

1. Definitions

1.1. Agreement – these terms and conditions and the Booking Confirmation.

1.2. Company – Excel Tuition Services Limited (registered as a company in England and Wales, with company number **10309172**).

1.3. Customer – the customer named on the Booking Confirmation.

1.4. Syllabus – the Course syllabus appended to this Agreement.

2. Basis of the contract

2.1. The Company agrees to provide a Mock Exam(s) and/or Revision Course as described in the Booking Confirmation (“the Revision Course”/“Mock Exam”) and in any Mock Exam(s)/Revision Course description contained in any current brochure or other material of the Company from which the Customer made the booking, and the Customer agrees to pay the Course Fee in accordance with the terms of this Agreement.

2.2. These terms and conditions shall apply to the exclusion of all other terms and conditions.

2.3. The Company may assign this Agreement and may employ sub-contractors and 3rd party training providers to carry out any part of its obligations under the Agreement at its sole discretion.

2.4. Any variation of these terms and conditions shall be inapplicable unless agreed in writing by the Company.

2.4.1. Any quotation submitted by the Company shall be subject to these terms and conditions.

3. Changes

3.1. From time to time and to accord with those requirements the contents of any brochure or other material including pricing details and the content of Courses may be varied by the Company at any time without notice to include deductions and additions to the syllabus.

3.2. To change or substitute any part of the Booking Confirmation or the content of the Syllabus or the Course at any time and will notify the customer in writing of the same. The Company will use its best endeavours to ensure that any alternative arrangements are of at least comparable quality and function.

4. Payment Provisions

4.1 The Company reserves the right at any time before the start date of the Mock Exam(s)/Revision Course to increase the Mock Exam(s)/Revision Course Fee if;-

4.1.1 The costs to the Company of providing any facilities increase due to market forces or any factor beyond the control of the Company;

4.1.2 The Course details are changed at the request of the Customer or by the Company in accordance with clause 3.2;

4.1.3 Such changes will be notified to the Customer in writing and the customer shall have 7 days from the receipt of such notice to cancel this agreement.

5. The Customer shall pay;-

5.1.1 A deposit of 100% of total Mock Exam(s)/Revision Course fees in order to secure a place on the preferred course date.

5.2 The Course Fee includes VAT which shall also be charged at the current rate. It excludes (except where stated on the Booking Confirmation);-

5.3 The company accepts the following forms of payment;

5.3.1 Cash

5.3.2 Bank transfer

6. Complaints Procedure

In the event of a complaint the Customer must write in to explain the precise nature of the complaint as soon as it is apparent. This will be investigated in accordance with the Companies complaints procedure and a letter of explanation with any suggested remedy if appropriate will be provided at the end of that investigation.

7. Cancellation

7.1. The Company reserves the right to cancel this Agreement with immediate effect if;

7.1.1 In the event that the course is undersubscribed

7.1.2 In the event that the customer wishes to cancel their course attendance they must do so within 30 days of the date shown on this agreement. Notification of cancellation must be made in writing to by email to info@exceltuition.net. Upon receipt of any such notice any funds paid by the customer will be refunded in full.

7.2 In the event that the customer cancels their course after the 30-day cancellation period (9.2.1) and provides less than 30 days’ notice of cancellation before the course start then 100%

of the fee will be forfeit.

7.2.1 Once the course has commenced there will be no refund of deposit or course fee in the event that the customer chooses to leave. The customer's statutory rights are protected at all times.

7.2.2 Termination of this Agreement shall not affect any rights of the parties accrued to them up to the date of termination.

8. Miscellaneous

8.1. The Company retains ownership of copyright and all other intellectual property rights to all material produced in or used for the Course. Mock Exam Papers will not be available to the customers to take away with them.

8.2 Data Protection – The Company may from time to time contact the Customer with details of courses, which may be of interest to them and may pass their details to other companies within the Company Group. The Customer may object in writing if he does not wish to receive such material.

8.3 This Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Agreement and supersedes all previous communications, representations and other arrangements, written or oral.

8.4 If any part of this Agreement is found by a court or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of this Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.

8.5 This Agreement will be construed in accordance with and governed by the law of England and Wales.