



Terms and Conditions for Clients dated March 2014

S6 Tutoring Academy Limited ('S6') is a limited company number 06812903 whose registered office is at 77 Chapel Street, Billericay, Essex CM12 9LR. These Terms and Conditions ('Agreement') form the contract between S6 ('we' or 'us' or 'our') and the Parents or any persons ('you' or 'client') who engage our Service S6 on behalf of their son/daughter/dependant ('your child').

1. Definitions

In these Terms and Conditions:

"**Assessment**" means the initial consultation with a Tutor

"**Confirmation Correspondence**" means the Conversation, the Summary and/or any subsequent correspondence between us which sets out, confirms or clarifies the details of the Service.

"**Conversation**" means the initial conversation between us referenced at clause 3;

"**Fee**" means the fee payable to S6 for the Tutoring Service as set out in clause 5;

"**Hours**" means the number of Tuition hours discussed/set out in the Confirmation Correspondence;

"**License of the S6 HUB**" means the conditions of use of the HUB which is valid for 12 months at the point of activation. An automated invoice will be sent out one week before renewal date.

"**Service**" means the course of Tuition as set out and agreed in the Confirmation Correspondence;

"**Service End Date**" means the date on which the Service will end as agreed (if at all) in the Confirmation Correspondence;

"**Service Start Date**" means the date on which the Service will begin as discussed and/or set out in the Confirmation Correspondence;

"**Summary**" means the summary of the Conversation referred to at clause 3;

"**Tuition**" means Hourly Tuition or Residential Tuition as agreed as appropriate;

"**Tutor**" means the person who is registered with S6 to provide educational tutoring services and who accepts to undertake the service;

"**Tutoring**" means as discussed/set out in the Confirmation Correspondence;

"**Tutoring Location**" has the definition discussed/set out in the Confirmation Correspondence;

"**Working Days**" means any day (other than Saturday or Sunday) on which clearing banks are open for business in London.

2. General

These Terms and Conditions (and any document referred to in them including the Confirmation Correspondence) contain the entire agreement ("**Agreement**") between us and you and supersede any prior agreement between us relating to their subject matter. Nothing in this clause shall limit or exclude any liability for fraud.

These Terms and Conditions shall apply (and be deemed to be accepted by you) from the date in which you instruct S6 to complete an Assessment.

Unless otherwise agreed in writing by a Director of S6, these Terms and Conditions shall prevail over any other terms of business or conditions put forward by you. To the extent that there is any conflict or inconsistency between any Confirmation Correspondence and the terms contained herein the terms contained in the Confirmation Correspondence shall take precedence for the relevant Service.

To the extent that the Tutor is engaged by S6 as a self-employed Tutor nothing contained within this Agreement shall constitute the relationship of employer and employee and/or worker or a partnership between S6 and the Tutor, or between you and the Tutor.

3. Our Obligations

We will use reasonable endeavours to introduce to you a suitable Tutor to carry out Tutoring of such nature as required for the delivery of the Service. You accept that no warranty as to the suitability of the Tutor can be given by us.

We will ensure that prior to working on a Service the Tutor provides us with:

evidence as to his or her identity;

confirmation that he/she has the experience, training, qualifications and/or any authorisations which you have indicated to us are necessary for the relevant Role and/or which are required by law or a relevant professional body; and

confirmation that he/she is willing to enter into the relevant Service.

We will take all reasonably practicable steps to obtain two references in relation to the Tutor, copies of which will be available to you upon request.

For each Service S6 will:

ask you to confirm certain information during the conversation, which will be your initial phone call to S6;

carry out an Assessment to enable S6 to provide recommendations as to the most suitable service;

once you have received the confirmation as to the Service you require we will assign the Tutor to provide the Tuition at the relevant Tutoring Location; during the relevant Hours; and from the relevant Service Start Date until the earlier of the Service End Date (if any) and/or the date on which the Service is terminated in accordance with these Terms and Conditions and/or the relevant notice period (if any) discussed/set out in the Confirmation Correspondence.

You are obliged to pay us any fee that falls due in accordance with clause 5 of these Terms and Conditions.

4. Your Obligations

You shall:

(a) co-operate with S6 in all matters relating to the Service;

(b) provide S6 with such information and materials as may reasonably be required in order to supply the Service and ensure that such information is accurate in all material respects; and

(c) comply with the payment terms of each material invoice.

(d) Comply with the subscription based license of the S6 HUB. The unique Username and Password is supplied on a confidential basis. You agree not to share this with any other child. If a licence has been abused, access to the S6 Hub will be terminated instantly and without notice.

5. Fees and Payments

A fee will be incurred on the completion of the Assessment. This fee is applicable regardless of whether a further Service is booked.

Upon the selection of a Service you will incur a Fee. This clause sets out how the Fee will be calculated and when the Fee will be payable.

The amount and type of Fees applicable to a Service will be confirmed to you in the Confirmation Correspondence.

To the extent that any terms within this Clause conflict with those in any subsequent Confirmation Correspondence the terms contained within the latest Confirmation Correspondence shall take precedence.

The Fee will consist of one or a number of the relevant charges as set out at Schedule 1. Some components of the Fee are fixed and their value is set out below. Other components of the Fee (such as the Standard Hourly Fee) will vary depending on the Service the value of such charges will be confirmed to you in the Confirmation Correspondence.

S6 imposes different payment terms dependant on the Service selected by you and as agreed in the Confirmation Correspondence, as follows:

Package One Service you will receive a 15% discount provided the Service is paid for in full within 7 days of the date of the invoice.

Package Two Service you will be required to make payment for 10 lessons upfront. The remainder of the costs are then divided into equal monthly payments to the Service End Date.

Package Three Service you will be required to make payment for the Assessment, the Resource Pack and access to the Hub upfront. The remainder of the costs are then divided into equal monthly payments to the Service End Date.



You may pay your invoice by cheque or direct bank transfer.

Any queries arising from any invoice must be brought to our attention within seven Working Days of the date of the relevant invoice.

We reserve the right to charge interest in respect of any amount outstanding after the period for payment referred to in clause 5 above (both before and after judgment) from the date of invoice up to and including the day of payment at the rate of 8% a year above the base lending rate of the Bank of England from time to time.

You shall pay all amounts due as per each material invoice in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).

Intellectual Property

All Intellectual Property Rights in or arising out of or in connection with the Service shall be owned by S6.

All materials supplied in accordance with the Service are the exclusive property of the S6.

6. Cancellation, Termination and Rearranging Lessons

Cancelling a Service – Package 1 Service please ensure that you and the Tutor are agreed on the arrangements for each lesson. If you need to cancel or change a lesson, please call the Tutor directly and send a confirmation email to enquiries@S6tutoringacademy.co.uk.

Should you wish to cancel your Service under **Package 1** you will not be entitled to a refund of any monies paid or due in accordance with Clause 4 above.

Cancelling a Service – Package 2 Service please ensure that you and the Tutor are agreed on the arrangements for each lesson. If you need to cancel or change a lesson, please call the Tutor directly and send a confirmation email to enquiries@S6tutoringacademy.co.uk.

Should you wish to cancel your Service under **Package 2** you will be required to give 30 days' notice in writing for the attention of Stephanie Williams via email at enquiries@S6tutoringacademy.co.uk.

Upon receipt of your notice of cancellation, you will be issued with a final invoice to cover any shortfall between the amount paid and the cost of the Service provided to you including the cost of the Assessment, the Resource Pack and the fee for access to the Hub.

Any lessons cancelled during the notice period will be rearranged as soon as practicable and will still be charged for.

Cancelling a Service – Package 3 Service please ensure that you and the Tutor are agreed on the arrangements for each lesson. If you need to cancel or change a lesson, please call the Tutor directly and send a confirmation email to enquiries@S6tutoringacademy.co.uk.

Should you wish to cancel your Service under **Package 3** you will be required to give 30 days' notice in writing for the attention of Stephanie Williams via email at enquiries@S6tutoringacademy.co.uk.

Lessons during notice period: Any lessons cancelled during the notice period will be rearranged as soon as practicable and will still be charged for.

Rearranging lessons both you and the Tutor must give reasonable notice to each other of any holiday commitments you may have or any changes to the tuition timetable necessary because of illness. An alternative date will be arranged.

Replacement tutors in the event that you reasonably believe that the Tutor is unsuitable, please let us know as soon as possible. We will use reasonable endeavours to introduce you to a suitable replacement Tutor.

Terminating this Agreement generally S6 may give you 3 Working Days written notice terminating this Agreement at any time, notwithstanding that either party may give notice in writing to the other terminating this Agreement with immediate effect if:

- the other party commits any material breach of any of the terms of this Agreement and that breach (if capable of remedy) is not remedied within 5 Working Days after notice being given requiring it to be remedied;
- the other party becomes bankrupt, insolvent or becomes the subject of a receiving or winding-up order, makes any composition with its creditors or has an administrative receiver appointed over all or part of its undertaking or assets, or either party ceases, or threatens to cease, to carry on business.

7. Liability

If you have a complaint against the Tutor or against us, you must inform us of that complaint within 24 hours of the occurrence that gave rise to it by sending an email to enquiries@S6tutoringacademy.co.uk.

We introduce tutors in good faith and in the belief that he or she will perform to the best of his or her abilities. However, to the extent that the Tutor is a self-employed professional we cannot guarantee the performance of the Tutor. Any opinion expressed by the Tutor is not an expression of the opinions of S6.

Neither S6 nor any of its staff shall be liable to you for any loss, injury, damage, expense or delay incurred or suffered by you arising directly or indirectly from or in any way connected with the introduction or supply of a Tutor to you or with any failure by S6 to introduce or supply a Tutor and, in particular, but without limitation to the foregoing, any such loss, injury, damage, expense or delay arising from or in any way connected with:

- failure of the Tutor to meet your requirements for all or any of the purposes for which he or she is required by you;
- any act or omission of a Tutor, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; and
- any loss, injury, damage, expense or delay incurred or suffered by a Tutor, provided that nothing in this clause 8 shall exclude or restrict the liability of S6 to you for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be so limited under any applicable law.

8. Private Arrangements

You are not permitted to make private arrangements for tuition with Tutors introduced or supplied by us to you.

By confirming Tuition, you undertake not to make any such arrangements with any Tutor registered with us either during the term of this Agreement or for up to 3 months following its termination.

9. Responsibilities of the Tutor

A Tutor is not responsible for chaperoning minors or guarding a house and/or household effects. Please ensure that when a Tutor is with your child, a responsible adult is also present at all times during the Tutoring.

10. Data Protection

S6 and the Client shall comply with their respective obligations under the Data Protection Laws at all times.

S6 shall procure that each of their Tutors shall also comply with their respective obligations under Data Protection Laws at all times.

By entering into this Agreement you consent to our use of your, and where you are the parent or legal guardian of the child receiving Tutoring to use that individual's, personal data for the purpose of providing the Tutoring which may include (without limitation) effecting introductions to Tutors, use of such data for billing and/or fee collecting purposes and/or to enable us to make contact from time to time.

For the purposes of this Agreement:

"**Data Protection Laws**" means the Data Protection Act 1998, as well as any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data; and



11. Miscellaneous

No modification or variation of this Agreement shall be effective unless a director of S6 consents in writing to such modification or variation and/or as set out by the Company regarding a specific Service in the relevant Confirmation Correspondence.

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions hereof and the remainder of the provision in question shall not be affected.

Any waiver of any breach of, or default under any of the terms of this Agreement by us, shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.

We shall be entitled to transfer or assign the benefit and/or burden of this Agreement.

The expiration or termination of this Agreement, howsoever arising, shall not operate to affect such of the provisions of this Agreement as are expressed to operate after then.

Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party. The party affected by such circumstances shall promptly notify the other party in writing whether such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 2 weeks, either party may terminate this Agreement by written notice to the other party.

12. Governing Law and Jurisdiction

This Agreement (and any non-contractual obligations or dispute or claim arising out of or in connection with it or its subject matter) shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.



SCHEDULE 1: CHARGING SCHEDULE

1. General

This Schedule 1 (the "Charging Schedule") sets out an explanation of the fees and other costs which S6 is entitled to invoice you for in accordance with clause 4 of the main Agreement to which this Charging Schedule is attached.

The amount and type of Fees applicable to a Service will be confirmed to you in the Confirmation Correspondence.

To the extent that any terms within this Schedule conflict with those in any subsequent Confirmation Correspondence the terms contained within the latest Confirmation Correspondence shall take precedence.

