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## **E-Commerce Terms and Conditions 2026/27**

(These were formally known as the School Support Terms and Conditions)

These terms and conditions form the basis of the contract between Services For Education and Customers. Customers are subject to and agree to be bound by these terms and conditions. All of these terms and conditions apply to businesses and consumers, except where they specifically state that they only apply to one or the other. Not all of our products are available for purchase by consumers. Bespoke consultancy, events and training is only available for purchase by businesses.

Your attention is particularly drawn to clause 3 which sets out your rights to cancel the Contract and clause 14 which sets out limitations on our liability.

In these terms and conditions the following definitions apply:

**Services For Education** means the charitable company Services For Education Limited (company number 07739831), whose registered office is at Unit 3, Holt Court, Holt Street, Birmingham Science Park, Aston, Birmingham B7 4AX which provides the School Support Service and its products. References to "SFE"/"we"/"our" are to Services For Education.

**Bespoke In-House Events** means bespoke events, training, specialist advisory services and support which can be provided in a Customer's own setting.

**Customer** means any individual to whom Services For Education supplies its School Support products and services, and includes individuals who attend Events as delegates. References to "you"/"your" are to the Customer.

**Event(s)** means any face-to-face, centre-based or live streamed courses or training.

**Member** means a business Customer who has a valid Membership.

**Membership** means a subscription to our safeguarding resources.

**Personal Data** means the Customer's name(s), address, telephone number, email address and payment details.

**Pre-recorded Digital Content** means downloadable content made available to Customers by Services For Education, either for free or to purchase.

**Website** means <https://www.servicesforeducation.co.uk>

**Trainer** means a representative of Services For Education who arranges and delivers Bespoke In- House Events.

### **1. PAYMENT TERMS**

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- 1.1. For **consumer Customers** payment is due by credit or debit card at the point of order.
- 1.2. For **business Customers** you may choose to pay by credit or debit card at the point of order or request an invoice for Event bookings. Where an invoice is requested for an Event booking will be issued to the Customer within 14 days of booking.
- 1.3. **Business Customers** may also, subject to clause 10, pay for specified products using Advantage Package vouchers.
- 1.4. Payment must be made within 30 days of receipt of an invoice. Non-payment within this period will result in cancellation of the Event place.
- 1.5. For some products we take payment at regular intervals, as explained to you during the order process.

### 2. SUBMISSIONS AND ACCEPTANCE OF APPLICATIONS

- 2.1. All Event bookings are to be made via our website.
- 2.2. Event bookings are processed on a first come first served basis.
- 2.3. Customers will receive confirmation of event bookings and relevant details by e-mail at the point of booking.
- 2.4. We only accept your order when we either confirm we have accepted it in writing or when we have dispatched or supplied the product.

### 3. CANCELLATION BY CUSTOMERS

- 3.1. If you are a consumer Customer then for most of our products bought online you have a legal right to change your mind about your purchase and received a refund of what you paid for it, including any delivery costs. This, however, is subject to some conditions:
  - a) You have to notify us in writing within 14 days of the date of delivery of the product or the date of the contract if it is for services or a digital product, that you want to cancel the contract. If there is a physical product that has been delivered to you, you have to return this to us and you have to pay the associated delivery costs.
  - b) You cannot change your mind about an order for:
    - i) Digital products, after you have started to download or stream them;
    - ii) Services, once they have been completed;
  - c) If you bought a service (not including digital products) we don't refund you for the time you were receiving the service before you told us you had changed your mind.
  - d) You have to return any products to us in the same condition we sent them to you. If you do not we may reduce the amount of the refund.
  - e) Refunds will be issued within 14 days of the date you tell us you have changed your mind, where the product, service or digital product has not yet been delivered, or where the product is physical, within

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14 days of the date we receive it back from you. Refunds will be issued using the same method you used for payment.

