

Terms and Conditions

These are the terms and conditions on which we, Mind The Education, support students in our classes ('Sessions').

1. Booking Our Sessions

1.1 Health issues. Please notify us when you request a booking whether any child has any health, allergy or learning issues. We do not offer or provide any medical supervision and our Sessions may not be suitable for all children.

1.2 Warranty. By requesting a booking with us, you warrant that you are the parent or guardian of any relevant child and that you have the legal right to make such a booking for Sessions and to comply with these terms.

2. Providing the Sessions

2.1 Term Sessions. If you have booked Term Sessions (being a course of Sessions for an academic term), we shall supply our Sessions to you until the end of the relevant academic term ('Term').

2.2 We are not responsible for delays outside our control. If our supply of any Session is prevented because of an event outside our control, then we will contact you as soon as possible to let you know.

2.3 If we cannot provide a Session due to your child's absence, we will offer you an alternative Session to make up for the missing Session, up to a maximum of 1 alternative session per term. Alternative sessions are booked through the booking system as long as you cancel the session you cannot attend with 48 hours' notice. However, if your child cannot attend an alternative Session we offer, you will have to pay for the Session your child did not attend.

2.4 If we cannot supply a Session ourselves, (excluding COVID-19-related matters) we will offer you an alternative Session to make up for the missing Session. In this case, if you cannot attend any reasonable alternative, then you may contact us for a refund on a pro-rata basis for any Sessions paid for but not carried out, and if the delay is greater than two sessions, you may contact us to end the contract plus receive a refund (also on a pro-rata basis for any Sessions paid for but not carried out).

2.5 If we cannot supply Sessions due to the COVID-19 Pandemic, we will provide classes over the internet using Zoom at the same time the class would normally be provided.

3. Your rights to end the contract

3.1 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For Sessions booked at a distance (that is by any method other than face-to-face at our premises), you have a legal right to change your mind and receive a refund. You have 14 days after the day that you pay to change your mind. If you cancel during this cooling-off period after we have started any Session(s), you must pay us for the Session(s) provided up until the time you tell us that you have changed your mind. Any class that falls within 48 hours of the notice of cancellation will also be charged.

3.2 Ending the contract where we are not at fault and there is no right to change your mind. If we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed (that is, where we have provided all the Sessions you have paid for), but we may (at our discretion) charge you a cancellation fee equivalent to the full cost of the Sessions you signed up for, unless we can replace your child with another fee paying child for the same Sessions.

4. How to end the contract with us (including if you have changed your mind)

4.1 Contacting us. If you wish to end the contract with us, you will need to contact us, letting us know your reasons.

4.2 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind during the cooling-off period, we will refund you for any Sessions in the future that you paid for but which your child did not attend.

4.3 How and when your refund will be made, we will make any refunds due to you as soon as possible, using the same method you used for payment. If you are exercising your right to change your mind, then your refund will be made within 14 days of your telling us you have changed your mind.

5. Our rights to end the contract

5.1 We may end the contract if you breach it. We may end the contract at any time by writing to you if:

(a) you do not make any payment to us when it is due and you still do not make payment within 3 days of us reminding you that payment is due; or

(b) your child acts in a disruptive manner, which we believe affects the running of a Session or prejudices the safety of the other participants.

5.2 You must compensate us if you breach the contract. If we end the contract in the situations set out in clause 5.1 you will remain liable to pay our charges for the remainder of the Term and we will not refund you for any remaining sessions for the Term if we are unable to fill the vacancy.

5.3 We may permanently stop the Sessions. We may write to you to let you know that we are going to stop providing the Sessions. We will let you know at least one month in advance of our stopping the supply of

the Sessions and will refund any sums you have paid in advance for Sessions which will not be provided.

6. If there is a problem

6.1 Summary of your key legal rights. We are under a legal duty to supply services that conform with this contract. See also paragraph 3.1. Nothing in these terms will affect your legal rights. For detailed information about your legal rights please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06. For services, the Consumer Rights Act 2015 says:

(a) you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill or get some money back if we can't fix it.

(b) if you haven't agreed on a price beforehand, what you're asked to pay must be reasonable.

(c) if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

7. Price and payment

7.1 When you must pay and how you must pay. We accept payment by debit or credit card (not AMEX). Payments for all Sessions must be made in advance. If you think an invoice is wrong, please contact us promptly to let us know.

8. Our responsibility for loss or damage suffered by you

8.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage suffered that is a foreseeable result of our breaching this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the

time the contract was made, both we and you knew it might happen; for example, if you discussed it with us during the booking process.

8.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or breach of your legal rights about our services.

8.3 Please note that we hold public liability insurance for £1,000,000.

9. How we may use your personal information

9.1 How we will use personal information. We will use the personal information you provide to us only to provide the Sessions and to process payment for the Sessions. We will not pass your personal information to third parties unless you have consented to it or if required by law.

10. Other important terms

10.1 Transferring this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

10.2 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

10.3 Separate paragraphs. Each of the paragraphs of these terms operates separately. If any of them are found to be unlawful, the remaining paragraphs will remain in full force and effect.

10.4 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaching this contract, it will not prevent us taking steps against you at a later date.

10.5 Which laws apply to this contract. These terms are governed by English law and the jurisdiction of the English courts. If you live in Scotland, you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in either the Northern Irish or the English courts.

YOUR CONTRACT IS WITH MIND THE EDUCATION LIMITED. MIND THE EDUCATION LIMITED SHALL HAVE NO LIABILITY TO YOU IN RESPECT OF OUR BUSINESS.