

TERMS AND CONDITIONS: TEACHER CPD WORKSHOPS

This page tells you the terms and conditions (“**Terms**”) on which you can make a booking. Please read these Terms carefully before you book. You should understand that by making a booking, you agree to be bound by these Terms.

You should print a copy of these Terms for future reference.

1 YOUR BOOKING

If you book on these Terms or at all, you are contracting with Philip Allan Publishers Limited trading as Philip Allan Updates. We are registered in England and Wales under company number 01086222 and with our registered office at 338 Euston Road, London NW1 3BH. Our main trading address is Market Place, Deddington, Oxfordshire OX15 0SE, telephone: 01869 336410, fax: 01869 337590. Our VAT number is 205-5053-05.

The person capable of making the booking must possess the legal capacity and authority to enter into a binding contract. You enter the contract on behalf of your school/college (which is the contracting party) and you accept that you have procured that the relevant Terms are complied with by your delegates attending the course.

To make a booking, you can contact us in several ways: directly over the telephone, by mail, by facsimile, by email, on our website or by post. You will then be assigned a booking reference number.

We will send you a full VAT invoice. If any of the details in it are not correct, please inform us immediately. You must pay in accordance with the terms stated on your invoice.

All booking requests are offers and are subject to acceptance by us. You must provide us with an email address so that we can contact you. We will notify our acceptance to you by sending you an email that confirms that the booking has been made. The email you will receive will contain a copy of these Terms which, by virtue of your booking, you are deemed to accept. At this point, the contract (“**Contract**”) incorporating these Terms comes into existence.

2 WHAT’S INCLUDED

A full set of detailed notes will be provided for each delegate attending the workshop. Copyright in this material belongs to us or is used by us under the terms of exclusive licences from third parties.

A buffet-style lunch and morning/afternoon teas and coffees will be provided on the day.

3 PRICES AND PAYMENT

The price of the workshops are as quoted on our website and published elsewhere. These prices exclude VAT and reflect any discounts available for making an early booking.

Prices are liable to change at any time, but changes will not affect bookings which we have already accepted and confirmed to you.

Payment is required, in full, no later than 28 days before the workshop. If we do not receive payment prior to the workshop, we reserve the right to cancel your booking. In the event of a late booking (which we define as being less than 28 days before the date of the workshop), payment shall be made as soon as possible (but no later than 7 days after the workshop date in any event).

Venue directions and programme details are *normally* despatched two weeks before the date of the workshop directly to you. We advise you not to book your transport/accommodation until final details have been received in writing. Wasted travel costs will not be refunded. If you do not receive your final details please contact our Sales Department before attending the workshop as details may have changed from those advertised.

4 CANCELLATION POLICY

If it is necessary to cancel a workshop due to unforeseen circumstances after the final confirmation details have been issued, we will provide a full refund of your payment. We will consider reimbursing any reasonable, related travel expense claims upon submission of original vouchers and receipts.

We reserve the right to cancel your booking at any time before the Contract is formed. If we do, we will offer you either a full refund or a transfer to another workshop.

If you wish to cancel your booking, please notify our Sales Department in writing as soon as possible. To cover the cost of processing your cancellation and to compensate us for the risk that we may not be able to resell your place, we make a cancellation charge on the scale shown below. The cancellation charges will be effective from the date of receipt of written communication. The full cost of the booking is payable if you do not cancel your booking and do not attend the workshop.

28 – 21 days prior to date	21 – 8 days prior to date	7 days prior to date
Full refund available	£80.00 + VAT	No refund available

If you are contracting as a consumer (for yourself personally rather than as a school, college or institution), you may cancel a Contract at any time within seven working days, beginning on the day after we accept your booking. In this case, you will receive a full refund of the price paid for the booking, in accordance with our refunds policy set out in the next paragraph.

We will usually refund any money received from you by cheque.

5 EVENTS OUTSIDE OF OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (“**Force Majeure Event**”).

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (but without limitation) the following:

- strikes, lock-outs or other industrial action;
- civil commotion, riot, invasion, nuclear disaster, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- epidemic, pandemic or serious health emergencies or actual or potential adverse weather conditions;
- impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

- inability of any presenter to deliver the workshop due to illness or injury in circumstances in which he/she cannot be replaced;
- the acts, decrees, legislation, regulations or restrictions of any government.

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event. In practice, this will mean that we will postpone the workshop to another date if this is possible and offer you places at the postponed workshop or else, at your option, give you a refund of the price you have paid.

6 CHANGES TO BOOKINGS

Although we do our best not to make changes to our conferences, because these are planned months in advance circumstances may arise which make this unavoidable. We reserve the right to do this at any time. We will inform you as soon as possible of any material changes. If you wish to change any details of your booking we will do our best to help but would normally be unable to change the booking within 14 days of the date of the workshop.

7 OUR LIABILITY

You are advised to read this Term 7 very carefully. Our liability for losses you suffer as a result of us breaking this Contract is limited to the price of the booking together with documented travel expense claims (if any) as mentioned in Term 4.

This does not include or limit in any way our liability:

- for death or personal injury caused by our negligence;
- under section 2(3) of the Consumer Protection Act 1987;
- for fraud or fraudulent misrepresentation;
- for any other matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

We are not responsible for indirect losses which happen as a consequence of the main loss or damage, including but not limited to loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, or waste of management, office, study or teaching time however arising and whether caused by tort (including negligence), breach of contract or otherwise, provided that nothing in these Terms shall prevent claims for loss of or damage to your tangible property caused by our breach of contract, negligence or default.

8 COMPLAINTS

If you have a complaint whilst attending a workshop please notify our representative at the event who will endeavour to assist you and use his/her reasonable efforts to resolve the problem immediately. If you are still not satisfied, or there is any other aspect you are not happy with, you must write to Customer Services at the address given in your correspondence. Please write your booking reference number on your letter and include your daytime telephone number. If you do not give us the opportunity to resolve any problem at the event, then we may not be able to deal positively with any subsequent complaint. Please submit any complaint within 28 days of the workshop and give us sufficient time to investigate it properly.

9 HEALTH AND SAFETY POLICIES

For workshops, admittances by registration, you will be asked to sign for your attendance and that of all your delegates. We ensure that all venues are properly insured.

It remains the responsibility of your school or college to ensure compliance with its own health and safety policies and safeguarding procedures at all times throughout your delegates' attendance at the workshop.

10 PRIVACY

Please refer to section 7 of our Terms of Website Use. This sets out our privacy policy with respect to any personal information we collect from you in consequence of your booking.

11 TRANSFER OF RIGHTS AND OBLIGATIONS

You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

12 WAIVER

If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default.

No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you.

13 SEVERANCE

If any of these Terms or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining Terms and provisions which will continue to be valid to the fullest extent permitted by law.

14 ENTIRE AGREEMENT

The Contract on these Terms constitutes the whole agreement between us and supersede any previous arrangement, understanding or agreement between us, relating to the subject matter of any Contract.

We each acknowledge that, in entering into a Contract, (and the documents referred to in it), neither of us relies on any statement, representation, assurance or warranty of any person (whether a party to that Contract or not) other than as expressly set out in these Terms. Each of us agrees that the only rights and remedies available to us arising out of or in connection with such a representation shall be for breach of contract as provided in these Terms. However nothing said in this paragraph above shall limit or exclude any liability for fraud.

15 RIGHTS OF THIRD PARTIES

A person or organisation which is not a party to these Terms or to any Contract shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

16 OUR RIGHT TO VARY THESE TERMS

We have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods and changes in relevant laws and regulatory requirements.

You will be subject to the policies and Terms in force at the time that you make any booking, unless any change to those policies or these Terms is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these Terms before we confirm your booking (in which case we have the right to assume that you have accepted the change to the Terms unless you notify us to the contrary within seven working days before your workshop begins).

17 LAW AND JURISDICTION

Contracts for any booking and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

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