2. The Fee

The Fee means the total of the following charges, as applicable:

The "Assessment Fee" as set out at section 5 of this Charging Schedule;

The "Resource Pack Fee"

The "HUB Access Fee" calculated in accordance with section 3 of this Charging Schedule;

The "Hourly Tuition Fee" calculated in accordance with section 4 below; and/or

Any "Extra Charge" as set out at section 6 of this Charging Schedule.

3. Assessment Fee

The Assessment Fee is fixed at £150

4. Resource Pack Fee

The Resource Pack Fee is fixed at £450

5. HUB Access Fee

The HUB Access Fee is fixed at £550

6. Hourly Tuition Fee

The Hourly Tuition Fee shall be the total of:

the Tutor's Standard Hourly Fee (which shall be notified to you in advance) multiplied by the number of hours during which Tutoring is provided; and

(if applicable) any reasonable travel expenses which may be payable; and

(if applicable) any reasonable charge for travel time which may be payable.

Travel expenses may not apply and to the extent that they do shall vary depending on the Tutoring Location:

any travel expenses agreed with you in writing and in advance of the relevant Service Start Date together with any expenses discussed/set out in the relevant Confirmation Correspondence; and

Terms & Conditions for the sale of digital products/downloads

Information About Us

www.s6tutoringacademy.co.uk ("site") is a site operated by S6 Tutoring Academy Limited ("we"). We are registered in England and Wales under company number 06812903 with our registered office at 77 Chapel Street, Billericay, Essex CM12 9LR.

How These Terms Apply To The Sale Of Products

These Digital Product terms and conditions of sale (together with any relevant documents referred to in them (including the Website terms of use)) set out the terms on which we supply any of the following products via our site to you:

Digital downloads exam papers

Digital downloads of revision guides;

(the "Digital Products")

These terms do not apply to the sale of our physical products or services.

Each time you purchase Digital Products through this site you will be required to click the "I Agree" button to complete the order. By clicking the "I Agree" button and/or by using this site to purchase Digital Products you are accepting these terms and conditions of sale and if relevant any product specific terms. Any terms which you seek to impose in respect of your purchase of Digital Products through this site will not form part of any contract between us. Please read these terms and conditions carefully before ordering any of the Products from our site. If you have any queries on these terms please contact us before placing any order.

From time to time, product specific terms may apply in addition to or replace these terms in respect of certain Digital Products available on the site. These product specific terms will be clearly indicated and featured on the site in the order process for the relevant Digital Product.

To the extent that there is any conflict or inconsistency between any of the terms and conditions on this site and the Privacy Policy in respect of your use of and/or order for Digital Products the following order of precedence will apply:

- Product specific terms;
- Digital Product terms and conditions of sale;
- S6 terms and conditions;
- Website terms of use;
- Privacy Policy.

We recommend you review these terms and conditions each time you purchase Digital Products and print a copy of these terms and conditions for your future reference.

About You

By placing an order for Digital Products through our site, you warrant that:

You are legally capable of entering into binding contracts;

You are at least 18 years old or are aged 16-18 and have read these terms of sale together with your parent and/or guardian who has explained these terms of sale to you so that you fully understand them;

You are purchasing Digital Products for private, non-commercial use only and that you will not copy, distribute or share the Digital Products other than as allowed under these terms of sale; and

By placing an order for Digital Products you agree that we may store, process and use personal data collected from you for the purposes of processing/fulfilling your order. We work with third parties that help us provide the Digital Products to you including card payment and collection companies and they will also have access to your personal data to the extent necessary to help us process/fulfil your order. For further information about how we may store, process and use your personal data please refer to our Privacy Policy.



Registration

You do need to register with the site to place an order for Digital Products, you will be required to provide us with certain information including certain personal and payment/billing details so that we can process your order.

You agree to provide us with truthful, complete and accurate details. You agree to provide us with your details only. You should keep any account details (including any password) safe and should not share or disclose them to anyone. Please notify us immediately if you suspect your account details have been compromised. You are responsible for all orders placed/activity undertaken using your account details.

Digital Products

We provide the digital service on this site which allows you to purchase permanent downloads of Digital Products (including information related to these products and associated artwork).

All Digital Products available through this site are owned or controlled by us, our group companies or our licensors and are protected by intellectual property rights.

