Become a Genius Tuition
Legal Scheme for Complaints

Effective from: **27/10/2026** Valid until: **26/10/2027**

1. Definitions

1.1. Unless otherwise specified, the following terms shall have the meaning prescribed below throughout this Legal Scheme:

1.1.1. The **Agreement** refers to this Legal Scheme.

1.1.2. An **Applicable Agreement** refers to whichever one of the Private Tuition Agreement or the Business Training Agreement an individual is a party to and receiving Services under.

1.1.3. An **Artificial Intelligence System** refers to any computer program or system that is capable of automatically creating media for human use based solely on existing training data, predictive statistical modelling and/or inputs from a user, including, but not limited to, agentic AI systems, generative AI systems, large language models (LLMs), neural networks and reinforcement learning systems.

1.1.4. An **Authorised Contact Method** refers to any telephone number, mobile number, email address or other contact details that are exchanged between the Tutor and the Complainant via which matters related to the Complaint raised by the Complainant may be discussed.

1.1.5. A **Booking** refers to a reservation made by a Client to engage the Tutor to provide Services for Students or Participants on behalf of the Client.

1.1.6. The **Business Training Agreement** refers to the document 'Terms and Conditions for Business Training' maintained by the Tutor and published online at https://www.becomeagenius.co.uk/business-training-terms.

1.1.7. A **Client** is an individual or entity who pays the Tutor to provide Services to one or more Students or Participants and who will make a Booking for Services on behalf of Students or Participants.

1.1.8. A **Client ID** is as defined in clause 1.1.9 of the Private Tuition Agreement.

1.1.9. A **Complainant** refers to any individual who makes a Complaint.

1.1.10. A **Complaint** is as defined in clause 1.1.10 of the Private Tuition Agreement.

1.1.11. The **Complaint Form** refers to the pro-forma made available by the Tutor for the registration of Complaints and accessible online at https://www.becomeagenius.co.uk/complaint-form.

1.1.12. A **Customer** is as defined in clause 1.1.13 of the Private Tuition Agreement.

1.1.13. A **date** is as defined in clause 1.1.14 of the Private Tuition Agreement.

1.1.14. A **day** is as defined in clause 1.1.15 of the Private Tuition Agreement.

1.1.15. The **Decision Document** for a Complaint refers to the written statement issued by the Tutor setting out the final decision the tutor has made as to how the Complaint will be resolved, any action that will be taken against the Complainant or any Named Individuals, and how the Tutor has come to their decision.

1.1.16. The **End Date** refers to the termination date of this Agreement, as set out in clause 2.7.

1.1.17. The **Government** is as defined in clause 1.1.18 of the Private Tuition Agreement.

1.1.18. A **Named Individual** refers to any individual who is named in a Complaint by the Complainant and is not either the Complainant or the Tutor.

1.1.19. A **Parent** is as defined in clause 1.1.22 of the Private Tuition Agreement.

1.1.20. A **Participant** is as defined in clause 1.1.23 of the Business Training Agreement.

1.1.21. A **Participating Entity** is as defined in clause 1.1.24 of the Business Training Agreement.

1.1.22. The **Private Tuition Agreement** refers to the document 'Terms and Conditions for Private Tuition' maintained by the Tutor and published online at https://www.becomeagenius.co.uk/private-tutoring-terms.

1.1.23. **Services** refers to any tuition or training services provided by the Tutor to Students or Participants on behalf of a Client, including, for example, a tutoring or training session or a group thereof, or any other such services that the Tutor may agree to provide on behalf of the Client in exchange for payment.

1.1.24. The **Start Date** refers to the date on which this Agreement comes into effect, as set out in clause 2.6.

1.1.25. A **Student** is as defined in clause 1.1.28 of the Private Tuition Agreement.

1.1.26. A **Student ID** is as defined in clause 1.1.29 of the Private Tuition Agreement.

1.1.27. The **Tutor** is as defined in clause 1.1.31 of the Private Tuition Agreement.

1.1.28. **Underage** means under the age of 18.

1.2. Any defined term given in the singular above shall also include the plural and vice versa.

1.3. Any reference to a range of clauses (for example, clauses 1.1 to 1.5) shall include all clauses listed in this Agreement in between the two clauses specified, the two clauses specified themselves, and all sub-clauses contained within any of these clauses.

2. Parties to the Legal Scheme

2.1. The parties to this Agreement are defined as follows:

2.1.1. The **Tutor**, as defined in clause 1.1.27.

2.1.2. The **Complainant**, as defined in clause 1.1.9.

2.2. The postal and contact details for the Tutor are set out in clause 5.1 of this Agreement.

2.3. The Complainant may also be a Customer or a Participating Entity, in which case they will continue to be bound by the terms of the Applicable Agreement in addition to the terms of this Agreement.

2.4. By registering a Complaint with the Tutor, the Complainant:

2.4.1. Acknowledges that they have read, fully understand and accept the terms in this Agreement.

2.4.2. Agrees to abide by the terms in this Agreement.

2.4.3. Accepts that this Agreement shall form a legally binding contract between the Tutor and the Complainant.

2.5. The Tutor agrees to acknowledge and act upon the Complaint in accordance with this Agreement.

2.6. The Start Date for this Agreement for shall be the date on which the Complainant first submits the Complaint to the Tutor, and shall form the date from which this Agreement takes effect.

2.7. The End Date for this Agreement shall be the date on which the Decision Document is issued by the Tutor, and shall form the termination date of this Agreement.

3. Application of the Legal Scheme

3.1. This Agreement shall be governed by English law, and any disputes relating to this Agreement shall be resolved under the jurisdiction of the English courts if required.

3.2. Should a court find any clause of this Agreement to be unlawful or otherwise invalid, only the clause found to be unlawful or otherwise invalid shall become null and void, and all remaining clauses in the Agreement shall continue to be in effect.

3.3. The Tutor reserves the right to amend this Legal Scheme at any time.

3.4. The parties shall be bound by the version of the Agreement that was in place at the time the Complaint was made by the Complainant, even if the Tutor amends this Legal Scheme pursuant to clause 3.3 after the Start Date. The Complainant is advised to store a copy of the Agreement at the time the Complaint is made.

3.5. The parties shall have the right to agree amendments to this Agreement should it be necessary to do so. All parties to the Agreement must agree to an amendment before it can be incorporated into the Agreement.

3.6. Any variation on this Agreement agreed between the parties shall be documented in writing in an amendment document. Such a document will state which clauses have been amended and the clauses that will be added to the Agreement in their place. Any amended version of this Agreement will supersede this version of the Agreement.

4. Complaints and Dispute Resolution

4.1. Any individual who is dissatisfied with the Services provided by the Tutor or the conduct of the Tutor or of any Customer or Participating Entity shall have the right to register a Complaint with the Tutor.

4.2. The Complainant shall use the Complaint Form provided by the Tutor to register a Complaint. Any Complaints not registered via the Complaint Form shall be deemed null and void.

4.3. The Tutor shall record any Complaints received, together with details of the Complaint, the Complainant, any Named Individuals, any representations made by

the Complainant, the Tutor, or Named Individuals, and the resolution of the Complaint, including the Decision Document. The Tutor shall not share any information pertaining to a Complaint with any person or entity other than the Complainant or Named Individuals, except where the Tutor is compelled to do so by law or by a Government body with the legal authority to request the information.

4.4. The parties agree to make every effort to resolve any dispute or Complaint amicably and informally as far as possible, without recourse to formal investigations, external bodies or the courts unless absolutely necessary.

4.5. The Complainant shall provide to the Tutor, as soon as reasonably practicable, any information that the Tutor may reasonably require to support the handling of the Complaint, including, but not limited to, some or all of the following:

4.5.1. The first and last name of the Complainant.

4.5.2. A valid email address for the Complainant.

4.5.3. A contact telephone number for the Complainant.

4.5.4. The Complainant's Client ID or Student ID.

4.5.5. The first and last name of the individual the Complainant is making the Complaint on behalf of, if applicable.

4.5.6. The names of any Named Individuals.

4.5.7. The reference number of the Booking to which the Complaint pertains.

4.5.8. The invoice number of an invoice issued by the Tutor for performance of the Services to which the Complaint pertains.

4.5.9. The date, time and location of the events to which the Complaint pertains.

4.5.10. The date on which the Complainant became aware of the events to which the Complaint pertains.

4.5.11. Any supporting evidence to support the allegations made in the Complaint.

4.5.12. Details of any action the Complainant would like the Tutor to take to resolve the Complaint.

The Complainant is advised that failure to provide information when requested by the Tutor may make it more difficult for the Complaint to be resolved in a manner amenable to the Complainant, and may result in the Complaint being immediately

dismissed pursuant to clauses 4.11.10 and 4.11.11 if such failure means that the Tutor is unable to investigate the Complaint.

4.6. The Tutor shall not be obligated to take any action requested by the Complainant, or to take any other action in response to the Complaint except where compelled to do so by law, by the terms of this Agreement, or by the terms of the Applicable Agreement to which the Complainant or a Named Individual are a party.

4.7. Where a Complainant provides their email address or contact telephone number to the Tutor pursuant to clauses 4.5.2 and 4.5.3 above, this shall form an Authorised Contact Method via which the Tutor may contact the Complainant to discuss any matters pertaining to the Complaint.

4.8. All contact that the Complainant makes regarding the Complaint shall be with the Tutor. The Complainant shall not discuss matters relating to the Complaint with any Named Individual directly prior to the Decision Document being issued.

4.9. If the Complainant obtains any personal data about any other individual as a result of the processing of the Complaint, the Complainant shall:

4.9.1. Handle this data in strict confidence.

4.9.2. Not share this data with anyone other than the Tutor or with the individual to which the data relates without that individual's explicit written consent and, if that individual is Underage, the explicit written consent of their Parents.

4.9.3. Not take any action based on the obtained data that is not strictly necessary to support the processing of the Complaint.

4.9.4. Securely destroy the obtained data upon termination of this Agreement, and confirm in writing to the Tutor that they have done so.

4.10. A Complainant may only register a Complaint about a matter which has impacted themselves or a Customer or Participating Entity associated with the Complainant. Complainants shall **not** have the authority to raise Complaints on behalf of any other individual to which they are not associated or which is neither a Customer nor a Participating Entity.

4.11. The Tutor reserves the right to immediately dismiss a Complaint and take no action in response to that Complaint if:

4.11.1. The allegations made in the Complaint are provably false.

4.11.2. The allegations made in the Complaint are, in the reasonable opinion of the Tutor, malicious or completely implausible.

4.11.3. The Tutor has reasonable grounds to suspect that the purpose of the Complaint is, in part or in whole, to extract personal data from individuals to which the Complainant would not otherwise have access.

4.11.4. The Complaint is not registered via the correct Complaint Form pursuant to clause 4.2.

4.11.5. The Complaint is not written in English.

4.11.6. The Complainant makes unauthorised contact with Named Individuals pursuant to clause 4.8.

4.11.7. The Tutor has reasonable grounds to suspect that the Complainant has handled personal data inappropriately pursuant to clause 4.9.

4.11.8. The Complainant a) asks the Tutor to delete or restrict the use of the Complainant's personal data, b) objects to the Tutor's use of the Complainant's personal data, c) withdraws their consent for the Tutor to use the Complainant's personal data, or d) otherwise exercises their data protection rights, and this action prevents the Tutor from progressing the Complaint.

4.11.9. The Complainant does not have the authority to register the Complaint pursuant to clause 4.10.

4.11.10. The Complaint does not contain sufficient detail for the Tutor to be able to establish the nature of the Complaint.

4.11.11. The Complainant does not provide sufficient information to the Tutor, when requested to do so by the Tutor, for the Tutor to be able to investigate the Complaint.

4.11.12. The Complainant provides no supporting evidence for their Complaint.

4.11.13. The Complainant has used an Artificial Intelligence System to produce all or part of their Complaint, or the Tutor has reasonable grounds to suspect that the Complainant has done so.

4.11.14. The Complaint refers to a matter unrelated to Services provided by the Tutor.

4.11.15. The Complaint refers to a matter which is outside of the Tutor's reasonable control or to which the Tutor cannot reasonably take any action in response.

4.11.16. The Complaint refers to a trivial matter which has no material effect on the quality of Services provided by the Tutor.

4.11.17. The Named Individuals in the Complaint are not party to any agreement with the Tutor relating to the provision of Services.

4.11.18. The Complaint refers to a matter which occurred more than 12 months before the date on which the Complaint was registered or the date on which the Complainant became aware of the events to which the Complaint pertains, whichever is later.

4.12. Provided that there are no grounds for the immediate dismissal of a Complaint pursuant to clauses 4.11.1 to 4.11.18 above, the Tutor shall, as soon as reasonably practicable, investigate the Complaint.

4.13. Any Named Individuals shall individually and separately be invited to, but not be obliged to, provide written representations to the Tutor giving their view on the events to which the Complaint pertains. Such representations must be in English or will not be valid.

4.14. If a Named Individual is Underage, their Parents may provide a written representation to the Tutor pursuant to clause 4.13 on behalf of the Named Individual with the consent of the Named Individual. Any such representation will be treated as equivalent to a representation provided by the Named Individual themselves.

4.15. If the Complaint is against the Tutor, the Tutor shall have the right to provide the Complainant with a written response to the Complaint prior to investigating the Complaint.

4.16. Neither the Complainant nor any Named Individual may use an Artificial Intelligence System to produce any part of any submission they make pertaining to the Complaint, including, but not limited to, the initial Complaint made by the Complainant, and any written representations made to the Tutor by a Named Individual pursuant to clause 4.13. The Tutor reserves the right to declare any submission which has been, or which the Tutor has reasonable grounds to suspect has been, produced partially or fully using an Artificial Intelligence System to be null and void.

4.17. The burden of proof for any allegations made in the Complaint shall fall on the Complainant. The standard of proof used in the investigation of a Complaint shall be the balance of probabilities.

4.18. Once the Tutor has investigated the Complaint, the Tutor will make a decision as to the action to be taken to resolve the Complaint, and issue a Decision Document containing this information to the Complainant and, separately, to any Named Individuals.

4.19. The Tutor reserves the right to invoke any clause listed in an Applicable Agreement as part of the action to be taken to resolve a Complaint – in particular, the provisions for taking action against a Client pursuant to clause 6.6 of the Private Tuition Agreement or clause 6.5 of the Business Training Agreement, against a Student or Parent pursuant to clause 6.9 of the Private Tuition Agreement, or against a Participant pursuant to clause 6.9 of the Business Training Agreement may be invoked if the Tutor deems it appropriate.

4.20. No refunds or cancellations of fees paid or payable for a Service will be made by the Tutor in response to a Complaint unless the Complainant clearly demonstrates that any of the following circumstances apply:

4.20.1. The Tutor has objectively failed to provide the Service as described or to a reasonable basic standard of quality, and that this failure was within the reasonable control of the Tutor.

4.20.2. A charge was levied by the Tutor in error.

4.20.3. The Tutor charged more for the Service than the fee set out at the time of Booking – in this circumstance, only the difference between the amount charged and the correct fee shall be refundable or cancellable.

4.20.4. A refund was not issued by the Tutor when it should have been pursuant to any relevant clause in the Applicable Agreement.

4.21. The Tutor's decision regarding the resolution of any Complaint is final.

4.22. The Tutor reserves the right to bar any Client from receiving Services, or any Customer or Participating Entity from attending Services, who persistently makes Complaints which are immediately dismissed pursuant to clause 4.11 or are determined to be unfounded.

5. Contact Details of the Tutor

5.1. The Tutor's contact details are as follows:

Chris Wreaves (trading as *Become a Genius Tuition*)
12 Medhurst
Two Mile Ash
MILTON KEYNES
MK8 8AW

Email: chris.wreaves@becomeagenius.co.uk
Phone: +44 7866 395077