

## YEAR 5 11+ COURSE 2023-2024

(for GL Assessment 11+ candidates who enter Year 5 in September 2023)

The SDE 11+ Course has been created for students preparing for the GL Assessment® 11+ tests and comprises:

- ✓ **4 Assessments at the beginning of the Course** (English, Verbal Reasoning, Maths and Non-Verbal Reasoning)
- ✓ **“A technique-focused approach to learning for the 11+”** (unlike many 11+ course providers we teach your child *how* to approach each 11+ question using Susan’s carefully developed *techniques*)
- ✓ **Susan Daughtrey M.Ed Course structure, lesson plans and materials** are used in class
- ✓ **2 hours of tuition per week** during term time; 32 lessons in total
- ✓ **2 additional ‘Mini Mock’ Sessions (2 hours each)** are undertaken in January and March 2024 to introduce the students to formal examination and to help monitor progress (extending the Course to 34 Weeks in total)
- ✓ **GL-style SDE 11+ test papers which are written and reviewed in class** in the final weeks of the Course to help structure revision, practice exam technique and timing under examination conditions
- ✓ **GL-style SDE 11+ Mock Exam Session A** (2 ½ hours – spring 2024) is included in the Course fee (GL-style SDE 11+ Mock Exam Sessions B – G can be booked separately on-line)
- ✓ Access to our **weekly pre-recorded video tutorials which have been devised and narrated by Susan Daughtrey M.Ed and cover all of the weekly lesson content** – these video tutorials enable you as a parent to understand what is being taught in the classroom and the teaching methods used; they are also an invaluable resource if your child needs to recap or for revision purposes.
- ✓ **Fully qualified and experienced teachers**
- ✓ **Weekly-set Homework** using **homework resources provided by SDE in an attractive Prep Bag** (included in the Course fee)
- ✓ All test and homework results can be recorded on your child’s **Online Record Table**, providing **comparative data and analytics**

- ✓ **Small groups: A maximum regular group size of 12 students**
- ✓ Classroom Administrative Assistants are employed **so the teacher can focus exclusively on the children**
- ✓ All SDE staff are **carefully vetted**, including an **Enhanced DBS check**

### Optional extras:

- ✓ **10 ½ hour Refresher (Revision) Course at the end of August 2024 (optional extra) (cost: £297 spread over 11 months; £27 per month)**

The classes are held at: **Earley Crescent Resource Centre, Warbler Drive, Earley, RG6 4HD.**

**Group C: Saturday 9.00am to 11.00am**

**Group D: Thursday 4:30pm to 6:30pm**

The Susan Daughtrey Education 11+ Course takes account of all the known requirements of the Kendrick and Slough Consortium 11+ tests making the SDE 11+ Course a very thorough and effective preparation for your child. Many thousands of hours have been spent by Susan (author of the highly successful *Verbal Reasoning Technique and Practice* series of books) writing and refining the Course (including its structure, lesson plans and materials). All of the material Susan has written for SDE's 11+ Courses is currently unpublished and is therefore only available to students attending the Courses.

### Initial Assessments

The Course begins (Weeks 1 and 2) with initial assessments in English, Verbal Reasoning, Maths and Non-Verbal Reasoning. The results of these assessments will be accessed via your secure Parent Login to your online SDE Account and you will be given access to anonymised comparative data so you can see how your child's performance compares to a larger group of SDE Year 5 students.

### Prep Bag and Homework

At the first lesson, your child will be given an attractive Prep Bag containing the first half term of classwork and homework, as well as various published books that are referred to as part of the homework programme. Weekly homework varies depending on the topics taught in class and is supplied to your child half termly in advance in specially printed homework books that are personalised with your child's details. Additional homework is set over the school holidays to maintain continuity and to revise, test and extend the work already completed in class. Your child will be provided with additional published books as part of the Course, in order to further supplement and practise the significant amount of homework that Susan has written. All results are now recorded online in your child's SDE Account, which also gives you access to comparative data for all exercises.

## A Technique-focused Approach to Learning for the 11+

During Weeks 3 – 24 (with the exception of the two 'Mini Mock' Weeks mentioned below), the Course concentrates on *teaching* every aspect of the verbal reasoning, maths and non-verbal reasoning components of the GL Assessment® 11+ tests:

- Your child will be **taught** Susan's **techniques** to help her correctly and speedily approach GL Assessment®-style verbal reasoning questions (including comprehension, cloze, proofreading, shuffled sentences and the '21 types' of verbal reasoning);
- The Maths component involves the **teaching of the entire four-year Key Stage 2 Maths syllabus** (which begins when the child is in Year 3 at school and concludes at the end of Year 6) as well as the application of Key Stage 2 Maths knowledge to 11+ style problem Maths questions; and
- The **techniques for all types of NVR question (including spatial reasoning) are taught** as part of the Course.

### Pre-recorded Video Tutorials

All of the teaching content from the SDE 11+ Course is now available as pre-recorded video tutorials which have been devised and narrated by Susan Daughtrey M.Ed. These are released weekly through the Course and can be accessed via your online SDE Account.

The video tutorials form a full record of the SDE lesson content. As a parent, this allows you to see exactly what was taught in class and the teaching methods used. Any missed lessons that were not attended in person can be caught up using the pre-recorded video tutorials. The video tutorials are also invaluable if your child needs to recap on any of the lesson content and for revision purposes later in the Course.

### Weekly Mini Tests

During Weeks 3 – 24 of the Course (with the exception of the two 'Mini Mock' Weeks mentioned below), progress tests in all subjects are administered in the first 10 – 12 minutes of each class. These 'Mini Tests' test your child's vocabulary (which is set as part of the weekly homework assignment), verbal reasoning and/or maths and in doing so not only provide additional weekly practice in all subjects, but fundamentally, assist the teacher to closely monitor the progress of each student.

### SDE 11+ 'Mini Mocks'

In 2022 two new 'Mini Mock' Sessions were added to the SDE 11+ Course for the first time, extending the Course from 32 Weeks to 34 Weeks.

- **Mini Mock 1** is held following Week 11 of the Course (w/c 22<sup>th</sup> January 2024)
- **Mini Mock 2** is held following Week 17 of the Course (w/c 18<sup>th</sup> March 2024)

The Mini Mocks are designed to:

- 1) provide an early and gentle introduction to formal 11+ style exam testing; and
- 2) help monitor each student's individual progress on the SDE 11+ Course.

The Mini Mock test papers are multiple choice format and we also use audio administration for the first time – both features of the final 11+ exam. However, unlike the 'full' SDE 11+ Mock Exams which commence after Easter of Year 5, the Mini Mock test papers only test the students on the subjects and topics that have already been taught on the SDE 11+ Course up to each Mini Mock week. As such, each Mini Mock also acts as a Progress Test so you can see how your child is developing on the Course. As with the 'full' SDE 11+ Mock Exams (see below), you will receive detailed comparative data and analytics as part of the online feedback (accessed via your secure online SDE Account) after each Mini Mock.

### **GL Assessment® -style 11+ Mock Exams (Exam Hall-based)**

The 'full' SDE 11+ Mock Exams then begin after Easter and are attended in addition to the regular weekly classes. Each 11+ Mock Exam Session is the equivalent of the real 11+ exam day.

All students attending the SDE 11+ Course are invited to attend Session A on Saturday 13<sup>th</sup> April and the cost of this first formal SDE 11+ Mock Exam is included in the standard Course fee.

For those who require further exam practice, GL Assessment-style 11+ Mock Exams Sessions B – G can be booked on-line. Susan Daughtrey Education is a leading provider of 11+ Mock Exam Sessions. We offer seven GL Assessment-style 11+ Mock Exam Sessions (A, B, C, D, E, F and G). These Sessions have been carefully designed to complement your child's 11+ exam preparation. You can find further information about these sessions on our website: [www.sde11plus.com/mock-exams](http://www.sde11plus.com/mock-exams)

Each Mock Exam Session will come with access to our Dynamic Video Tuition service. With Dynamic Video Tuition, for each question your child answers incorrectly on the Mock Exam tests, you will be provided with:

- 1) Your ***child's actual wrong answer option for the question;***
- 2) A ***link to a video tutorial***, which can be streamed from home, which includes the following:
  - a. The ***test question number, actual test question*** and ***multiple-choice answer options*** that appeared on the actual question paper;
  - b. Where relevant (e.g for VR questions), an ***explanation of the technique or method that Susan Daughtrey M.Ed recommends your child uses to answer the question, devised and narrated by Susan Daughtrey M.Ed;***

- c. Where relevant (e.g for Maths questions), **working out is shown on screen in a step-by-step fashion**, with Susan Daughtrey M.Ed talking your child through the process he/she should have followed to answer the question correctly; and
- d. Finally, the **correct answer is shown on screen**.

You can pause, rewind and re-watch the video tutorials as many times as you like during the review period, which for SDE Course customers is the period between the relevant SDE 11+ Mock Exam Session and the real 11+ tests in September.

Dynamic Video Tuition has been devised with the specific objectives of giving your child the opportunity to:

- 1) **learn from their mistakes**; and
- 2) **improve future exam performance**.

This is a unique and innovative resource, which **responds to your child's individual learning requirements** by identifying only the questions your child answered incorrectly on the test papers and addressing those wrongly answered questions through the deployment of a video tutorial.

### **GL Assessment®-style 11+ Practice Tests (In Class)**

During the summer term (Weeks 25 to 30) and in the lead up to the 11+, practice GL Assessment®-style 11+ tests take place in class under examination conditions in order to revise, in a structured fashion, all the topics taught on the Course, to familiarise the students with the format of the paper (as far as possible) and the procedure of the day, and to continue the continuous assessment of the students.

These 11+ practice tests have all been written by Susan and are separate to the SDE 11+ Mock Exam test papers. Each 'class-based test-paper experience' will culminate in a review and discussion of the questions that appeared on the test paper to ensure the children benefit from a full explanation of the correct procedure/technique of answering the questions, and to equip the children to attempt a similar question more successfully in the future.

As the lessons focus on reviewing the most difficult areas of the test papers, there is often not time in class to review every question that appeared on the practice test. To address this 'gap' and give every child a full explanation for every question they individually answered incorrectly on the test, the four test papers used as part the Course are now supported by **Susan Daughtrey 11+ Dynamic Video Tuition®**. We have created a separate video tutorial for each question on the test papers which parents and students can access from home, via their secure online SDE Account. Each video contains:

- The test question and multiple-choice answer options that appear on the question paper;

- Where relevant (e.g for VR questions), an explanation of the technique or method that Susan Daughtrey recommends your child uses to answer the question, devised and narrated by Susan Daughtrey, and which is consistent with the technique taught on the Course;
- Where relevant (e.g for Maths questions), working out is shown on screen in a step-by-step fashion, with Susan Daughtrey explaining the process she recommends your child should follow to answer the question correctly; and
- Finally, the correct answer is shown on screen.

It is recommended that parents and children watch the video tutorials for the questions the child answered incorrectly, as an additional item of homework, to help reinforce the classroom learning and to ensure your child learns from her/his mistakes.

## Summer Holiday Homework

Your child will be set summer holiday homework to continue, through the school summer holidays, the practice and familiarisation of all the subjects your child has learned. The final lessons will take place just a few days before the actual 11+ tests.

## The Role of Parents

The Course is rigorous, demands a lot of work and dedication on the part of your child and requires a very determined and positive attitude. If your child has these attributes, most parents tell us that their children thoroughly enjoy the lessons, improve enormously at school generally, make many new, good friends and develop a very strong sense of how to study and what is required to learn and achieve.

We encourage parents to play a major and active role in their child's studying and we see you as an important contributor to this process. You are an integral and important part of your child's exam preparation and performance on this Course.

Parents are asked to oversee the completion of the homework and to mark it using the answers provided in each weekly 'Parent Homework Pack'. Scores are then recorded by the parent on a paper Record Table and can also be recorded on the Online Record Table within your SDE Account, providing you with access to comparative data.

Parents are asked to bring any homework problems to the attention of the teacher, so these can be addressed as part of the homework review which takes place at the beginning of each lesson.

## Course Objective

*The objective of all SDE Courses is quite explicit - to offer a first-class quality Course where every effort is made to address the student's weaknesses, to maximise their examination performance and to extend each*

student to their fullest potential so the child has the best possible chance of success in the 11+. Everybody who works at Susan Daughtrey Education is striving for excellence and every possible effort is made to achieve it.

The Course is designed for a child who will benefit from lots of teacher contact, support and reinforcement and who will more ably cope with the subjects when spread over a longer period of time.

### Optional Extra

#### *Refresher Course*

The Refresher Course comprises of 10 ½ hours of intensive revision sessions spread over three days in August 2024 on **Wednesday 21<sup>st</sup>, Thursday 22<sup>nd</sup> and Friday 23<sup>rd</sup> August**. Only students who have attended the SDE 11+ Course are admitted to the Refresher Course. ***The cost of the Refresher Course is an additional £297 if booked at Registration.***

***\*Parents targeting the highly selective Kendrick School are strongly advised to book the Refresher Course.***

### Cost

The total cost of the SDE 11+ Course, to include the cost of all tuition, the four assessments, 2 Mini Mock Sessions, SDE 11+ Mock Exam Session A, the Prep Bag of books and resources provided as part of the homework programme and online learning resources results recording, is £2,880. The cost of the Course is payable in instalments as follows:

The total cost of the SDE 11+ Course is £2,880, plus any optional extras that you wish to add to your booking.

Date	SDE 11+ Course fee	10 ½ hour Refresher Course (optional extra)
At Registration	£185	-
11 monthly payments from 1 <sup>st</sup> October 2023 until 1 <sup>st</sup> August 2024	£245	£27
<b>TOTAL:</b>	<b>£2,880</b>	<b>£297</b>

The Course fees are payable by way of an initial deposit of £185 followed by 11 monthly payments of £245 beginning on 1<sup>st</sup> October 2023 and ending on 1<sup>st</sup> August 2024.

## Registration

For your convenience, registration for the SDE 11+ Course can be made online via the SDE website. If you are reading this document on-screen, please click the link below or otherwise type the following address into your web browser:

[www.sde11plus.com/registration/](http://www.sde11plus.com/registration/)

To register, please follow the simple two step procedure:

**Step 1 – please fill in your details on the online Registration Form**

**Step 2 – please set up the online Direct Debit instruction**

We hope you have found all the information contained in this Prospectus helpful. However, if you have any queries about any detail of it, please email [fwyeth@sde11plus.com](mailto:fwyeth@sde11plus.com) or call 0118 9291631 and I will be pleased to help.

I look forward to hearing from you.

**Fiona Wyeth**

Fiona Wyeth B.Ed (Hons)  
**SDE (Earley) LLP**



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### Dates for your Diary

Week	Thursday Group D 4.30 – 6.30	Saturday Group C 9am – 11am
1	12 <sup>th</sup> Oct	14 <sup>th</sup> Oct
2	19 <sup>th</sup> Oct	21 <sup>st</sup> Oct
<b>SDE OCTOBER HALF TERM</b>		
3	2 <sup>nd</sup> Nov	4 <sup>th</sup> Nov
4	9 <sup>th</sup> Nov	11 <sup>th</sup> Nov
5	16 <sup>th</sup> Nov	18 <sup>th</sup> Nov
6	23 <sup>rd</sup> Nov	25 <sup>th</sup> Nov
7	30 <sup>th</sup> Nov	2 <sup>nd</sup> Dec
8	7 <sup>th</sup> Dec	9 <sup>th</sup> Dec
9	14 <sup>th</sup> Dec	16 <sup>th</sup> Dec
<b>SDE CHRISTMAS HOLIDAY</b>		
10	11 <sup>th</sup> Jan 2024	13 <sup>th</sup> Jan 2024
11	18 <sup>th</sup> Jan	20 <sup>th</sup> Jan
Mini-mock 1	25 <sup>th</sup> Jan	27 <sup>th</sup> Jan
12	1 <sup>st</sup> Feb	3 <sup>rd</sup> Feb
13	8 <sup>th</sup> Feb	10 <sup>th</sup> Feb
<b>SDE FEBRUARY HALF TERM</b>		
14	22 <sup>nd</sup> Feb	24 <sup>th</sup> Feb
15	29 <sup>th</sup> Feb	2 <sup>nd</sup> March
16	7 <sup>th</sup> Mar	9 <sup>th</sup> Mar
17	14 <sup>th</sup> Mar	16 <sup>th</sup> Mar
Mini-mock 2	21 <sup>st</sup> Mar	23 <sup>rd</sup> Mar
<b>SDE EASTER HOLIDAY</b>		
<b>Saturday 13<sup>th</sup> April Mock A</b>		
18	18 <sup>th</sup> Apr	20 <sup>th</sup> Apr
19	25 <sup>th</sup> Apr	27 <sup>th</sup> Apr
20	2 <sup>nd</sup> May	4 <sup>th</sup> May
21	9 <sup>th</sup> May	11 <sup>th</sup> May
22	16 <sup>th</sup> May	18 <sup>th</sup> May
23	23 <sup>rd</sup> May	25 <sup>th</sup> May
<b>SDE MAY HALF TERM</b>		
24	6 <sup>th</sup> Jun	8 <sup>th</sup> Jun
25	13 <sup>th</sup> Jun	15 <sup>th</sup> Jun
26	20 <sup>th</sup> Jun	22 <sup>nd</sup> Jun
27	27 <sup>th</sup> Jun	29 <sup>th</sup> Jun
28	4 <sup>th</sup> Jul	6 <sup>th</sup> Jul
29	11 <sup>th</sup> Jul	13 <sup>th</sup> Jul
30	18 <sup>th</sup> Jul	20 <sup>th</sup> Jul
<b>SDE SUMMER HOLIDAY</b>		
31	29 <sup>th</sup> Aug	31 <sup>st</sup> Aug
32	5 <sup>th</sup> Sep	7 <sup>th</sup> Sep

## OBJECTIVES

“The primary objective of the Course is to offer a first-class quality Course where every effort is made to address the student’s weaknesses, to maximise his/her examination performance and to extend each student to his/her fullest potential so the child has the best possible chance of success in the 11+.”

In order to create the best learning environment for each pupil, all reasonable efforts will be made to achieve the following objectives:

- That each pupil is able to learn in a safe environment;
- That each pupil’s progress or ability to learn and improve his/her performance is enhanced by a focused learning environment, free from distractions and not impeded by the poor conduct or behaviour of other children in the class; and
- That each pupil shows courtesy and respect to the teacher of the class, the other children in the class and any other persons he or she comes into contact with on the course and/or while at the course venue.

## 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 course and whose name appears on the Registration Form;
- “Client” means the parent or guardian of a Child registered to attend an SDE course whose name appears on the Registration Form; and
- “SDE” means SDE (Earley) LLP, a limited liability partnership incorporated in England with registration no. OC399967.

### 2. Parties etc.

- 2.1. This agreement is between the Client and SDE. Neither the Client nor the Child has any direct or indirect contractual or other relationship with any other person or entity other than SDE.
- 2.2. This agreement supersedes and replaces any previous agreement(s) between the Client and SDE.
- 2.3. SDE (Earley) LLP is an independently owned and operated franchise of Susan Daughtrey Education.

### 3. Safety

- 3.1. The Client shall, prior to the commencement of the course and at regular intervals during the continuation of the course, emphasise to the Child the importance of remaining under the supervision of the teacher at all times during class and while at the course venue. The Child should be instructed not to leave the course venue under any circumstances unless accompanied by the Client or the person nominated by the Client to deliver and collect the Child from the course venue.
- 3.2. 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 course venue on the relevant course date personally:
  - 3.2.1. delivers the Child to the custody of the teacher in charge of the Child’s course; and

3.2.2. collects the Child from the teacher in charge of the Child's course.

#### 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 the child develops a medical condition (including any allergies) while attending an SDE course, the Client shall inform SDE in writing in advance of the lesson so that an assessment of the needs of the Child can be made.
- 4.3. The Client shall ensure that any medication or treatment that the Child is receiving (either at the time of registration on the course or during the continuation of the course) is brought to the attention of:
  - 4.3.1. prior to registration, or at such time during the course as the medication or treatment commences, to SDE by notice in writing;
  - 4.3.2. at the commencement of each lesson, to the teacher of the class.
- 4.4. SDE and its teachers are not trained or insured to administer medications and, accordingly, are unable to administer medications to children attending SDE courses. If required, the Client shall administer the medications having first advised SDE of the circumstances.
- 4.5. SDE reserves the right at any time and without further notice to the Client to refuse to administer medication or treatment. Such refusal to administer medication shall extend, without limitation, to a decision, to be made by the teacher or relevant SDE employee, consultant or agent who may need to make such a decision following the development of a medical condition or emergency situation while the Child is in the custody of SDE. In such circumstances the teacher or relevant SDE employee, consultant or agent may contact the emergency services and/or the Client if they consider it appropriate to do so.
- 4.6. 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.
- 4.7. The client agrees not to bring their child to class for a period of at least 14 days after they have developed any symptom or symptoms which could be indicative of Covid-19.

#### 5. Payment

All course fees are to be paid on the date(s) set out in the Registration Form and, in the event that the Client fails to make payment on the due date(s), the Child shall not be entitled to attend the course and SDE reserve the right to cancel the Child's place and to allocate the Child's place to another pupil without further notice. Cancellation in such circumstances is without prejudice to the other remedies SDE may have against the Client in respect of such non-payment.

#### 6. Withdrawal / Cancellation / Curtailment / Non-attendance

- 6.1. If you wish to cancel the Child's place on the Course at any time, including before the Course has started, you may do so by notifying SDE in writing by email to [fwyeth@sde11plus.com](mailto:fwyeth@sde11plus.com). You will not be liable for any direct debit instalments due after the date of notification of withdrawal, however you will not receive a refund of any payments made or due prior to or on the date of withdrawal. Once you have withdrawn your child from the Course, your child is not entitled to attend any further lessons. You are not required to return any homework materials (such as the Prep Bag) supplied to your child prior to the date of withdrawal.
- 6.2. The Client is assured that SDE will use its reasonable endeavours to deliver the course on the date(s) and time(s) set out in the Prospectus. However, there may be exceptional circumstances in which it is necessary for SDE to cancel the course, for example, where a teacher becomes unwell and is unable to deliver the course or a course venue is, for some reason, no longer available. In the extremely unlikely event that a course is cancelled part way through its delivery, SDE will refund a pro rata amount of the course fee to take account of the part of the course which is not delivered and the Client's entitlement to such a pro rata refund will be its sole remedy against SDE in these circumstances.
- 6.3. Without prejudice to and notwithstanding clause 7.1, at any time on or prior to the date on which the first lesson of a course is to be delivered, SDE reserves the right to cancel:

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- 6.3.1. the course;
- 6.3.2. the Child's place on the course; or
- 6.3.3. to elect not to deliver the course (for whatever reason)

and, in such circumstances, the Client's only remedy against SDE shall be to a refund of the payment(s) he or she has already made to SDE for such course.

- 6.4. SDE reserves the right to remove a Child from one or more classes (or, where appropriate, the remainder of the course) in the event that the Child's conduct or behaviour is, in the opinion of SDE, such that it:
  - 6.4.1. prevents or inhibits (or is likely to prevent or inhibit) SDE from meeting the objectives (stated above these Terms and Conditions) for the benefit of all pupils on the Child's course; or
  - 6.4.2. interferes (or is likely to interfere) with the proper management of the class by the teacher having regard, in particular, to the health and safety of all pupils, the teacher and any other persons who are (or may be) present at the course venue.

For the purposes of this clause 7.3, SDE's decision as to what constitutes behaviour or conduct which has the effect(s) (or is likely to have the effect(s)) set out above shall be final and binding on the parties.

- 6.5. In the event that a Child is for any reason unable to attend a class, application may be made in writing to SDE to arrange an alternative date in another class to be provided by SDE (if any). SDE shall make reasonable efforts to accommodate the child but accommodation shall at all times be subject to availability (including, for the avoidance of doubt, sufficient space, in the opinion of SDE, for the Child to attend in addition to the pupils already scheduled to attend such class). In the event that no alternative class is available, or if the Child is unable to attend an alternative class offered to the Client by SDE, SDE shall, on request, indicate the work the Child should complete at home (where possible). For safety and logistical reasons, no Child shall be admitted to an alternative class where prior arrangement has not been made with SDE by following the procedures set out in this clause 7.4.

## 7. Customer satisfaction

- 7.1. In the unlikely event that you are not happy with the services provided by SDE, in the first instance please raise your concerns with the course teacher at the first available opportunity.
- 7.2. In the event that having raised your concerns with the course teacher the matter has not been resolved to your satisfaction, please contact Susan Daughtrey Education's head office by email to the following email address providing as much information as possible about your circumstances [jdaughtrey@sde11plus.com](mailto:jdaughtrey@sde11plus.com). Every effort will be made to ensure that your concerns are properly dealt with.

## 8. Intellectual Property

- 8.1. It is hereby acknowledged by the Client that SDE has certain valuable intellectual property rights including, without limitation, copyright, trademarks, trade names and trade secrets (e.g. techniques) with respect to the provision of its courses and other services which are provided by SDE (together "Intellectual Property").
- 8.2. All Intellectual Property provided to the Client and/or Child (howsoever supplied, including without limitation, in hard or electronic form):
  - 8.2.1. shall remain the sole and exclusive property of SDE and no right, title or interest in such Intellectual Property shall transfer to the Client and/or Child under these Terms and Conditions (or otherwise) and no right is given to duplicate or transmit (by electronic means or otherwise) such Intellectual Property (in part or in whole) and no right is hereby or shall be given or implied unless and until stated by SDE in writing; and
  - 8.2.2. shall remain the confidential information of SDE and must not be disclosed, transferred or provided to (whether to review, retain or take copies of) any other person without the prior written consent of SDE.

## 9. Personal data

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

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9.1.1. provide the tuition services; and

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

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

## 10. Exclusion and Limitation of Liability

10.1. Without prejudice to clause 11.2, 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 course fees paid by the Client to SDE for the SDE course(s) the Child is registered to attend.

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

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

10.2.2. any liability which cannot be excluded by law.

10.3. These Terms and Conditions set forth the full extent of SDE's obligations and liabilities in respect of the course and/or other services provided by SDE including as to its quality, the chances of a Child's success in the examinations (which, for the avoidance of doubt, is not guaranteed by SDE). Any other condition, warranty, or other term concerning the course or other services to be provided by SDE which might otherwise be implied in or incorporated within these Terms and Conditions, whether by statute, common law or otherwise, is hereby expressly excluded.

10.4. The performance of any Child in the actual 11+ examination is ultimately the sole responsibility of the Child and SDE shall not be responsible or liable for:

10.4.1. a Child failing the exam(s) or not performing in the exam(s) as expected by the Client and/or Child; or

10.4.2. without prejudice to the generality of the foregoing provisions of this clause 11.4, any indirect or consequential loss or damage (whether relating to the circumstances provided for by clause 11.4.1 or otherwise).

## 11. Novation

Client agrees that SDE may transfer the benefit and burden of this contract to another entity trading under the 'SDE' and 'Susan Daughtrey Education' names. If this happens, SDE will write to the Client informing the Client of the change.

## 12. 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.

## 13. General

13.1. Any notice to SDE shall be in writing and directed to SDE (Earley) LLP at [fwyeth@sde11plus.com](mailto:fwyeth@sde11plus.com).

13.2. Any notice to the Client shall be sent to the address of the Client on the Registration Form or as notified to SDE from time to time.