Any use of Digital Products purchased through this site are for your own personal, non-commercial use only. Upon payment of the price of the Digital Product we grant you a non exclusive, non-transferable licence to use the Digital Product for your own personal, non-commercial use in accordance with these terms of sale.

You agree that you will not redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, sub-license or transfer any Digital Products available through this site. Nothing in these terms of sale grants to you any rights other than those expressly set out herein. These terms do not grant to you any rights in relation to the commercial sale, resale, reproduction, distribution or commercial exploitation of any Digital Product.

We will be entitled to obtain injunctive relief against you, in addition to all other remedies that we may have, to enforce these terms of sale and to prevent your unauthorised use of this site and/or Digital Products.

You are responsible for ensuring that you do not lose, destroy, or damage any Digital Product you purchase through this site. We shall not be obliged to replace any Digital Product in the event of any loss, destruction, or damage not caused by our negligence.

Requirements To Access The Digital Product Services

In order to access and download Digital Products you will need:

Internet access;

Placing An Order And How The Contract Is Formed Between You And Us

After placing an order for a Digital Product via our site, you will receive an on screen message and e-mail from us setting out the details of your order and acknowledging that we have received your order.

The contract for the purchase of any Digital Product will be between you and us and will only be formed when we make the Digital Product available for download and we have received payment in full for the Digital Product. Until we make the Digital Product available for download and receive payment in full there is no contract between you and us for the Digital Products. We reserve the right, in our sole discretion to reject any order we receive.

Availability And Delivery

All Digital Products featured on our site are subject to availability. We reserve the right to change or remove a Digital Product or other content on the site at any time without notice or liability to you. For example we may have obtained rights from third parties to make the Digital Product available and, in the event we lose these rights, we may need to remove the Digital Product from the site and make it unavailable for purchase.

We update our site regularly to avoid causing disappointment but it can take time to update our site and we cannot guarantee that any particular Digital Product will be available at a particular time.

Price And Payment

The price of any Digital Product will be as quoted on this site at the then current time, except in the case of obvious error. This price will include VAT. We will not accept any offers for Digital Product other than at the then current price.

We use our best efforts to ensure the prices of Digital Products displayed on our site are correct. However, our site contains a number of Digital Products and it is always possible that, despite our best efforts, some of the Digital Products listed on our site may be incorrectly priced. If a Digital Product's correct price is higher than the price stated on our site at the time you placed your order and we have not yet taken payment and made the Digital Product available for download we will normally, at our discretion, either contact you for instructions before making the Digital Product available for download (ie to confirm your order and that you wish to proceed at the correct price), or reject your order and notify you of such rejection.

We are under no obligation to provide the Digital Product to you at the incorrect (lower) price if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a pricing mistake. We reserve the right to withdraw from any contract for Digital Products in the case of obvious and unmistakable pricing errors.

Prices for Digital Products are liable to change at any time, but changes will not affect orders in respect of which we have already taken payment and made the download available.

Note that if you are downloading the digital products to a mobile some network/service providers may charge you an additional amount for this service. We recommend you contact your network/service provider to understand the nature and extent of any additional charges before selecting the download to mobile option. Note that overseas roaming charges may also apply.

Payment for all Digital Products must be by credit or debit card or Paypal. We accept the credit and debit cards displayed on the payment page of our site from time to time.

By providing the details of a credit or debit card to be billed or payment account to be debited for payment of the price due, you confirm that you are authorised to purchase the Digital Products and that you are the holder of the relevant credit or debit card or of the relevant payment account or are expressly authorised to use such. All card payments and card holder details may be subject to validation checks by us and the card issuer.

All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your card refuses to authorise payment we will not accept your order and we will not be liable for any delay or non-delivery and we are not obliged to inform you of the reason for the refusal. We are not responsible for your card issuer or bank charging you as a result of our processing of your credit/debit card payment in accordance with your order. Should there be a problem with your payment we will contact you to discuss the next steps.

Cancellations And Returns

Cancellation of an order for a permanent download of a Digital Product

You may not cancel an order by you for any permanent download of a Digital Product once it has been made available for download by you and each purchase of a permanent download shall be deemed a final, non-exchangeable, non-refundable sale.

We take great care in providing our Digital Products. In the unlikely event of faults with, or damage to, the Digital Products or if you have received an incorrect or incomplete Digital Product please contact us at enquiries@S6tutoringacademy.co.uk We will replace any such faulty or damaged Digital Product if possible or if there are continuing issues with the Digital Product we may issue a refund. You must notify us within a reasonable period of time of download of the Digital Product. If you fail to notify us within a reasonable time, we will have no liability to you.



Termination Of Your Account

If you are in breach of, or we suspect you are in breach of, these Digital Product Terms of Sale (including if you use any Digital Product or the site for business purposes or you breach usage rules) then we may take any/all of the following actions:-

- issue a warning to you;
 - immediate, temporary or permanent withdrawal of your access to your account and/or the site however you will remain responsible for all outstanding amounts on your account;
 - legal action against you;
- The responses described above are not limited and we may take any action we reasonably deem appropriate.

Our Liability To You

You agree you will have no claim against us, in respect of any decision to remove Digital Product from this site or any decision to suspend or terminate your access to this site or to Digital Products (including by way of purchase) through the site.

We warrant to you that any Digital Product purchased from us through our site is of satisfactory quality and reasonably fit for the purpose for which products of the same kind are commonly supplied. We do not make any other promises or warranties about the Digital Products. You agree that use of this site to access or purchase Digital Products is at your sole risk.

If you or we are in breach of the contract for the Digital Product, neither of us will be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the breach. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

Our liability for losses you suffer as a result of us breaking a contract for a Digital Product(s) is strictly limited to the purchase price of the relevant Digital Product(s) affected.

We are not responsible for losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us including but not limited to:

third party loss (as these Digital Products are for personal non-commercial use only);

indirect or consequential loss of any kind; however arising and whether caused by tort (including negligence), breach of contract or otherwise.

This section does not exclude or limit in any way our liability for death or personal injury caused by our negligence; for fraud or fraudulent misrepresentation; for any deliberate breaches of these terms by us that would entitle you to terminate the contract between us relating to the Digital Products; for any matter for which we cannot exclude, or limit our liability under applicable law.

Written Communication

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

Notices

All notices given by you to us must be given by email enquiries@S6tutoringacademy.co.uk. We will give notice to you at either the e-mail or postal address you provide to us as part of the order process or your account registration. Notice will be deemed received and properly served immediately when posted on our site, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to, and received by, the specified e-mail address of the addressee.

Transfer Of Rights And Obligations

Neither you nor we may transfer, assign, charge or otherwise dispose of a contract for Digital Products, or any rights or obligations arising under it, without the other's prior written consent. You agree however that we may sub-contract our obligations (for example contracting with a third party company to deliver the Digital Product) provided that we remain responsible to you for the performance of the contract.

Events Outside Our Control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract for a Digital Product that is caused by events outside our reasonable control (Force Majeure Event).

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, impossibility of the use of public or private telecommunications networks and/or the acts, decrees, legislation, regulations or restrictions of any government.

Our performance under any contract will be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance the same as the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations relating to the Digital Products may be performed despite the Force Majeure Event.

Waiver

If we fail, at any time during the term of a contract for a Digital Product, to insist upon strict performance of any of your obligations under the contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies which we are entitled to under the contract relating to the Digital Products, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default.

No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with section 17 above.

Severability And Third Party Rights

If any of these terms or any provisions of a contract for a Digital Product are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term or provision will to that extent be removed from the remaining terms and provisions which will continue to be valid to the fullest extent permitted by law.

A person who is not a party to these terms of sale has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms but this section does not affect a right or remedy of a third party which exists or is available apart from that Act.

Entire Agreement

We intend to rely upon these terms and conditions of sale and any document expressly referred to in them in relation to the subject matter of any contract relating to the Digital Products. If you are uncertain about your rights or think there is a mistake or that the terms are not complete and accurate or do not reflect any conversation with our customer services representatives, please contact us before placing an order in order to discuss your query/concern as we only accept responsibility for statements made in writing. In that way, we can avoid any problems surrounding what we and you are expected to do in relation to the contract for the Digital Product.



Our Right To Vary These Terms And Conditions

We have the right to revise and amend these terms and conditions of sale from time to time including to reflect changes affecting our business, changes in technology, changes in licensing arrangements, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our site's capabilities.

You will be subject to the policies and terms and conditions of sale in force at the time that you order Digital Products from us, unless any change to those policies or these terms is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we give you reasonable notice of the change to those policies or these terms and conditions of sale before we confirm your order (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Digital Products or our entering into the contract for the Digital Products (as applicable)).

