Terms of Service

Archived copy of https://staging.sunbeameducation.com/terms-of-service/. This version was in force until 3 November 2026.

KEY INFORMATION ABOUT THE WEEKLY SUBSCRIPTION CONTRACT

About Us

Sunbeam Education is a trading name of AP Tutoring Ltd, a private limited company registered in England and Wales with company number 14617626 and registered office address at Brook Cottage, Filkins, Lechlade, England, GL7 3JQ. Sunbeam Education acts as an online platform, connecting guardians of children with tutors. To learn more about our tutors, see the Tutors page here https://sunbeameducation.com/tutors/. To learn more about our service, see our Terms of Service here https://sunbeameducation.com/terms-of-service.

We are an online platform, not tutors.

Our service is connecting you with tutors via our Sunbeam Education platform. We are separate people from the tutors, delivering a separate service. Tutors pay us a commission for the bookings that you make with the relevant tutor.

A separate contract applies between you and tutors when you book sessions, namely the Tutoring Services Contract Terms *https://sunbeameducation.com/tutoring-services-contract-terms*.

We refer to tutors and coaches, and tutoring sessions and coaching sessions, interchangeably.

Non-Circumvention

You must not do anything, directly or indirectly, that may lead to Sunbeam Education not being paid its fees by the tutor.

We're not responsible for the tutors

Because we are not the person or entity delivering the tutoring sessions to you, we are not responsible for the tutors, or issues arising from or in connection to the tutoring sessions.

There are three main ways to receive the tutoring services

Tutors deliver tutoring or coaching sessions to enable the educational development of children. Tutors offer these services in three main ways:

One-Off Sessions: This is when you only book one session.

Weekly Subscriptions: This is when you sign up for a weekly subscription. There will be weekly sessions that you get to book via our booking page, which are automatically recurring. Sessions may be booked in the tutor's calendar up to 3 months in advance. You may specify a hard stop end date at the point of booking or cancel at any time provided no less than 24 hours' notice is given prior to the next scheduled session. If you have not selected a hard stop end date at the point of booking, the weekly subscription will extend automatically by one tutoring month at the end of every tutoring month unless cancelled. A tutoring month consists of 4 weekly sessions.

Block Booking: You may purchase a block of five or more sessions at one time. Block bookings must be paid for upfront at the time of booking. The cancellation terms set out under Individual Sessions below apply to each individual session within the block.

Illustration of Weekly Subscription:

- *You book a session to take place on the 10th of May, and every week thereafter on the same day at the same time.*
- *Your Weekly Subscription starts on the 10th of May. Sessions are automatically booked on a rolling weekly basis, up to 3 months in advance.*
- *The tutoring month starts on the 10th of May, and ends 4 weeks later, namely on 31st At the end of each tutoring month, a new month (4 weeks) of sessions will automatically be booked unless you have cancelled or specified a hard stop end date.*
- *If you specified a hard stop end date of, for example, 2nd August when booking, no further sessions will be booked beyond that date.*
- *You may cancel at any time via your online account, provided you give no less than 24 hours' notice prior to the next scheduled session.*

Courses: You book and pay for 10 sessions upfront.

Tutor services are delivered either online or at your residence

On our booking page, you will be able to decide whether you want the session to be delivered online (via a Google Meet link that the tutor will provide), or at your residence. Tutoring sessions are subject to availability. In-person sessions at your residence are only available if there are nearby tutors willing to travel to your residence. This will be made clear on our booking page once you input your address.

For online sessions, you are responsible for:

- Ensuring you have suitable internet access; and
- Having a computer with a microphone and, if wanted, a camera.

For in-person sessions, you are responsible for:

- The well-being and duty of care of your child;
- Ensuring there is a suitable place to deliver the tutoring session;
- Being present throughout the tutoring session; and
- Enabling the tutor to access your residence to deliver the session.

Term and renewal

Sessions may be booked in the tutor's calendar up to 3 months in advance and may be cancelled at any time, provided that no less than 24 hours' notice is given prior to the scheduled session. When booking a Weekly Subscription, you may specify a hard stop end date, at which point no further sessions will be automatically booked. **How and when to cancel, and consequences of not cancelling**

You can cancel your contract at any time via your online account with us, accessible via *https://app.sunbeameducation.com/*.

Individual Sessions

Tutoring sessions must be cancelled or rescheduled more than 24 hours before the session is to take place. The following terms apply:

- where you provide more than 24 hours' notice: the session may be rescheduled to another available time without penalty; and
- where you provide less than 24 hours' notice, or where you do not attend or provide no notice: the full session fee will be charged and is non-refundable.

You may also purchase a block of five or more sessions at one time. For each individual session within the block, the cancellation terms above apply and no less than 24 hours' notice must be given prior to the scheduled session.

Subscriptions — Termination

You may cancel your Weekly Subscription at any time via your online account. Cancellation will take effect at the end of the current billing period. Any sessions already paid for and scheduled within the current billing period will continue to take place unless cancelled in accordance with the cancellation terms above. No refunds will be issued for any unused sessions within the billing period in which you cancel.

Frequency and amounts of payments

For the Weekly Subscription contract, payments will be taken on a weekly basis, within 24 hours of the relevant tutoring session being due to take place. The non-refundable payment amount will depend on the type of session you have booked. To learn about the prices for each of our sessions, see our pricing page here *https://sunbeameducation.com/prices*.

Minimum total amount payable

The minimum total amount payable will depend on whether you are booking a session to take place within the next 24 hours. If so, the minimum will be the amount payable for those sessions. If not, and because all sessions can be cancelled up to 24hours before the date of the session, there is no minimum that you will be contractually bound to pay.

Reminder notices

We will send you various notices, including:

1. Within 4 days of a scheduled weekly session, a notice reminding you of your upcoming session.
2. Within one week of the end of a tutoring month, a notice reminding you that new sessions will be booked.
3. As soon as the contract is auto-renewed, a notice reminding you of your ability to cancel the automatically-booked sessions.
4. When your contract is terminated, a notice confirming that your contract has been terminated.

Our notices will always provide you with a link to cancel or reschedule sessions, or book new ones (as relevant).

EHCP AUDIT SERVICE

What the EHCP Audit Service includes

Where we have agreed to provide these services to you, we offer a one-off EHCP audit service where we review your child's Education, Health and Care Plan (**EHCP**) and provide you with a written report. Our report identifies areas that may benefit from amendment and provides recommendations for improvements.

We use AI technologies in our review process

We use AI technology to assist with reviewing EHCPs. Your personal data is not used for AI training purposes. All AI-generated content is reviewed and checked by qualified personnel before we send you the final report.

What we don't do

We provide recommendations only on your EHCP documents. We do not:

– rewrite or directly amend your EHCP documents;

– provide legal advice; or

– guarantee any particular outcome from implementing our recommendations.

You remain responsible for implementing any suggested changes and for all communications with your local authority, school, or other relevant parties.

Payment and delivery

Payment must be made in full before we commence work on your EHCP audit. Once payment is received, we will deliver your written report within 5 working days.

Once we have begun work on your EHCP audit, no refunds will be issued.

Additional consulting services

If you would like to discuss our report with us, optional consulting calls are available separately for an additional fee. These must be booked and paid for separately.

Cancellation Rights

You have 14 days from the date we confirm your booking to cancel (see "You have a legal right to change your mind" section). However, if you ask us to commence work during this period, you will lose your right to cancel once we have completed the review and sent you the report.

TERMS OF SERVICE: FULL INFORMATION

These terms may have changed since you last reviewed them

For a list of changes and when they were made, see *https://sunbeameducation.com/* (https://sunbeameducation.com/tutoring-services-contract-terms)terms-of-service-changelog/ (https://sunbeameducation-wp/terms-of-service-changelog/).

Where to find information about us and our services

You can find everything you need to know about us, Sunbeam Education, and our services on our website before you book a session. We also confirm the key information about your booking to you in writing after you book, either by email or in your online account.

When you create a profile with us you are agreeing that:

- We are an online platform, not tutors.
- We're not responsible for the tutors.

- There are three main ways to receive the tutoring services.
- Tutor services are delivered either online or at your residence.
- Communications, including cancellations, must be made via your online account on our platform.
- When we confirm bookings.
- Sometimes we reject bookings.
- When we charge you.
- We charge interest on late payments.
- We pass on increases in VAT.
- You're responsible for making sure your information is accurate.
- We charge you if you don't attend a session, or if tutors cannot access your residence
- You have a legal right to change your mind.
- You can end the Weekly Subscription contract (find out how).
- You have rights if there is something wrong with your service.
- We can change services and these terms.
- We can suspend supply (and you have rights if we do).
- We can withdraw services.
- We can end our contract with you.
- We don't compensate you for all losses caused by us or our services.
- We use your personal data as set out in our Privacy Notice.
- You have several options for resolving disputes with us.
- For EHCP audits, we use AI technology but provide recommendations only.
- Other important terms apply to our contract.

Communications, including cancellations, must be made via your online account on our platform

You must only use your online account on our platform (the Sunbeam Education platform, accessible via *https://app.sunbeameducation.com/* (https://app.sunbeameducation.com/contact/)) when communicating with tutors and cancelling sessions. If communications or sessions are booked outside of our platform, we won't be responsible for anything related to such bookings. If sessions are not cancelled via our platform, they won't be deemed as cancelled and you won't receive a refund.

When we confirm bookings

We contact you to confirm we've received your booking, and we accept it, on behalf of the tutors, when we send a booking confirmation email. You will be notified via email if a tutor needs to cancel their session.

Sometimes we reject bookings

Sometimes we reject bookings, for example, because you are located outside the UK or because the service was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

Further, tutors may also reject bookings, for example, because they are not available to deliver the session at the requested time or location.

When we charge you

For One-Off sessions and Weekly Subscriptions: we charge you, on behalf of tutors, 48 hours before the booked session is to take place.

For courses: we charge you upfront for the 10 sessions, and only release monies to the tutors after the session has been delivered.

For EHCP audits: we charge you in full upfront before commencing work on your review.

We charge interest on late payments

If we're unable to collect any payment you owe the Tutor, we may, on behalf of the Tutor, charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

We pass on increases in VAT

If the rate of VAT changes between your order date and the date the Tutor supplies the service, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

You're responsible for making sure your information is accurate

If we've asked you for information relating to the service, you're responsible for making sure that information is correct.

We charge you if you don't attend a tutoring session, or if tutors cannot access your residence

We charge you for a session if you don't attend the booked session without giving at least 48 hours' notice, or if a tutor cannot access your premises.

You have a legal right to change your mind

Your legal right to change your mind. For all of the services, you have 14 days after the date we confirm your booking to change your mind about a booking (Cancellation Period), but:

- The Tutor will not commence the provision of the Services during the Cancellation Period unless you expressly request us to do so. Where you expressly ask the Tutor to commence the provision of the Services during the Cancellation Period, you will lose your right to cancel if the Services are fully performed by the Tutor (and you must pay for any services provided up to the time you cancel).

How to let us know and what happens next. If you change your mind contact our Customer Service Team: at *https://sunbeameducation.com/contact/*. We refund you as soon as possible and within 14 days of you telling us you've changed your mind. We refund you by the method you used for payment. We don't charge a fee for the refund.

You can end the Weekly Subscription contract (find out how)

We tell you when and how you can end the Weekly Subscription with us during the booking process and we confirm this information to you in writing after we've accepted your booking. In short, you need to do so on our platform via your account, accessible via *https://app.sunbeameducation.com/*.

If you have any questions, please contact our Customer Service Team *https://sunbeameducation.com/contact/*.

You have rights if there is something wrong with your service

If you think there is something wrong with our services, being the provision of the platform, you must contact our Customer Service Team: https://sunbeameducation.com/contact/. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk. Remember too that you have several options for resolving disputes with us (https://docs.google.com/document/d/1UjrG2huSIx2DeP2qVvyH6Aqko0XpizbI/edit#bookmark=id.3fwokq0).

Summary of your key legal rights

The Consumer Rights Act 2015 says:

- You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.
- If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

The above rights only apply to our provision of our services, being the provision of the platform. Please note that the same rights apply to the tutoring sessions, although your rights will need to be enforced against the tutors directly. You can do so by communicating with them via our platform.

Remember too that you can raise complaints regarding a tutor according to the Customer Care Policy.

We can change services and these terms

Changes we can always make. We can always change a service:

- to reflect changes in relevant laws and regulatory requirements; and
- to make minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect your use of the service.

Changes we can only make if we give you notice and an option to terminate. We can also make the following types of change to the service or these terms, but if we do so we'll notify you and you can then contact our Customer Service Team: *https://sunbeameducation.com/contact/* to end the contract before the change takes effect and, to the extent you have paid for any services provided by us, receive a refund for those services you've paid for in advance, but not received.

We can suspend supply (and you have rights if we do)

We can suspend the supply of a service. We do this to:

- deal with technical problems or make minor technical changes;
- update the service to reflect changes in relevant laws and regulatory requirements; or
- make changes to the service and our platform (see We can change services and these terms (https://docs.google.com/document/d/1UjrG2huSIx2DeP2qVvyH6Aqko0XpizbI/edit#bookmark=id.qsh70q)).

We can withdraw services

We can stop providing a service. We let you know at least 2 weeks in advance and, to the extent you have paid for any services provided by us, we refund any sums you've paid in advance for services which won't be provided.

We can end our contract with you

We can end our contract with you for a service and claim any compensation due to us if:

- to the extent you have paid for any services provided by us, you don't make any payment to us when it's due and you still don't make payment within 30 days of our reminding you that payment is due;
- you don't, within a reasonable time of us asking for it, provide us or the relevant tutor with information, cooperation or access that we or they need to provide the service, for example, providing the tutor with access to your residence or attend the online sessions.

We don't compensate you for all losses caused by us or our services

We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- **Unexpected**. It was not obvious that it would happen and nothing you said to us before we accepted your booking meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by a delaying event outside our control**. As long as we have taken the steps set out in the section We're not responsible for delays outside our control (https://docs.google.com/document/d/1UjrG2huSIx2DeP2qVvyH6Aqko0XpizbI/edit#bookmark=id.3dy6vkm).
- Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.
- **A business loss**. It relates to your use of a service for the purposes of your trade, business, craft or profession.

Liability

Our total liability to you for any losses arising under or in connection with this contract is limited to £1,000. We do not exclude or limit in any way our liability to you where it would be unlawful to do so, which includes liability for:

- fraud or fraudulent misrepresentation; and
- death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors.

We use your personal data as set out in our Privacy Notice

How we use any personal data you give us is set out in our Privacy Notice: *https://sunbeameducation.com/privacy-policy/*.

We share your personal data with tutors

We share your personal data with tutors so that they may deliver the services, as set out in our Privacy Notice: *https://sunbeameducation.com/privacy-policy/*.

We may promote your profile and reviews publicly

To advertise and market our platform, we may share your profile and reviews publicly. This will include showing your full name and profile picture, if you have any. For this, please don't include any personal or sensitive data in your reviews, and don't set your profile picture to a picture of your child.

You have several options for resolving disputes

For disputes with tutors. If you are unhappy about the service that a tutor has delivered, you may want to raise a complaint with them by following the Customer Care Policy *https://sunbeameducation.com/customer-care-policy*.

Contact us. Simply contact us and we will let you know if we can help. Contact us here *https://sunbeameducation.com/contact*.

You can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

Other important terms apply to our contract

We can transfer our contract with you, so that a different organisation is responsible for supplying your service. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract.

You can only transfer your contract with us to someone else if we agree to this. We may not agree if this becomes problematic for the relevant tutors.

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.