



## TERMS AND CONDITIONS FOR BOOSTER COURSES AND MOCK EXAMS

These Terms and Conditions (the “Terms”) for the Provision of Educational Services regulate the relationship between The Eleven Plus Instructors Limited a company registered in England and Wales under number 09734355 whose registered office is at Office B Business Centre West, Avenue One, Letchworth, SG6 2HB, Hertfordshire (referred to below as the “Company”) and the Parent/Guardian (referred to below as “Parent/Guardian”) of the Student who is to be provided with Educational Services by the Company.

The names and addresses of the Parent/Guardian and the Student shall be specified in the Order Confirmation.

### 1. Definitions and Interpretation

1.1 In the Terms, unless the context otherwise requires, the following expressions have the following meanings:

- “**Booster Course(s)**” means five day intensive course(s) offered online and at Our Premises with Course Sessions covering revision and exam technique;
- “**Consumer**” means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to the Terms means the Parent/Guardian of the Student who receives or uses the Tuition Services from Us for the Student’s personal use;
- “**Course Session(s)**” means any group tuition for a period of 45-60 minutes that We provide to the Student as part of the Booster Courses;
- “**Educational Services**” means Booster Courses and Mock Exams;
- “**Fee**” means the charges for the Student’s use of the Educational Services as set out in Our current price list;
- “**Homework Assignments**” means readings and exercises in the Subject(s) for the Student to work on at home as preparation for the Course Sessions;
- “**Instructor**” means any instructor engaged by the Company from time to time to provide any Course Sessions on its behalf to the Student;
- “**Mock Exam(s)**” means original versions of the CSSE and CEM mock exam format rewritten by Our educational experts who use the national curriculum and recent papers to produce an accurate and original simulation of real exams in an exam room setting offered at Our Premises and online;

<b>“Our Premises”</b>	means the physical premises/venues where We provide any of the Educational Services to the Student;
<b>“Our Site”</b>	means <a href="http://www.11plustutorsinessex.co.uk">www.11plustutorsinessex.co.uk</a> ;
<b>“Parent/Guardian”</b>	means the parent or guardian of the Student;
<b>“Regulations”</b>	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; and
<b>“Student”</b>	means the individual under the age of 18 who receives or uses the Educational Services.

- 1.2 The headings used in the Terms are for convenience only and shall not affect the interpretation of the Terms;
- 1.3 Any reference to “We” or “Us” or “Our” or the “Company” is, where the context permits or requires it, includes an Instructor acting on behalf of the Company pursuant to the Terms; and
- 1.4 Words signifying the singular number shall include the plural and vice versa.

## **2. Booking, Timing and Cancellation of Educational Services**

- 2.1 The Student’s participation in Booster Courses and/or Mock Exams is subject to availability.
- 2.2 You must register the Student for Booster Courses and/or Mock Exams for dates as provided on Our Site. Your request will be Your offer to book a particular Educational Service on a particular date. Whether We accept any requested booking will be in Our sole discretion and further to availability. Our confirmation of Your requested booking in the form of an Order Confirmation will be Our acceptance but it will only become a firm booking if and when it becomes a binding contract in accordance with sub-Clause 2.3 below.
- 2.3 If and when We accept Your offer to book particular Educational Services and You pay the Fee, there will from the date of payment (but not any sooner) be a binding contract between You and Us for the Tuition Group Sessions concerned.
- 2.4 Students arrives for any Educational Services later than its scheduled start time may not be admitted and no refunds will be provided for late or no shows.
- 2.5 You may for any reason including, but not limited to, illness, accidents and bereavement cancel the Student’s participation in Educational Services. In that event, We will not refund to You any of the Fee but We shall endeavor to rebook the Student for substitute Educational Services either online or at Our Premises, if available. It will be in Our reasonable discretion to decide whether to offer such substitute Educational Services to the Student.
- 2.6 We may at Our sole discretion cancel any Educational Services at any time before its scheduled time/date slot. If We cancel an Educational Service We will at Our sole discretion either refund to You in full the payment that You have made to Us for that Educational Service (pro rata from the total Fee, if applicable) or We may rebook the Student for substitute Educational Services and keep the Fee as payment for the substitute Educational Services.

- 2.7 We may at Our sole discretion and without prior notification to You change the content of the Booster Courses and/or individual Course Sessions, the dates upon which each part of the Educational Services are provided and the Instructors.
- 2.8 We will use all reasonable endeavors to start each Course Session and Mock Exam at its scheduled start time, but the start may be delayed and start later than scheduled. We will in such cases not refund to You any of the Fee.
- 2.9 We may immediately terminate a Course Session or Mock Exam or expel the Student from a Course Session or Mock Exam if the Student's conduct is in Our reasonable opinion unacceptable including but not limited to situations where the Student is found to be cheating during the Mock Exam. You will in such a case not be entitled to any refund for any Educational Services started but not completed. If at that time further Course Sessions forming part of the Booster Course have yet to be taken, We may expel the Student and We will in such case not refund to You any of the Fee.
- 2.10 Where the contract We make with You is not made on Our Premises, the Regulations give You the rights set out in this sub-Clause 2.10, and they will be in addition to the rights given to You by the above provisions of this Clause 2. You may for any reason cancel Your booking of Educational Services during the 14 day period after We accept the booking, but if the booking includes any Course Sessions on a date which is before the end of that 14 day period (i.e., You have expressly requested Us to provide any such Course Sessions in that 14 day period and We do so), You may not cancel the the Booster Course and You must pay for it in accordance with Clause 3. If You request that a booking be cancelled, You must confirm this in any way convenient to You. If You cancel as allowed by this Sub-Clause 2.10, and You have already made any payment(s) to Us for the booking, We will refund the payment(s) to You within 14 days of receiving Your cancellation.

### **3. Fee and Payment**

- 3.1 You must pay the Fee in advance when you sign up the Student for the Educational Services; i.e., the Booster Course and/or the Mock Exam.
- 3.2 All prices for Educational Services set out in Our current price list are inclusive of VAT.
- 3.3 The Company may charge interest on any part of the Fee not paid within five calendar days of its due date as specified in the Order Confirmation at a rate of 4% above the base rate from time to time of HSBC Bank PLC from the date of the invoice until actual date of payment and as well before as after judgement.
- 3.4 The Company may immediately suspend or terminate the provision of the Educational Services if any part of the Fee is not paid on a timely basis.
- 3.5 Subject to specific provisions herein the Fee is non-refundable.

### **4. Your Eligibility to require Us to provide Educational Services under the Terms**

- 4.1 We will only make Educational Services available to the Student where You are a Consumer (as defined in Clause 1 above), and acceptance of the Terms will be deemed to be Your confirmation that You will be a Consumer in connection with any request(s) by You for any Educational Services.
- 4.2 If at any time We find that You are not a Consumer, We may without liability to You cancel the agreement forthwith by giving You a cancellation notice and You will not then be entitled to require Us to provide any further Educational

Services to the Student. If at the time of such cancellation You have paid for any Educational Services not yet due to be given, We will refund You the Fee for those Educational Services.

## 5. Miscellaneous

- 5.1 **Attendance:** If the Student for whatever reason is not available for a booked Course Session and/or Mock Exam it is solely Your responsibility to ensure that the Student makes up the missed Course Session and/or Mock Exam by booking substitute Course Sessions and/or Mock Exam, if available. Substitute Educational Services shall only be provided if We have availability and further to Our sole discretion.
- 5.2 **Punctuality:** Students are expected to arrive/be ready for participation in Course Sessions and/or Mock Exams at least 5 minutes before the scheduled start time of the Educational Services to ensure that they are ready to start on time. We are not able to guarantee that We are able to accommodate Students showing up for Educational Services if the Student has not been validly booked for the particular Educational Service.
- 5.3 **Transport to and from Our Premises:** Parents/guardians are responsible for delivering to and collecting the Students from Our Premises at the applicable times. Anyone collecting the Student that is not a parent/guardian will have to prove parental permission to collect the Student if asked by the Instructor to do so.
- 5.4 **Provision of items by the Student:** We are not responsible for obtaining or providing any items for the Student.

For the Booster Course the Student will be expected each day to bring the following:

- food and drink (if taken at Our Premises)
- stationary
- 2 sharp pencils
- 2 rulers
- 2 rubbers
- 2 pencil sharpeners

For the Mock Exams the Student will be expected to bring the following in a clear plastic bag:

- 3 sharp pencils
- 2 rulers
- 2 rubbers
- 2 pencil sharpeners

and to wear full school uniform (the Student will not be allowed to sit the exam if the Student is not dressed in school uniform).