Law And Jurisdiction

Contracts for the purchase of Digital Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England

Terms & Conditions for courses booked online

Definitions

"S6" is S6 Tutoring Academy Limited ('S6') a limited company, company number 06812903 whose registered office is at 77 Chapel Street, Billericay, Essex CM12 9LR.

"Course" is the course or mock exam as selected by you on our website.

"Balance Payment Date" is 14 days after booking.

"S6 Staff" is the people engaged by S6 to run the Course.

"Parents" means parents or guardians ('you') who engage our Service S6 on behalf of their son/daughter/dependant ('the student').

S6 Responsibilities

S6 will use its reasonable care and skill to provide to the student the course for which the student is enrolled.

S6 will confirm enrolment subject to availability after full payment is received on behalf of the student. The Course may be cancelled if there are insufficient students enrolled. All Courses require a minimum enrolment of four students and students will be advised four weeks before the start date of the Course in the unlikely event that there are insufficient numbers to run a particular Course. In this situation the Course will be rescheduled as soon as reasonably practicable.

Parent/Guardian and Student Responsibilities

Parents agree to pay the required deposit at the time of booking, and the balance of fees by the Balance Payment Date. Additional extras added after the Balance Payment Date and the cost of rectifying any loss or damage caused by the student are payable immediately.

Liability

The parents and student indemnify and hold harmless S6, its agents, staff, officers and representatives against any failure by the parents or student to comply with these conditions and any rules reasonably imposed by S6 in connection with the operation of the Course. To the fullest extent permitted by law, parents are fully liable for any damage, loss or injury to persons or property, however caused by students.

Other than those implied by statute, S6 makes no warranty about the services and the Courses it provides. It is solely for the parents and student to determine the student's academic needs and abilities, and the suitability of any S6 Course. S6 makes no warranty about the impact and effect of the Course upon the student's academic performance or exam results.

S6 will not be liable for any loss or damage, whether direct or indirect, suffered by the student, parent or any sponsoring institution caused by S6's negligence or breach of these terms and conditions. S6 is not responsible for any loss, theft or damage to the student's personal property during the course.

In the event of any such S6 liabilities arising, the maximum liability of S6 shall be equivalent to the amount of fees paid for the Course in question, although nothing in these terms shall limit S6's liability for those liabilities that cannot be excluded by law, including personal injury caused by negligence or fraudulent misrepresentation.

Save only for liabilities which cannot by law be excluded, the maximum liability of S6 for breach of contract shall be the amount of fees paid for the Course in question.

Cancellation Policy

For online bookings you have 7 days in which you can cancel your application and receive a full refund.

Before the Balance Payment Date for each Course you can cancel your booking and receive a full refund minus a £50 handling fee.

After the Balance Payment Date no refunds will be made except within the 7 day cancellation period.

Payment Terms

The deposit is payable on application. It is the first part of your full payment. Your place on the Course is secured with the deposit until the Balance Payment Date for the Course.

The balance of fees must be paid by the Balance Payment Date or seven days after your place is confirmed, whichever is later, in order to secure your place on the Course. (The balance is the difference between the deposit and the total fee.) You can pay in full on application if it is more convenient for you. We reserve the right to charge the cost of any outstanding balance, cost of loss or damage to the credit card used for payment of the Course Fees, or by other means.

Force Majeure

S6 will not be liable to the student or parents or other person or organisation paying for the Course in the event of any change in the Course due to circumstances beyond the reasonable control of S6.

Privacy and Data Protection

Any information that is provided will be treated in accordance with S6's Privacy Policy available at <http://www.s6tutoringacademy.co.uk> for the purposes of providing the services and goods requested. It may also be used for customer management purposes. By providing this information, the parents/guardian and student consent to the use of this information for these purposes.

The parents and the student agree that S6 can use photographs of the student taken during the Course for its own marketing purposes unless indicated when submitting these Terms and Conditions.

General

This agreement represents the entire agreement and understanding between S6 and the parent and the students and supersedes any previous agreement relating to the subject matter of this agreement. No term of this agreement shall be enforceable by a third party.

This agreement shall be governed and construed in accordance with the law of England and Wales. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in accordance with this agreement.