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## **JMS Publishers Limited and JMS Providers Limited trading as Pass 11 Plus Grammar Preparation Success**

### **Terms and Conditions: Terms of Service**

Pass 11 Plus Grammar Preparation Success operates this website. Throughout the site, the terms "we", "us", and "our" refer to 11 Plus Grammar Preparation Success.

By visiting our site and/or purchasing services, you agree to be bound by the following terms, conditions, policies, and notices stated here.

These Terms of Service apply to all users of the site, including (but not limited to) browsers, vendors, customers, merchants, and content contributors.

If you do not agree to these terms, you may not access or use the website or its services.

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### **Definitions**

- **"Content"** – Refers to any text, images, audio, video, animations, or other material you experience on our website.
- **"Intellectual Property"** – Includes all intellectual property owned by us, whether registered or not, such as patents, trademarks, designs, copyrights, software, domain names, discoveries, and inventions, along with any related rights that arise now or in the future.
- **"Our Website"** – Refers to any website or online service (accessible via mobile or desktop) that is owned or operated by us.
- **"Services"** – Refers to the services provided through our website.

### **Use of Our Website by Minors**

Regardless of the legal age of consent in your country, we prioritise protecting children from unsuitable content. Please review our policy below to help ensure their safety.

All content within the children's categories has been reviewed by our volunteers, including any relevant links.



We do not knowingly collect personal information from individuals under the age of 16 years.

Our Website is openly accessible to individuals of all ages. We do not verify user identities or moderate all uploaded content.

Parents or guardians are responsible for supervising children's access to our Website and ensuring that the content viewed is appropriate for them.

We recommend reviewing the privacy policies of any external websites linked from ours, especially those your children visit frequently.

You may wish to consider using content-filtering software to help manage and monitor online access.

We are not responsible for content uploaded by third parties on our Website or for material found on external websites accessed through links.

By using our Website, you waive any claims related to the age-appropriateness of content and agree to indemnify us against any claims made on behalf of a child in your care.

## **General Conditions**

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- We reserve the right, in our sole discretion, to limit or decline access to our services when necessary.
- You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, or access to the Service, without our prior written permission.
- The headings used in this agreement are included for convenience only and will not limit or otherwise affect the interpretation of these Terms.

## **Accuracy, Completeness, and Timeliness of Information**

- We do not guarantee that any information on this site is accurate, complete, or current.
- All content is provided for general informational purposes only and should not be relied upon without consulting additional sources.
- Historical content is provided for reference and may be outdated.



- We may update, change, or remove content at any time without notice.

## **Modifications to the Service and Prices**

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- Prices are subject to change without notice.
- We reserve the right to modify or discontinue the service at any time without liability to you or any third party.

## **Optional Tools**

- Access to third-party tools is "as is" and "as available."
- We do not control third-party tools and disclaim liability for their use.
- New tools or services introduced in the future will also be subject to these terms.

## **Third-Party Links**

- Our Service may include third-party materials or links.
- We are not responsible for the content, products, or services of third parties.
- Users should review the policies of third-party providers before engaging in transactions.

## **Personal Information**

- The collection, use, and disclosure of any personal data you submit are governed by our **Privacy Policy**.
- By providing personal data, you consent to its processing as described in the Privacy Policy.
- You agree to submit accurate and up-to-date information.
- For details on your rights (e.g., access, correction, deletion) and how to contact us, please refer to the Privacy Policy.
- If there is any conflict between these Terms and the Privacy Policy regarding personal data, the Privacy Policy will prevail..



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## Errors, Inaccuracies, and Omissions

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- From time to time, information on our site (e.g., prices, availability, schedules, or descriptions) may include typographical errors, inaccuracies, or omissions.
- We may correct or update such information—and revise, pause, or cancel orders/bookings affected by the change—at any time, to the extent permitted by law.
- If a correction materially impacts an order/booking you've placed, we'll contact you promptly to discuss options.
- While we don't commit to updating information on a fixed schedule, we aim to make corrections as quickly and transparently as possible.

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## Miscellaneous Matters

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Our **Privacy Policy** is detailed and compliant with the **Data Protection Act 2018**.

If any part of this agreement is found to be void, invalid, or unenforceable under any jurisdiction, that part shall be modified only as much as necessary to comply with the law. The modified version will remain binding, and all other provisions will continue to apply independently.

A delay or failure by either party to exercise any right, power, or remedy under this agreement shall not constitute a waiver of that right, nor shall it limit the ability to exercise it in the future.

Any communication between the parties may be delivered **by hand, by first-class post, or by email**.

- If delivered by hand, it will be considered received on the day of delivery.
- If sent by post to the correct address, it will be considered received within **72 hours** of posting.
- If sent by email to the most recently used address, it will be considered received within **24 hours**, provided no notice of failed delivery is received.

This agreement is governed by **the laws of England and Wales**, and any disputes arising from it shall be subject exclusively to the jurisdiction of the courts in England and Wales.



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## Code of Conduct

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At Pass 11 Plus Grammar, we expect all pupils and parents to treat our staff with the utmost respect and courtesy at all times.

During tuition sessions, whether in-person or online, pupils are expected to behave responsibly and take care of all equipment and property belonging to, or used by, Pass 11 Plus Grammar.

In the event that any damage occurs — whether intentional or accidental — full responsibility for the costs of repair or replacement will rest with the pupil and their parent(s) or guardian(s).

## Homework

Tutors at **Pass 11 Plus Grammar** are committed to supporting each student's individual learning journey. To ensure steady progress, all homework assigned must be completed on time.

Consistent failure to complete homework may result in a review of the student's place and, if necessary, suspension from future tuition sessions.

## Stationary

All pupils are expected to bring the following items to every tuition session:

- Pen and pencil
- Ruler and rubber (eraser)
- Calculator (for Maths, Science, and 11+ sessions only)
- Dictionary (for English and 11+ sessions only)
- Lined paper
- A4 ring binder

Bringing the correct stationery ensures students are fully prepared and able to participate effectively in each lesson.



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## Disclaimer of Warranties; Limitation of Liability

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- Services are provided "as is" and "as available."
- We do not guarantee uninterrupted or error-free service.
- Liability is limited to the maximum extent permitted by law.

## Indemnification

Users agree to indemnify and hold harmless Pass 11 Plus Grammar Preparation Success and associated parties for claims arising from breaches of these Terms.

## Severability

Unlawful or unenforceable provisions are severable and do not affect the remaining Terms.

## Governing Law

The laws of the United Kingdom govern terms.

## Changes to Terms of Service

- We reserve the right to update these Terms at our discretion.
- Continued use of the site after changes constitutes acceptance.

## Placing an Order

- Orders should be **carefully reviewed for accuracy** before submission.
- A contract will be considered **confirmed only upon receipt of an official Order Acceptance email** from us.
- All orders remain **subject to availability** at the time of confirmation.

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## Cancellations & Refunds

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If you no longer require the use of our services, you can cancel at any time by giving one month's notice. However, if you are not cancelling at the start of your subscription payment cycle (1st of the month), you may have a final pro-rata payment to make to complete the 1-month notice period required for cancellations. To request a cancellation, please email [info@pass11plusgrammar.com](mailto:info@pass11plusgrammar.com). Your cancellation request will only be considered valid once you receive an acknowledgement from our end.

Monthly payments are via direct debit.

Registration fees are non-refundable.

Refunds, if applicable, will be issued within 30 days of confirmation.

## Physical & Online Lessons

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Attendance and completion of uploaded work are compulsory.

Lesson fees are charged regardless of attendance.

Persistent unnotified absences may result in unenrolment

**Unenrolment may also occur due to repeated disruptive behaviour or non-compliance with safeguarding and conduct policies.**

Centre closures (e.g., due to weather) may offer online alternatives; no refund is guaranteed.

## Mock Exams

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Taking a Pass 11 Plus Grammar Mock Exam does not guarantee entry into a grammar or independent school.

Any statistics provided after the exam are for guidance purposes only and should not be considered a guarantee.

Pass 11 Plus Grammar aims to release results within 10 working days of exam completion. If results are not received within this period, it is the responsibility of the person who booked the exam to follow up directly.

Please note that exam papers are not shared with parents. Each paper is carefully designed to reflect the latest information available about eleven-plus exams. To protect our

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intellectual property rights, copies cannot be distributed.

All exam questions are exclusive to Pass 11 Plus Grammar students and are not available for purchase in shops or online. Our questions are written by experienced educational specialists and are based on thorough research.

We also ensure that every 11+ tutor at Pass 11 Plus Grammar is fully CRB/DBS checked before working with children, whether online or in our centres.

## Individual Exam Booking

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- Cancellations must be made with a minimum of **two weeks' notice**.
- Eligible refunds will be processed within **30 days** of confirmation.
- Transfers are subject to a **£20 administration fee**.
- Cancellations made with less than two weeks' notice are **non-refundable**.

## Intensive Booster Courses

- Cancellations require **one calendar month's written notice**.
- Eligible refunds will be processed within **30 days** of confirmation.

Late pickups will incur a charge of **£10 for every 15 minutes**, beginning after the first 15 minutes.

## Booster Courses

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Same cancellation and late pickup policy as Intensive Booster Courses.

## Workshops

- Cancellations require two weeks' notice.
- Eligible refunds will be processed within 30 days of confirmation.
- Late pickups will incur a charge of £10 for every 15 minutes, beginning after the first 15 minutes.



## One-to-One Sessions

Cancellation requires 2 weeks' notice.

Refunds issued within 30 days.

Late pickups: £10 per 15 minutes, starting from the first 15 minutes.

## SECTION 21 – Payment Terms

1. Invoices are issued on the 24th of each month for the following month.
2. Payment via the parent portal or approved third-party platforms.
3. Payment must be made within 3 days of invoice issue.
4. Late payments incur administrative fees (up to £60).
5. Online sessions are available only for registered children; breach may lead to expulsion.
6. Late payments: A 10% late fee will be applied.
7. All payments made to Pass 11 Plus Grammar — including those for regular courses, mock exams, or intensive programme bookings — are **non-transferable**. Once a payment has been processed, it cannot be carried forward, exchanged, or applied towards any other course, class, or future booking.

## Sibling / Additional Lesson Discounts

We strive to maintain a fair and consistent policy for all families. Where applicable, a **sibling discount of up to 10%** may be offered as part of our commitment to supporting parents with multiple children enrolled.

## Free Trial Lessons

Trial sessions are not always available; however, when they are, they run for one hour per child.

Only one free trial lesson is allowed per child regardless of the number of different subjects a child is studying.

Free trial lessons can only be booked by completing the online free trial lesson form, failure



to complete this registration form will forfeit the right to a free trial lesson.

Free trial lessons online or inperson are at the discretion of our enrolment team and based on availability. We reserve the right to refuse a free trial lesson based on business needs.

### Attendance

Parents are required to escort their children to the main entrance for safety.

Staff guide students to classrooms upon arrival.

## Intellectual Property

We kindly request your cooperation in helping us protect our intellectual property.

- Please avoid any actions that may affect its value or ownership.
- If you notice anything that may appear to infringe on our materials or resources, we'd appreciate it if you let us know.
- All resources, content, and materials shared with you are for your personal use only. We ask that you:
  - Refrain from copying, altering, or modifying them.
  - Use them only for the intended educational purposes outlined in this agreement.
  - Avoid sharing access or distributing materials to anyone who is not authorised.
- We appreciate your support in ensuring that our intellectual property is used appropriately and respectfully, in line with our shared goal of maintaining quality and integrity.

## Variation of Fees and Services

Prices may change and can be adjusted during the ongoing course.

Fees and services may be modified in alignment with the organisation's growth and development.



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Failure to comply may result in withdrawal from sessions.

### **Notification of Changes**

Changes to cookies, privacy policy, or terms will be announced on the website.

Continued use of the website indicates acceptance.

## **Pass 11 Plus Grammar – Referral Programme Terms and Conditions**

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The Pass 11 Plus Grammar Referral Programme allows existing parents and students to recommend friends and family to join our courses. When a new student joins and completes 60 consecutive days of lessons in any standard course, both the referring parent and the new student will receive a £25 Amazon voucher.

This offer applies only to full course enrolments, both online and in-person. It does not apply to mock exams, intensive programmes, taster sessions, or any free trial lessons. The referral benefit is also not transferable or redeemable against course fees, and it cannot be exchanged for cash or combined with any other promotional offers.

There is no limit to the number of friends or family members a participant may refer. Each successful referral that meets the above criteria will qualify for an additional £25 Amazon voucher.

Pass 11 Plus Grammar reserves the right to verify referral details and attendance records before issuing vouchers. Vouchers will be distributed via within 30 working days once the referred student has completed the 60-day period. The management also reserves the right to modify, suspend, or terminate the referral programme at any time without prior notice.

Participation in the referral programme constitutes acceptance of these Terms and Conditions.

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