

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 a session;
- “Client” means the parent or guardian of a Child registered to attend a session;
- “SDE” means Susan Daughtrey Education LLP, a limited liability partnership incorporated in England with registration no. OC381033 and
- “session” means the mock 11+ exam session which the child attends or which he/she is booked to attend.

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

3.1.2. at the end of the session 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. The Client is responsible for informing SDE of any changes to the child’s circumstances.

4.2. In the event that SDE is notified that a pupil attending a session has an allergy (or other similar condition), the Mock Exam Event Manager will, if specifically instructed by the Client immediately prior to the mock exam session, take reasonable precautions to protect the Child from exposure to the cause of the allergy (or other similar condition) but SDE cannot guarantee non-exposure.

5. Cancellation or Amendment by the Client

5.1. SDE accept that the Client’s plans and circumstances may change and SDE wishes to accommodate the Client where feasible. Substantial administration costs are incurred by SDE to process amendments and cancellations and in order to cover these costs, and keep the cost of SDE’s mock exams as low as possible for other parents, you will incur an administration fee if you wish to make a cancellation or amendment to your booking(s) - full details are specified below.

Amendment by the Client

5.2. You may change a booking to another available session at the same venue provided you make the change request at least 7 days prior to the date of the booking. In this case, a £10 administration fee will be charged where the change is made online (£20 where the change is made by telephone or email correspondence) and your new booking will be confirmed to you by email. To make amendments please log in to the website using your Login ID (email address) and password set up when you made the original booking or, to make a change offline, call the telephone number specified on your booking confirmation.

5.3. If you wish to change the venue, you will need to cancel the original booking (see below) and re-book at the new venue via the SDE website. This is necessary because some of the venues are operated under franchise and are separate businesses.

Cancellation by the Client

5.4. If you wish to cancel a mock exam, you must do so by giving us written notice at least 7 days prior to the date of the session you wish to cancel (if the Client cancels the mock exam session within 7 days of the session, the Client is not eligible for any refund). Written notice should be given by email to the email address from which your booking confirmation was received. It is not possible to cancel a mock exam online.

5.5. We will refund the balance of fees you paid after:

5.5.1. in the event that one mock exam is cancelled from a series booking, a recalculation of the fee; and

5.5.2. deduction of a £20 administration fee.

Recalculation of the fee for series bookings: SDE offer a discount to those parents who book more than one mock exam session at the same time. For example, one mock exam costs £70 (£70 per mock exam) and two mock exams cost £130 (£65 per mock exam, saving £10).

In the event that you have booked more than one mock exam and you cancel some but not all of the bookings, we will recalculate the fee so that you are charged the appropriate fee for the number of bookings remaining after the cancellation has been processed. We will also charge a £20 administration fee. To help you understand these arrangements, we have included two worked examples below:

Example 1

The Client's original booking comprises of two mock tests and a fee of £130 is paid. The client decides to cancel one mock exam. SDE therefore:

(a) recalculates the fee based on the remaining booking of just one mock exam - £70 for one mock exam session;

(b) an administration fee of £20 is then deducted.

The client is therefore refunded (£130 (original payment) - £70 (cost for the remaining booking) - £20 (administration fee) = £40 refund.

Example 2

Original booking of five mock tests for a cost of £250. The client decides to cancel one mock exam. SDE therefore:

(a) recalculates the fee based on the remaining booking of just four mock exams - £220 for four mock exam sessions;

(b) an administration fee of £20 is then deducted.

The client is therefore refunded (£250 (original payment) - £220 (cost for the remaining four booking) - £20 (administration fee) = £10 refund.

6. Cancellation or amendment by SDE

6.1. 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 for that mock exam session at registration. If the client has paid for more than one mock exam session at the same time (series booking), a pro-rata refund will be given (for example if four mock exams are booked, costing £220, and one mock exam is cancelled, a refund of £55 (1/4 of £220) will be made to the client).

6.2. At any time on or prior to the date on which the session is delivered, SDE reserves the right to propose a new date/time and/or venue for the mock exam. In this case, the Client shall be entitled to elect to either: (a) accept the new date/time and/or venue; or (b) receive a refund for that session on the same basis as if the session had been cancelled by SDE (see clause 6.1).

Please note these procedures have been devised so parents understand their rights when booking with SDE and have appropriate protection in the event of cancellation or amendment by SDE. Every effort is made to ensure that all mock exams go ahead as originally timetabled and to avoid any disappointment or inconvenience.

7. Website

These terms and conditions apply in respect of the provision of the session by SDE only. The Susan Daughtrey Education website is subject to separate terms and conditions.

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 and 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.
- 8.3. A key feature of the mock exam is for SDE to rank the students according to their result(s) in the relevant mock exam (or any parts of it or them). You agree that SDE can include your child's exam results in a table or database for the purposes of ranking or similar peer comparison, and that the results of your child may be made available to other parents in a generic and anonymised form (i.e. your child's name will not be disclosed). If you are not happy for your child's results to be used in this way please do not book the mock exam or, if you have already booked the mock exam, please let SDE know immediately.

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 the 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. Nothing in these terms and conditions affect your statutory rights.
- 11.2. Except as otherwise expressly permitted by these terms and conditions, any notice to SDE shall be in writing and directed to the registered office of SDE as recorded from time to time at Companies House.
- 11.3. Any notice to the Client shall be sent to the address and/or email address of the Client provided at registration or when making payment for the Child's session(s).

October 2018

A note from James Daughtrey, Partner, Susan Daughtrey Education LLP

The above terms and conditions set out our respective legal rights and obligations. If you are not happy with the service provided, please let us know informally by email jdaughtrey@sde11plus.com or please telephone me on my direct dial, 01494 627011. We will do our very best to put the situation right.