

## Terms & Conditions

Date: 15/08/2016

### 1. Interpretation

#### 1.1

The definitions and rules of interpretation in this condition apply in these terms and conditions (Conditions). Acknowledgment: the acknowledgment issued by the Company as referred to in condition 2.2(a). Centre: the centre at which the Services will be provided, as referred to in the Acknowledgment or notified pursuant to condition 3.3, including where relevant, the entire site and grounds on which the Centre is located.

Company: Justin Craig Education Limited of Tyttenhanger House, Coursers Road, St Albans, Herts, AL4 0PG. Registered in England No. 1895361. VAT No. 927 3509 13. (J.C.E.)

Contract: the Customer's booking form, the Acknowledgment and the Partnership Agreement.

Course: the course (consisting of one or more courses of tuition) referred to in the Acknowledgment to be provided by the Company as part of the Services.

Customer: the person purchasing the Services from the Company under the Contract.

Partnership Agreement: An agreement accepted by the Customer and the Student by booking and attending a Justin Craig Course.

Representative: the Company's representative or representatives on the Course and/or at the Centre.

Services: the Course and where relevant residential accommodation, to be provided by the Company under the Contract, as confirmed in the Acknowledgment, together with any other services which the Company provides, or agrees to provide.

Student: the individual referred to in the Acknowledgment as attending the Course.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

Working Day: a day which is not a Saturday or a Sunday or a public holiday in England.

#### 1.2

Headings in these Conditions will not affect their interpretation.

#### 1.3

Words in the singular include the plural (and vice versa), and a reference to one gender includes a reference to the other genders.

#### 1.4

Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done. Any obligation in the Contract on the Customer will include, without limitation and where relevant, an obligation on the Customer to ensure that the Student also complies with that obligation.

## 1.5

References to conditions are to the conditions of the Contract.

## 2 Application of conditions and cancellation of Contract

### 2.1

These Conditions will:

- (a) apply to and be incorporated into the Contract; and
- (b) prevail (where relevant, to the fullest extent permissible by law) over any inconsistent terms or conditions contained, or referred to, in any other document supplied by the Customer, or implied by law, trade custom, practice or course of dealing.

### 2.2

The Customer's booking form constitutes an offer by the Customer to purchase the Services specified in it on these Conditions. No offer placed by the Customer will be accepted by the Company other than; by a written acknowledgement issued and executed by the Company; or (if earlier) by the Company starting to provide the Services, when a contract for the supply and purchase of the Services on these Conditions will be established.

### 2.3

After the Company has issued an Acknowledgment, the Customer should carefully check that the details in the Acknowledgment are correct and accurately record the Services that the Customer wants to purchase. It is the Customer's responsibility to contact the Company should the automated Booking Confirmation not be received within 24 hours of Booking Date (date of initial payment) or should any details be inaccurate. The Company accepts no liability for losses of any kind incurred as a result of inaccuracy of information or communications not received.

### 2.4

After the booking has been made, the Customer will have the right to, either (i) propose a change to the Services referred to in the automated Acknowledgment, or, to (ii) cancel the Contract, by notifying the Company, within 10 Working Days of Booking Date (applicable up to 28 days before course commencement). Non-receipt of the automated confirmation does not constitute a delay in Booking Date and therefore extension to cancellation period. For two, three, four and five day courses only, one change to the subject, course date or location, may be made up to 28 days before course commencement, within the same academic (school) year, subject to availability. Additional changes to the subject, course date or location will incur an administrative charge of £50 per change. Changes to one day courses will incur an administrative charge of £50 per change. Changes can not be made within 28 days of course commencement.

## 2.5

Any proposal to change the Services referred to in the Acknowledgment will constitute a new offer in accordance with condition 2.2 above, and will be subject to acceptance by the Company in accordance with that condition.

If the Customer fails to notify the Company within the relevant period referred to in condition 2.4 above, the Customer will be deemed to have accepted the terms of the Contract as referred to in the Acceptance, and any further alterations to the terms of the Contract (whether relating to the Course to be undertaken and/or the dates of the Course and/or the Centre where the Course is to be taken) can only be made with the Company's written consent.

