



# Leading Learning Forward Teaching School Alliance

## **Terms & Conditions For Events in 2018-19**

Effective from 1<sup>st</sup> September 2018

**Version 7**

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## Terms & Conditions for Events in 2018-19

### 1. Introduction

- 1.1 The application terms and conditions, published below, apply to all professional development events of Leading Learning Forward Teaching School Alliance from 1<sup>st</sup> September 2018.
- 1.2 Leading Learning Forward Teaching School Alliance reserves the right to amend these terms and conditions at any point, without notice, by publication of new terms on the TSA website.
- 1.3 By accessing any events offered by Leading Learning Forward Teaching School Alliance or any of its partners the applicant is agreeing to all terms & conditions associated with the event including the stated charging and cancellation policies.

### 2. Titles and References

- 2.1 In this document, the following titles and references are used:

**“Applicant”** refers to any person or representative of an organisation in the process of applying for an event, attending an event or seeking to cancel an application for an event.

**“Event”** refers to any course, workshop, personalised support programme, conference etc run by the “Leading Learning Forward Teaching School Alliance”.

**“Leading Learning Forward TSA”** and **“TSA”** refer to the title of “Leading Learning Forward Teaching School Alliance” and its work.

**“CPD”** refers to Continuing Professional Development events.

### 3. Commitment to quality

- 3.1 Leading Learning Forward TSA and its partners are committed to providing the highest quality professional development and training programmes, including:
  - accessible venues
  - expert event facilitators
  - event content which is informed by relevant research and best practice
  - sensitivity to the experience and needs of participants
  - evaluations of event delivery, content and impact.

### 4. Inclusion and equality

- 4.1 Leading Learning Forward TSA makes every effort to ensure that its professional development and training events provide equality of access and meet the needs of

the target audience. The TSA is committed to promoting inclusive practice when working with children and young people. Please let us know if you have any specific needs.

## **5. Application details**

- 5.1 For current event costs and dates, please refer to the Leading Learning Forward TSA website at [www.leadinglearningforward.org.uk](http://www.leadinglearningforward.org.uk). Before applying to attend an event, please ensure you have read the event description to ensure that the event will meet your training needs and that you are able to meet pre-requisites, where stated.
- 5.2 If an event application form is completed by an individual other than the named applicant, it is the responsibility of the employer to ensure the candidate is suitable for the event and has the relevant experience.
- 5.3 Upon receipt of the completed application form and payment, where applicable, places will be authorised and confirmed. Acceptance by Leading Learning Forward TSA of the applicant's application brings into existence a legally binding contract between Leading Learning Forward TSA and the applicant in relation to these terms and conditions. Any term sought to be imposed by the applicant in any purchase order or correspondence will **not** form part of the contract.

## **6. Making an application**

- 6.1 Applications for places at Leading Learning Forward TSA events should be submitted **either** by completing the relevant online application form **or** by contacting the Events Office of Leading Learning Forward TSA as detailed on the website events and contact pages.
- 6.2 Confirmation of the authorised application will be sent out from the Events Office of Leading Learning Forward TSA by email or post within seven working days of receipt. An invoice or notification of an alternative charging and payment process will be sent separately to the applicant's address. Event documentation will be distributed at the time of the event or in advance by e-mail. Upon receipt of a valid and completed application form, the Leading Learning Forward TSA will issue an invoice which will be payable within 30 days.

## **7. Pre-application of places**

- 7.1 Places on every event must be authorised, confirmed and pre-arranged, including those offered free of charge, to ensure that information, training, catering and other resources as well as health and safety requirements are not compromised. An application will only be secured once authorisation has been received.

## **8. Multiple applications**

- 8.1 Leading Learning Forward TSA will be pleased to accept multiple applications from any organisation. In the event that the applicant is unable to attend, an organisation

is permitted to send a replacement (providing they meet any event eligibility requirements). The TSA's Events Office will consider exceptions on a case-by-case basis.

## **9. Allocation of places**

- 9.1 Places will be allocated on a first-come, first-served basis. In the case of over-subscription to an event, a waiting list will operate or, when possible and appropriate, additional session(s) may be organised.
- 9.2. Applications will be confirmed once authorisation and/or payment have been received along with a completed application form. In the event that further applications are made for which payment has been received, they will take priority over provisional applications that remain unpaid by the due date. Full details of the event venue and times will be sent upon authorisation and confirmation of an event application.

## **10. Joining instructions**

- 10.1 Joining instructions, including directions to the venue and timings, will be sent to the delegate by e-mail, within 7 days of the event. Leading Learning Forward TSA will not be responsible for the non-arrival of this information. Any delegate who has not received joining instructions within 7 days of the event should contact the Events Office of Leading Learning Forward TSA.

## **11. Contractual obligations**

- 11.1 The applicant's contract is with Leading Learning Forward TSA. If the applicant requires the invoice for payment to be sent to another person within their organisation, then an alternative contact name, email address and phone number should be provided on the application form. Authorisation and/or payment are required before the start of an event to reserve and confirm a place.
- 11.2 Places will be reserved on a first-come, first-served basis. If authorisation or payment is not received, where due, prior to the start of the event, then the allocated place could be allocated to another applicant.
- 11.3 If the applicant wishes to cancel a place at an event, Leading Learning Forward TSA must be notified in writing; you can do this by email to [LLFevents@northlincs.gov.uk](mailto:LLFevents@northlincs.gov.uk). Only when written notification is received does cancellation become effective. Fees, if applicable, will be in line with the cancellation policy, as detailed below.
- 11.4 Failure to attend an event will be considered a cancellation; in such cases, no refund of the event fee will be made.

## **12. Charges and payments**

- 12.1 Event fees are detailed on the relevant event web page. For both chargeable events and those events offered free of charge, cancellation fees may be applicable as per

the cancellation policy detailed below. Delegates allocated places on multi-session events should attend all sessions, failure to do so could result in cancellation fees levied for all sessions. The event fee includes the following:

- a place on the event;
- access to resources and materials needed at the event (on occasion a specific publication or piece of ICT software may be included in the event fee - this will be clearly advertised in the event outline). Other materials may be available on our website to download;
- tea, coffee and refreshments on arrival and during any breaks at the event.

12.2 Charges may be subject to change.

### **13. Application discounts**

13.1 Multiple delegate application discounts may be offered from time-to-time and in such cases apply to delegates who applied at the same time, on the same event or same combination of events, from the same organisation. They may not be used in conjunction with any other discount or offer.

### **14. Invoicing and payment**

14.1 Payment of event fees must be made on demand, preferably at the time of placing an application, unless a valid, authorised purchase order is submitted with the completed application form or formal authorisation is given to defer payment by the TSA Events Office.

14.2 Payment may be made by **either** journal transfer (North Lincolnshire Council schools and organisations only) **or** cheque payable to the "North Lincolnshire Council" **or** by requesting an invoice and paying within 30 days of the date of issue.

14.3 Invoices will be sent by post or email to the name and address provided on the application form. Invoices must be settled within 30 days or at least one working day in advance of the event, whichever is relevant. Please note that places are not secured until formal authorisation is received and/or payment is received by the TSA Events Office.

14.4 All payment transactions between Leading Learning Forward TSA, North Lincolnshire Council and the applicant are confidential and will not be disclosed to outside parties.

### **15. Late payment**

15.1 If any amount properly due to Leading Learning Forward TSA and/or North Lincolnshire Council under these terms and conditions remains outstanding beyond the due date, Leading Learning Forward TSA may charge interest on the overdue amount in accordance with the Late Payment of Common Debt (Interest) Act 1998.

## **16. Provision of events**

- 16.1 Every attempt will be made to provide the event in the form described on the web page. If there are significant changes (for example, date or venue) the applicant(s) will be notified of these changes.
- 16.2 Leading Learning Forward TSA reserves the right, if necessary, to make alterations to a previously confirmed event, for reasons including but not limited to illness, adverse weather conditions or insufficient demand for the event. In such cases the applicant will be informed as soon as possible.
- 16.3 Where feasible, Leading Learning Forward TSA will offer alternative dates for the event to take place. Leading Learning Forward TSA will have no other liability for changes to any event other than those set out in this condition, and no other claim for compensation or expenses will be considered.
- 16.4 Leading Learning Forward TSA shall under no circumstances be liable for any loss of profit incurred by attending an event. All payment transactions between the Leading Learning Forward TSA and the applicant are confidential and should not be disclosed to outside parties.
- 16.5 If the event, or the sessions within it, is cancelled by Leading Learning Forward TSA, every effort will be made to re-programme the event or session. If this is not possible, the applicant's event fee will be returned.

## **17. Acceptable use of facilities**

- 17.1 In applying for a place at an event, you agree to abide by the following requirements of Leading Learning Forward TSA relating to the use of facilities. They are as follows:
- Leading Learning Forward TSA facilities may not be used to locate, display or transmit any material which is illegal or offensive;
  - Software may not be downloaded nor installed on any computing equipment unless under the explicit direction of Leading Learning Forward TSA event leader;
  - Data may not be imported unless it has been checked for viruses under the explicit direction of the Leading Learning Forward TSA event leader;
  - Food and drink may NOT be brought into the training rooms, unless otherwise stated by the Leading Learning Forward TSA event leader.

## **18. Smoking**

- 18.1 All premises are non-smoking and all delegates are required to adhere to this policy.

## **19. Exclusion**

- 19.1 Leading Learning Forward TSA reserves the right to remove any delegate as a result of disruptive or inappropriate behaviour; such decisions being made at the sole discretion of the event leader. In such circumstances, Leading Learning Forward TSA will not offer any alternative dates or refunds of monies already paid.

- 19.2 Leading Learning Forward TSA and its partners reserves the right to refuse access to event and event facilities and premises where there is reason to believe that a delegate is in breach of these conditions or where a delegate uses threatening, bullying, harassing or disruptive behaviour.
- 19.3 Leading Learning Forward TSA will not be liable for any losses or expense (including event fees and consequential damages) incurred by a delegate arising from such an exclusion. Leading Learning Forward TSA and its partners reserve the right to prevent delegate(s) from taking part in an event which has not been pre-booked.

## **20. Cancellations and changes to applications**

- 20.1 The cancellation policy applies to any applicant who does not arrive for an event for which a confirmed place has been allocated or where the applicant cancels within the timescales detailed below..
- 20.2 Cancellations of confirmed places should be notified, in writing, to the Events Office of Leading Learning Forward TSA.

## **21. Cancellations by event applicants**

- 21.1 When prior notice of non-attendance is given by the event delegate to the TSA Events Office, the cancellation charges can best be summarised as follows:

<b>Notice period prior to event</b>	<b>Replacement available</b>	<b>Cancellation charge</b>
Prior to event	Yes	None
Within 48 hours of event	No	90% of event fee
Within 2 weeks of the event	No	80% of event fee
Within 4 weeks of the event	No	50% of event fee
4 weeks + before the event	No	20% of event fee

- 21.2 In the event that an individual named on the application form cannot attend, Leading Learning Forward TSA will accept substitution of another person on the condition that written notification of the substitution has been received prior to the event date.

## **22. Cancellation and alteration of events by the TSA**

- 22.1 It may be necessary for Leading Learning Forward TSA to change the content and timing of an event, the event leader, the date or the venue. In the unlikely event of the event being cancelled by Leading Learning Forward TSA, a full refund will be made unless the applicant transfers his or her application to an alternative date for the event. For all confirmed applications, the liability of Leading Learning Forward TSA shall be limited to the amount of the fee actually paid to Leading Learning Forward TSA or North Lincolnshire Council by the applicant.



- 22.2 If the event or any part of the event is cancelled by Leading Learning Forward TSA then the TSA Events Office will initially seek to re-programme the dates. If this is not possible, Leading Learning Forward TSA will return any application deposit or fee paid.
- 22.3 Leading Learning Forward TSA reserves the right to vary or cancel an event where necessary. The TSA accepts no liability if, for whatever reason, the event does not take place.
- 22.4 In the event that an individual named on the application form cannot attend, Leading Learning Forward TSA will accept substitution of another delegate on the condition that written notification of the substitution has been received by us prior to the event date and the substitute meets the event application criteria.
- 22.5 If insufficient numbers are registered to attend an event, Leading Learning Forward TSA reserves the right to cancel or postpone the event.
- 22.6 If a TSA event is cancelled, Leading Learning Forward TSA will endeavour to inform all participants a week before the event is due to take place, although this may not always be possible. All event fees paid will be reimbursed in full, or the payment will be transferred in full to another Leading Learning Forward TSA event.
- 22.7 Leading Learning Forward TSA shall not accept liability for any consequential loss and shall have no liability to reimburse any other costs that may have been incurred, including transport costs, accommodation etc.

### **23. Accommodation, catering and travel arrangements**

- 23.1 Organising and financing accommodation and travel plans are the responsibility of the event applicant. A buffet lunch is provided on all full day events unless otherwise stated. The cost is included in the price quoted. Any special dietary requirements need to be notified to the TSA Events Office, when submitting the application form.

### **24. Force majeure**

- 24.1 Leading Learning Forward TSA reserves the right to amend scheduled event dates for reasons including but not limited to illness, adverse weather conditions or insufficient demand for the training event.
- 24.2 Leading Learning Forward TSA shall not be liable to refund of fees or for any other penalty should events be cancelled due to war, fire, strike lock-out, industrial action, tempest, accident, civil disturbance or any other cause whatsoever beyond their control.

## **25. Liability**

- 25.1 The application form constitutes a legally binding contract. The applicant and their organisation are jointly and severally liable for payment of all the fees due to the Leading Learning Forward TSA and North Lincolnshire Council.
- 25.2 To the extent permitted by law, neither Leading Learning Forward TSA nor its event leaders nor any of the organisations supporting the work of Leading Learning Forward TSA will be liable by reason of breach of contract, negligence or otherwise for any loss or consequential loss occasioned to any person acting, omitting to act or refraining from acting in reliance upon the event material or presentation of the event or, except to the extent that any such loss does not exceed the price of the event, arising from or connected with any error or omission in the event material or presentation of the event.
- 25.3 Consequential loss shall be deemed to include, but is not limited to, any loss of profits or anticipated profits, damage to reputation or goodwill, loss of business or anticipated business, damages, costs, expenses incurred or payable to any third party or any other indirect or consequential losses.

## **26. Data protection**

- 26.1 Leading Learning Forward TSA respects an individual's right to privacy and will keep safe any personal details that are provided, in line with UK Data Protection legislation. Leading Learning Forward TSA will only ask an applicant to supply personal details for as long as the applicant is registered as a member of Leading Learning Forward TSA, event delegate or has agreed to be contacted for publicity purposes.
- 26.2 Please be assured that the TSA does not sell or pass on information about individuals to any third parties. Information will only be shared for internal monitoring and evaluation of services and for the purposes of accountability to funding bodies.
- 26.3 Leading Learning Forward TSA may periodically contact you with details of programmes and services that may be of interest to you. Please contact [LLFevents@northlincs.gov.uk](mailto:LLFevents@northlincs.gov.uk) if you do **not** wish to receive such information or communications.

## **27. Summary of terms & conditions**

- 27.1 These terms and conditions, together with the current Leading Learning Forward TSA website prices, event details and contact details, set out the whole of our agreement relating to the supply of the event and associated materials and services to you by Leading Learning Forward TSA. These terms and conditions cannot be varied except in writing signed by the TSA's Director with the consent of the Strategic Board of Leading Learning Forward TSA.

- 27.2 In particular, no terms and conditions incorporated within the purchase order and nothing said by any person on behalf of Leading Learning Forward TSA should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods or services offered for sale by Leading Learning Forward TSA.
- 27.3 Leading Learning Forward TSA shall have no liability for any such representation being untrue or misleading and shall under no circumstances be liable for any loss of profit incurred by attending an event.
- 27.4 Leading Learning Forward TSA reserves the right to amend these terms and conditions at any time.
- 27.5 These terms and conditions are correct as of **1<sup>st</sup> September 2018**.