

S6 TUTORING ACADEMY LIMITED

TERMS AND CONDITIONS



TABLE OF CONTENTS

- 1. Terms and Conditions for Tutoring.....Page 3
- 2. Terms and Conditions for Digital Products and Services Booked OnlinePage 16
- 3. Terms and Conditions for Courses Booked Online.....Page 26
- 4. Privacy Policy.....Page 29

TERMS AND CONDITIONS FOR TUTORING

1. THESE TERMS

Please read the following important terms and conditions before you buy anything from us and check that they contain everything which you want and nothing that you are not willing to agree to.

Summary of some of your key rights:

*The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, you can cancel within 14 days. If you agree the service will start within this time, you may be charged for what you've used. **(Not applicable to contracts enter into on premises)***

The Consumer Rights Act 2015 says:

- *you can ask us to repeat or fix the service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it*
- *if a price hasn't been agreed upfront, what you're asked to pay must be reasonable*
- *if a time hasn't been agreed upfront, it must be carried out within a reasonable time*

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 03454 04 05 06.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below which you should read carefully.

1.1 What these terms cover. These are the terms and conditions on which we supply products to you. These Terms and Conditions shall apply (and be deemed to be accepted by you) from the date in which you instruct us to complete an Assessment.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss.

1.3 This contract sets out:

- your legal rights and responsibilities
- our legal rights and responsibilities, and
- certain key information required by law

1.4 This contract is used for when you and we enter into a contract in your house, over the telephone, via Skype or at our premises.

1.5 In this contract:

- We, us or our means S6 Tutoring Academy Limited, and
- You or your means the person buying services from us

1.6 If you don't understand any of this contract and want to talk to us about it, please speak with our representative or contact us.

1.7 **Do you need extra help?** If you would like this contract in another format (for example audio, large print, Braille) please contact us.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are S6 Tutoring Academy Limited (“We”), a company registered in England and Wales. Our company registration number is 06812903 and our registered office is at 77 Chapel Street, Billericay, Essex CM12 9LR.

2.2 **How to contact us.** You can contact us by telephoning our customer service team at [0845 519 0489](tel:08455190489) or by writing to us at enquiries@S6tutoringacademy.co.uk or Barleylands Farm, Barleylands Road, Billericay CM11 2UD.

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

3. DEFINITIONS

“**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;

“**Fee**” means the fee payable to S6 for the Tutoring Service;

“**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;

“**Tuition**” means Hourly Tuition or Residential Tuition as agreed as appropriate;

“**Tutor**” means the person who is registered with us 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.

4. INTRODUCTION

4.1 If you buy services from us you agree to be legally bound by this contract.

4.2 When buying any services you also agree to be legally bound by:

- (a) extra terms which may add to, or replace some of, this contract. This may happen for *legal or regulatory reasons*. We will contact you to let you know if we intend to do this by giving you one month's notice.

All these documents form part of this contract as though set out in full here.

5. INFORMATION WE GIVE YOU

5.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made (see the summary box below). We will give you this information in a clear and understandable way. Typically, we will give you this information by email before you buy the services from us. Some of this information is also set out in this contract.

Information we will give you

We will give you information on:

- the main characteristics of the services you want to buy*
- who we are, where we are based and how you can contact us*
- the total price of the services including any taxes (or where this cannot reasonably be worked out in advance, the manner in which we will work out the price)*
- the arrangements for payment, carrying out the services and the time by which we will carry out the services*
- how to exercise your right to cancel the contract and the costs of doing so*
- our complaint handling policy*

5.2 The key information we give you by law forms part of this contract (as though it is set out in full here).

6. ORDERING SERVICES FROM US

6.1 Below, we set out how a legally binding contract between you and us is made:

- (a) Any quotation given by us before you make an order for services is not a binding offer by us to supply such services;

- (b) When you decide to place an order for services with us, this is when you offer to buy such services from us;
- (c) When you place your order with our representative, he or she will acknowledge it in person, or if this is not possible, by email. This acknowledgement does not, however, mean that your order has been accepted;
- (d) We may contact you to say that we do not accept your order. If we do this, we will try to tell you promptly why we do not accept your order. This is typically for the following reasons:
 - (i) we cannot carry out the services (this may be because, for example, we have a shortage of staff)
 - (ii) we cannot authorise your payment
 - (iii) you are not allowed to buy the services from us
 - (iv) we are not allowed to sell the services to you
 - (v) there has been a mistake on the pricing or description of the services
- (e) We will only accept your order when our representative confirms this to you by email (Confirmation E-mail). At this point:
 - (i) a legally binding contract will be in place between you and us, and
 - (ii) we will start to carry out the services in the way you and we have agreed