- 5.5 **Homework Assignments:** We may give the Student Homework Assignment at the end of Course Sessions, and the Student should complete the Homework Assignment prior to the next Course Sessions as instructed by the Instructor. It is best if the Student has a quiet place to work on the Homework Assignment without interruption.

- 5.6 **Preparation for each Course Session:** The Student should come to each Course Session prepared by completing any Homework Assignment that We may have given to him/her at the previous Course Session. Such adequate preparation is more likely to result in satisfactory progress in the Booster Course. It is not Our responsibility to ensure that the Student carries out Homework Assignments.
- 5.7 **Parent/Guardian's involvement:** You are encouraged to take an active interest in the Student's study of the Booster Course and be involved in Homework Assignments to the extent that it is practicable and helpful to the Student. You should where necessary provide the Student with a quiet place to study and carry out Homework Assignments, revision and examination preparation without interruption.

## 6. Health and Safety and Professional References and DBS

- 6.1 You give Us permission to arrange for an Instructor to teach the Student in Course Sessions and/or to supervise the Student during Mock Exams.
- 6.2 We and Our Instructors follow all applicable legal rules and regulations relating to child protection legislation.
- 6.3 Where Educational Services take place at Our Premises, the Student must be accompanied to and from Our Premises by You or some other responsible adult nominated by You, and You must be contactable by Us by mobile phone for the duration of the performance of the Educational Services.
- 6.4 We will not be responsible for care or safety of any minor at Our Premises other than the Student.
- 6.5 In the interests of the Student's well-being, You must inform Us before the Student attends any Educational Services of any medical or other condition affecting the Student which might be or become relevant for Us to know.
- 6.6 If You do not tell Us before a Course Session and/or Mock Exam of anything referred to in sub-Clause 6.5 that We then discover, We may, acting reasonably, decide not to provide the Educational Services booked and to treat any such Educational Services as cancelled by You without notice, and sub-Clause 2.10 above will then apply.
- 6.7 We will on request provide to You with evidence of the qualifications of Instructor(s) for Course Sessions that the Student is signed up for.
- 6.8 We will ensure that, before any Instructor provides the first Course Session, We receive the result of a Disclosure & Barring Service (DBS) enhanced check for that Instructor which does not contain anything that We consider would render the Instructor to be an inappropriate person to provide Educational Services.

## 7. Rules

- 7.1 We do not permit neither the Student nor You or any responsible adult accompanying the Student to:
- 7.1.1 smoke anywhere on Our Premises;
  - 7.1.2 be accompanied at Our Premises by any child, or, except as stated in Clause 6, by any adult; or
  - 7.1.3 bring any animals into Our Premises with the exception of guide dogs. If the Student requires the use of a guide dog, You should

inform Us of that before You enter into this Agreement.

- 7.2 Students are not allowed to bring any electronic devices (computers, laptops, iPads, mobile telephones, etc., in Course Sessions and/or Mock Exams.
- 7.3 All teaching materials produced by Us are copyright protected, and You and the Student must not make any photocopies of or share electronically any text books or other teaching materials with third parties unless We agree in writing to such copying and/or sharing of any teaching materials produced by Us.
- 7.4 If You or the Student do not comply with any of these requirements, We may cancel the Educational Services without liability for any refund or other amount.

## **8. Events Beyond Our Reasonable Control**

- 8.1 We will not be liable for any failure or delay in performing Our obligations under the Terms resulting from any cause beyond Our reasonable control, including illness of any Instructor or of Our other relevant personnel, lack of available facilities, non-performance by suppliers, any law or any action taken by a government or public authority, pandemic or epidemic circumstances, act of God, or any other similar or dissimilar event or circumstance that is beyond Our control.
- 8.2 If any event described under sub-Clause 8.1 occurs that is likely to adversely affect Our performance of any obligations under this contract, We will try to inform You as soon as is reasonably possible, Our obligations will be suspended and any time limits that We are bound by will be extended accordingly. We will inform You when that event is over and provide details of any new dates, times or availability of Course Sessions as necessary.

## **9. Limitation of Liability**

- 9.1 We will not be responsible for any loss or damage that is not foreseeable.
- 9.2 We provide all Educational Services only for personal and private use/purposes. We will not be liable to You or the Student for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 9.3 Whilst We will use Our best endeavours to ensure that the Students makes satisfactory progress by participating in the Booster Courses and/or Mock Exams, results will differ from student to student depending on various factors including the Student's aptitude. Satisfactory progress and/or results cannot be guaranteed, and We make no warranty or representation that any particular result will be brought about (including passing any examination) as a result of the Student being provided with Educational Services including taking part in any Course Sessions.
- 9.4 If You or the Student bring any personal belongings on to Our Premises, We do not undertake to keep them safe or provide any storage place for them. Their loss or damage will be at Your and the Student's own risk except where such loss or damage is due to any deliberate or negligent act by Us or an Instructor. We will not be responsible for any loss or damage to Your or the Student's personal belongings caused by any other student, guest or visitor to Our Premises even where You or the Student leave or store them in any place at Our premises that We or an Instructor suggest or ask You to use. We therefore advise You and the Student not to bring any valuable belongings to Our Premises.
- 9.5 We shall not be liable for any delay or in the delivery or non-delivery of

results/statistics from the Educational Services including but not limited to the Mock Exam to be delivered by postal services, due to the acts or omissions of the postal services or due to incorrect postal information having been supplied by you or the Student.

- 9.6 Nothing in the Terms is intended to or will exclude or limit Our liability for death or personal injury caused by Our or an Instructor's negligence or fraud or fraudulent misrepresentation.
- 9.7 If You are a Consumer nothing in the Terms is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You or the Student, or Your or the Student's rights or remedies, or Our liability to You or the Student, under:
- 9.7.1 the Consumer Rights Act 2015;
  - 9.7.2 the Regulations;
  - 9.7.3 the Consumer Protection Act 1987; or
  - 9.7.4 any other consumer protection legislation,
- as that legislation is amended from time to time.

For more details of Your and the Student's legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standard Office.

## **10. Status and Authority of Instructors**

- 10.1 If any Instructor in their own name or on their own behalf agrees or arranges to provide, or does provide, any tuition to the Student for You, We will not be responsible or liable to You for any act or omission of that Instructor in relation to any such agreement, arrangement or tuition.
- 10.2 We will be responsible and liable to You for an Instructor's acts or omissions as set out in Clause 9.
- 10.3 Your contract for any Educational Services to be provided under the Terms will be with Us and not with any Instructor.

## **11. Changes to the Terms**

We may from time to time change any parts of the Terms without giving You notice, but We will use reasonable endeavours to inform You as soon as is reasonably possible of any such change.

## **12. How We use Your and the Student's Personal Information (Data Protection)**

- 12.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of current UK data protection regulation.
- 12.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your and the Student's rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice.

### **13. Regulations**

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We enter into a contract with You except where that information is already apparent from the context of the transaction. We have included the information itself either in the Terms for You to see now, or We will make it available to You before We accept Your request to receive Educational Services for the Student. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

### **14. Information**

As required by the Regulations:

14.1 all of the information described in Clause 13; and

14.2 any other information which We give to You about the Educational Services or Us and Our business which You take into account when deciding to make a booking or when making any other decision about Educational Services, will be part of the terms of Our contract with You as a Consumer.

### **15. Complaints**

We always welcome feedback from You and, whilst We always use all reasonable endeavours to ensure that the Student's experience and Your experience as Our customer is a positive one, We nevertheless want to hear from You if You or the Student have any cause for complaint. If You or the Student have any complaint about any Educational Services or any other issue, please raise the matter with Us by contacting Us by telephone, email or post.

### **16. No Waiver**

No failure or delay by Us in exercising any rights under the Terms means that We have waived that right, and no waiver by Us of a breach of any provision of the Terms means that We will waive any subsequent breach of the same or any other provision.

### **17. Severance**

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

### **18. Notices**

Any notice to be given by one party to the other hereunder will either be communicated verbally initially and confirmed in writing immediately; or be communicated directly in writing and sent either by post or electronic means to the address and/or email address for each party shown in the Order Confirmation or as notified by one party to the other from time to time.

### **19. Authority, Law and Jurisdiction**

19.1 You warrant that You have full authority to enter into this agreement where the Educational Services are to be provided to a minor.

19.2 The Agreement, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

19.3 As a consumer, You will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 19.2 above takes away or

reduces Your rights as a consumer to rely on those provisions.

- 19.4 Any dispute, controversy, proceedings or claim between You and Us relating to the Agreement, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by Your residency.