

Online CPD Course Terms and Conditions

These terms and conditions apply to Services provided by A.S.Neill Summerhill CIC (company number 13049201) of Summerhill School, Leiston, Suffolk, IP16 4HY UK (“A.S.Neill Summerhill CIC” or “we” or “us”).

You may contact us at asneillsummerhillcic@gmail.com

These terms and conditions are in addition to the Website Terms and Conditions and Privacy Policy and apply to the sale of the Online CPD Course running from the 27th of September 2025 to the 30th of November 2025. Please read these terms and conditions carefully before purchasing this Online CPD Course and print off a copy for your records.

If there is any conflict between our Website Disclaimer and these terms and conditions, then the conflict shall be resolved by applying the following order of priority:

1. Online CPD Course Terms and Conditions;
2. Website Terms and Conditions and Privacy Policy

For purchase requests placed either through our website or through emailing us with your request to purchase our Services and submitting your Purchase Request Form, by clicking “I have read and I accept the Terms and Conditions of this online CPD course” you agree to the terms of this agreement, which will bind you. If you do not agree to these terms and conditions, you must cease to continue to purchase any Services from us.

1. Definitions

“Confidential Information” means information provided by one party to the other in written, graphic, recorded, machine readable or other form concerning the business, clients, suppliers, finances and other areas of the other party’s business or products, including, without limitation, the Course Materials, but does not include information in the public domain other than through the default of the party disclosing the information, information required to be disclosed by any court or regulatory authority, or any information already in the possession or control of the disclosing party.

“Course Materials” means the information provided by A.S.Neill Summerhill CIC to accompany the Online CPD Course provided as part of the Services in hard copy or electronic form.

“Fees” means the fees paid by you to A.S.Neill Summerhill CIC for the Services.

“Intellectual Property Rights” means copyright, rights in or relating to databases, patent rights, performers’ rights, designs and registered designs, trademarks, rights in or relating to Confidential Information and other intellectual property rights (registered or unregistered) throughout the world.

“Services” means the provision of the Online CPD Course and/or the Course Materials together with such other services as agreed from time to time and purchased by you through the Website.

“Online CPD Course” means a course delivered by us from the 27th of September 2025 to the 30th of November 2025, and to which you attend online.

“Website” means www.asneillsummerhillcic.co.uk

“You” means the individual purchasing the Services.

2. The Services

2.1. A description of the Services, together with the dates on which the Services will begin, are available on our Website. We will provide the Services with reasonable care and skill in accordance with the description set out on the Website.

2.2. We reserve the right to vary or withdraw any of the Services described on the Website without notice.

2.3. We expect you to confirm that the Services you are purchasing will meet your needs. We do not make any guarantee to you that you will obtain a particular result, professional qualification or employment opportunity from your purchase and completion of any of the Services.

2.4. Upon completion of the Online CPD Course and provided that you will attend all 12 live sessions included in it, you will be eligible to receive a certificate of attendance. If, due to important reasons, you are prevented from attending up to 4 live sessions, you may still be able to maintain your eligibility for a certificate of attendance if you meet both of the following conditions:

- Watch the video recordings of any sessions you missed, and
- Successfully complete the homework assigned to you with regard to the live sessions you missed. The successful completion of the homework assigned to you by us, will depend on whether you will submit the homework requested within the timeframe requested by us and on whether we will decide that the quality of your homework is sufficient enough to justify us granting you a certificate of attendance. It is entirely at the discretion of A.S.Neill Summerhill CIC to decide whether the quality of your homework is sufficient for a certificate of attendance and therefore, if you miss up to 4 live sessions

we reserve every right to refuse to grant you a certificate of attendance even if you submit to us all the homework requested.

2.5. If, for any reasons, you miss more than 4 live sessions, you will immediately stop being eligible for receiving a certificate of attendance from this course.

2.6. If at any point during this course, we terminate these terms and conditions with you and cease to provide you with any Services in accordance with clause 9 below, you will immediately stop being eligible for receiving a certificate of attendance from this course.

3. **Ordering Services**

3.1. In order to purchase the Services of the Online CPD Course you must visit our website or email us with your request to purchase our Services and submit your Purchase Request Form and purchase a ticket to the Online CPD Course through one of the following payment options:

- One-off Payment: Pay the course fees in one go by the end of 26th of September 2025.
- 3-Instalments Plan: Pay the course fees in 3 instalments as follows: 1st instalment by the end of 12th of September 2025; the 2nd instalment by the end of 26th of September 2025; and the 3rd instalment by the end of 24th of October 2025.
- 2-Instalments Plan: Pay the course fees in 2 instalments as follows: 1st instalment by the end of 26th of September 2025; and 2nd instalment by the end of 24th of October 2025.

3.2. If you choose to pay the fees through either of the two instalments plans available for the Online CPD Course, we will reserve you a place in the Online CPD Course after we receive the payment of your first instalment. You must pay the last instalment of the payment plan you have chosen up to and including the 24th of October 2025. If we do not receive the last instalment of the payment plan you have chosen by midnight on the 24th of October 2025, your order will be considered cancelled by you and therefore, we will cease to provide you with any Services and process your cancellation in accordance with clause 4.4. below.

3.3. When you place an order for a Service via the Website or by submitting a Purchase Request Form, you are offering to purchase the Services on these terms and conditions. A.S.Neill Summerhill CIC reserves the right to cancel or decline your order or any part of your order at any time until it has been confirmed in accordance with clause 3.5. below.

3.4. Following receipt by us of your order for Services via the Website or by submitting a Purchase Request Form we will contact you confirming receipt of your order.

3.5. A legally binding agreement between us and you shall come into existence when we have:

(a) accepted your offer to purchase Services from us by sending you an email confirming the purchase; and

(b) received payment of the relevant Fees or instalments of the Fees from you in accordance with clauses 3.1 above and 5 below.

4. **Cancellation, Variation and Refund**

4.1. In the unlikely event of cancellation of the Online CPD Course by ourselves for reasons considered 'Force Majeure' as defined below, we will endeavour to offer you a course on the same or similar topic online at an alternative date.

4.2 In the unlikely event of cancellation of the Online CPD Course by ourselves due to insufficient numbers to run the Online CPD Course or other reasons not considered 'Force Majeure', we shall offer you a course credit to the value of the Online CPD Course cancelled in order to attend an online course at an alternative date or offer you 100% refund less the administration fee set out in clause 5.5.

4.3. Cancellation by you until the 12th of September 2025:

1. If you cancel your order before the 12th of September 2025 and within 48 hours after purchasing your ticket, you will be eligible for 100% refund less the administration fee set out in clause 5.5.
2. If you cancel your order before the 12th of September 2025 and over 48 hours after purchasing your ticket, you will be eligible for 60% refund less the administration fee set out in clause 5.5.

4.4. Cancellation by you after the 12th of September 2025:

1. If you cancel your order after the 12th of September 2025, you will not be eligible for a refund.

4.5. If you are unable to attend the Online CPD Course, you can transfer your ticket to someone else, provided they are eligible to attend this seminar. If you want to transfer your ticket to someone else you have to contact us in writing via email to office@asneillsummerhillcic.co.uk

4.6. Notwithstanding clauses 4.3 and 4.4. there is no other right to cancel or vary your purchase of Services and any other cancellation and / or variation of course dates will be at the entire discretion of A.S.Neill Summerhill CIC.

5. Fees

5.1. The Fees for the Services shall be as set out on the Website at the time you placed an order for them.

5.2. Fees for the Service selected by you on the Website or on the Purchase Request Form shall be paid into our bank account or debited from your credit / debit card at the time of purchase. The relevant Fees or instalments of the Fees in accordance with clause 3.1 above must be paid prior to you attending the Online CPD Course.

5.3. Any fees charged by your banking, debit or credit card provider in connection with your purchase of Services are for your own account and A.S.Neill Summerhill CIC shall not be responsible for these.

5.4. You shall be responsible for all costs you incur in connection with your attendance at the Online CPD Course.

5.5. The administration fee of the Online CPD Course administration is £25.

6. Liability

6.1. Although A.S.Neill Summerhill CIC aims to provide the Services to the highest standards of the industry, neither it, nor its trainers accept any liability for (i) any inaccuracy or misleading information provided in the Online CPD Course or Course Materials and any reliance by Client on any such information, (ii) any loss or corruption of data, (iii) any loss of profit, revenue or goodwill, or (iv) any indirect, special or consequential loss arising from any breach of the terms of this Agreement.

6.2. Except to the extent that they are expressly set out in these terms and conditions, no conditions, warranties or other terms shall apply to the Services. Subject to clause 6.5. no implied conditions, warranties or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description).

6.3. We are only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. We do not accept liability if we are prevented or delayed from complying with our obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do, or is due to events which are beyond our reasonable control.

6.4. Subject to clause 6.5. below, A.S.Neill Summerhill CIC's total liability arising from or in connection with these terms and conditions and in relation to anything which we may have done or not done in connection with these terms and conditions and the delivery of the Service (and whether the liability arises because of breach of contract, negligence or for any other

reason) shall be limited to the Fees received by us in connection with the relevant Online CPD Course in relation to which a dispute has arisen.

6.5. Nothing in this Agreement shall exclude or limit A.S.Neill Summerhill CIC liability for (i) death or personal injury caused by negligence, (ii) fraudulent misrepresentation or (iii) any other matter which under English law may not be limited or excluded.

6.6. No claim may be brought more than six months after the last date on which the Services concerned have finished or ceased to be provided by us.

7. Intellectual Property

7.1. All Intellectual Property Rights in the Course Materials and the speeches made by trainers at the Online CPD Course are, and remain, the intellectual property of A.S.Neill Summerhill CIC or its licensors, whether adapted, written for or customised for the Client or not.

7.2. You are not authorised to:-

(i) copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of the Course Materials without prior written permission;

(ii) record on video or audio tape, relay by videophone or other means the Online CPD Course given or or the any of the Course Materials;

(iii) use the Course Materials in the provision of any other course or training whether given by us or any third party trainer;

(iv) remove any copyright or other notice of A.S.Neill Summerhill CIC on the Course Materials;

Breach by you of this clause 7.2 shall allow us to immediately terminate these terms and conditions with you and cease to provide you with any Services, including but not limited to access to the Online CPD Course.

7.3. In consideration of your enrollment to the Online CPD Course, we grant to you a limited, non-transferable, non-exclusive licence to use the Course Materials in respect of the Online CPD Course for the sole purpose of attending the Online CPD Course.

8. Confidentiality

8.1. Each party shall keep the other party's Confidential Information strictly confidential and not use it otherwise than for the purposes of these terms and conditions, and shall return it on demand and not retain copies of it.

8.2. Either party may disclose Confidential Information to its legal and other advisors for the purposes of obtaining advice from them.

8.3. This clause shall continue notwithstanding termination of these terms and conditions.

9. Termination

9.1. We shall be entitled to terminate these terms and conditions and cease to provide you with any Services with immediate effect in the event that you:

1. fail to pay when due your Fees;
2. act in an aggressive, bullying, offensive, threatening or harassing manner towards any employee of A.S.Neill Summerhill CIC, any teacher or lecturer who provides the Online CPD Course, any other staff working during the Online CPD Course or any participant who attends the Online CPD Course;
3. steal or act in fraudulent or deceitful manner towards any employee of A.S.Neill Summerhill CIC, any teacher or lecturer who provides the Online CPD Course, any other staff working during the Online CPD Course or any participant who attends the Online CPD Course;
4. intentionally or recklessly damage the property of any employee of A.S.Neill Summerhill CIC, any teacher or lecturer who provides the Online CPD Course, any other staff working during the Online CPD Course or any participant who attends the Online CPD Course;
5. commit any criminal offence committed during the Online CPD Course or where the victim is any employee of A.S.Neill Summerhill CIC, any teacher or lecturer who provides the Online CPD Course, any other staff working during the Online CPD Course or any participant who attends the Online CPD Course;
6. are in breach of these terms and conditions.

9.2. On termination clause 6 (liability), 7 (intellectual property rights), 8 (confidentiality) and 10 (restrictions) shall continue notwithstanding such termination.

10. Restrictions

Any Services provided by us under these terms and conditions are personal to you and cannot be transferred or assigned to any other person.

11. Entire Agreement

These terms and conditions, the Website Terms and Conditions and the Privacy Policy are the entire agreement between the parties and supersede any prior agreements and arrangements, whether written or oral. You confirm that you have not relied on any representations in entering into these and any other terms and conditions with us. Nothing in this clause or terms and conditions shall limit liability for any fraudulent misrepresentation.

12. **Force Majeure**

A.S.Neill Summerhill CIC shall not be liable to you for any breach of its obligations or termination under these terms and conditions arising from causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, volcanoes and other Acts of God, terrorism, strikes, delay caused by transport disputes, failure to provide a course caused by a death in the trainer's family, illness of the trainer, Government edict or regulation.

13. **Assignment**

We may assign, transfer, sub-contract any of our rights or obligations to any third party at our discretion.

14. **Data Protection**

14.1 The nature of the Services provided by us means that we will obtain, use and disclose (together "Use") certain information about you ("Data"). This statement sets out the principles governing our Use of Data. By purchasing the Services you agree to this Use.

14.2 When you purchase your ticket to our Online CPD Course and you submit your Personal Details Form you will need to provide certain Data such as your contact details and professional background. We will store this Data and use it to contact you, provide you with details of the Services you have purchased and otherwise as required during the normal provision of the Online CPD Course.

14.3. Our products may link to third party websites and we are not responsible for their data policies or procedures or their content.

14.4. A.S.Neill Summerhill CIC endeavours to take all reasonable steps to protect your personal Data but cannot guarantee the security of any Data you disclose. You accept the inherent security implications of being and transacting on-line over the internet and will not hold us responsible for any breach of security.

14.5. If you wish to change or update the data we hold about you, please email office@asneillsummerhillcic.co.uk.

15. **Law and Jurisdiction**

This Agreement is subject to English law and the parties submit to the exclusive jurisdiction of the English courts in connection with any dispute hereunder.

16. **Notices**

You can contact us by any of the following methods:

Email: office@asneillsummerhillcic.co.uk

Post: A.S.Neill Summerhill CIC, Summerhill School, IP164HY, Leiston, Suffolk, United Kingdom