

The following are the terms and conditions for the supply of goods and services by S6 Tutoring Ltd. By completing an order form and remitting the payment of the full price for the goods & or services that you require you are offering to purchase those goods and/or services. Once payment has been received by us we will confirm that your order has been accepted by sending an email to you at the email address you provide in your order form. Once we have accepted your order there is in existence a legally binding contract between us (the Agreement (as defined below)).

1 Price

1.1 The prices payable for goods & or services that you order are as set out in our website. For the avoidance of doubts our goods and services are listed below:

1.1.1. Assessment £150 – This fee is non refundable.

- . 1.1.2 11+ Resource Pack £350 – This fee is non refundable.
- . 1.1.3 1-2-1 Tuition – Price to be discussed prior to tuition and will vary depending on tutor experience and level of child. Lessons which have not been completed will be refunded or rescheduled. Lessons that have been carried out are non refundable.
- . 1.1.4 On-line Platform - £550 for one username name and password for one year – This fee is non refundable.
- . 1.1.5 11+ Club - £599 for 12 sessions OR £100 for individual sessions. To be booked and paid online. This fee is non refundable.

2 Right for you to cancel your contract

2.1 You may cancel your Agreement with us for the goods & / services you order at any time up to the end of the seventh working day from the date you decide to go ahead. You do not need to give us any reason for cancelling your Agreement nor will you have to pay any penalty.

You will not be able to cancel the contract if:

- . 2.1.1 1-2-1 tuition has already commenced; or
- . 2.1.2 11+ Club is a non-refundable service.
- . 2.1.3 On-line Platform Resources & you have already accessed the service with your username and password.

2.2 To cancel your Agreement you must notify us in writing.

2.3 Once you have notified us that you are cancelling your Agreement, the assessment, Resource Pack and Online Platform are non-refundable. We will refund any prepaid lesson to your account as soon as possible and in any event within 30 days.

3 Cancellation by us

3.1 We reserve the right to cancel the Agreement between us if:

- . 3.1.1 We do not operate in your area.
- . 3.1.2 If we do cancel your Agreement we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit card as soon as possible but in any event within 30 days of your order. We will not be obliged to offer any additional compensation for disappointment suffered.

4 Place of Delivery of Tuition

- . 4.1 1-2-1 Tuition will be held at the address provided at the time of booking unless the Tutor agreed for this to be varied.

- . 4.2 Group Tuition will be held at the address provided at the time of booking or at an address agreed by all the parties (Parents)
- . 4.3 11+ Club will be held at a nominated place by S6 Tutoring Academy Ltd. This will be notified to all parents at least 7 days before commencement.
- . 4.4 Delivery of On-line Platform will be made electronically to the email address of the recipient (parent/child)
- . 4.5 Delivery in respect of other items will be made as soon as possible after your order is accepted and in any event within 30 days of your order.
- . 4.6 You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction (unless it is the Online Platform resources which remain the property of S6 Tutoring Academy Ltd).

5 Liability

- . 5.1 If the goods we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us in writing at our contact address of the problem within 10 working days of the delivery of the goods in question.
- . 5.2 If you do not receive goods ordered by you within 30 days of the date on which you ordered them, we shall have no liability to you unless you notify us in writing at our contact address of the problem within 40 days of the date on which you ordered the goods. If you notify a problem to us under this condition, our only obligation will be, at your option:
 - . 5.2.1 to make good any shortage or non-delivery;
 - . 5.2.2 to replace or repair any goods that are damaged or defective; or
 - . 5.2.3 To refund to you the amount paid by you for the goods in question in whatever way we choose.
- . 5.3 Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods or service in question.
- . 5.4 You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.
- . 5.5 death or personal injury resulting from our negligence.
- . 5.6 S6 Tutoring Academy does not guarantee a pass and is only to be used as a tutoring service and not a direct route into grammar school. S6 Tutoring cannot be held responsible for exam results that do not meet your predetermined standard.

6 Confidentiality

All information about children, their parents and S6 Tutoring Academy Limited and its tutors during the course of the Agreement is confidential and is not to be used or disclosed to a third party under any circumstances. S6 Tutoring Academy Limited may terminate the Agreement of any parent who breaches this condition.

7 Intellectual Property

All on-line resources and access to the same remains the property of S6 Tutoring Academy and are protected by copyright. You must not copy, download or recreate its content and save it outside the Platform. Use of the Platform is strictly for the use of the Parent and child with regards to the child's tuition. Fair use policy applies. S6 Tutoring reserves the right to terminate access to the Platform for any breach of its terms and conditions or abuse of usage.

8 Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at 77 Chapel Street, Billericay, Essex, CM12 9LR and all notices from us to you will be sent to the email address provided.

9 Events beyond our control

We shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident or an "act of God". In the event of sickness, incapacity or death of a Tutor we shall endeavour to provide you with a replacement Tutor within 14 working days or refund fees already paid for sessions not taken in which case the Agreement will be terminated forthwith. In the event of cancellation of tuition for any reason and we are not able to reschedule within a reasonable time, we will endeavour to provide you with replacement tuition or refund your fees for that tuition. Any cancellation of tuition which is rescheduled within a reasonable period of time does not give rise to any right to terminate the Agreement.

10 Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

11 Privacy

You acknowledge and agree to be bound by the terms of our privacy policy.

12 Third party rights

Except for our affiliates, directors, employees or representatives, a person who is not a party to this agreement has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

13 Governing law

The Agreement between us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between us.

14 Warranties and Responsibilities

You confirm that in ordering the goods and/or services you have not relied on any representation, warranty, assurance, covenant, indemnity, undertaking or commitment which is not expressly set out in the Agreement. In any event, without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement, the only rights or remedies in relation to any representation, warranty, assurance, covenant, indemnity, undertaking or commitment given or action taken in connection with this Agreement are pursuant to this Agreement, and for the avoidance of doubt and without limitation, neither party has any other right or remedy (whether by way of a claim for contribution or otherwise) in tort (including negligence) or for misrepresentation (whether negligent or otherwise, and whether made prior to, and/or in, this Agreement).