

LEARN HIGH

TERMS AND CONDITIONS FOR ACADEMIC PROGRAMMES AND SERVICES

Effective from: 22 August 2026

1. About Learn High

Learn High is the trading name used by Mathusha Chandrakumaran, a UK sole trader based in Epping, Essex, United Kingdom.

Learn High provides personalised academic programmes, academic mentoring, structured learning support and related educational services to students and families in the United Kingdom, Switzerland and internationally.

Learn High is an online academic support and mentoring business. It is not a school, tuition centre, examination centre or educational institution, and Learn High does not itself award academic qualifications, certificates or examination results.

These Terms and Conditions apply to the provision of Learn High's services to students, parents, guardians and other customers.

Contact:

Email: support@learnhigh.co

2. Definitions

In these Terms:

“Learn High”, “we”, “us” or “our” means Learn High, the trading name of Mathusha Chandrakumaran.

“Customer”, “you” or “your” means the person who enters into an agreement with Learn High for the provision of services, including a parent, guardian or adult student.

“Student” means the individual receiving or participating in Learn High's academic programme or mentoring services.

“Academic Programme” means the personalised academic pathway, mentoring, structured learning, academic support, lesson provision and related services agreed between Learn High and the Customer.

“Teacher” or “Academic Mentor” means an individual engaged or appointed by Learn High to provide academic teaching, mentoring or related educational support.

“Services” means the services provided by Learn High under the relevant programme or agreement.

3. Nature of the Learn High Service

Learn High provides personalised academic programmes designed around the individual student's academic needs, curriculum, subjects, goals and agreed programme structure.

Depending on the programme selected, the Services may include:

- one-to-one academic sessions;
- academic mentoring;
- structured learning pathways;
- curriculum-aligned academic support;
- progress monitoring;
- lesson planning;
- academic feedback;
- learning resources;
- communication concerning academic progress;
- academic records and lesson records; and
- other services specifically agreed with the Customer.

The precise Services provided to each Student will depend on the programme selected and the agreement entered into with the Customer.

Learn High may adapt the structure, delivery method, academic resources or personnel used to provide the Services where reasonably necessary to maintain or improve the quality and effectiveness of the programme.

4. No Guarantee of Academic Results

Learn High provides academic support, mentoring, structure and guidance. However, academic results cannot be guaranteed.

Student outcomes depend on a number of factors, including attendance, engagement, preparation, independent study, ability, existing attainment, motivation, examination conditions, curriculum requirements and other circumstances outside Learn High's control.

Accordingly, Learn High does not guarantee:

- a particular examination grade;
- admission to a particular school, college or university;
- a particular examination result;
- a particular academic improvement;
- completion of a qualification;
- achievement within a particular timeframe; or
- any other specific academic outcome.

Any statements concerning potential progress or expected outcomes are indicative only and do not constitute a guarantee.

5. Programme Duration

The duration of a Learn High programme will be agreed with the Customer before the programme begins.

A programme may, depending on the agreement, be provided for a fixed period such as:

- two months;
- three months;
- six months;
- twelve months;
- twenty-four months;
- thirty-six months; or
- another agreed period.

The agreed programme duration will form part of the contractual commitment between Learn High and the Customer.

The Customer's payment arrangements may be monthly even where the underlying programme has a longer fixed duration.

6. Monthly Payment Arrangements

Unless otherwise agreed in writing, Services may be invoiced monthly.

Monthly invoicing does not automatically mean that the underlying programme is a month-to-month contract.

Where the Customer has agreed to a fixed-term programme, the agreed programme term remains applicable even where payments are made monthly.

Customers may also choose to pay the agreed programme amount in advance where Learn High offers this option.

Where payment is made in advance, Learn High will maintain an appropriate record of the Services or lessons included within the agreed programme and will reconcile the amount paid against the Services provided.

If additional Services are requested beyond those included in the agreed programme, additional charges may apply.

7. Invoicing and Payment

Invoices are issued by Learn High in accordance with the agreed payment arrangement.

Unless otherwise agreed in writing, an invoice must be paid within 14 calendar days of the invoice date.

The Customer is responsible for ensuring that payments are made on time.

If payment is not received by the due date, Learn High may issue a payment reminder.

If payment remains outstanding, Learn High may provide a further period for payment and may subsequently suspend Services until the outstanding balance has been paid.