## 2.6

If the Customer cancels the Contract within the relevant period referred to in condition 2.4 above, any amounts already paid by the Customer, in cleared funds, under the Contract will be refunded to them. If the Customer fails to cancel the Contract within the relevant period referred to in condition 2.4 above, the Customer will have no further right to cancel the Contract, will remain liable to pay any outstanding amounts owing under the Contract, and no sums already paid under the Contract will be refunded by the Company. This condition will apply even if the Student is subsequently unable to attend the Course, whether as a result of injury, illness or otherwise.

## 2.7

Whilst J.C.E. endeavour to ensure all classes will run, as originally planned, if demand is low J.C.E. reserves the right to cancel a class and reimburse the customer in full. For the avoidance of doubt, this will typically mean all standard tutorial classes with three or more students will proceed.

## 3 Changes to the Course details, class sizes and mixes and individual tuition

### 3.1

The details of the Course booked (including the date or dates of the Course and the Centre at which it is to be held) will be as referred to in the Acknowledgement. Unless changes to these details have been accepted by the Company in accordance with condition 2.4, none of these details can be changed without the Company's prior written consent.

## 4 Changes to the Course booked

### 4.1

The Company reserves the right from time to time to make reasonable changes to the Course booked. If this becomes necessary, the Company will give the Customer as much notice as possible of such changes.

## 5 Changes to Centre

The Company reserves the right from time to time to change the Centre where the Course (booked or otherwise) is to take place, by substituting it with another Centre, located within a reasonable

distance of the original Centre. If this becomes necessary, the Company will give the Customer as much notice as possible.

#### 5.1

Unless the Company has agreed in advance in writing, only the Student referred to in the Acknowledgment will be permitted to attend the Course, and the right to attend the Course may not be transferred or assigned to any other person.

#### 5.2

Whilst the Company will always use its reasonable endeavours to place the Student in a class containing students of a similar level and ability, there will be occasions when classes contain students of mixed levels and abilities, however this will be in accordance with the Company's overall aim of devoting a reasonable amount of time to each student in the class so that each student benefits from the class.

#### 5.3

In accordance with the Company's aim to teach on a "topic" or "exam board" basis, classes will sometimes contain students preparing for exams set by more than one exam board and the Company fully reserves the right to organise classes on this basis.

#### 5.4

For the avoidance of any doubt, the Services do not entitle the Student to personal tuition, but to attend a Course, which will take place within a class of students, which will include the Student. Whilst the Company will request the class tutor to use his reasonable endeavours to devote a reasonable amount of time to each student in the class, given the nature of teaching and the fact that different students are likely to have different levels of knowledge, the Company will not be responsible for, nor liable to, the Customer and/or the Student, should the class tutor be unable to devote an equal amount of time to each student.

### 6 Provision of the Services

#### 6.1

The Company will use reasonable endeavours to provide the Services, engaging such sub contractors to provide the Services on its behalf, as it from time to time thinks fit.

#### 6.2

The company does not take responsibility for missed course attendance by students due to unreliable transport, poor weather or any other conditions which may affect a student's travel.

During the course, each Course Director will keep abreast of current weather conditions, the forecast and have an understanding of associated risks. Whilst it is the individual student's prerogative to leave early, ultimately the company will decide on the appropriate course of action.

If a tutor fails to attend the course entirely, the company will use reasonable endeavours to provide a suitable and timely alternative group tutoring solution. If this isn't possible a credit note to allow the student to attend a further course will be issued. If the student is about to complete their A Level course, the company will reimburse the full cost of the course.

### 6.3

Any issue or query that the Customer and/or the Student has at any stage during a Course, with any aspect of the Course, should be brought at the earliest possible opportunity, and within 24 hours, to the attention of the Course tutor and/or the Course Director (or, having exhausted such options, to the Company's office) to give them an opportunity to find a suitable resolution. No action can be taken in respect of any matter which is not notified to the Tutor, Course Director or Head Office whilst the Course is in action. As such, the Company will be unable to address, and will not be liable or responsible in respect of, any such matter.