3.2. In all other cases (subject to clause 6.5 and excluding Bespoke In-House Events to which clause 16.6 applies), you may cancel your order for attendance at an Event, in accordance with clause 3.3 and SFE shall issue refunds as follows (unless an Advantage Package voucher has been used in which case clause 10.5 shall apply):

- a) Written cancellations made before 4 weeks prior to the agreed date of the event will receive a refund for 100% of the invoice amount.
- b) Written cancellations made between 4 weeks and 2 weeks prior to the agreed date of the event will receive a refund for 50% of the invoice amount.
- c) Written cancellations made less than 2 weeks before the agreed date of the event will not be entitled to any refund.

3.3. Any cancellations for events must be confirmed in writing by emailing [hello@servicesforeducation.co.uk](mailto:hello@servicesforeducation.co.uk)

3.4 Unless, cancellation has been received in accordance with this clause 3, non-attendance at any event shall be charged at full price and the customer will not be entitled to any refund.

### 4. CANCELLATION BY SERVICES FOR EDUCATION

4.1. Services For Education reserves the right to amend or cancel events should it, for whatever reason, be unable to deliver the advertised event. In these circumstances, Services For Education will endeavour to provide as much notice as possible. Where alternative dates are available, bookings will be automatically moved across to the earliest possible new date and delegates notified accordingly. Should this new date not be appropriate, a full refund will be given to customer. If no alternative date is available a full refund will be given to customer.

### 5. INTELLECTUAL PROPERTY RIGHTS

5.1. All training materials and resources provided in connection with all events are protected by copyright, database rights, trademarks and other intellectual property rights. No right to use or license of any such intellectual property rights is granted to customers except as explicitly set out in these Conditions.

By booking an event, customers agree:

- a) Not to share passwords and login details to events.
- b) Not to share downloadable resources.
- c) Not to share training materials.
- d) Not to film or audio record the event.
- e) Not to use any photographs of slides and course materials other than for individual personal use.
- f) Not to share any photographs of slides and course material in any format whatsoever.

## **6. ORDERING PRE-RECORDED DIGITAL CONTENT**

6.1. Where an order for Pre-recorded Digital Content is made through our website, the following terms and conditions apply (regardless of whether the Pre-recorded Digital Content is free or paid for):

You must read the following statement, agree to it, and tick the relevant box when buying the Pre-recorded Digital Content: 'I hereby consent to immediate performance of this contract when clicking on the 'pay now' button and acknowledge that I will lose my right of withdrawal from the contract once the automatic download of the digital content has begun'.

6.2. Once an order has been placed, we will acknowledge the order by email. This acknowledgement does not, however, mean that your order has been accepted.

6.3. We may contact you to say that we do not accept your order. This is typically for the following reasons:

- a) the Pre-recorded Digital Content is unavailable; we cannot authorise your payment;
- b) you are not allowed to buy the Pre-recorded Digital Content from us; we are not allowed to sell the Pre-recorded Digital Content to you; or
- c) there has been a mistake on the pricing or description of the Pre-recorded Digital Content.

Please note that, if you are under the age of 18, you are not permitted to purchase Pre-recorded Digital Content from the site and your order will be rejected.

6.4. You will receive a confirmation email if your order for Pre-recorded Digital Content is accepted. At the point a confirmation email is sent by us, a legally binding contract is entered into between Services For Education and the customer.

6.5. Subject to clause 3.1, once a confirmation email has been sent to you by us, you have no right to cancel the order.

## **7. PERMISSION TO USE THE PRE-RECORDED DIGITAL CONTENT**

7.1. When you purchase Pre-recorded Digital Content from us in accordance with clause 6, you will not own it. Instead, Services For Education will grant you permission to use it (also known as a 'licence') at the time of purchase, providing it is used in accordance with the terms set out in clauses 7.2 and/or 7.3.

7.2. Free Pre-recorded Digital Content:

- a) can be used wherever you want in the world but only if you comply with local laws.
- b) is non-exclusive to you. We may supply the same or similar digital content to other users.
- c) may be shared, copied or redistributed by you in any medium or format, download as long as the resources are attributed appropriately, including providing a link to the Services For Education website.
- d) may not be:
  - o modified by you;
  - o distributed or sold by you to any third party; or used for any commercial purposes.

