

EDD AGREEMENT TERMS AND CONDITIONS

1. This is a legally binding agreement between (1) the school (“We”, “Us”, “Our”), (2) You and (3) Nest Management Limited (“NEST”).
2. We have agreed to teach the Student(s) the tuition subject as agreed, and You have agreed to pay the fees as set out above (the “**Tuition Fees**”) for such tuition. NEST is our agent responsible for the administration and collection of Tuition Fees and will collect Tuition Fees monthly in advance on Our behalf by Direct Debit. NEST also acts as our agent for the service of any notice to cancel or suspend this agreement in accordance with paragraphs 9 to 14 below.
3. By electronically signing this agreement and the direct debit mandate form, You agree to pay to Us the Tuition Fees, and instruct NEST to collect the Tuition Fees by Direct Debit from Your Bank Account in accordance with this agreement.
4. We may amend Tuition Fees from time to time. You will be notified in writing by NEST at least 10 days before any such amended Tuition Fees are taken by Direct Debit from Your bank account by NEST.
5. Tuition Fees are due to be paid and will be collected by Direct Debit from Your bank account by NEST on each Payment Date as set out above. If any Student fails to attend any tuition class Tuition Fees remain payable, and no refund will be given in respect of any Tuition Fees relating to tuition classes that a Student has not attended.
6. We may agree with You from time to time for other fees (other than Tuition Fees) to be charged and such fees will be collected by NEST by Direct Debit from Your bank account on a Payment Date. You will be notified in writing by NEST at least 10 days before any such other fees are taken by Direct Debit from Your bank account by NEST.
7. If a Student suffers a temporary injury or illness which a doctor or other appropriate medical practitioner certifies as meaning that Student is temporarily unable to take part in tuition as agreed payment of Tuition Fees for that Student will be suspended on the date that such a certification is received by NEST until the expiry of such temporary injury or illness as so certified, and You will not be liable to pay any Tuition Fees for that Student during the period of such suspension.
8. This agreement shall commence on the date that it is signed by You, and shall continue until it is cancelled by You, Us or NEST in one of the ways set out in paragraphs 9 to 14 below.
9. You may cancel this agreement in relation to all or certain of the Student(s) by giving NEST not less than one full calendar month’s notice of Your intention to cancel. This means that once You have given a cancellation notice You will remain liable to pay Tuition Fees (for such Student(s)) for the calendar month in which notice is given and for all of the next following calendar month.
10. If a Student dies this agreement will be cancelled (so far as it relates to that Student) on the date of death, and subject to NEST being notified of such death You will not be liable to pay any Tuition Fees (for such Student) following the date of death.
11. If a Student suffers a permanent injury or illness which a doctor or other appropriate medical practitioner certifies as meaning that Student is permanently unable to take part in the tuition this agreement will be cancelled (so far as it relates to that Student) on the date that such certification is received by NEST, and You will not be liable to pay any Tuition Fees (for such Student) following such cancellation date.
12. If You fail to pay any Tuition Fees or other fees on the relevant Payment Date in relation to all or certain of the Student(s), NEST may cancel this agreement by giving You not less than one full calendar month’s notice of its intention to cancel. This means that once NEST have given You a cancellation notice You will remain liable to pay Tuition Fees (for such Student(s)) for the calendar month in which notice is given and for all of the next following calendar month.
13. We or NEST may cancel this agreement at any time by giving not less than one calendar month’s written notice to You. You will remain liable to pay Tuition Fees until the expiry of such notice. This means that once We or NEST have given You a cancellation notice You will remain liable to pay Tuition Fees for the calendar month in which notice is given and for all of the next following

calendar month.

14. You may at any time in accordance with the Direct Debit Guarantee cancel Your Direct Debit instruction to NEST. If You do this before You have cancelled this agreement in accordance with paragraphs 9 to 13 above You will remain liable to continue paying Tuition Fees and other fees you have agreed to pay under paragraph 6 until such time as You have cancelled this agreement in accordance with paragraphs 9 to 13.
15. If you have any questions regarding NEST'S use of your personal data, or you wish to serve notice on NEST to cancel or suspend this agreement, you may contact NEST by any of the following methods: telephoning NEST on +44 (0)115 945 5030; emailing NEST on enquiries@nestmanagement.co.uk or writing to NEST at Unit 3.2 Wilford Business Park, Ruddington Lane, Nottingham, NG11 7EP. **A copy of NEST's Privacy Policy is also available at <https://www.nestmanagement.co.uk/privacy-policy>.**
16. We or NEST may serve a notice on You to cancel this agreement by emailing you or writing to you at your email address / postal address provided by You in completion of this Direct Debit mandate or any alternative address provided to Us or NEST by You from time to time. Any such notice will be effective when the email has been sent by Us or NEST.
17. In the event of a conflict between the terms of this Agreement and any other terms and conditions supplied by Us to You ("**Our Terms**"), the provisions of Our Terms shall prevail over the terms of this Agreement.
18. These terms of this Agreement, its subject matter and its formation, are governed by English law and proceedings may be brought in the English courts. However, if you are a resident of Scotland, you may also bring proceedings in Scotland and if you are resident of Northern Ireland, you may also bring proceedings in Northern Ireland.

Registered in England No: 03928678

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APPROVED BY:

DIRECTOR OF IT

DATE: