

MAYFAIR CONSULTANTS UK LIMITED

Registered Address:

23 Berkeley Square
London, W1J 6HE

Company number: 06234884

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MAYFAIR CONSULTANTS

Terms & Conditions of Service

1. SUMMARY

These Terms and Conditions govern the provision of consultancy, tutoring, advisory, coaching, and related professional services by Mayfair Consultants UK Limited. By engaging Mayfair Consultants, completing the Mayfair Consultants registration form, whether online or a physical copy, or receiving any services, the client confirms that they have read, understood, and agreed to be bound by these Terms and Conditions.

These Terms and Conditions apply to all services provided by Mayfair Consultants unless expressly agreed otherwise in writing.

2. DEFINITIONS AND INTERPRETATIONS

In these Terms and Conditions, unless the context otherwise requires:

- Mayfair Consultants means Mayfair Consultants UK Limited, trading as Mayfair Consultants, including its directors, employees, contractors, and approved tutors or consultants.
- Client means the individual, parent, guardian, company, or organisation engaging the services of Mayfair Consultants and accepting these Terms and Conditions.
- Student means the individual receiving tuition, academic support, or consultancy services, where different from the Client. These terms are used interchangeably.
- Services means all consultancy, tutoring (of all subjects), advisory, admissions support, academic coaching, professional qualification coaching, application support, mentoring, writing guidance, interview preparation, and related services provided by Mayfair Consultants.
- Registration Form means the official Mayfair Consultants registration and onboarding form, completed through online submission or via an offline physical copy, by the Client prior to the commencement of Services.
- Fees means all registration, consultancy, tuition, programme, or service fees payable to Mayfair Consultants from the Client.
- Tutor means any academic tutor, subject specialist, or consultant engaged to deliver tuition or subject specific instruction.
- Words importing the singular include the plural and vice versa. References to any statute include amendments or replacements in force from time to time.

3. ACCEPTANCE OF TERMS

- Completion of either the online or offline Mayfair Consultants Registration Form is mandatory prior to the commencement of any Services. The Registration Form forms an integral part of the contractual agreement between Mayfair Consultants and the Client.
- By completing the Registration Form, the Client confirms that they have read,

understood, and agreed to be bound by these Terms and Conditions in full, without limitation or qualification.

- The Client acknowledges and agrees that undertaking tuition, consultancy, or advisory services through Mayfair Consultants is conditional upon acceptance of these Terms and Conditions, and that no Services will be provided on any alternative terms unless expressly agreed in writing by a Director of Mayfair Consultants.
- No Services will commence until the online or offline Registration Form has been fully completed, and formally accepted by Mayfair Consultants. Any preparatory discussions, communications, or guidance provided prior to acceptance shall not constitute commencement of Services.
- Where Services are provided for a Student who is under the age of 18, the Registration Form must be completed by a parent or legal guardian, who shall be deemed the Client for the purposes of these Terms and Conditions and shall accept full responsibility for compliance.
- The Client confirms that they have the legal authority to enter into this agreement, whether on their own behalf or on behalf of the Student or organisation, and that all information provided during registration is accurate and complete.
- These Terms and Conditions, together with the completed Registration Form and any written agreements expressly agreed by Mayfair Consultants, form a legally binding agreement between Mayfair Consultants and the Client.

4. SCOPE OF SERVICES

- Mayfair Consultants provides bespoke educational and professional consultancy services tailored to the individual needs, objectives, and circumstances of the Client and or Student, as agreed at the outset of the engagement.
- Services may include, but are not limited to, academic tutoring, admissions consultancy, examination and assessment preparation, professional qualification coaching, application and personal statement guidance, interview preparation, mentoring, academic skills development, strategic academic planning, and career related advisory support.
- The precise scope, duration, format, and delivery method of the Services shall be determined by Mayfair Consultants in consultation with the Client and may be adjusted where reasonably necessary to support effective delivery, provided that the core agreed objectives remain unchanged.
- All Services are advisory, instructional, and educational in nature. Mayfair Consultants does not guarantee academic results, examination outcomes, admissions decisions, employment outcomes, or professional qualification success.
- The Client acknowledges that outcomes are dependent on a range of factors outside the control of Mayfair Consultants, including but not limited to the Student's effort, attendance, engagement, ability, external assessment criteria,

institutional decision making, and changes to examination or admissions frameworks.

- Services are delivered based on information provided by the Client and or Student. Mayfair Consultants shall not be responsible for inaccuracies, omissions, or changes in circumstances that are not promptly disclosed and which may materially affect service delivery or outcomes.
- Any guidance, feedback, or written material provided by Mayfair Consultants is intended to support learning and development and does not constitute a guarantee of acceptance, progression, or success.
- Mayfair Consultants reserves the right to refuse, suspend, or discontinue Services where requested activity would be unethical, academically dishonest, misleading, or in breach of examination board, professional body, or institutional rules.

5. CLIENT RESPONSIBILITIES

- The Client confirms that all information, documentation, and disclosures provided to Mayfair Consultants are accurate, complete, and up to date, and undertakes to notify Mayfair Consultants promptly of any material changes that may affect the Services.
- The Client is responsible for timely communication, attendance, preparation, and active engagement with the Services, including responding to requests for information, completing agreed tasks, and attending scheduled sessions as arranged.
- The Client acknowledges that failure to attend sessions, late cancellations, delayed responses, or lack of engagement may limit the effectiveness of the Services and shall not constitute grounds for refund or service extension.
- The Client agrees to act in good faith, to behave respectfully at all times, and to cooperate reasonably with Mayfair Consultants, its directors, tutors, and consultants to enable effective and professional delivery of the Services.
- The Client acknowledges that their changes to availability, scope, objectives, or level of engagement may materially affect service delivery, timelines, and outcomes, and that Mayfair Consultants shall not be responsible for any resulting impact.
- Where Services are provided to a Student under the age of 18, the Client confirms that they are the parent or legal guardian, accepts full responsibility for the Student's conduct and participation, and agrees to ensure appropriate supervision and safeguarding support where required.
- The Client agrees not to request, encourage, or engage in any activity that would breach academic integrity, examination regulations, professional body rules, or institutional policies, including plagiarism, misrepresentation, or unethical conduct.
- The Client acknowledges that Mayfair Consultants may suspend or terminate Services where cooperation is withheld, information is materially inaccurate, or conduct is unreasonable, without obligation to refund Fees except where

expressly stated in these Terms and Conditions.

6. PAYMENT TERMS

- Fees are payable upon confirmation of engagement and in all cases before the commencement of any Services, work, or preparation activities.
- No Services will commence until full payment of all Fees due to Mayfair Consultants has been received and cleared, unless otherwise expressly agreed in writing by a Director of Mayfair Consultants.
- All consultancy, advisory, and programme services provided by Mayfair Consultants, as described at the point of engagement, are fully included within the agreed investment. No additional consultancy charges will be applied unless the scope of Services is materially varied and agreed in writing.
- All Fees paid to Mayfair Consultants are non-refundable except as expressly stated in these Terms and Conditions. No refund shall be due for Services commenced, time reserved, or resources allocated.
- Where a payment plan or staged payment arrangement is expressly agreed in writing, failure to make any payment when due shall entitle Mayfair Consultants to suspend Services until payment is received, without extending delivery timelines or refunding Fees.
- Mayfair Consultants reserves the right to revise Fees for future engagements or additional Services. Any such revisions shall not affect Fees already agreed and paid for an existing engagement.

7. CONFIDENTIALITY AND PROFESSIONAL STANDARDS

- All communications, correspondence, documents, data, and materials exchanged in connection with the Services are treated as confidential and handled with complete discretion by Mayfair Consultants.
- Mayfair Consultants will not disclose confidential information relating to the Client or Student to any third party without prior consent, except where disclosure is required by law, regulatory obligation, safeguarding duty, or court order.
- All Services are delivered in accordance with the highest academic, ethical, and professional standards, and in compliance with relevant examination board, professional body, and institutional regulations.
- Mayfair Consultants does not engage in, support, or condone academic misconduct, plagiarism, misrepresentation, or any activity intended to mislead academic institutions, professional bodies, or employers.
- All advice, feedback, and materials provided are intended to support learning, skill development, and independent work by the Student and do not constitute completed work submitted on the Student's behalf.
- Where Mayfair Consultants reasonably believes that continued provision of Services would compromise academic integrity, professional standards, or ethical obligations, it reserves the right to suspend or terminate Services without liability.

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8. TUTOR ENGAGEMENT AND DELIVERY

- Tutors introduced, recommended, or coordinated by Mayfair Consultants are independent professionals and are not employees, agents, or partners of Mayfair Consultants unless expressly stated in writing.
- Mayfair Consultants is responsible for identifying and matching the Client with an appropriate tutor based on the agreed scope of Services, subject requirements, availability, and the information provided by the Client or Student.
- Mayfair Consultants provides oversight of the consultancy engagement and acts as a coordinating and quality assurance body, but does not control the day to day methods, teaching style, or professional judgment exercised by independent tutors.
- The Client acknowledges that tutor availability, scheduling, and continuity may be subject to change due to factors outside the reasonable control of Mayfair Consultants, including illness, personal circumstances, or changes in tutor availability.
- Where tutor availability changes or a tutor is unable to continue delivering Services, Mayfair Consultants will follow the resolution and replacement process set out in these Terms and Conditions.
- Mayfair Consultants shall not be liable for the acts, omissions, or professional judgment of independent tutors, provided that reasonable care has been taken in their selection and coordination.
- The Client agrees not to engage tutors introduced by Mayfair Consultants outside of the Mayfair Consultants framework for a period of twelve months following the conclusion of the Services, unless expressly agreed in writing by Mayfair Consultants.
- Mayfair Consultants reserves the right to withdraw or replace a tutor where concerns arise relating to professional conduct, safeguarding, academic integrity, or alignment with the agreed scope of Services. In this case, Mayfair Consultants will provide a replacement within 14 days.

9. RESOLUTION PROCESS AND TUTOR REPLACEMENT

- Upon commencement of the Services, the consultancy engagement will be overseen by a Director of Mayfair Consultants, who shall act as the primary point of accountability for coordination, quality oversight, and overall client satisfaction.
- The Director is responsible for monitoring delivery against the agreed scope of Services, facilitating communication between the Client and tutors, and addressing any concerns or issues raised during the engagement.
- In the event that the Client is dissatisfied with the consultancy received, or where a tutor becomes unavailable, unsuitable, or unable to continue delivering the agreed Services, the Client must notify Mayfair Consultants promptly and in

writing.

- Upon receipt of such notification, the Director will meet with the Client, or otherwise engage with the Client as appropriate, to assess the nature of the issue, determine whether the concern is reasonable, and identify an appropriate resolution.
- Where the issue relates to tutor availability or suitability, and where it is reasonable to do so, Mayfair Consultants will use reasonable endeavours to facilitate a replacement tutor within 14 days, subject to tutor availability and the agreed scope of Services.
- The Client is only eligible for a refund of Fees, excluding any registration or onboarding fees, if a replacement tutor cannot be secured within 14 days despite the best efforts by Mayfair Consultants.
- If the Client decides to decline the offer of a replacement within the 14 day period and withdraw, then they will be liable for half of total hours booked (course fees) that they have paid.
- The Client may not alter the original circumstances of the engagement in a manner that prevents or frustrates effective tutor replacement. This includes, but is not limited to, significantly reducing availability, imposing materially different scheduling constraints, or materially changing the agreed scope of Services.
- The Client agrees to maintain the same scope, objectives, and level of support as originally agreed at the time of engagement for the purposes of tutor replacement and resolution.
- Where a replacement tutor is offered in good faith and reasonably matches the agreed scope and level of expertise, the Client may not unreasonably refuse such replacement as a basis for seeking a refund.
- The Client may not purposely delay a request for a replacement such that the 14 days elapses.
- If Mayfair Consultants is unable to secure a replacement tutor within 14 days under these conditions, a full refund of Fees paid to Mayfair Consultants shall be issued.
- This resolution and replacement process constitutes the Client's sole and exclusive remedy in respect of dissatisfaction with tutor provision or tutor unavailability.

10. CANCELLATION AND TERMINATION

- The Client may cancel or terminate the engagement at any time by providing written notice to Mayfair Consultants. Written notice must be sent by email or other written communication acknowledged by Mayfair Consultants.
- Cancellation or termination by the Client, for any reason whatsoever, does not give rise to any entitlement to a refund of Fees paid, whether in whole or in part, except where a refund is expressly provided for under these Terms and Conditions.
- Fees paid to Mayfair Consultants are non-refundable once the engagement has

commenced, as such Fees reflect the reservation of consultancy capacity, strategic planning, programme design, onboarding, administrative work, coordination, and the allocation of professional resources, regardless of the level of Services ultimately utilised by the Client.

- The Client acknowledges and agrees that a decision not to proceed, a change of mind, dissatisfaction with outcomes, changes in personal circumstances, scheduling difficulties, or reduced engagement by the Client or Student shall not constitute grounds for a refund.
- Where Services have not yet substantively commenced, Fees remain non-refundable as consultancy capacity has been reserved and preparatory work may already have been undertaken.
- Mayfair Consultants reserves the right to terminate or suspend the Services immediately, without liability to refund Fees, where the Client breaches these Terms and Conditions, fails to cooperate reasonably, provides materially inaccurate or misleading information, or engages in abusive, threatening, or inappropriate behaviour towards Mayfair Consultants, its directors, tutors, or representatives.
- Mayfair Consultants may also terminate or suspend Services where continued provision would be impractical, unethical, unlawful, or inconsistent with academic integrity, safeguarding obligations, or professional standards.
- In the event of termination by Mayfair Consultants under this clause, no refund shall be due and any outstanding Fees shall remain payable in full.
- Termination of the engagement, whether by the Client or by Mayfair Consultants, shall not affect any rights, remedies, obligations, or liabilities of either party which have accrued prior to the date of termination.

11. INTELLECTUAL PROPERTY

- All materials, frameworks, methodologies, models, processes, documents, templates, lesson plans, written feedback, recordings, presentations, software, digital content, and other works created, developed, or provided by Mayfair Consultants in connection with the Services remain the intellectual property of Mayfair Consultants unless otherwise expressly agreed in writing.
- No ownership or licence in such intellectual property is transferred to the Client or Student by virtue of the provision of Services, except for a limited, non-exclusive, non-transferable, revocable licence to use the materials solely for the Client's or Student's personal educational purposes.
- Materials are provided strictly for personal use only and may not be copied, reproduced, shared, distributed, published, adapted, uploaded, recorded, sublicensed, or commercialised in any form, whether in whole or in part, without the prior written consent of Mayfair Consultants.
- The Client agrees not to record, transcribe, or otherwise reproduce live sessions, consultations, or meetings without the prior written consent of Mayfair Consultants.

- The Client shall not remove, obscure, or alter any copyright notices, branding, or proprietary markings on materials provided by Mayfair Consultants.
- Any unauthorised use, reproduction, or distribution of Mayfair Consultants' intellectual property may result in immediate termination of Services and may give rise to legal action, including claims for injunctive relief and damages.
- Nothing in these Terms and Conditions restricts Mayfair Consultants from using, adapting, or reusing its own materials, methodologies, or know how in other engagements, provided that confidential information relating to the Client or Student is not disclosed.
- Intellectual property created independently by the Client or Student remains their own, provided that such creation does not incorporate or reproduce proprietary materials of Mayfair Consultants beyond permitted personal use.

12. LIMITATION OF LIABILITY

- To the maximum extent permitted by law, Mayfair Consultants shall not be liable for any indirect, consequential, or economic loss.
- Liability for any claim arising out of the Services shall be limited to the Fees paid to Mayfair Consultants for the relevant engagement.

13. DATA PROTECTION

- Mayfair Consultants processes personal data in accordance with all applicable data protection legislation, including the UK General Data Protection Regulation and the Data Protection Act 2018.
- Personal data may include, but is not limited to, names, contact details, educational records, application materials, academic history, communications, and other information provided by the Client or Student in connection with the Services.
- Personal data may be shared internally within Mayfair Consultants and with approved tutors, consultants, or service providers strictly on a need to know basis for the purpose of delivering the Services, and subject to appropriate confidentiality and data protection obligations.
- Mayfair Consultants implements appropriate technical and organisational measures to protect personal data against unauthorised access, loss, alteration, or disclosure.
- Personal data will be retained only for as long as is reasonably necessary for the purposes for which it was collected, or as required by law, after which it will be securely deleted or anonymised.
- The Client and Student have rights under data protection law, including the right to access, rectify, restrict, or object to processing, and, where applicable, the right to erasure and data portability, subject to legal limitations.
- Where Services are provided to a Student under the age of 18, personal data may be processed on the basis of parental or guardian consent and in accordance with

safeguarding and child protection obligations.

14. GOVERNING LAW AND JURISDICTION

- This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
- Any dispute shall first be resolved by good faith negotiation. If unresolved within 30 days, the dispute shall be referred to mediation under the CEDR Model Mediation Procedure. If mediation fails, either Party may bring proceedings before the exclusive jurisdiction of the courts of England and Wales.