6.2 If you are under the age of 18 you may not buy any services from us.

7. CARRYING OUT OF THE SERVICES

7.1 We must carry out the services by the time or within the period which you and we agree (either with our representative or in writing). If you and we have agreed no time or period, this will be within a reasonable time.

7.2 Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to restart the services as soon as those events have been fixed. Examples of events which might be beyond our reasonable control include:

- (a) you change the services (and this means we have to do extra work or wait for extra materials)
- (b) we have to wait for your other providers to complete their work before we are able to carry out the services
- (c) materials are not delivered at the time agreed with the supplier of the materials (and we cannot obtain a replacement within a reasonable time or the price charged by a supplier is much higher than the original charge)
- (d) poor weather conditions
- (e) We cannot access the site at the times we agreed with you.

8. YOUR OBLIGATIONS

You shall:

- (a) co-operate with us in all matters relating to the Service;
- (b) provide us 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.
- (e) You are obliged to pay us any fee that falls due in accordance with clause 10 of these Terms and Conditions.
- (f) Provide proof of identification in the form of a driving licence or passport if required.

9. OUR OBLIGATIONS

9.1 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 we cannot give a warranty as to the suitability of the Tutor.

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

- (a) evidence as to his or her identity;
- (b) 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
- (c) confirmation that he/she is willing to enter into the relevant Service.

9.4 For each Service we will:

- (a) ask you to confirm certain information during the conversation, which will be your initial phone call between us;
- (b) carry out an Assessment to enable us to provide recommendations as to the most suitable service;
- (c) once you we 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.

10. CHARGES AND PAYMENT

10.1 We will let you know the basis of calculating the charges for the services and related goods to the fullest extent we can when you place an order with us.

- 10.2** A fee will be incurred on the completion of the Assessment. This fee is applicable regardless of whether a further Service is booked.
- 10.3** 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.
- 10.4** The amount and type of Fees applicable to a Service will be confirmed to you in the Confirmation Correspondence.
- 10.5** 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.
- 10.6** 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.
- 10.7** We impose different payment options depending on the Service selected by you and as agreed in the Confirmation Correspondence, as follows:
- (a)** One to One Tuition – any lessons that cannot be carried out will be rescheduled. This only applies if you give at least two hours notice.
 - (i)** **Option One** you will be required to pay at the time of the booking and you will receive a 15% discount of the invoice total. The discount is only applied if payment is received within 7 days of agreeing to the proposal. This option is non-refundable.
 - (ii)** **Option Two** you will be required to make payment in equal monthly instalments. The amount of instalments depends on the length of the services. This will be agreed in advance.
 - (b)** Group Tuition – a group of children are tutored all together. Lessons cannot be rescheduled.
 - (i)** **Option One** you will be required to pay at the time of the booking and you will receive a 15% discount of the invoice total. The discount is only applied if payment is received within 7 days of agreeing to the proposal. This option is non-refundable.
 - (ii)** **Option Two** you will be required to make payment in equal monthly instalments. The amount of instalments depends on the length of the services. This will be agreed in advance..
 - (c)** Home Schooling – your child will be home schooled at your home or on our premises
 - (i)** **Option One** you will be required to make payment of 3 months’ of planned scheduled homeschooling outlined in the proposal, in advance.

If you refer a friend to us you will receive £150 worth of free tuition and resources.

- 10.8** Your bill will show the dates when the services were/due to be carried out and other key information such as any payment already made. Please contact us if you want any further information on your bill or have a query on it.

- 10.9** We accept cash, cheques, and most credit cards and debit cards. Please speak to us before attempting to pay with credit and debit cards. We also accept payments by PayPal, please ask us for our PayPal details.
- 10.10** All payments by credit card or debit card need to be authorised by the relevant card issuer.
- 10.11** Once an invoice is raised payment must be made within 10 days of receiving invoice via email. If your payment is not received within 10 days, we may also charge interest on any balance outstanding at the rate of 8% a year above Barclays Bank plc's base rate.
- 10.12** The price of the services is in pounds sterling (£) (GBP) and includes VAT at the applicable rate.
- 10.13** If you think an invoice is incorrect please contact us promptly to let us know. We will continue to charge interest until proven otherwise.

11. RIGHT TO CANCEL THIS CONTRACT

- 11.1** You have the right to cancel this contract within 14 days without giving any reason.
- 11.2** The cancellation period will expire after 14 days of the confirmation of the contract.
- 11.3** To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email).
- 11.4** To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired
- 11.5** We will wait until the 14-day cancellation period in this clause 11.1 is over before we start to carry out the services, unless:
- (a) you want us to carry out the services during the 14-day cancellation period
 - (b) we have agreed to do so, and
 - (c) you have signed a written confirmation and given it to our representative (if you do this, the written confirmation which you sign will form part of this contract as though set out in full here)
- 11.6** 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.
- 11.7** **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 when possible. If the lessons cannot be re-arranged they will not be carried over into the following year.
- 11.8** **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.

12. EFFECTS OF CANCELLATION

12.1 The effects of cancellation differ depending on the package and services that you require, as follows:

(a) One to One Tuition

(i) **Option One** – This option is **non-refundable**

(ii) **Option Two** – This option can be cancelled, however you are required to give 30 days' notice and will be required to pay for the scheduled lessons during this time as they will continue. You will not receive a refund for the assessment fee, hub or the resource pack.

(b) Group Tuition

(i) **Option One** – This option is **non-refundable**

(ii) **Option Two** - This option can be cancelled, however you are required to give 30 days' notice and will be required to pay for the scheduled lessons during this time as they will continue. You will not receive a refund for the assessment fee, hub or the resource pack.

(c) Home Schooling

(i) **Option One** – You will be required to give 3 months notice and you will be required to pay for the scheduled lessons that have been continually invoiced for. You will continue to receive tuition during the cancellation period as per the regular schedule.

12.2 If you cancel this contract, we will reimburse to you all payments received from you (less the cancellation fee) except where we are allowed to keep such payments such as where we have started carrying out the services within the 14-day cancellation period and you have confirmed to start carrying out the services within the 14-day cancellation period or for services during the 30 notice period.

12.3 Should you cancel the tuition services, you will receive an amended invoice. This invoice will be for the cancellation period, the assessment fee, the hub and for the resource pack.

12.4 We will charge a £50 administration fee for any cancellations.

12.5 We will make the reimbursement without undue delay once we have reconciled what is owed, and not later than 14 days after the days on which we are informed about your decision to cancel this contract.

12.6 We will make the reimbursement via online bank transfer or cheque, unless you have expressly agreed otherwise; in any event, you will only incur the administration fee and will be required to pay for services during the notice period as a result of the reimbursement.

12.7 You do not have a right to change your mind once the service has been completed, even if the cancellation period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind. 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.

13. OUR RIGHTS TO END THE CONTRACT

13.1 We may end the contract if you break it. We may end the contract for the service at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products; or
- (c) you do not, within a reasonable time, allow us access to your premises to supply the services.

13.2 You may be required to compensate us if you break the contract. If we end the contract in the situations set out in clause 13.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

14. NATURE OF THE SERVICES

14.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as ‘statutory rights’), for example:

- (a) the services are carried out with reasonable care and skill
- (b) you must pay a reasonable price for the services, and no more if you and we haven't fixed a price for the services, and
- (c) we must carry out the services within a reasonable time if you and we haven't fixed a time for the services to be carried out

14.2 We must provide you with services that comply with your legal rights

15. FAULTY SERVICES

15.1 Your legal rights under the Consumer Rights Act 2015, are set out at the top of this contract. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:

- (a) contact us, or
- (b) visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06

15.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015. You may also have other rights in law.

15.3 Please contact us using our contact details, if you want:

- (a) us to repeat the services
- (b) us to fix the services
- (c) a price reduction
- (d) a refund

16. END OF THE CONTRACT

16.1 If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

17. PRIVATE ARRANGEMENTS

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

17.2 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.

17.3 To the extent that the Tutor is engaged by us 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 us and the Tutor, or between you and the Tutor.

18. 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.

