



PATHS TO LEARNING

Achievement and Wellbeing

TERMS AND CONDITIONS

Client Name:

Consultant Name: Paths to Learning Limited whose registered office is at Vine House, 21 Wellington Way SOUTHMOOR OX13 5FG UK

Date:

Project Name:

Project Fee:

I, the undersigned client, hereby warrant that I am competent to contract in my own name. I confirm that I have read the herein agreement prior to its execution and I am fully familiar with the contents thereof. This agreement shall be binding upon me and my heirs, legal representatives and assigns.

I, the Consultant, agree to the terms and conditions of this contract.

1. These terms

These are the terms and conditions on which we supply our services to you. Please read them carefully. These terms tell you who we are, how we will provide the services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2. Who we are

We are Paths to Learning Limited, a company registered in England and Wales. Our company registration number is 11580611 and our registered office is Vine House, 21 Wellington Way, Southmoor, England OX13 5FG.

3. Our Services

3.1 We offer a number of different services. The specification of each service is as described on our website and subject to these terms and conditions. PLEASE READ CAREFULLY THE EXCLUSION OF WARRANTIES IN RELATION TO OUR SERVICES IN PARAGRAPH 9 OF THESE TERMS.

3.2 We only offer services to individuals for non-business purposes under these terms. If you are business seeking to contract for our services for your own customers, please contact us via the contact details on our website.

4. Our contract with you

4.1 If you wish to use our **School Finding Service**, we will, after discussing your needs, send you an email offer with: details of the services to be provided; an estimated timeframe for providing the services; the price for the services; and an invoice for payment. A contract will come into existence between us, on these terms, when we receive the invoiced amount.

4.2 If you wish to purchase **Learning Support Services**, we will, after discussing your needs, send you an email offer outlining: the services we can provide; an estimated timeframe for providing the services, and the basis on which they will be charged. A contract will come into existence between us, on these terms, when you confirm in writing to us your acceptance of this offer.

4.3 If you wish to purchase **Additional Services** we will, after discussing your needs, send you an email offer outlining: the services we can provide; an estimated timeframe for providing the services, and the basis on which they will be charged. A contract will come into existence between us, on these terms, when you confirm in writing to us your acceptance of this offer.

4.4 Reference in this agreement to 'you' is reference to the individual to which our offer email is directed, and our contract is with that person.

4.5 Where we are contracted to provide our services to you, we will assume we can accept instructions in relation to the services from any other person who has parental or guardianship responsibility for the child that the services relate to, unless you advise us otherwise in writing.

5. Your rights to make changes

If you wish to make a change to the service(s) you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the service, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. Our rights to make changes

If we need to make any change to the agreed services to be provided we will notify you as soon as possible and discuss your preferences. If the required changes, and available alternative options, are not acceptable to you, you can cancel the contract and receive a refund for services not provided.

7. When we will provide the services.

We will begin the services on the date agreed with you during the order process. The estimated completion date for the services is as set out during the order process.

7.1 We are not responsible for delays outside our control. If our supply of the services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

7.2 What will happen if you do not give required information to us. Certain information must be provided by you so that we can supply the services to you. If so, this will have been noted in our website information or during our initial discussions. We will not be responsible for supplying the services late or not supplying any part of them if this is caused by you not giving us the information we need or providing information, or undertaking assessment processes, dishonestly.

8. Price and payment

8.1 Where to find the price for the product. The price of the service will be:

- (a) in the case of the School Finding Service, the price detailed in the invoice.
- (b) In the case of the Learning Support Services, the price indicated in the email offering the provision of the services.
- (c) In the case of Additional Services, the price indicated in the email offering the provision of the services.

8.2 VAT.

If VAT is chargeable on the services, prices will be quoted and invoiced as follows. The price for the School Finding Service will be quoted, and invoiced, inclusive of VAT. For all other services, where payment is due on completion of the service, prices will be quoted exclusive of VAT, and VAT will be chargeable at the time of payment for the service at the relevant rate.

8.3 When you must pay and how you must pay. We accept payment via the third party payment processors listed on our website or via electronic bank transfer to the account details provided to you on our invoice. For the School Finding Service, you must make an advance payment of 100% of the service price before we start providing it. For other services we will invoice you for the price of the services when we have completed them. You must pay each invoice within 30 calendar days after the date of the invoice.

8.4 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Metro Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

8.5 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

9. EXCLUSION OF WARRANTIES

9.1 Our School Finder Service aims to make recommendations for appropriate schools based on our assessment of your child, and of schools within an agreed geographic area. We do not warrant that any recommended school will make an offer to your child or on what conditions any offer may be made.

9.2 We will not recommend a school that is, in our assessment, not suitable for your child. We therefore do not warrant that we will always be able to provide a school recommendation. In rare cases, based on our assessment, we may not be able to suggest an appropriate school for your child. In these cases, we will refund your payment for the School Finder Service, subject to deduction of our costs incurred to date, including, without limitation, the costs of relevant licence fees for assessments, and our reasonable time costs. We can also, in these circumstances, and at your request, suggest, or provide, appropriate support services to enhance a child's future suitability/prospects for admission.

9.3 We may sometimes provide you with contact details for other services providers, including those who can assist with Visa applications, arranging Guardians as well as Tutors and Home Schooling networks. This information is provided for your convenience only, and we make no warranty in relation to, and accept no responsibility for, the services of these other providers.

10. Your rights to end the contract

10.1 You can always end your contract with us. Your rights when you end the contract will depend on what services you have ordered, how we are performing, and when you decide to end the contract.

(a) If what you have ordered is mis-described you may have a legal right to end the contract (or to get the service re-performed or to get some or all of your money back), see clause 10.2 below;

(b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 10.2;

10.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:

(a) we have told you about an upcoming change to the service or these terms which you do not agree to (see clause 6);

(b) we have told you about an error in the price or description of the service you have ordered and you do not wish to proceed;

(c) there is a risk that supply of the service may be significantly delayed because of events outside our control;

(d) you have a legal right to end the contract because we are not performing the services in accordance with the contract.

10.3 Exercising your right to change your mind. You have 14 days after the contract has come into place between us. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

10.4 Tell us you want to end the contract. To end the contract with us, let us know by doing one of the following:

(a) Email: either through the client portal to felicitygunn@pathstolearning.com; or

(b) By post. Write to us at our registered address, including your details and the details of your order. There is a model cancellation form in Schedule 1 of this Agreement.

10.5 How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the services, by the method you used for payment. However, we may make deductions from the price, as described below.

10.6 When we may make a deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind: we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

10.7 When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer 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.

11. Our rights to end the contract

11.1 We may end the contract if you break it. We may end the contract for a service 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 10

days of us reminding you that payment is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services; or

(c) we become aware that dishonest information is being provided in relation to the child or the assessment process is being compromised by dishonest conduct.

(d) You must compensate us if you break the contract. If we end the contract in the situations set out in clause 11.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we incur as a result of your breaking the contract.

11.2 We may withdraw a service. We may write to you to let you know that we are going to stop providing a service. We will refund any sums you have paid in advance for any service which will not be provided.

12. If there is a problem with the services

How to tell us about problems. If you have any questions or complaints about the service, please contact us. You can send an email to us through the parent portal or write to us felicitygunn@pathstolearning.com.

13. Your rights in respect of services We are under a legal duty to supply services that are in conformity with this contract. We may have to repeat or remedy any services that are not performed with reasonable care and skill. If the price or time of delivery or services has not been agreed up front, these must be reasonable. Nothing in these terms will affect your legal rights.

14. Our responsibility for loss or damage suffered by you

14.1 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 you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. 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 sales process.

14.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes breach of your legal rights in relation to the services.

15. How we may use your personal information. We will only use your personal information as set out in our Privacy Notice on our website.

16. Other important terms

16.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 30 days of us telling you about it and we will refund you any payments you have made in advance for services not provided.

16.2 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. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

16.3 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.4 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 breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

16.5 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

Schedule 1 Model Cancellation Form for consumer customers

(Complete and return this form only if you wish to withdraw from the contract)

To PATHS TO LEARNING, Vine House, 21 Wellington Way, Southmoor, England OX13 5FG or
felicitygunn@pathstolearning.com

I/We {{{client.name}}} hereby give notice that I/We {{{client.name}}} cancel my/our [*] contract
[*]/for the supply of the following service [*],

Ordered on { {job.start | shortTime} }

Name of clients { {client.name} },

Address of client(s), { {client.address | address} }

Signature of client(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate