

Tutors & Exams – Sales Terms and Conditions

These Terms and Conditions are the standard terms and conditions that apply to the Exam Services by us, Tutors & Exams, a company in England, whose address is 8 Mercia Business Village, Torwood Close, Coventry, England, CV4 8HX.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Access Arrangements” means adjustments approved by the awarding bodies to enable candidates with disabilities, special educational needs, medical illnesses and/or temporary injuries to undertake assessments without being disadvantaged

“Awarding Body” means an awarding body, in the United Kingdom, is an examination board which sets examinations and awards qualifications, such as GCSEs and A-levels;

“Consumer” is as defined in the Consumer Rights Act 2015;

“Contract” means the contract for the purchase of the Exams;

“Candidate” means you, the individual placing an Order with us

“Exams” means the Exams or assessments which are to be supplied by us to you as specified in your Order (and confirmed in our Order Confirmation) as per the Awarding Body specification criteria;

“Order” means your order for the Exam;

“Order Confirmation” means our acceptance and confirmation of your Order as described in clause 3;

“We/Us/Our” means us, Tutors & Exams, and includes all employees and agents of ours; Each reference in these Terms and Conditions to “writing” and “written” includes electronic communications such as e-mail.

2. The Contract

2.1 These Terms and Conditions govern the sale of all Exams by us and will form the basis of the Contract between you and us. If you wish to place an Order with us, please complete the online application form. Should you have any Access Arrangements please let us know at this time, a meeting will be arranged to discuss your requirements and any necessary evidence and fees will be discussed with you at this time;

2.2 We then send an Order confirmation and invoice to you by email;

2.3 Full payment must be made by the ‘due date’ detailed on the invoice, unless otherwise agreed. If the first entry deadline has passed, payment will be required immediately;

2.4 We reserve the right to make any changes in the specification of the Exams that may be required to conform to any applicable safety or other legal or regulatory requirements, without notice.

2.5 Once payment has been received, we will make the entry, and send all relevant information via our online portal.

2.6 It is your responsibility to ensure the correct entry codes are submitted with your application form, inaccurate codes may incur additional fees and delays.

2.7 Any information supplied on the application form that is inaccurate or false may be deemed as malpractice and be cancelled in accordance with clause 6.

3. Price and Payment

3.1 Fees are publicised on our website. The examination entry fee also includes the cost of delivery of certificates by Royal Mail 2nd Class, the Awarding Body entry fees and the associated costs of delivering exams. If you require certificates to be delivered via a different service, this will incur additional costs. International delivery costs will be advised where applicable.

3.2 Entries for Exams with the Awarding Body will not be deemed confirmed until the invoice is paid in full

3.3 Anything above the normal process, that are not requested by our Access Arrangements team including but not limited to additional mocks, dyslexia screening, dyslexia diagnosis and home invigilation will be liable for additional costs. Should you request any additional Access Arrangements that have not been advised by the SENco or need home invigilation, an invoice will be raised and payable immediately.

3.4 Payments are non-transferable and non-refundable except in accordance with clause 6 below.

3.5 All Exams are priced in pounds sterling (EGDP).

3.6 We have made every reasonable effort to ensure that our prices, as shown in our current sales and marketing literature and on our Website are correct. If we find, or are made aware of, any typographical, clerical or other accidental errors or omissions in our sales and marketing literature or on our Website, we will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible.

3.7 If there is an obvious pricing error on our Website, we will be under no obligation to provide the Exams to you at the incorrect (lower) price, even after we have sent you an Order Confirmation, if the price error is unmistakable and could have reasonably been recognised by you as a mispricing. Prices will be checked when we process your Order.

3.8 Invoices can be paid by electronic bank transfer or card any other method may incur additional fees. All payments will go through a secure payment gateway. We accept Visa Credit, Visa Debt, and MasterCard. No credit or debit card information is provided to us and completion of the transaction will be subject to you agreeing to Worldpay terms and conditions. A separate contractual relationship is created between you and Worldpay and we cannot be held liable for any errors, actions, omissions or incorrect charges that may be made by Worldpay.

3.9 A Level Science Practicals (CPAC) applications are not confirmed (and a space allocated) until full payment has been received.

3.10 If you cancel your CPAC entry after the 14 day cooling off period, in accordance with Clause 4, and more than 30 days before the CPAC session is due to commence, a sum of £250 of any monies paid will be retained.

3.11 If you cancel your CPAC entry within 30 days of the CPAC session commencing no refund of any monies paid will be granted.

4. Cancelling the Exams if You Change Your Mind

4.1 If you are a Consumer in the European Union, you have a legal right to a “cooling-off” period within which you can cancel the Contract for any reason. This period begins once your Order is complete and we have sent you your Order Confirmation, i.e. when the Contract between you and us is formed. You may also cancel for any reason before we send the Order Confirmation. Should the entry be submitted to the Awarding Body then you waiver your right to a cooling off period and clause 6 will apply.

4.2 If you wish to exercise your right to cancel under this clause 4, you must inform us of your decision within the cooling-off period. Cancellation by email is effective from the date on which you send us your message. Please note that the cooling-off period lasts for 14 whole calendar days. If, for example, you send us an email or letter by 23:59:59 on the final day of the cooling-off period, your cancellation will be valid and accepted.

4.3 Refunds under this clause 4 will be issued to you within 14 calendar days from the day on which you cancel, :

4.4 Refunds under this clause 4 will be made using the same payment method that you used when paying your invoice.

5. Exam

5.1 All information regarding the day of the Exam can be found on the portal and you must make yourself familiar with the rules and regulations of the Awarding Bodies.

5.2 We reserve the right to refuse entry or terminate your place in the Exam should you not adhere to such guidelines including but not limited to lateness, disruptive behaviour, or we reasonably believe any plagiarism or malpractice has occurred.

5.3 Please note for any circumstances listed in clause 5.2 then we have a duty to report to the relevant Awarding Body, any upheld complaints will result in your entry being withdrawn and no refunds being issued.

6. Cancellation of the Exams

6.1 You may cancel the Exam for any reason prior to the first Entry Deadline Date. Subject to the remainder of this clause 6,

6.1.1 If you cancel the Exam (and the Contract) any refund will be subject to a £50.00 administration fee;

6.1.2 If you cancel the Exam (and the Contract) and the Access Arrangements process has started, we will retain all sums and no refunds will be issued.

6.2 Failure to attend will be treated as a cancellation by you and no refunds will be issued and additional fees may apply. Special considerations may be applied at the discretion of the Awarding Body and you must contact us within 48 hours of the exam to explain any mitigating circumstances and provide evidence as to such.

6.3 We may cancel the Exam for any reason at any time prior to the date of the Exams including if an exam is cancelled by an awarding body, regulator or by the Department for Education. If we cancel and you have made any payment to us that/those sum(s) will be retained and such sums shall count towards the rescheduled Exam which will be offered to you, alternatively we can issue a credit note or refund, unless you have entered into a continuous assessment programme with one of our third parties.

7. Our Liability

7.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence or breach of contract. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

7.2 Under no circumstances will we be liable to you for any compensation or for any loss opportunity whatsoever.

7.3 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees or sub-contractors); or for fraud or fraudulent misrepresentation.

7.4 Nothing in these Terms and Conditions seeks to exclude or limit any of your rights as a Consumer. More information on your rights as a Consumer can be obtained from your local Citizens’ Advice Bureau or Trading Standards Office.

8. **Events Outside of Our Control (Force Majeure):** We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: failure of any sub-contractor, power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, subsidence, acts of terrorism or war, governmental action, epidemic or other natural disaster, or any other event that is beyond our control.

9. Communication, Complaints and Feedback

9.1 If you wish to contact us in writing, please use the contact form on our Website or email feedback@tutorsandexams.uk.

9.2 We always welcome feedback from our Candidates and, whilst we always use all reasonable endeavours to ensure that your experience as a Candidate of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint. If you wish to complain about any aspect of your dealings with us, please contact us in writing so we can investigate.

10. How We Use Your Personal Information (Data Protection)

10.1 All personal information that we may collect will be collected, used and held in accordance with the provisions of the Data Protection Act 2018 and your rights under that Act.

10.2 We may use your personal information to provide our services to you, process your payment, send our newsletter to you; and/or inform you of any updates. You may request that we stop sending you this information at any time. We will not pass on your personal information to any third parties without first obtaining your express permission.

10.3 Further information about our use of your personal information is available in our Privacy Policy, which is included on our Website.

11. Assignment

11.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if, for example, we sell our business). If this occurs you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms will be transferred to the third party who will remain bound by them.

11.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract) without our express written permission.

12. Third Party Rights

12.1 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

13. Severance

13.1 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) will be deemed severed from the remainder of these Terms & Conditions and the remainder will be valid and enforceable.

14. Waiver

14.1 No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any

other provision.

15. **Governing Law and Jurisdiction:** These Terms and Conditions and the Contract between you and us will be governed by, and construed in accordance with, the laws of England and Wales and any dispute will fall within the non-exclusive jurisdiction of the courts of England and Wales.