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e) contains information which is owned by us or third parties or both. You must not conceal, change or remove any markings which show who owns this information, such as copyright (©), registered trade mark (®) or unregistered trademark (™) markings.

### 7.3. Paid Pre-recorded Digital Content:

a) can be used wherever you want in the world but only if you comply with local laws.

b) is non-exclusive to you. We may supply the same or similar digital content to other users.

c) may be used on multiple PCs connected to the same IP address, where a site licence is granted by Services For Education.

d) may not be:

- copied by you except for a reasonable number of necessary back-ups; modified by you; or
- distributed or sold by you to any third party.

e) that contains information which is owned by us or third parties or both. You must not conceal, change or remove any markings which show who owns this information, such as copyright (©), registered trade mark (®) or unregistered trademark (™) markings.

Except where you have permission to use the digital content, you will not obtain any rights of ownership or other rights (of whatever nature) in the digital content or in any copies of it.

## 8. LIVE STREAMED EVENTS

8.1. Where an event is to take place by way of live streaming, it shall be delivered using one of the following platforms:

Office 365 platform, using the Meetings function of the (free) Microsoft Teams App (the App), available for iOS, Android and PC/Laptop devices

(<https://www.microsoft.com/en-gb/microsoft-365/microsoft-teams/download-app>);

8.2. Apps must be downloaded onto a suitable device.

8.3. For live online training Services For Education is under no obligation to provide a refund in the event of customer absence or failure to attend due to delegate's technical difficulties, hardware, software or connection interruption or breakdown.

8.4. Login details are specific to the customer and must not be shared. Attendees will be checked against the event register and any attendees not booked onto the Event at the start time will be charged the full course fee immediately. If non-booked attendees increase the delegate numbers to beyond the event capacity they will be charged but also required to leave the session immediately.

8.5. In the event of a substitute delegate attending the event then SFE should be notified in writing prior to the event at [hello@servicesforeducation.co.uk](mailto:hello@servicesforeducation.co.uk)

8.6. Live streamed content may not be recorded/captured with or without the use of additional software

without our express written consent.

## **9. MEMBERSHIP OF SAFEGUARDING SUBSCRIPTION SERVICE**

9.1. Membership is arranged via our website.

9.2. All memberships are for a period of 365 days.

9.3. If we accept your order for membership, we will issue you with an invoice and an email confirmation. The issuing of this confirmation email by us forms a binding contract between Services For Education and you on the terms set out in these Terms and Conditions and the Membership Order Form. Invoices are payable within 30 days.

9.4. If, for any reason, you decide the membership is not suitable and you wish to cancel your membership, please provide notice of cancellation in writing to [hello@servicesforeducation.co.uk](mailto:hello@servicesforeducation.co.uk) within 14-days of receipt of your invoice and quote your invoice and order detail to be issued with a refund. Any membership order cancelled after the 14 day period will not be refunded.

9.5. Safeguarding subscription provided by Services For Education is based on the model of a rolling twelve-month programme of 1 licence (£499), 10 licences (£699) or 20 licences (£999). Payment is by annual subscription and made by the Customer via an automatic recurring payment of 1 licence (£499), 10 licences (£699) or 20 licences (£999) for a twelve-month period. The payment of 1 licence (£499), 10 licences (£699) or 20 licences (£999) is made by the Customer at the point of securing their subscription.

9.6. Payment can be made using either a credit card, details of which are stored on a secure online payments system or by invoice. By providing your card details and allowing them to be stored on a secure payment gateway operated by a third party, card details are not retained by Services For Education. In supplying invoice details you are agreeing to activation of the automatic recurring annual payment. The subscription can be cancelled at any time by going into the Safeguarding Subscription membership area.

9.7. Please note recurring payments will be debited against the card details or invoice details provided by the customer at the point of securing the booking. If for any reason a card payment should fail the customer will receive a notification email advising there has been a problem with the payment e.g. the card has expired. If card details change, or should you want to switch payment to another card, you can either manage subscription payment details within your Services For Education customer account or contact the office for assistance in making any required changes. If paying by invoice your subscription will be renewed on the invoice date each year – invoices should be paid in full within 30 days of this date. Non payment will result in termination of your subscription.

9.8. Once card payment has been received both Services For Education and the customer will receive email confirmation that the request has been processed successfully. You are always welcome to contact us should you be unsure of any details. Your legal rights are not affected.

9.9. If the subscription is being paid for by someone other than you, you are responsible for informing that person of our payment policies and deadlines and for relaying any communication with regard to re-booking or payments of any sort.

9.10. We will email you 28 days in advance of your membership renewal date to put you on notice that your membership will automatically be renewed unless you cancel it.

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9.11. If you arrange membership on behalf of other members (for example, you are an administrator signing up a school and its teachers), the organisation you are signing up on behalf of will be responsible for all use of the website and Membership resources by those other members. Membership belongs to the organisation you are signing up on behalf of (for example, the school) and all log-in details provided to access the membership resources are issued to individual Members on behalf of that organisation. If an individual moves on (for example, moves to another school), that member's login must be disabled and can no longer be used by that individual. For the avoidance of doubt, membership for organisations are typically for the use of its employees (i.e. teaching or academic staff) only and not for the use of students.

9.12. By becoming a member, you agree not to distribute member only resources to non-members for any purpose, unless you have our explicit written permission.

9.13. Members are not permitted share their own login details.

### 10. VOUCHERS

10.1. For business Customers, at the commencement of membership and following payment of membership fees, a defined number of Advantage Package vouchers (as per outlined in the product description) will be issued to the Customer. The value of the Advantage Package vouchers is the value applied at the commencement of the 12 month membership period, notwithstanding any changes to the membership offer during the membership period.

10.2. A Customer to whom a voucher has been issued may apply the voucher to the purchase of events (at their full advertised price) both during the period of their membership and the period after which membership has expired subject to clause 10.3.

10.3. Advantage Package vouchers are only valid for 12 months from the date of allocation. Unused Advantage Package vouchers cannot be rolled over into any subsequent membership period.

10.4. Advantage Package vouchers are only redeemable by the Customer to whom they are issued. They are not transferable to anyone else.

10.5. Where Advantage Package vouchers have been used to pay for an event, and the Customer cancels attendance at the event, no refund or replacement Advantage Package voucher will be issued to the Customer.

10.6 If Services For Education cancels an event to which an Advantage Package voucher has been applied, the voucher will be re-credited to the Customer and will be available to apply to a new event within the membership range

10.7. Advantage Package vouchers may be applied to the purchase of products listed on SFE's website, by business Customers, but excluding the following products: music teaching, safeguarding subscription and any product already offered at a discounted rate.

10.8. Advantage Package vouchers may not be used in conjunction with any other offer.

10.9. Vouchers have no cash redemption value and cannot be exchanged for cash.

10.10. We accept no responsibility for lost or stolen vouchers.

## 11. GOODS

11.1. There are occasions where we will redirect you to a third party provider for goods for sale, the purchase of which may benefit SFE financially. We are not responsible for the content of such third party websites and any contract that you enter into via that third party website is between you and that third party and subject to that third party's terms and conditions.

## 12. ADDITIONAL TERMS OF USE

12.1. By using our website, you are agreeing to be bound by these Terms and Conditions and by our Privacy Notice <https://servicesforeducation.co.uk/privacynotice>. We may amend these Terms and Conditions or our Privacy Notice at any time by posting changes on the website, and without giving you prior notice. If you continue to use the Website or continue your Membership after we have posted any change to these Terms and Conditions or our Privacy Notice, you will be agreeing to any such changes.

12.3. We may, from time to time, monitor or record any use that you or anyone else makes of this Website. Sample calls will be made to Members to ensure usage is in line with the terms and conditions.

12.3 You must not attempt to circumvent the security features of the Website, or tamper with, hack into, or in any other way disrupt or disable any computer system, server, website, router or other device used to host the Website or the Services or make them available.

## 13. PERSONAL DATA

13.1. Services For Education will use the customer's personal data to process your booking.

13.2. Subject to clause 13.1, we will only use your personal data in accordance with our Privacy Notice which is available to view on our website at: <https://servicesforeducation.co.uk/privacynotice>

13.3. Our Privacy Notice also contains details of your right to withdraw your consent, to update your preferences, to request further information and to make a complaint.

## 14. LIMITATIONS ON LIABILITY

14.1. Where you are a consumer Customer we honour our legal duty to provide you with products and services that are as described to you on our website and that meet all the requirements imposed by law.

14.2. **Our liability to consumers.** We're not responsible for losses you suffer caused by us breaking this contract if the loss is:

a) Unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).

b) Caused by a delaying event outside our control.

c) Avoidable. Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.

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14.2. Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in Our liability to businesses. If you're a consumer we don't compensate you for these losses.

14.3. **Our liability to businesses.** If you're a business, then, except in respect of the losses described in clause 14.4:

- a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for products and services under such contract.

14.4. Losses we never limit or exclude. Nothing in these terms shall limit or exclude our liability for:

- a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- b) fraud or fraudulent misrepresentation;
- c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- d) defective products under the Consumer Protection Act 1987; or
- e) any matter in respect of which it would be unlawful for us to exclude or restrict liability

14.5. No implied terms about goods. Except to the extent expressly stated in Your rights if you are a business, we exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982.

### 15. COMPLAINTS

15.1. If you are dissatisfied with any aspect of the event or service provided, level of customer service or Services For Education's performance of this agreement, please send your complaint to the Head of School Support in writing by emailing: [hello@servicesforeducation.co.uk](mailto:hello@servicesforeducation.co.uk). Any determination made by Services For Education arising from the terms shall be final.

### 16. BESPOKE IN-HOUSE EVENTS

16.1. In addition to events organised by Services For Education, we offer Bespoke In-House Events to business Customers only.

16.2. Enquiries regarding Bespoke In-House Events should be made by emailing [hello@servicesforeducation.co.uk](mailto:hello@servicesforeducation.co.uk)

16.3. Inform the trainer of any \*partner schools / settings present in the Bespoke In-House Event in addition to those from the customer's setting, prior to the specified input; the customer is not allowed to advertise and resell places on the bespoke course to other organisations either directly or indirectly through a third

party.

\*Partner school/setting would be defined as another establishment in a formal legal association with the purchasing school including other schools within the purchaser's MAT.

16.4. By booking a Bespoke In-House Event, customers agree to:

- a) Provide an appropriate training space and equipment as required, including internet access when required;
- b) Provide an accurate register of attendees to the trainer before the end of the Bespoke In-House Event for the purpose of billing;
- c) Inform the trainer of any other schools or settings present in the Bespoke In-House Event in addition to those from the customer's setting, prior to the specified input;
- d) Ensure all materials provided in connection with the Bespoke In-House Event are not shared outside of the Customer's setting without explicit permission from the Trainer;
- e) Ensure attendees do not film or audio record the training session;
- f) Ensure that attendees who take photographs of slides and course materials do so only for individual personal use and do not share within or external to the organisation either as a hard or electronic copy and shall not modify, alter, add to, replace, transfer, resell, disassemble, or reverse engineer the materials in any way.

16.5. In addition please note:

- a) Bespoke In-House Events are charged at a per attendee rate. Prices quoted at the time of booking are indicative, and the final charge may increase following the submission of an attendee register after the session if additional attendees are present.
- b) If fewer attendees attend the Bespoke In-House Event than quoted for then the customer will still be required to pay the quoted price as a minimum payment.
- c) All materials, both electronic and hard copy, used in connection with the Bespoke In-House event are the intellectual property of, and copyright by, Services For Education and as such must not be reproduced without permission.

16.6. Cancellation of a Bespoke In-House Event

- a) Any cancellations must be confirmed in writing by emailing: [hello@servicesforeducation.co.uk](mailto:hello@servicesforeducation.co.uk)

Written cancellations made more than 12 weeks prior to the agreed date of the Bespoke In-House Event will not be charged.

- b) Written cancellations made less than 12 weeks, but no less than 6 weeks, before the agreed date of the Bespoke In-House Event will remain liable for 50% of the invoice amount.
- c) Written cancellations made less than 6 weeks before the date of the Bespoke In-House event will

remain liable for the full invoice amount.

