, allow you to use a non-refundable program deposit as credit towards an online course. In such cases, this amount remains non-refundable and is exempt from the general online courses cancellation terms and money back guarantee.

Student discipline and behaviour

35. The Parent accepts the authority of members of staff of Reach Cambridge to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the student and of other students. Disciplinary action will be conducted under fair procedures in accordance with the requirements of natural justice. We reserve the right to dismiss any student found in breach of Reach Cambridge's rules and regulations. Should the student be found to be in breach of any of these rules, Reach Cambridge has the right impose an appropriate sanction as more specifically described in the sections below or to place the student on a period of probation or, in serious cases, to permanently dismiss and repatriate that the student at the parent's own expense without refund of any of the program fee. The seriousness of any breach includes consideration of repeated breaches, the cumulative effect of which is to make the student's continued participation in the program untenable.
36. Students who have been dismissed from the program will not normally be permitted to join a future program, though this decision remains in the sole discretion of Reach Cambridge.

Medical requirements

37. Parents are responsible for informing us on application of all educational or other special needs or disability regarding the student. In order to provide the best experience possible, this information is circulated sensitively and in compliance with the Data Protection Act to the appropriate staff.

Technology

38. The parent agrees to provide all service, telephony and/or other fees and costs associated with accessing the online lessons. Headphones and a microphone must be used.
39. Parents should procure, maintain and pay for the latest available version of security software to protect against the transmission of viruses and other computer malware during lessons.
40. The parent acknowledges that all lessons will be recorded for safeguarding, quality and training purposes and you agree to the storage and use of such Recordings by Reach Cambridge. Online lesson recordings are held for 28 days.
41. Parents and students acknowledge and accept that from time to time, they may experience entire or partial failure of your video during a lesson due to fluctuations or insufficient bandwidth and under such circumstances. Students agree that the lesson shall continue without video and confirm that this is acceptable in all circumstances. For the avoidance of doubt, students will not receive a full or partial refund for bandwidth-related interferences.

Responsibility/Liability

42. Reach Cambridge will exercise reasonable care and skill in arranging and conducting the program. However, unless negligent or guilty of some other wrong doing causing injury, loss or damage Reach Cambridge cannot assume responsibility or liability for any damage, loss, claim or injury of any kind whatsoever resulting from any act of omission, commission or inadvertence of any third-party provider or carrier or other company or person rendering any of the services required as part of the program. Nor can Reach Cambridge be responsible for any student who breaks the rules and regulations and in doing so suffers loss or injury.
43. To the maximum extent permitted by law, Reach Cambridge excludes liability for any loss or damage of any kind howsoever arising, including, without limitation, any direct, indirect or consequential monetary or other loss suffered by a parent or student as a result of the student taking part in a Reach Cambridge program but if Reach Cambridge is held by an English court to be directly responsible for any such loss or damage, we will pay up to an amount equal to the price paid to Reach Cambridge for the relevant program in respect of such loss or damage suffered by the parent or the student .
44. An event beyond the reasonable control of Reach Cambridge or the Parents is a Force Majeure Event and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of

disease, failure of utility service or transportation. If either Reach Cambridge or the Parent is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues. If the Force Majeure Event continues for a total period greater than 60 days, the party in receipt of notification may terminate this contract by providing at least three working days' notice in writing to the other party.

45. Nothing in these Terms and Conditions shall exclude any liability of Reach Cambridge for death or personal injury arising from its own negligence nor affect any rights which the parent or student have as consumers or otherwise or which may not be excluded or limited under any applicable law.

Annex I: Rules and regulations

1. **Course Attendance**

All Reach Cambridge students are expected to participate fully in all lessons and complete all projects and homework assignments on time.

Students are expected to login punctually for each online lesson and to have a full attendance record for the duration of the online course. Persistent offenders will have their parents notified and in extreme cases, may be permanently dismissed.

Students should attend all sessions as scheduled or provide 24 hours' notice if there are an issues. The effects of failing to provide notice are set out under the cancellation section above.

2. **Mobile Phones**

Use of mobile phones during lessons organised by Reach Cambridge is prohibited. The inappropriate use of mobile phones or other electronic or media devices is strictly prohibited.

3. **Respect for the community**

All Reach Cambridge students are expected to respect the rights of all members of the community. This includes other Reach Cambridge students (if applicable) and staff. All Reach Cambridge staff are entitled to equal respect, irrespective of their role, and any disrespectful or inappropriate behaviour towards them will result in reprimand.

4. **Appropriate Behaviour**

All Reach Cambridge students are expected to behave respectfully at all times. Anti-social behaviour includes bullying, racism, verbal harassment and verbal assault. Any kind of anti-social behaviour can result in contact with parents for support. Repeated anti-social behaviour can result in the student being permanently dismissed.

All students are encouraged to report any anti-social behaviour to a member of staff, whether that behaviour is in relation to another student or a member of staff.

Annex II: Online courses safeguarding policy

Introduction

a) Safeguarding Statement

At Reach Cambridge the welfare of our students is of the utmost importance. Beyond complying with our legal obligations in working with young people, we aim to create a safe and secure environment for all students who attend our programs in Cambridge and our online courses. Whilst the Designated Safeguarding Lead (currently Luke Belmar-Jones, Assistant Director luke.belmar-jones@reachcambridge.com) has overall responsibility for implementing and promoting our safeguarding policy, child protection is the responsibility of everyone who works at Reach Cambridge, and safeguarding issues inform our recruitment, staff training, policies and procedures.

b) Legislative Framework & Guidance

Reach Cambridge is committed to complying with all the relevant legislation and guidance relating to safeguarding; our policies and procedures have been developed incompliance with these obligations, and notably the Department for Education *Keeping Children Safe in Education* statutory guidance (*Updated & reviewed annually)*, alongside the *Working Together to Safeguard Children* statutory guidance (*Updated & reviewed annually*).

c) Policy Aims

The aim of this policy is to safeguard all students and other persons using Reach Cambridge Online Courses while they are in communication with Reach Cambridge.

This policy document contains the responsibilities of all persons using Reach Cambridge Online

Courses, including students, parents or guardians (responsible adults), tutors and Reach Cambridge staff.

It is important that all persons using or working on behalf of Reach Cambridge Online are aware of this policy and have familiarised themselves with the detailed Safeguarding Procedures.

We recognise that safeguarding duties do not end outside of the classroom. All our staff undergo annual safeguarding training and understand their responsibility to be alert for signs of safeguarding issues and how to report them.

Online Courses Safeguarding Policy

a) Responsibilities: The Student

Students can fill in an application form but they cannot begin a Reach Cambridge Online Course until a parent/responsible adult has formally agreed to the Terms and Conditions.

The student shall:

- Familiarise themselves with the guidelines on attendance, use of technology, respect for the community and appropriate behaviour outlined in the Rules & Regulations.
- Treat the tutor and Reach Cambridge course adviser with respect, and not subject them to abusive behaviour or language.
- Carry out all lessons/personalised advice lessons which use video in a communal area of the house such as a living room or kitchen and not a bedroom.
- Not make any improper suggestions to the tutor or the Reach Cambridge course adviser.
- Not share any inappropriate or personal material via the Zoom Chat or Screenshare functions.
- Have no inappropriate communication with the tutor or Reach Cambridge course adviser outside the lesson.
- Report any dispute with a tutor to a parent/responsible adult, or to a member of the Reach Cambridge advisory team as soon as possible.
- Report any behaviour by a tutor within a lesson which does not conform to the safeguarding policy laid out below.
- Be aware that all lessons are recorded for safeguarding, training and quality assurance purposes, and are kept for review for a period up to 28 days (see item **g) Recording of Lessons**). Lessons may also be observed by a member of the Reach Cambridge advisory team.

b) Responsibilities: The Parent/Guardian/Responsible Adult

The parent/responsible adult shall:

- Act as sponsor and guardian when signing the Terms and Conditions of the Reach Cambridge Online Course.
- Ensure the student is fully aware of and compliant with the Reach Cambridge Online Safeguarding Policy and Rules & Regulations.
- Ensure that any lessons carried out by video are held in a communal area of the house such as a living room or kitchen and not a bedroom.
- Ensure the student has no inappropriate communication with the tutor outside of the lesson.
- Report any dispute or unsolicited communications between the tutor and student to a member of the Reach Cambridge senior team if appropriate.
- Ensure that the online facilities are as safe as possible, including the most up to date software and a safe and reliable internet access.
- Be aware that all lessons are recorded for safeguarding, training and quality assurance purposes, and are kept for review for a period up to 28 days (see item **g) Recording of Lessons**). Lessons may also be observed by a member of the Reach Cambridge advisory team.

c) General Safeguarding Principles for all Tutors and Staff:

- All tutors & staff receive a formal interview before they can begin teaching, in which their general safeguarding awareness is tested.
- DBS checks are carried out annually and staff are encouraged to sign up to the DBS update service where possible.
- Staff undergo annual safeguarding training (at a level deemed appropriate for their role & responsibilities).
- In addition, all staff receive a copy of the general Reach Cambridge Safeguarding Policy.

d) Responsibilities: The Tutor

The tutor shall:

- Ensure that their environment does not display any inappropriate images or documentation capable of being viewed by the student or parent/responsible adult when conducting a session.

