



**Mock Examinations
TERMS AND CONDITIONS
Reviewed: February 2024**

1. Definitions

In these Terms and Conditions, the following terms have the meanings stated below:

"Child" refers to the child registered for a Cedar Tree Tuition mock examination.

"Client" refers to the Parent or Guardian of the "Child", and the individual who has booked the "session".

"Session" includes the mock examinations session attended by the "Child".

2. Agreement

This agreement is between the Client and Cedar Tree Tuition.

3. Safety

3.1. The Client shall ensure that they:

3.1.1. Personally deliver the Child to the custody of the teacher in charge of the Child's Session, according to the instructions provided via email.

3.1.2. Collect the Child from the teacher in charge of the Child's Session.

4. Medical Conditions, Medication, and Treatments

4.1. The Client must notify Cedar Tree Tuition in the Booking Form if the Child has any medical conditions, allergies, or disabilities.

4.2. Cedar Tree Tuition will take reasonable precautions to protect pupils with allergies or similar conditions but cannot guarantee non-exposure.

4.3. First Aid equipment will be available on site and First Aiders present to handle any medical emergencies.

5. Challenging or disruptive behaviour

5.1. Please ensure you include any additional information about your child so we can support them as much as possible in the examination setting.

5.2. The objective of the mock examinations is to familiarise children with a genuine, structured test setting and experience. To ensure fairness for all participants, any child displaying disruptive behaviour will be removed from the examination. Parents or guardians will be notified to pick up their child. Please note, in such instances, refunds will not be issued.

5.3. Disruptive or challenging behaviour may include, but is not limited to:

- **Non-compliance with Instructions:** Refusing to follow the directions of the staff or teachers, such as not starting or stopping work when instructed, moving around the room without permission, or not sitting in the assigned seat.
- **Verbal Disruptions:** Speaking out of turn, shouting, or engaging in conversations during the examination, which distracts others.
- **Physical Disruptions:** Any form of physical activity that is not appropriate in the examination setting, such as throwing objects, pushing or shoving, or leaving their seat without permission.
- **Disrespectful Behaviour:** Showing disrespect to staff, examiners, or other children through language or actions, including any form of bullying, making derogatory remarks, or engaging in behaviour that could be perceived as intimidating or threatening.
- **Cheating:** Attempting to cheat in any form, such as looking at another child's paper, using unauthorised materials or devices (e.g., smartphones, smartwatches, notes), or giving or receiving assistance.
- **Damage to Property:** Intentionally damaging or defacing the examination venue, furniture, or materials provided for the examination.
- **Emotional Outbursts:** Exhibiting uncontrollable emotional responses such as crying loudly, temper tantrums, or extreme anxiety that disrupts the

session and requires intervention beyond what the staff can reasonably provide.

- **Refusal to Participate:** Actively refusing to engage with the examination process, including not attempting any questions or leaving the paper blank as a form of protest or defiance.
- **Use of Prohibited Items:** Using electronic devices, such as mobile phones or headphones, during the examination, unless permitted for educational or medical reasons.

6. Refunds and Cancellation

6.1. Refunds: Once the Child has been registered for a Session, Cedar Tree Tuition will not refund the session fee, regardless of attendance.

6.2. Cancellation: Cedar Tree Tuition reserves the right to cancel the Session or the Child's place in the Session at any time before delivery. In such cases, the Client will be offered either a transfer to another session or a refund of the session payment.

6.3. Refund Policy:

- 7 days' notice or more: Full refund minus a £10 admin fee.
- 2 - 7 days' notice: 50% refund of the fee.
- Less than 48 hours' notice: No refund, 100% of fee due.

6.4. An administration fee of £10 may be applied to each amendment or cancellation at Cedar Tree Tuition's discretion.

7. Personal Data

7.1. Cedar Tree Tuition will use the personal data provided to:

- Provide the Session.
- Inform the Client about similar products or services offered by Cedar Tree Tuition.

7.2. Personal data may be stored in various forms but will not be shared with third parties.

8. Exclusion and Limitation of Liability

8.1. Cedar Tree Tuition is a member of the Tutors' Association which marks a commitment to the highest standards of care and service. Cedar Tree Tuition's maximum aggregate liability shall not exceed the session fee paid by the Client.

8.2. Nothing in these Terms and Conditions shall limit liability for death or personal injury due to negligence or any liability that cannot be excluded by law.

9. Third Parties

These Terms and Conditions do not grant any third party the right to enforce any term unless permitted by the Contract (Rights of Third Parties) Act 1999.

10. General

10.1. Notices to Cedar Tree Tuition must be in writing and addressed to Cedar Tree Tuition's email address: info@cedartreetuition.co.uk.

10.2. Notices to the Client will be sent to the email address provided at registration.

11. Papers

To maintain the integrity of the examination process, the test papers are under strict copyright. The test papers are the intellectual property of Cedar Tree Tuition; therefore, the children will not bring them home and they will not be disseminated to the Client. Your feedback data will include a breakdown regarding areas of weakness.

12. Bookings

Booking confirmation and reminders will be sent via the email address provided in the booking form.

13. Drop Off and Collection

13.1. Please read the drop off and collection information carefully and follow the guidelines for the safe drop off and collection of your child.

13.2. The Client is not permitted to attend the sessions or stay on the site for the duration of the session.

13.3. A secondary contact is required in case of emergencies.

13.4. Please ensure you collect your child on time. If you are more than 15 minutes late, a £20 charge will be incurred.

By booking a mock examination session, the Client is entering into a contract with Cedar Tree Tuition, agreeing to these Terms and Conditions.