Learn High may also suspend access to relevant programme resources, systems, sessions or services where payment remains overdue.

Suspension of Services does not automatically terminate the underlying contractual obligations of the Customer.

Learn High reserves the right to recover reasonable costs associated with the recovery of overdue payments to the extent permitted by applicable law.

8. Additional Services

Where a Customer requests Services or lessons outside the scope of the agreed programme, Learn High may provide those Services subject to availability and additional charges.

Additional Services will normally be confirmed with the Customer before they are provided.

9. Lessons and Scheduling

Where the programme includes scheduled one-to-one sessions, lessons will be arranged through Learn High.

Learn High will determine the scheduling process and may use its scheduling, calendar, CRM, LMS or other systems for this purpose.

The Customer and Student are responsible for attending sessions at the agreed time.

10. Cancellation of Individual Lessons

For one-to-one sessions, the Customer must provide at least **36 hours' notice** if a scheduled session needs to be cancelled or rescheduled.

Where sufficient notice is not provided, the session may be treated as a delivered session and may remain chargeable.

A failure to attend a scheduled session without appropriate notice will generally be treated as a missed session and may be charged accordingly.

Learn High may exercise reasonable discretion in exceptional circumstances, including genuine emergencies or circumstances outside the reasonable control of the Customer or Student.

11. Teacher or Academic Mentor Cancellation

If a Teacher or Academic Mentor is unable to conduct a scheduled session, Learn High will, where reasonably possible:

- arrange an alternative time;
- arrange a replacement session; or
- provide another suitable Teacher or Academic Mentor.

Learn High will take reasonable steps to minimise disruption to the Student's programme.

12. Teacher Allocation and Changes

Learn High determines the Teachers and Academic Mentors assigned to its programmes.

The Customer does not acquire a contractual right to require Learn High to provide a particular Teacher or Academic Mentor unless Learn High has expressly agreed otherwise in writing.

Learn High may change, replace or reassign a Teacher or Academic Mentor where reasonably necessary, including for reasons relating to availability, quality, scheduling, safeguarding, professional suitability, operational requirements or continuity of service.

Where a change is made, Learn High will take reasonable steps to ensure that the replacement Teacher or Academic Mentor is appropriately qualified or experienced for the relevant programme.

13. Student and Parent Responsibilities

The Student and, where applicable, the parent or guardian are responsible for:

- attending scheduled sessions;
- participating appropriately;
- completing agreed academic work;
- providing accurate information relevant to the programme;
- informing Learn High of relevant academic requirements;
- maintaining appropriate behaviour and communication;
- using Learn High's systems responsibly;
- maintaining appropriate access to their accounts;
- ensuring that their device and internet connection are suitable for online participation;
and
- notifying Learn High promptly of any circumstances that may materially affect participation in the programme.

Learn High cannot be responsible for disruption caused by the Student's device, internet connection, software, local network, household circumstances or other factors outside Learn High's reasonable control.

14. Technical Requirements

The Services are delivered primarily online.

The Student or parent/guardian is responsible for ensuring that the Student has:

- a suitable device;
- a reliable internet connection;
- appropriate software or applications where required;
- access to the relevant email account; and
- a suitable environment in which to participate in sessions.

Learn High is not responsible for interruptions caused by technical problems on the Customer's or Student's side.

Where a technical problem originates from Learn High or one of its service providers, Learn High will take reasonable steps to restore or rearrange the affected Service.

15. Account Security

Where the Customer or Student is provided with login credentials or access to Learn High systems, those credentials must be kept confidential.

Customers must not:

- share passwords with unauthorised persons;
- allow unauthorised persons to access their account;
- attempt to access another person's account;
- misuse Learn High's systems; or
- permit another person to participate in a programme using their account without Learn High's permission.

Any suspected unauthorised access should be reported to Learn High promptly.

16. Learning Resources, Books and Certificates

Unless expressly stated otherwise in the programme agreement, the programme price does not include:

- textbooks;
- books;
- examination entry fees;
- examination-board fees;
- external certification fees;
- certificates;
- school or college fees;
- third-party subscriptions; or
- other third-party charges.

Where Learn High recommends a book, resource, examination or external service, the Customer remains responsible for any associated cost unless otherwise expressly agreed.

Learn High does not itself issue school, examination-board or government qualifications.

17. Examinations and Examination Registration

Where a Student intends to sit an examination, the Customer is responsible for ensuring that the Student is properly registered with the relevant examination centre or examination board unless Learn High has expressly agreed in writing to provide a registration service.

Learn High does not guarantee examination entry, examination availability, examination arrangements, examination-board decisions or examination results.

18. Programme Records and Academic Records

Learn High may maintain appropriate records relating to the programme, including:

- scheduled sessions;
- attendance;
- lesson records;
- academic observations;
- progress information;
- learning activities;
- programme communications; and
- other information reasonably required to administer and improve the Services.

Teachers and Academic Mentors may be required to complete relevant lesson or academic records following sessions.

19. Safeguarding and Student Welfare

Learn High is committed to maintaining appropriate professional standards when working with Students, including children and young people.

Students, parents and guardians should report urgent concerns relating to a Student's welfare, safety or ability to participate in the programme to Learn High promptly.

Teachers and Academic Mentors are required to report safeguarding concerns, serious incidents, urgent welfare concerns or other matters requiring management attention to Learn High through the appropriate internal reporting process.

Where Learn High considers that a safeguarding or welfare concern requires escalation, Learn High may take reasonable steps to protect the Student and may contact a parent, guardian, relevant professional or appropriate authority where permitted or required by law.

Learn High does not replace a parent, guardian, school, medical professional, emergency service or other appropriate authority.

20. Emergencies and Unexpected Circumstances

Learn High recognises that Students, parents, Teachers and Academic Mentors may occasionally experience emergencies or serious unexpected circumstances.

Where an urgent personal, safeguarding, health, technical or operational issue materially affects the delivery of a programme, the affected person should notify Learn High as soon as reasonably possible.

Learn High will take reasonable steps to manage the situation, which may include rescheduling a session, reallocating a Teacher, temporarily suspending a Service or making another reasonable adjustment.

21. Early Termination by the Customer

A Customer wishing to terminate a fixed-term programme must provide at least one month's written notice to Learn High.

Where a fixed-term programme is terminated before the agreed end date, the Customer remains responsible for amounts properly due under the agreement up to the effective termination date.

In addition, where the Customer terminates a fixed-term programme without a contractual or statutory right to terminate without charge, Learn High may apply an early-termination charge equal to 15% of the remaining contractual programme fees, calculated from the date on which termination takes effect.

The early-termination charge is intended to reflect reasonable administrative, scheduling, resource-allocation and programme-planning costs associated with an early termination.

This provision does not limit or exclude any statutory consumer cancellation or termination right that cannot lawfully be excluded or restricted.

Where applicable law gives the Customer a right to cancel or terminate without such a charge, that statutory right will prevail.

22. Suspension by Learn High

Learn High may temporarily suspend Services where reasonably necessary, including where:

- payment remains overdue;
- there is serious inappropriate behaviour;
- there is a safeguarding concern;
- an account has been misused;
- there has been a serious breach of these Terms;
- continuing the Service would create a material operational or legal risk; or
- circumstances outside Learn High's reasonable control prevent normal delivery.

Where appropriate, Learn High will provide reasonable notice and an opportunity to remedy a breach before suspension.

Immediate suspension may be appropriate where there is a serious safeguarding, security, legal or safety concern.

23. Termination by Learn High

Learn High may terminate a programme where there is a serious or repeated breach of these Terms, persistent non-payment, serious inappropriate conduct, misuse of Learn High

systems, a safeguarding concern, or another legitimate reason that makes continued provision of the Services unreasonable or unlawful.

Where termination occurs because of a breach by the Customer, the Customer remains responsible for amounts properly due up to the effective date of termination and any lawful charges arising under the agreement.

Nothing in this clause removes any rights the Customer has under applicable consumer law.

24. Refunds

Refunds will be considered in accordance with:

- the terms of the relevant programme agreement;
- the Services actually provided;
- any applicable cancellation rights;
- applicable consumer law; and
- any advance payments remaining after proper reconciliation.

Where a Customer has paid in advance and a refund is legally or contractually due, Learn High will calculate the refund based on the Services properly provided and amounts lawfully retained under the agreement.

25. Statutory Consumer Rights

Nothing in these Terms is intended to exclude, restrict or replace any legal rights that a consumer has under applicable law.

Where a mandatory statutory right applies, that right will prevail over any conflicting provision of these Terms.

For online consumer contracts in the UK, statutory cancellation rights may apply in certain circumstances. Where the Customer expressly requests that Services begin during a statutory cancellation period, the legal consequences of starting the Services during that period will apply.

26. Intellectual Property

All Learn High materials, programme structures, written materials, worksheets, documents, templates, branding, website content, lesson resources, systems and other intellectual property provided by Learn High remain the property of Learn High or its relevant licensors unless expressly stated otherwise.

Customers and Students receive a limited, personal and non-transferable right to use materials supplied to them for their own educational purposes.

Materials must not be:

- commercially resold;
- reproduced for commercial use;
- distributed publicly;
- uploaded to unauthorised platforms;
- copied substantially for the purpose of creating competing services; or
- used to provide services to third parties without permission.

27. Confidentiality

Customers, Students and Learn High will treat confidential information received in connection with a programme appropriately.

Confidential information may include personal information, academic information, programme information, internal communications, business information, proprietary materials and information relating to other Students or Teachers.

This does not prevent disclosure where required by law, safeguarding obligations, professional duties or legitimate regulatory requirements.

28. Communication

Learn High may communicate with Customers and Students through email, telephone, WhatsApp, Zoom, Microsoft services, scheduling systems, learning systems and other communication channels reasonably required to deliver the Services.

Customers are responsible for ensuring that the contact information provided to Learn High remains accurate.

29. Third-Party Services

Learn High may use third-party platforms and service providers to deliver or administer aspects of the Services, including communication, scheduling, payment processing, video conferencing, learning management, customer relationship management, analytics and administrative functions.

Third-party services may have their own terms and privacy policies.

Learn High will use reasonable care in selecting and managing relevant service providers.

30. Limitation of Liability

Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability which applicable law does not permit Learn High to exclude or limit.

Subject to the above, Learn High will not be responsible for losses arising from circumstances outside its reasonable control, including failures of third-party platforms, internet services, equipment, examination centres, examination boards, schools or other external organisations.

Learn High does not accept responsibility for academic results or outcomes that are outside its reasonable control.

Nothing in this clause affects the Customer's statutory rights.

31. Events Outside Reasonable Control

Learn High will not be liable for delay or failure to provide Services caused by circumstances outside its reasonable control.

Such circumstances may include serious illness, natural events, internet or telecommunications failures, third-party platform outages, government restrictions, security incidents, industrial action, emergencies or other circumstances that could not reasonably have been prevented.

Learn High will take reasonable steps to minimise disruption.

32. Website Content

Information published on the Learn High website is provided for general information and does not constitute a guarantee of a particular academic outcome.

Learn High may update website content, programme descriptions, resources and pricing from time to time.

Changes will not retrospectively alter contractual terms that have already been agreed unless permitted by law or agreed with the Customer.

33. Changes to These Terms

Learn High may update these Terms from time to time to reflect changes in its Services, systems, legal requirements or business operations.

The version applicable to an existing programme will be the version incorporated into the Customer's agreement, subject to any lawful updates required by law.

Material changes affecting existing Customers will be communicated where appropriate.

34. Complaints

Customers wishing to raise a complaint should contact:

support@learnhigh.co

Learn High will review complaints fairly and reasonably and will aim to respond within a reasonable period.

Customers should provide sufficient information for Learn High to investigate the matter properly.

35. Governing Law and Jurisdiction

For Customers based in England and Wales, these Terms are governed by the laws of England and Wales, subject to any mandatory consumer protections applicable to the Customer.

For Customers based in Switzerland, these Terms are intended to operate subject to applicable Swiss mandatory consumer and contractual protections, where applicable.

For Customers located elsewhere, mandatory protections under the law applicable to that Customer may apply.

Nothing in these Terms is intended to deprive a consumer of mandatory legal protections that cannot lawfully be excluded.

36. Entire Agreement

The programme agreement, applicable pricing, programme description and these Terms together form the contractual framework governing the Services.

Where there is a conflict between these Terms and a specific written programme agreement, the specific programme agreement will prevail to the extent of the conflict, unless doing so would conflict with mandatory law.

37. Severability

If any provision of these Terms is found to be unlawful, invalid or unenforceable, that provision will be modified or interpreted to the minimum extent necessary to make it lawful and enforceable.

The remaining provisions will continue to apply.

38. Contact

For questions regarding these Terms or Learn High's Services:

Learn High

Trading name of Mathusha Chandrakumaran

Epping, Essex, United Kingdom

Email: support@learnhigh.co