However, when a child a being homeschooled at our premises, the tutors and the staff will be fully responsible for the child. The tutor/staff will also be fully responsible for a child that is being transported by us to our premises.

19. INTELLECTUAL PROPERTY

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

19.2 All materials supplied in accordance with the Service are the exclusive property of the S6 Tutoring Academy Limited.

20. LIMIT ON OUR RESPONSIBILITY TO YOU

20.1 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 Tutoring Academy Limited.

20.2 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any:

- (a) losses that were not foreseeable to you and us when the contract was formed;
- (b) losses that were not caused by any breach on our part;
- (c) failure of the self employed Tutor to meet your requirements for all or any of the purposes for which he or she is required by you;

- (d) any act or omission of a self employed Tutor, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;
- (e) business losses; and
- (f) losses to non-consumers.

21. DATA PROTECTION

- 21.1 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.
- 21.2 We and the Tutors shall comply with their respective obligations under the Data Protection Laws at all times.
- 21.2 We shall procure that each of their Tutors shall also comply with their respective obligations under Data Protection Laws at all times.
- 21.3 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.

22. DISPUTES

- 22.1 **How to tell us about problems.** If you have any questions or complaints about the service, a tutor or any other matter please contact us within 24 hours of the occurrence if your complaint is in relation to a tutor or as soon as possible if your complaint is in relation to any other matter. We will try to resolve any disputes with you quickly and efficiently.
- 22.2 You can telephone our customer service team at [0845 519 0489](tel:08455190489) or email us at enquiries@S6tutoringacademy.co.uk.
- 22.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:
- (a) let you know that we cannot settle the dispute with you, and
 - (b) give you certain information required by law about our alternative dispute resolution provider.
- 22.4 If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to this contract.
- 22.5 Relevant United Kingdom law will apply to this contract.

23. OTHER IMPORTANT TERMS

- 23.1 **Entire Agreement.** We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any contract relating to tutoring services.

- 23.2 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 23.3 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.
- 23.4 Waiver.** 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.
- 23.5 Transfer.** We shall be entitled to transfer or assign the benefit and/or burden of this Agreement.
- 23.6 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 23.7 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

Signed by Stephanie Williams for and on behalf of S6 Tutoring Academy Limited Director
---	-------------------

Signed by <i>[insert name of individual]</i> <i>[signature of individual]</i>
--	---

SCHEDULE 1: CHARGING SCHEDULE

1. General

This Schedule 1 (the "**Charging Schedule**") sets out an explanation of the fees and other costs which we are entitled to invoice you for in accordance with 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 3 of this Charging Schedule;

The "Resource Pack Fee" as set out in section 4 of this Charging Schedule;

The "HUB Access Fee" as set out in section 5 of this Charging Schedule;

The "Hourly Tuition Fee" calculated in accordance with section 6 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 for an in-home assessment or £75 for an assessment at one of our centres.

If part of a promotional campaign, an assessment will be provided free of charge.

4. Resource Pack Fee

The Resource Pack Fee is fixed at £450

5. HUB Access Fee

The HUB Access Fee is fixed at £550 per year

6. Hourly Tuition Fee

The Hourly Tuition Fee shall be the total of:

- (i) 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
- (ii) (if applicable) any reasonable travel expenses which may be payable; and
- (iii) (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:

- (i) 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;

TERMS AND CONDITIONS FOR DIGITAL PRODUCTS AND SERVICES BOOKED ONLINE

1. THESE TERMS

23.8 What these terms cover. These are the terms and conditions on which we supply products to you, whether these are Services or Digital Products.

23.9 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss.

24. DEFINITIONS

“**Balance Payment Date**” is 14 days after the booking.

“**Deposit**” is an advance payment required to secure a place on the course. The Deposit is non-refundable.

“**Digital Product**” is the downloadable exam paper or revision guide as selected by you on our website.

“**Service**” is the course or mock exam as selected by you on our website.

“**Writing**” includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

25. OUR CONTRACT WITH YOU

25.1 How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us. Each time you purchase Digital Products or Services 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 and Services you are accepting these terms and conditions of sale.

25.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the product.

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

25.4 We will use our reasonable care and skill to provide to the student the Service for which the student is enrolled.

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

26. OUR PRODUCTS

- 26.1** All Digital Products and Services available through this site are owned or controlled by us, our group companies or our licensors and are protected by intellectual property rights.
- 26.2** Upon payment of the price of a 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.
- 26.3** 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. 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.

27. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 30- Your rights to end the contract).

28. OUR RIGHTS TO MAKE CHANGES

- 28.1 Minor changes to the products.** We may change the product:
- (a) to reflect changes in relevant laws and regulatory requirements; and
 - (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.
- 28.2 More significant changes to the products and these terms.** In addition, as we informed you in the description of the product on our website, we may make the changes to the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.
- 28.3 Updates to Digital Products.** We may update or require you to update Digital Products, provided that the Digital Products shall always match the description of it that we provided to you before you bought it.

29. PROVIDING THE PRODUCTS

- 29.1 When we will provide the products.** During the order process we will let you know when we will provide the products to you. If the products are ongoing services or subscriptions, we will also tell you during the order process when and how you can end the contract.
- (a) **If the products are one-off services.** We will begin the services on the date agreed with you during the order process. The completion date for the services is as told to you during the order process.

- (b) **If the product is a one-off purchase of Digital Product.** We will make the Digital Product available for download by you as soon as we accept your order.
 - (c) **If the products are ongoing Services or a subscription to receive a Digital Products.** We will supply the Services or Digital Products to you until either the Services are completed or the subscription expires (if applicable) or you end the contract as described in clause 30 or we end the contract by written notice to you as described in clause 13.

- 29.2 We are not responsible for 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 Products and Services that is caused by events outside our reasonable control.

- 29.3** This 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.

- 29.4** Our performance under any contract will be suspended for that period, 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 event to a close or to find a solution by which our obligations relating to the Digital Products and Services may be performed.

- 29.5 If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 13.2 will apply.

- 29.6 What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you. If so, this will have been stated in the description of the products on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 13.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

- 29.7 Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
 - (a) deal with technical problems or make minor technical changes;
 - (b) update the product to reflect changes in relevant laws and regulatory requirements;
 - (c) make changes to the product as requested by you or notified by us to you (see clause 28).

- 29.8 Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product we will adjust the price so that you do not pay for products while they are

suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 30 days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

29.9 We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see clause 34.5) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 10.13). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 34.6).

30. YOUR RIGHTS TO END THE CONTRACT

30.1 If you end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see *clause 33*;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see *clause 30.2*;**
- (c) **If you have just changed your mind about the product, see *clause 30.3*.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and exclusions, see *clause 9.4*.
- (d) **In all other cases (if we are not at fault and there is no right to change your mind), see *clause 8.6*.**

30.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see *clause 28.2*);
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
- (e) you have a legal right to end the contract because of something we have done wrong.

30.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

30.4 When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

- (a) Digital Products after you have started to download or stream these;
- (b) Services, once these have been completed, even if the cancellation period is still running;

30.5 How long do I have to change my mind? How long you have depends on what you have ordered and how it is delivered.

- (a) **Have you bought Services (for example, course or mock exam)?** If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
- (b) **Have you bought a Digital Product for download or streaming (for example, exam papers and revision guides)?** if so, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming. If we deliver the Digital Product to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.

30.6 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see clause 30.1), you can still end the contract before it is completed. A contract Digital Products is completed when the product is delivered, downloaded or streamed and paid for. A contract for Services is completed when we have finished providing the Services and you have paid for them. If you want to end the contract in these circumstances, just contact us to let us know. The contract will not end until 1 calendar month after the day on which you contact us. We will refund any advance payment you have made for products which will not be provided to you. For example, if you tell us you want to end the contract on 4 February we will continue to supply the product until 3 March. We will only charge you for supplying the product up to 3 March and will refund any sums you have paid in advance for the supply of the product after 3 March.

31. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

31.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on [0845 519 0489](tel:08455190489) or email us at enquiries@S6tutoringacademy.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) **By post.** Write to us at Barleylands Farm, Barleylands Road, Billericay CM11 2UD, including details of what you bought, when you ordered or received it and your name and address.

31.2 How we will refund you. We will refund you the price you paid for the products by the method you used for payment. However, we may make deductions from the price, as described below.