16.7. Invoices for Bespoke In-House Events will be issued within 7 days of delivery of the event. Where a sequence of Bespoke In-House Events has been booked, an Invoice for full payment for all events will be issued within 7 days of the first event. Payment must be made within 30 days.

16.8. Cancellation by Services For Education

If, for whatever reason, Services For Education are unable to deliver the Bespoke In- House Event on the agreed date(s), Services For Education undertakes to notify the customer as soon as possible and arrange an alternative date. If a new delivery date is not possible then any charges or fees will be negated.

## **KCSiE 2025 COMPLIANCE**

As a third party working in your setting, we offer the following confirmation to enable you to fulfil your responsibility to maintain a single central record in accordance with KCSiE 2025:

- All staff employed by Services For Education working in regulated activity have been recruited in accordance with the guidance issued by the Safer Recruitment Consortium and that contained within KCSiE 2025
- We confirm identity checks have been carried out for all SFE employees
- A standalone children's barred list check has been completed for all SFE staff working in your setting
- An enhanced DBS has been obtained by SFE for all our staff working in your setting
- A prohibition check has been completed for all our staff working in your setting
- An overseas check has been carried out for those who have worked outside the UK
- Qualification checks
- A right to work in the UK check

Services For Education can confirm all checks yielded satisfactory results and there are no concerns for any SFE staff working in your setting.

Services For Education employee details are held by us, there is no requirement for you to obtain copies of certificates or checks for you to fulfil your duty of maintaining a single central record.

All Services For Education staff carry an SFE ID badge. This badge has an SFE approved photograph and their DBS number. Therefore, schools and colleges are encouraged to check the ID badge to reassure themselves that the person presenting themselves for work is the same person on whom the checks have been made. SFE staff working in your setting will not be able to provide any additional information other than their ID badge and a letter issued by SFE confirming all checks have been completed. This letter provides sufficient information for you to be satisfied that SFE has acted with due diligence and in accordance with guidance contained within KCSiE 2025. Your school or college may wish to hold a copy of this letter for your records. In the event of any concerns that the person presenting themselves is not the SFE employee pertaining to the ID badge, schools and colleges should implement their own safeguarding procedures for this along with reporting the concern to SFE.

## **17. GENERAL**

17.1. **Entire agreement.** This clause 17.1 applies to business Customers only.

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a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

17.2. **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

17.3. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

### 17.4. Notices.

a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at SFE's registered office or in the case of a notice to the Customer at the address given in the Music Order Form; or sent by email to the address specified in the Music Order Form in the case of the Customer or to [music@servicesforeducation.co.uk](mailto:music@servicesforeducation.co.uk) in the case of SFE.

b) Any notice or communication shall be deemed to have been received:

i) if delivered by hand, at the time the notice is left at the proper address;

ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

iii) if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 10.7(b)(iii) business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

c) This clause 17.4 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

17.5. **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract and the rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

17.6. **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed

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in accordance with the law of England and Wales.

17.7. **Jurisdiction.** Business Customers irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation. Customers who are consumers can bring claims against SFE in the English Courts, and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against SFE in the courts of the country you live in and SFE can bring claims against you in the country you live in.

### 18. Safe Environment & Conduct

18.1. **Zero Tolerance Policy.** We are committed to providing a safe and respectful environment for our employees, customers and 3<sup>rd</sup> party organisations that we work with. We ask that you interact with our staff and other clients with courtesy and respect at all times. Likewise we expect the same from them when interacting with you.

18.2. **Prohibited Behaviour.** We will not tolerate any form of sexual harassment towards or from our employees, customers and 3<sup>rd</sup> party organisations this includes, but is not limited to, any unwelcome verbal, non-verbal, or physical conduct of a sexual nature.

18.3. **Right to Refuse Service.** We reserve the right to immediately suspend or terminate services, remove individuals from our premises, or close accounts without a refund if, in our sole discretion, an individual's behaviour is found to be inappropriate, harassing, abusive, or otherwise violates this policy.