### 6.4

Given the nature of the Services and the numerous factors and variables involved, including without limitation, the Student's level of ability when attending the Course, for the avoidance of any doubt, the Company gives no guarantee, warranty, assurance or undertaking and makes no representation or otherwise, that following the provision of the Services and/or the Student's attendance on any Course, the Student will have any particular level of knowledge, or pass, or achieve any particular grade or mark in, any examination or test, or attain any particular level of achievement, or otherwise.

## 7 Medical conditions, disabilities, allergies, catering arrangements and outside food brought in

### 7.1 Medical conditions and disabilities

The Customer must disclose in the booking form (in sufficient detail for the Company to be able to reasonably understand the nature and extent of the same) details of any medical condition or disability suffered by the Student and/or any medication being taken by the Student, and in particular any medical condition or disability which will or may affect the Student, and/or medication being taken by the Student, while attending the Course and/or at the Centre. The Company will not be responsible for, and/or liable to, the Customer and/or the Student, in respect of any such matter which has not been properly disclosed to the Company.

The Company's staff do not have specific medical training and the Company does not provide a medical service or facilities at any of the Centre. Centres may not be equipped or have facilities, for disabled students. Details of a Student's disability must be drawn to the Company's attention at the time of booking (as referred to in condition 5.1) and the Company will confirm whether it has the facilities to accept and/or accommodate the Student at the relevant Centre. The Company cannot administer, dispense or store any medication at any time, at the Centre, and/or assist the Student with any of the foregoing. Any such matters must be discussed with the Company at the time that the booking is made at which time the Company will confirm what special arrangements, if any, it is able to make, to try and accommodate the relevant matter, without being obliged to make any such special arrangements. The Company will make no special arrangements unless it confirms in writing that it will do so.

## 7.2 Allergies

The Customer must disclose in the booking form (in sufficient detail for the Company to be able to reasonably understand the nature and extent of the same) details of any allergies and/or reactions suffered by the Student, including, without limitation, severe food allergies and/or reactions, and in particular any allergies and/or reactions which will or may affect the Student's attendance on the Course and/or at the Centre, supported by a suitable Doctors Note or Medical Notes. The Company will not be responsible for, and/or liable to, the Customer and/or the Student, in respect of any such matter which has not been properly disclosed to the Company. Any such matters must be discussed with the Company at the time that the booking is made at which time the Company will confirm what special arrangements, if any, it is able to make, to try and accommodate the relevant matter, without being obliged to make any such arrangements. The Company will make no special arrangements unless it confirms in writing that it will do so.

## 7.3 Catering Arrangements

Where lunch or dinner is provided as part of the Services, lunch and dinner will normally comprise of a minimum of two courses and will normally include hot and cold meals and a vegetarian option, however, unless otherwise agreed by it in writing, the Company gives no guarantee, assurance, undertaking or otherwise, that any particular food, or meal and/or selection of food or meals, will be provided; and/or that any food or meal provided at the Centre will or will not contain any particular substance or ingredient, including nuts or nut trace.

## 7.4 Other food or substances

Given the nature of the Services, and in particular the fact that a number of students attend courses and that it is not possible for the Company to exercise complete control and supervision of such students all of the time, and in particular to control and supervise food and drink that they bring into the Centre, the Company will not be responsible for and/or liable to the Customer and/or the Student in respect of, any substance, food, drink, ingredient, or otherwise, eaten or ingested by, and/or offered to, the Student while on the Course and/or at the Centre, whether as a result of an allergic reaction in the Student, or otherwise.

## 8 Customer's obligations

### 8.1

The Customer irrevocably acknowledges that given the nature of the Services, whilst attending a Course and/or whilst at the Centre, the Student will be under the supervision and control of the Representative. As such, the Customer will ensure that the Student will, at all times, promptly co-operate with the Company and the Representative from time to time in all matters relating to the Services; and promptly follow the instructions of the Representative from time to time, including without limitation, as to conduct, behaviour, punctuality, in the case of attendance at a residential Centre, bed times, or otherwise.

### 8.2

Without limitation to condition 8.1 above, the Customer will ensure that the Student will at all times:

- (a) be punctual, including without limitation, punctually attend all classes;
- (b) switch off and refrain from using during any class, any mobile phone, listening device, electronic game, or any other or similar device, and/or any device that causes, or in the Representative's opinion is likely to cause, disturbance to any other person or the student themselves;
- (c) refrain from using bad language and/or engaging in disruptive or abusive behaviour; and/or any behaviour which in the Representative's opinion is likely to cause irritation or offence to, or to disturb, the Representative or any other person at the Centre, or which in the Representative's opinion, is unacceptable, or otherwise contrary to, or incompatible with, learning, discipline, or good order;
- (d) refrain from breaking or taking any item or thing, including but not limited to fixtures and fittings, from the Centre whether belonging to the Centre, the Company or any other person;
- (e) refrain from bringing alcohol, drugs or cigarettes into the Centre or smoking in the Centre. Those who do smoke must do so clear of the premises so that there is no association with the centre whatsoever.
- (f) refrain from bringing food into any class or, in the case of attendance at a residential Centre, into any dormitory;
- (g) refrain from engaging in any sexual activity;
- (h) in the case of attendance at a residential Centre, refrain at any time from entering a bedroom containing members of the opposite gender;
- (i) in the case of attendance at a residential Centre, refrain from taking any motor vehicle out of the Centre after 6pm;
- (j) in the case of attendance at a residential Centre, be silent after lights out;
- (k) in the case of an Student on a GCSE Course, be in bed before 10.30pm (with lights out by 11pm); and
- (l) in the case of an Student on an AS or A2 Course, be in bed before 11.30 pm (with lights out at midnight).

### 8.3

Conditions 8.1 and 8.2 above will be strictly enforced. The Representative's decision as to what constitutes unacceptable behaviour, and/or as to whether or not there has been a breach of conditions 8.1 and/or 8.2 above, will be entirely within the Representative's discretion, will be final and not subject to discussion or further review.

### 8.4

The Company will not be responsible for, or liable to the Customer and/or the Student in respect of the behaviour, conduct, act or omission of any other Student on the Course and/or by any person at the Centre.

### 8.5

If the Company's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer and/or the Student, the Company will not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

## 8.6

The Customer will be liable to pay to the Company, on demand, all reasonable costs, charges or losses sustained or incurred by the Company (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's negligence, failure to perform or delay in the performance of any of its obligations under the Contract (including without limitation any breach of conditions 8.1 or 8.2, subject to the Company confirming such costs, charges and losses to the Customer in writing.

## 8.7

Without limitation to condition 8.6, the Customer will be liable to pay to the Company, on demand, all reasonable costs sustained or incurred by the Company arising directly or indirectly from the Student's breaking or taking any item (including fixtures and fittings) from the Centre, subject to the Company confirming such costs to the Customer in writing.

## 9 Charges and payment

### 9.1

In consideration of the provision of the Services, the Customer will pay the charges, using the payment option referred to in the Acknowledgment. Payment must be made strictly in accordance with the terms set out in the Acknowledgment. Unless stated otherwise, all charges will be exclusive of VAT. All payments must be made in Pounds Sterling.

### 9.2

Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Company on the due date, the Company may: charge interest on such sum from the due date for payment at the annual rate of 10% above the base lending rate from time to time of HSBC Plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Customer will pay the interest immediately on demand; and suspend all Services until payment has been made in full.

### 9.3

Time for payment will be of the essence of the Contract.

### 9.4

All sums payable to the Company under the Contract will become due immediately on its termination, despite any other provision. This condition 9.4 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

### 9.5

The Company may, without prejudice to any other rights it may have, set off any liability of the Customer to the Company against any liability of the Company to the Customer.



## 9.6

Prices on our website include VAT and are correct at time of publishing. Savings can be made when booking multiple courses within 14 days. This reduction is only applicable to individual students and their siblings and we reserve the right to ask for proof of identity.

## 10 The Student's property

### 10.1

The Company recommends that the Student does not bring valuables to the Centre. It is the Student's sole responsibility to take care of all of their personal possessions, property and valuables. The Company will not be responsible for and/or liable to the Customer and/or the Student for any personal possessions, property or valuables of the Customer and/or the Student which are lost or stolen while on the Course and/or at the Centre.

## 11 The Company's property

### 11.1

All materials, equipment and papers, supplied by or on behalf of the Company to the Customer and/or to the Student will, at all times, unless the Company confirms otherwise, be and remain the exclusive property of the Company, but will be kept safely by the Customer and/or Student until returned to the Company, and will not be disposed of nor used other than in accordance with the Company's instructions or authorisation.

## 12 Limitation of liability

### 12.1

This condition 12 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:

- (a) any breach of the Contract;
- (b) any use made by the Customer and/or the Student of the Services, or any part of them; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

### 12.2

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract, provided that nothing in the Contract will affect, or is intended to affect, the Customer's statutory rights.

### 12.3

Nothing in these Conditions limits or excludes the liability of the Company:

- (a) for death or personal injury resulting from negligence; or
- (b) for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Company; or
- (c) for any liability incurred by the Customer as a result of any breach by the Company of any term implied by law which it is not permissible to exclude.

#### 12.4

Subject to condition 12.2 and condition 12.3:

- (a) the Company will not be liable for:
  - (i) loss ; or
  - (ii) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- (b) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or intended performance, of the Contract will be limited to the price paid for the Services.

### 13 Termination

#### 13.1

Without prejudice to any other rights or remedies which the Company may have, the Company may terminate the Contract without liability to the Customer immediately on giving notice to the Customer, if:

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or
- (b) the Customer commits a material breach of any of the terms of the Contract. For the purpose of this condition (b) any breach of conditions 6.1 or 6.2 will be deemed a material breach.

#### 13.2

Whilst JCE will use all reasonable endeavours to ensure courses take place, if only one student enrolls on a course then JCE reserves the right to cancel it. Alternatively if two students enrol (on a course) then JCE reserves the right to maintain the price but reduce the course to 12 hours or, if only one student chooses to proceed, cancel the course in its entirety. In both cases students may choose an alternative course or request a refund.

#### 13.3

On termination of the Contract for any reason:

- (a) the Company will immediately cease to provide the Services, including without limitation any Course tuition and/or residential accommodation and/or food;
- (b) if the Student is at such time at a Centre, the Student will immediately leave the Centre and where necessary the Customer will make arrangements to immediately collect the Student from the Centre,
- (c) the Customer will immediately pay to the Company all of the Company's outstanding charges

together, where applicable, with interest; and

(d) the accrued rights and liabilities of the Company as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, will not be affected.

## 14 Force majeure

### 14.1

The Company will have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation), strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of the Company's, employees, agents or subcontractors.

## 15 Variation

### 15.1

The Company may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.

### 15.2

Save as otherwise provided, no variation of the Contract or these Conditions or of any of the documents referred to in them will be valid unless it is in writing and signed by or on behalf of each of the parties.

## 16 Waiver

### 16.1

A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by the Company in exercising any right or remedy under the Contract or by law will constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy will preclude or restrict the further exercise of that (or any other) right or remedy.

### 16.2

Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

## 17 Severance

### 17.1

If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract will not be affected.

## 18 Entire agreement

### 18.1

The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

### 18.2

The Customer acknowledges that, in entering into the Contract, they have not relied on, and will have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract), as expressly provided in the Contract.

### 18.3

Nothing in this condition will limit or exclude any liability for fraud.

## 19 Assignment

### 19.1

The Customer will not, without the prior written consent of the Company, assign, transfer, charge, mortgage, subcontract or deal in any manner with all or any of their rights or obligations under the Contract.

### 19.2

The Company may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

## 20 Rights of third parties

### 20.1

A person who is not a party to the Contract will not have any rights under or in connection with it.

## 21 Notices

### 21.1

Any notice required to be given under the Contract will be in writing either by email or post to the other party, in the case of the Customer, to the address specified in the Acknowledgment, and in the case of the Company to the address referred to in condition 1.1 above, or as otherwise specified by the relevant party by notice in writing to the other party.

## 21.2

Any notice will be deemed to have been duly received, in the case of a notice sent within the UK, on the second Working Day after posting, or, in the case of a notice sent from one country to another, on the fifth Working Day after posting (where the recipient is not in the UK, a Working Day being a day generally classified as a working day in that country).

## 22 Governing law and jurisdiction

### 22.1

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter, will be governed by, and construed in accordance with, the law of England and Wales.

### 22.2

The parties irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter.