



## AGREEMENT FOR THE 2021-2022 TERM

### *Preamble*

#### Parties:

1. Pazapa LLP, Company Number OC 432350 of 85 Great Portland Street, First Floor, London, England, W1W 7LT, hereinafter "Pazapa"; and
2. the signatory of the Agreement hereafter referred to as "the learner".

### *Background*

- (A) Pazapa is a private online educational institution.
- (B) The learner wishes to obtain, and Pazapa wishes to provide, an Online Education Programme (the Programme) on the terms set out in this agreement.

## DEFINITIONS

**Entourage:** The group of people surrounding a person, such as their friends, family and acquaintances.

**Family:** The parent(s) or guardian(s) and their child(ren) living together.

**Package:** The combination of one or more programmes of study and their various options, such as extra-curricular activities or workshops.

**Homework:** work to be completed by the learner, outside of their sessions with the teacher.

**Parents' space:** The dedicated area for parents to communicate with their children's teachers and the educational advisors.

**Programme:** The option of study chosen by the student.

**School supplies:** Basic equipment required by students to participate actively in their lessons, such as pens, pencils, paper, notebooks, scissors glue etc. For a more complete list please ask one of the learning advisors.

**Teacher:** the person leading the class/ workshop\$ and or supervising the students.

**Term 1:** The first academic period, running from September to November

**Term 2:** The second academic period, running from December to mid-March

**Term 3:** The third academic period, running from mid-March to June.

## **I. REGISTRATION**

### *1. Registration*

The registration form must be fully completed, and all supporting documents provided prior to registration. By signing the registration form, you commit to and confirm your child's enrolment. Registration will be closed as soon as the school has reached its maximum number of students. A class can be opened when five children are registered.

1.1. We would like to remind you that we remain available to explain any provision that may be unclear and to answer your questions before you make any commitment.

1.2. The school reserves the right to refuse a registration application within 72 hours, without having to justify its decision.

### *2. Age*

2.1. All children enrolled at Pazapa must be at least 3 years old. It is a requirement of participation that a parent or guardian must support the child during each lesson and ensure that they adhere to the organisational rules.

2.2. It is the responsibility of the child's parent or guardian to assess the child's maturity and suitability before committing to registering them. Pazapa will accept no liability should a child be unfit to attend the classes for any reason, such as their lack of maturity or because they cannot adjust to distance learning. No refunds will be issued on this basis.

### *3. Duration of classes and commitment*

3.1. At the time of registration, the parent or guardian must ensure that they have a stable, quality internet connection, allowing them to access our virtual classroom platform throughout the year.

3.2. A malfunction of the learner's internet connection shall not be deemed as grounds for termination or cancellation of this agreement. Pazapa accepts no liability for the hardware or software used by the learner, and in entering into the agreement, the learner accepts full responsibility for this and agrees that no refunds will be issued if the services cannot be accessed in part or wholly due to the learner's hardware, software or internet capability.

3.3. It is the responsibility of the parent or guardian to provide all the technical prerequisites necessary to allow the learner access to the service (no blocking proxy, compatible web browsers such as Safari, Firefox, Google Chrome etc., additional plugins such as Java etc.). Chromebook devices that operate with Chromium OS are not compatible with our platform. We would like to recommend devices using Windows or IOS. Our communication platform is exclusively compatible with Chrome and Firefox.

- 3.4. A learner's ability to access or achieve smooth functionality is wholly the responsibility of the learner and no refunds will be issued for this reason.
- 3.5. This Agreement shall commence on date of subscription and shall continue for a period of 12 months, unless terminated earlier in accordance with this agreement.
- 3.6. Tuition fees shall still be payable in all circumstances and refunds will only be permitted for prolonged absences, which are supported by a medical certificate attesting to the total incapacity of the child to attend the class despite special arrangements.
- 3.7. The Learner agrees to ensure that any premises used for classes (home or office) conform to basic Health & Safety standards.

#### 4. *Homework*

- 4.1. Students will be provided with homework to complement the high standard of teaching already provided.
- 4.2. Parents/guardians enrolling their child shall endeavour to ensure that the homework assigned is completed and any difficulties in this area shall not be deemed as grounds for parents or children withdrawing from the Agreement.
- 4.3. Parents/guardians also undertake to help their child on a regular basis by supporting them in their learning in collaboration with Pazapa. This collaboration is essential to the success and progress of the pupils.

#### 5. *Terms of payment*

- 5.1. The annual fee.

Payment for our services can be made directly by credit card via our website, pazapaonline.com or by bank transfer.

- 5.2. In the event that payment cannot be made via any method detailed at clause 6.1, for example if our website is down, an alternative method of payment will be made available. Please contact +44 7895 711778 for more information.
- 5.3. Each bank applies its own rates for international transfers, please contact your bank for more information on this matter.
- 5.4. The Annual Fee can be paid either as a single payment, quarterly, or monthly.
- 5.5. If paying by a single payment, the total of the amount of the year must be made by 5 August 2021.
- 5.6. If paying quarterly, payments of the amount of the term shall be paid on 5 August 2021, 1 December 2021 and 1 March 2022.

- 5.7. The first payment shall be made by 5 August 2021, and thereafter monthly payments shall be paid by the last day of each month, starting on 31 August **OR** 30 September 2021, until a total of 10 payments have been made. If a payment is not received by the dates outlined in clauses 7.9 and 7.10, Pazapa may suspend your account and/or cash a deposit cheque without prior notice.
- 5.8. Once a registration form is signed and the place accepted, you cannot request a change of fees or postponement of registration. No partial or total refund shall be issued.
- 5.9. The registration fee is **£30.90 per student** (discount when paying by bank transfer: £30). If two or more children from the same family are in full education with us, a 10% discount will be applied starting from the second child on fees for a full year in primary, secondary and high school programmes. None of the discounts in this clause apply to registration fees, the language centre, At Tahsil centre and the pre-school.
- 5.10. **IMPORTANT NOTE:** When enrolling during the course of the year, the tuition fees shall be based on one full term, regardless of the registration date. Indeed, our applicable fees are available in the "Our fees" section of our website and include access to the Pazapa course materials as well as the different resources available (capsules, quizzes, corrections etc.) which are not indivisible.
- 5.11. The printing costs of Pazapa's digital manuals are at the expense of the customer.

## 6. *Dress code*

Pupils must wear smart clothing when attending classes. Make-up is strictly forbidden. We reserve the right to restrict access to the platform should this not be complied with. Repeated breaches of dress code may result in the removal of the child from the programme with no refund.

## 7. *Private tuition*

- 7.1. Private tuition fees are subject to a monthly commitment. Fees are payable before the first class for a minimum of four weeks. The contract will be renewed automatically. If you wish to leave, you must give 15 days notice in writing by email at [admin@pazapaonline.com](mailto:admin@pazapaonline.com).
- 7.2. As regards to private tuition, students must choose a free slot among those available. In the course of his/her learning, the pupil may request a change of schedule if necessary, by contacting the administration by email at [admin@pazapaonline.com](mailto:admin@pazapaonline.com).
- 7.3. The change will be made wherever possible and according to the teachers' availability and shall not be guaranteed under any circumstances. Pazapa cannot be held responsible for days missed if the teachers are not immediately available in the preferred time slot.

- 7.4. The change of schedule will be approved according to the above criteria. If the student arrives more than 15 minutes late, the class will be cancelled. It will not be postponed or refunded.
- 7.5. It is the responsibility of the learner or his/her parent/guardian to inform the teacher of his/her delay or absence as soon as possible. If the learner or his/her parent/guardian cannot explain their absence, the teacher is not required to contact the parents or to warn them of their child's absence. The missed session will be invoiced by the school, regardless of the reason for the absence, due to lack of justification before the class.
- 7.6. Any absence from a private session must be reported at least 24 hours before the start of the class. We will try to reschedule the class within 7 days, however if this is not possible based on the learner and the teacher's availability, the class will either be deducted from your allocated number of hours or made up for as far as possible and according to the teacher's availability.
- 7.7. Any absence that is not notified within 24 hours will be deducted from the number of scheduled, invoiced hours and will not be made up for.

## 8. Termination

- 8.1. Any termination must be notified in writing to the following email address: [admin@pazapaonline.com](mailto:admin@pazapaonline.com).
  - 8.2. The amount paid for the registration fees remains the property of the school and is non-refundable.
  - 8.3. If the learner registered on or before 25 August 2021:
    - 8.3.1. If this Agreement is terminated within 14 days of enrolment, the deposit cheques will be destroyed (proof sent by email on request) and the registration cancelled, provided that access to the online platforms has not yet been provided.
  - 8.4. If the administration has already sent access details to the available platforms, the learner will have to pay for the first term.
  - 8.5. If the learner registered after 25 August 2021:
    - 8.5.1. If this Agreement is terminated within 14 days of enrolment, the deposit cheques will be destroyed (proof sent by email on request) and the registration cancelled, provided that access to the online platforms has not yet been provided.
    - 8.5.2. If the administration has already sent access details to the available platforms, the learner will not be able to terminate this Agreement.
  - 8.6. In any case, no termination will be possible more than 14 days after registration and the full annual school fees will be retained or payable according to the payment method initially chosen (monthly, quarterly or cash).
9. The electronic signature, which will be appended when you complete the online registration form and tick the dedicated box, shall be considered as acceptance of all the clauses of this contract.

10. Pazapa reserves the right to modify these terms and conditions, at its sole discretion, and upon sufficient prior notice whenever possible.

## II. EQUIPMENT

### 11. Course materials and workshops

Whatever package you choose, Pazapa will provide you with all the course materials necessary for the smooth running of your child's classes in PDF format. It will have to be printed and we advise you to bind them. Alternatively, we can provide all materials as textbooks in paper format for an annual fee of £275, payable at the time of registration.

11.1. The choice of this option is irrevocable, and you will not be able to cancel it in the course of the year.

### 12. Videoconference

Pazapa will not be responsible if due to technical problems the videoconference is not available during some courses.

12.1. Pazapa cannot be held responsible for non-compliance with the rules or for the behaviour of certain users but will ensure that the classrooms are monitored and that any reasonable measures are taken to ensure compliance with our rules.

12.2. In order to be able to register with Pazapa and have access to the classes in optimal conditions, the learner should make sure that he or she is in possession of or is able to access the following materials:

12.2.1. a reliable internet connection. We recommend ADSL or optical fibre. An *Electa live* session (classroom platform) consumes between 6 and 20MB of data from your network, or even more in case of screen sharing or videoconferencing.

12.2.2. a computer powerful enough to allow the use of a videoconferencing platform. The use of a telephone or tablet does not allow access to all the functionalities of the virtual classrooms (camera, chat, access to the board etc.).

12.2.3. a printer and a scanner, as you will have to print out the course materials provided in your resource library, and scan homework for the teachers.

12.2.4. A headset

12.2.5. a quiet place to work

12.2.6. course materials printed out before the start of the class.

The school supplies required.

12.3. Tips

To ensure that the classes take place in optimum conditions, here are a few tips:

12.3.1. Use the Ethernet cable to connect to the internet. Even if you can use Wifi, it is preferable to connect the cable to have a better speed and avoid potential unexpected interruptions. Do not download anything during the class.

12.3.2. Make sure that your equipment is in good working order before each class starts. This couldn't be simpler: check that the webcam, microphone and headset are properly connected and that they are in good condition. Close all software not related to the class (especially programmes that use audio-video such as Messenger, Skype and suchlike).

### 13. Liability

- 13.1. References to liability in this clause 17 include every kind of liability arising under or in connection with this agreement including, but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 13.2. Nothing in this clause 17 shall limit the learner's payment obligations under this agreement.
- 13.3. Nothing in this agreement limits any liability which cannot legally be limited, including but not limited to liability for:
  - 13.3.1. death or personal injury caused by negligence;
  - 13.3.2. wilful fraud or fraudulent misrepresentation; and
  - 13.3.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 13.4. Subject to clause 17.3, Pazapa's total liability to the learner shall not exceed the total amount paid by the learner to Pazapa under this Agreement for any one event or series of connected events.
- 13.5. Unless the learner notifies Pazapa that it intends to make a claim in respect of an event within the notice period, Pazapa shall have no liability for that event. The notice period for an event shall start on the day on which the learner became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 13.6. Pazapa does not guarantee any progress for the learner and will not be liable for the learner's failure to progress.
- 13.7. Pazapa shall not be held responsible for any failure of the learner's equipment during the class. That is why we invite you to ensure that everything is in order before the start of your class.
- 13.8. Pazapa shall not be liable for communication between students outside of class hours (via WhatsApp, Skype or other social networks for example).
- 13.9. Pazapa shall not be liable or involved in any matter related to the use of social networks outside the school. No representative of the school will be able to intervene in case of dispute and this does not fall within the competence of the institution.
- 13.10. However, disputes and incidents that occur outside of school hours can have an impact on classroom life. We therefore ask you to keep us informed of any incidents or difficulties so that we can be vigilant during the classes.
- 13.11. Pazapa is not responsible for any accident that may occur in the absence of a parent/guardian during the course of the class. The videoconference teacher cannot substitute the presence of an adult. An adult should be present at all times during the lesson. By signing this agreement, the parent/guardian hereby acknowledges and accepts the responsibility to accompany the student during any online lesson.

- 13.12. For purposes of the limitations on Pazapa's liability set forth shall be deemed to include the company, its affiliates and their respective successors, and the directors, officers, employees, agents, representatives, suppliers, subcontractors, translators and interpreters of the company, and "damages" will refer collectively to all injury, damage, costs, claims, loss, liability or expense incurred. Pazapa's fees for services are established in reliance on limitations of liability set forth in this section. The learner acknowledges that it elects to accept the fees calculated on this basis and agrees that this allocation of risk of liability is fair and reasonable.
- 13.13. Pazapa shall not be liable for any indirect, incidental, special or consequential damages or for lost profits, savings or revenues of any kind, whether or not Pazapa, its employees, agents or subcontractors had knowledge, actual or constructive, that such damages might be incurred.

#### *14. Internet network*

- 14.1. Please note that the teacher's Internet network may be down during the lesson or even interrupted. If the interruption lasts for more than 15 consecutive minutes, the lesson will be postponed to another day. In case of technical failure of the platforms used by Pazapa and made available to the students during the lessons, or any technical aspect related to the internet not imputable to Pazapa and for which it cannot be held responsible, there will not be any catching-up session.
- 14.2. The institution may be required to use an emergency platform in the event that the platform encounters technical problems.

### **III. THE LEARNER**

#### *15. Terms and conditions*

- 15.1. All bookings are for named students. Therefore, no one can substitute the learner and attend in his or her place. A parent or guardian is required to stay with the student during the class. This is compulsory for young pupils from 3 to 5 years of age as it ensures the smooth progress of their education.
- 15.2. Parents/guardians who remain with their child during the session should remain silent and not intervene on the classroom chat or orally, so that the child can follow the lesson attentively. The aim is to ensure a serene environment without distractions to learners or disruptions to the smooth running of the class. Parents/guardians will have access to a direct messaging service to communicate with teachers regarding their children's schooling.
- 15.3. The learner and his/her parent/guardian undertake to do the homework given by the teachers, and to inform the teaching team in case of any difficulties. Distance learning is seen as a collaboration between parents and our educational and administrative teams.
- 15.4. Pazapa is committed to implementing all possible means for the smooth running of your child's schooling and manage their difficulties in order to alleviate the inconveniences they may cause. Whilst Pazapa is committed to ensuring the highest quality of service, it cannot be held responsible for the results achieved by the Learners.



15.5. Pupils and their parent/guardians must observe positive behaviour and respect towards the administrative and teaching staff. In the event of a problem, the learner or his/her parent/guardian must inform the administration so that the problem can be resolved as soon as possible.

15.6. Group lessons demand a certain pace from the child. The teaching team will adapt the lessons where possible but will not be able to offer each child the possibility of progressing entirely at his or her own pace in class. This is only possible in private tuition.

15.7. Pazapa is not responsible for organising exams and contests. Parents should check the dates and locations as well as the registration procedures for the different national exams and contests.

## 16. Confidentiality

16.1. Pazapa prohibits the sharing of contact details between the learner (and his/her entourage) and his/her teacher, be it for private or commercial purposes. The students and their entourage undertake not to distribute the contents of Pazapa's programmes either for the personal use of a third party or for commercial purposes. The student and his/her parent/guardian undertake not to communicate their login details to the Pazapa platform and the parents' space, which are private.

16.2. Learners and their parents/guardians undertake not to distribute the documents provided by Pazapa (tutorials, teaching documents, guides, capsules or any other document made available by the institution). This will be considered a breach of confidentiality.

16.3. Any learner (and their parent/guardian) who is found to have breached this term of confidentiality may be removed from the programme without refund.

## 17. Timetables

17.1. The school reserves the right to alter the timetable if necessary, without prior notice. The school's schedules are as follows on Mondays-Fridays:

### **Pre-school:**

Schedule D: Between 9.00 am and 12.00pm

### Primary school:

Schedule A: between 8.00am and 12.00pm

Schedule B: between 3:00pm and 6:00pm

### Merkez:

Schedule B: between 3.00pm and 6.00pm.

Schedule C: Weekend between 8:00am and 12:00pm

17.2. All our timetables are lined up with GMT in the winter months and BST (GMT+1) in the summer months. Parents cannot choose their children's class times. Timetables will be imposed and given at the beginning of the school year. Schedules won't be

provided before that time. The slots chosen by the parents at the time of registration will be respected according to the number of places available. The administration will keep the parents informed in case of unavailability. It will not be possible to choose a specific class or teacher. The school reserves the right to divide the students according to in-house criteria.

- 17.3. Pazapa will not be able to adapt its timetables to the families' personal activities. The learner must always be available for the time slot chosen at the time of registration. In case of major necessity and impossibility of proceeding otherwise, some classes may be scheduled on Saturday mornings.

#### **IV. ABSENCES**

18. If the teacher is late, the learner must wait 15 minutes. If the teacher does not show up after 15 minutes, the learner must notify the school by email or via WhatsApp and leave the classroom. It is strictly forbidden to stay in the classroom beyond this time to chat.
19. Any absence from a group lesson must be justified within 24 hours via the parent's area to the teachers concerned. The pupil will be able to access the lesson recordings on request in order to make up for the time missed.

#### **V. SUSPENSIONS**

20. Pazapa reserves the right, following misconduct by a pupil and/or his/her parent/guardian towards teachers, classmates or members of staff, to warn and/or exclude him/her from the school temporarily or permanently. In the event of permanent exclusion, the full fee for the term started will be payable.
21. Pazapa shall not be held responsible for the bad behaviour of students. The school will, however, use its best endeavours to ensure that there is a caring atmosphere in the classrooms between students, by taking measures adapted to each situation.

#### **VI. PAZAPA AND THE TEACHERS**

22. Pazapa's teaching team is carefully selected for its skills, diplomas and pedagogical qualities.
23. If the teacher is absent, the class shall be systematically replaced by a recorded lesson from the teacher.
24. If a teacher is absent for more than 15 working days (Monday to Friday), the school will provide students with interactive lessons by way of compensation. Families will receive the following compensation:
- 24.1. For a 4h/week subject: £86.80 will be reimbursed on the annual tuition fee.
  - 24.2. For a 2h/week subject: £43.40 will be reimbursed on the annual tuition fee.
  - 24.3. For a 1h/week subject: £26.04 will be reimbursed on the annual tuition fee.
25. These compensations shall be calculated proportionally to the duration of the absence over one year.

26. In the event that the learner or his/her parent/guardian encounters a difficulty with a member of the teaching staff, the latter is required to inform the educational team directly by e-mail at [admin@pazapaonline.com](mailto:admin@pazapaonline.com), which will endeavour to resolve the problem as swiftly as possible.

## 27. Force Majeure

27.1. Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

27.1.1. acts of God, flood, drought, earthquake or other natural disaster;

27.1.2. epidemic or pandemic;

27.1.3. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

27.1.4. nuclear, chemical or biological contamination or sonic boom;

27.1.5. any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

27.1.6. collapse of buildings, fire, explosion or accident;

27.1.7. non-performance by suppliers or subcontractors; and

27.1.8. interruption or failure of utility service.

27.2. Provided it has complied with clause 30.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

27.3. The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

27.4. The Affected Party shall:

27.4.1. as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party [in writing] of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

27.4.2. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

27.5. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 6 weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving 6 weeks' written notice to the Affected Party.

28. The learner shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

29. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
30. A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
31. The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
32. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
33. If any provision or part-provision of this agreement is deemed deleted under clause 21.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
34. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misstatement based on any statement in this agreement.
35. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement
36. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
37. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

I hereby agree to the terms and conditions above. I understand fully the requirements for registration, the payment of a deposit and that there is a minimum 12-month term applicable. In signing this agreement, I hereby agree to be bound by these terms.

