

## TERMS AND CONDITIONS

### 1. Definitions

In these Terms and Conditions, the following terms have the meanings stated below:

- “Child” means the child who is registered to attend an SDE Familiarisation, Exam Technique and Mock Exam session;
- “Client” means the parent or guardian of a Child registered to an SDE Familiarisation, Exam Technique and Mock Exam session;
- “SDE” means SDE (West Herts) LLP, a limited liability partnership incorporated in England with registration no. OC385079;
- “session” means the Familiarisation, Exam Technique and Mock Exam session which is attended by the Child.

### 2. Parties

This agreement is between the Client and SDE.

### 3. Safety

3.1. The Client shall ensure that he or she or, where relevant, the person with responsibility to deliver and collect the Child to and from the session venue on the relevant session date personally:

3.1.1. delivers the Child to the custody of the teacher in charge of the Child’s session; and

3.1.2. collects the Child from the teacher in charge of the Child’s session.

### 4. Medical conditions, medication and treatments

4.1. The Client shall notify SDE in writing at registration if the child suffers from any medical injury, condition (including any allergies) or disability that ought properly to be brought to the attention of SDE so that an assessment of the needs of the child can be made.

4.2. In the event that SDE is notified that a pupil in a class has a food allergy (or other similar condition), the teacher will take reasonable precautions to protect that pupil from exposure to the cause of the allergy (or other similar condition) but SDE cannot guarantee non-exposure.

### 5. Refunds

Once the Child has registered to attend a session, SDE will not refund the session fee or any part of the session fee in the event that the Child is unable or does not attend the session for any reason.

### 6. Cancellation

At any time on or prior to the date on which the session is delivered, SDE reserves the right to cancel:

6.1.1. the session; or

6.1.2. the Child’s place at the session

and, in such circumstances, the Client’s only remedy against SDE shall be to a refund of the payment made by the Client at registration.

### 7. Website

These terms and conditions apply in respect of the provision of the session by SDE only. The Susan Daughtrey Education website is operated by SD Education Limited and its use is subject to separate terms and conditions which can be found by clicking the “Terms & Conditions” link at the bottom of the website homepage.

### 8. Personal data

8.1. We will use the personal data that you give us to:

8.1.1. provide the session; and

8.1.2. inform you about similar products or services offered by Susan Daughtrey Education.

8.2. We may store personal data in hard or electronic form and it may be given to, or accessed by, other legal entities trading under the "Susan Daughtrey Education" or "SDE" brand (including other members of the Susan Daughtrey Education franchise network). We will not give, or provide access to, personal data to any third party.

#### **9. Exclusion and Limitation of Liability**

9.1. Without prejudice to clause 9.2, SDE's maximum aggregate liability for breach of these Terms and Conditions (including any liability for the acts or omissions of its employees, consultants or agents), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the amount of session fee paid by the Client to SDE for the session.

9.2. Nothing in these Terms and Conditions shall in any way limit:

9.2.1. either party's liability for death or personal injury caused by its own negligence; or

9.2.2. any liability which cannot be excluded by law.

#### **10. Third Parties**

Nothing in these Terms and Conditions is intended to give any person any right to enforce any term of these Terms and Conditions which that person would not have but for the Contract (Rights of Third Parties) Act 1999.

#### **11. General**

11.1. Any notice to SDE shall be in writing and directed to Susan Daughtrey Education LLP, PO Box 1881, Gerrards Cross, SL9 9AN.

11.2. Any notice to the Client shall be sent to the address of the Client provided at registration.

November 2013