31.3 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:

- (a) Where the product is a Service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

31.4 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

32. OUR RIGHTS TO END THE CONTRACT

32.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;
- (c) you do not, within a reasonable time, allow us access to your premises to supply the services; or

32.2 You may be required to compensate us if you break the contract. If we end the contract in the situations set out in clause 13.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

32.3 We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will let you know at least 4 weeks in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

33. IF THERE IS A PROBLEM WITH THE PRODUCT

33.1 How to tell us about problems. If you have any questions or complaints about the product or service, please contact us. You can telephone our customer service team at [0845 519 0489](tel:08455190489) or email us at enquiries@S6tutoringacademy.co.uk.

33.2 Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **digital content**, for example exam papers and revision guides, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of

satisfactory quality:

- if your digital content is faulty, you're entitled to a repair or a replacement.
- if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back
- if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

If your product is **services**, for example mock exam or online courses, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

34. PRICE AND PAYMENT

34.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated on the order pages when you place your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 34.3 for what happens if we discover an error in the price of the product you order.

34.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

34.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

34.4 Mobile Downloads. If you are downloading 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.

34.5 When you must pay and how you must pay. Payment for all transactions must be by credit or debit card. We accept payment with the credit or debit cards displayed on our website from time to time. By providing the details of a credit or debit card to be debited, you confirm that you are authorised to purchase the products and that you are the holder 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.

When you must pay depends on what product you are buying:

- (a) For **Digital Products**, you must pay for the products before you download them.
- (b) For **Services**, you must make payment in advance for any services. With regards to the Courses, payment is due within 7 days of submitting the online form. Payment for this is non-refundable unless cancellation is received within the cancellation period.

34.6 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of Barclays Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

34.7 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

35. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

35.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

35.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 12 and for defective products under the Consumer Protection Act 1987

35.3 When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

35.4 If a defective Digital Product which we have supplied, damages a device or Digital Product belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

35.5 When we are not liable. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

35.6 We warrant to you that any Digital Product from our site is of satisfactory quality and reasonably fit for the purpose for which products of the same kind are commonly supplied.

35.7 We make no warranty about the Digital Products and Services we provide. It is solely for you to determine the student's academic needs and abilities, and the suitability of any Digital Products and Services. We make no warranty about the impact and effect of the Digital Products and Services upon the student's academic performance or exam results.

35.8 We shall not be liable for any loss or damage, whether direct or indirect, suffered by the student, you or any sponsoring institution caused by our negligence or breach of these terms and conditions. We are not responsible for any loss, theft or damage to the student's personal property during the Services.

36. HOW WE MAY USE YOUR PERSONAL INFORMATION

36.1 How we will use your personal information. We will use the personal information you provide to us:

- (a) to supply the products to you;
- (b) to process your payment for the products; and
- (c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

36.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

37. OTHER IMPORTANT TERMS

37.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

37.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

37.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

37.4 Data Protection. You agree that we can use photographs of the student taken during the Course for our own marketing purposes unless indicated when submitting these Terms and Conditions.

37.5 Entire Agreement. We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any contract relating to Digital Products or Services booked online.

- 37.6 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.
- 37.7 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 37.8 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 37.9 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

TERMS & CONDITIONS FOR COURSES BOOKED ONLINE

These terms are in conjunction with the terms and conditions for digital products and services booked online

1. DEFINITIONS

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

“Payment Date” is 7 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’).

38. 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.

39. PARENT/GUARDIAN AND STUDENT RESPONSIBILITIES

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

40. 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.

41. CANCELLATION POLICY

For online bookings you have 7 days from the date that the online form is submitted in which you can cancel your application in writing 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.

Should you not cancel within the 7 day cancellation period, you will be required to make full payment of the Course fee. Any payments received for the online courses are non-refundable unless cancelled within the 14 day cooling off period.

42. PAYMENT TERMS

Payment of the Course is due within 7 days of submitting the online form.

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.

43. 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.

44. 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.

45. 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.

PRIVACY POLICY

S6 Tutoring Academy Limited “S6” takes your privacy very seriously. We ask that you read this Privacy Policy carefully as it contains important information about what to expect when S6 collects personal information about you and how S6 will use your personal data.

This policy applies to information we collect about:

- visitors to our website;
- people who register for our service; and
- people who purchase Digital Products.