- Carry out all lessons which use video in a communal area of the house such as a living room or kitchen and not a bedroom.
- Ensure that all tuition takes place on a central Reach Cambridge Zoom account (or alternative platform as outlined by Reach Cambridge).
- Inform Reach Cambridge and log when their lessons are being held, how long for and with which student *prior* to the session taking place. Any change in schedule should also be indicated.
- Treat students fairly and with respect, using appropriate language.
- Ensure that content shared with students online must be age-appropriate and lesson plans should be shared with the Reach Cambridge advisory team in advance of teaching.
- Not stray to any social media platforms during lessons.
- Ensure that they have no contact of any kind with the student or parent/responsible adult outside the scheduled lessons.
- Not share personal contact details (even a work email address) with students – this applies to Facebook, Twitter, Instagram and all other forms of online social media.
- Report any dispute with a student or parent/responsible adult to a member of the Reach Cambridge advisory team.
- Be aware that all lessons are recorded for safeguarding, training and quality assurance purposes, and are kept for review for a period up to 28 days (see item **g) Recording of Lessons**). Lessons may also be observed by a member of the Reach Cambridge advisory team.

e) Responsibilities: Reach Cambridge

Reach Cambridge shall:

- Ensure that all tutors hired possess up-to-date DBS checks and have been provided with the full Reach Cambridge Safeguarding Policy.
- Copy the parent/responsible adult into all communication with the student.
- Ensure that any contact with the student or parent/responsible adult is appropriate and occurs via a member of the Reach Cambridge advisory team.
- Have in place a regular quality assurance process to ensure that lessons are both age-appropriate and of a high standard.
- Ensure that all tuition and personalised advice lessons take place on a central Reach Cambridge Zoom account (or alternative platform as outlined by Reach Cambridge).
- Deal with any and all reports of disputes between parties in accordance with the safeguarding

principles and the Rules & Regulations and Terms and Conditions.
- Record all lessons for safeguarding, training and quality assurance purposes, and keep these recordings for review for a period up to 28 days before deleting them from our records (see item **g) Recording of Lessons**).
- Regularly review the Online Safeguarding Policy to ensure that it is relevant and adequate to safeguard all persons using Reach Cambridge Online Courses.

f) Privacy

The contents of all email communications between tutors, parents/responsible adults and students will be done via a member of the Reach Cambridge advisory team, so that the tutor's personal email is not shared with the student or parent/responsible adult.

All email communication between the Reach Cambridge advisory team and the student will be copied to the parent/responsible adult.

All personal details about the student and parents, including contact address and phone number, will remain private and confidential and will not be available to the tutor.

All data held by Reach Cambridge is in accordance with the General Data Protection Regulation (GDPR) guidelines.

g) Recording of Lessons

All lessons will be recorded for review, to ensure correct qualitative and safeguarding practices are being maintained, and in accordance with the UK government's guidelines on online safety issues.

Some lessons may also be observed by a member of the Reach Cambridge advisory team during the Zoom call (this will always be the case for the first lesson).

Recordings of the lessons may be kept for review for a period of up to 28 days. After this point, they will be deleted from our records.

h) Compliance

All parties aforementioned have a responsibility to familiarise themselves with the Online Safeguarding Policy.

Any report of a breach in Online Safeguarding Policy will be investigated by the Reach Cambridge advisory team and either dealt with as appropriate or passed on to the appropriate authority to

investigate.

g) Review

The Reach Cambridge Online Safeguarding Policy, in conjunction with the full Reach Cambridge Safeguarding Policy, will be reviewed by Reach Cambridge at least once a year to ensure it is adequate and relevant to safeguarding standards.

For your reference:

Annex III: Complaints procedure

Reach Cambridge is committed to providing a quality service to all those who apply to our programs. One of the ways in which we continuously try to improve our service is through listening and responding to the views of all those who apply and partake in our programs. We reply to all complaints, and will always aim to put right any mistakes.

Reach Cambridge aims to resolve complaints promptly and professionally. Where concerns cannot be resolved informally (by contacting the relevant Program Director directly or another senior member of the team via email or telephone), our formal complaints procedure should be followed:

1. Where it is not possible to resolve a complaint informally (by contacting the relevant Program Director directly or another senior member of the team via email or telephone), you should write to us via email at: complaints@reachcambridge.com.
    1. In your message, you should include the following:
        1. The details of your complaint.
        2. The remedy you are seeking.
    2. Receipt of your complaint will be acknowledged within 5 working days. You should get a response to your complaint within 15 working days.
        1. Please note that whilst we aim to deal with complaints as promptly as possible, it may take us longer to respond to complaints received during ongoing programs, as we continue to ensure the smooth running of the program. The above-mentioned time frames, however, will be respected regardless of when a complaint is received.
    3. We aim to resolve complaints as quickly as possible, but in the event that more information or investigation is needed, we will keep you informed of the progress of your complaint and let you know when you can expect a response.

4. We will investigate and respond to anonymous complaints.
5. All complaints will be dealt with by a member of Reach Cambridge staff with sufficient seniority to resolve the issues.
6. External Redress:
    1. If you have gone through the entire internal process but are unhappy with the outcome and or the organisation's response and handling of the matter the final step you can take is to contact the British Accreditation Council (BAC).
    2. You are invited to write to the BAC or email info@the-bac.org. Address: British Accreditation Council, Wax Chandlers Hall, 6 Gresham Street, London, EC2V 7AD