1. THE INFORMATION WE COLLECT ABOUT YOU

When you register for our service and/or purchase Digital Products we collect the following personal information from you:

1.1 name

1.2 postal address, email address, telephone number, credit/debit card number and expiry date; and

46. HOW WE WILL USE THE INFORMATION ABOUT YOU

We gather this information to allow us to process your registration, process any orders you may make, provide the goods or services requested. The relevant information is then used by us, our agents and sub-contractors to provide you with statements of your account and to communicate with you on any matter relating to the conduct of your account and the provision of the goods or services or Digital Products in general. If you agree, we may also contact you about other products and services we think may be of interest to you.

We may also use aggregate information and statistics for the purposes of monitoring website usage in order to help us to develop our website and our services. We may also provide such aggregate information to third parties. These statistics will not include information that can be used to identify you.

From time to time we may provide your information to our customer service agencies for research and analysis purposes so that we can monitor and improve the goods or services or Digital Products we provide. We or our agents and sub-contractors may contact you by post, email or telephone to ask you for your feedback and comments on our goods or services or Digital Products.

47. MARKETING

We may also wish to provide you with information about special features of our website or any other service or products we think may be of interest to you. If you would rather not receive this information, please send a blank email message to enquiries@S6tutoringacademy.co.uk. If you agree to us providing you with marketing information, you can always opt out at a later date.

We may also want to provide you with related information from third parties we think may be of interest to you. If you would rather not receive this information, please send an email to enquiries@S6tutoringacademy.co.uk. If you agree to us providing you with third party marketing information, you can always opt out at a later date.

We may also provide your information to carefully selected third parties whose products or services we believe may be of interest to you. If you do not wish us to disclose your information in this way, please send an email to enquiries@S6tutoringacademy.co.uk.

48. OUR USE OF COOKIES AND OTHER INFORMATION-GATHERING TECHNOLOGIES

Cookies are text files placed on your computer to collect standard Internet log information and visitor behavior information. The information is used to track visitor use of the website and to compile statistical reports on website activity. For further information about cookies visit www.aboutcookies.org or www.allaboutcookies.org . You can set your browser not to accept cookies and the above websites tell you how to remove cookies from your browser. However, in a few cases some of our website features may not function if you remove cookies from your browser.

49. HOW WE PROTECT YOUR INFORMATION

We have put in place the following security procedures and technical and organisational measures to safeguard your personal information:

- (a) You are able to purchase an SSL certificate which will secure the server further. The cost for this will be £99 per annum.
- (b) All of your details are held on a secure encrypted database.

We will use all reasonable efforts to safeguard your personal information. However, you should be aware that the use of the Internet is not entirely secure and for this reason we cannot guarantee the security or integrity of any personal information which is transferred from you or to you via the Internet.

50. OVERSEAS TRANSFERS

The information you provide may be transferred to countries outside the European Economic Area ('EEA') that do not have similar protections in place regarding your data and restrictions on its use as set out in this policy. However, we will take steps to ensure adequate protections are in place to ensure the security of your information. The EEA comprises the EU member states plus Norway, Iceland and Liechtenstein. By submitting your information you consent to these transfers for the purposes specified above.

51. ACCESS TO YOUR INFORMATION AND UPDATING AND CORRECTING YOUR INFORMATION

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information, please send an email to enquiries@S6tutoringacademy.co.uk. We may make a small charge for this service.

We want to ensure that your personal information is accurate and up to date. If any of the information that you have provided to S6 changes, for example if you change your email address, name or payment details, or if you wish to cancel your registration, please let us know the correct details by sending an email to enquiries@S6tutoringacademy.co.uk. You may ask us, or we may ask you, to correct information you or we think is inaccurate, and you may also ask us to remove information which is inaccurate.

52. SALE OF BUSINESS

If S6's business is sold or integrated with another business your details may be disclosed to our advisers and any prospective purchasers and their advisers and will be passed on to the new owners of the business.

53. YOUR CONSENT

By submitting your personal information you consent to the use of that information as set out in this policy.

54. CHANGES TO PRIVACY POLICY

We keep our Privacy Policy under regular review. If we change our Privacy Policy we will post the changes on this page, and place notices on other pages of the website, so that you may be aware of the information we collect and how we use it at all times. This Privacy Policy was last updated in June 2017.

55. LINKS TO OTHER WEBSITES

Our website contains links to other websites. This Privacy Policy only applies to this website so when you access links to other websites you should read their own privacy policies.