



## **Place2Be Terms and Conditions for Programme delivery**

### **1. INTRODUCTION**

- 1.1 This page provides you with information about us and the legal terms and conditions ( "T&Cs") on which we provide any of the training courses or conferences (the "Programme") to you.
- 1.2 The T&Cs apply to any contract between you and us for the provision of the Programme to you (a "Contract). Please read this document carefully and make sure that you understand them before committing to the Programme. By signing the Contract, you agree to these T&Cs.
- 1.3 These T&Cs, and any Contract between you and us, are in the English language only.

### **2. INFORMATION ABOUT US**

- 2.1 Place2Be is a charity registered with charity numbers 1040756 (England and Wales) and SC038649 (Scotland), and a private company limited by guarantee registered in England and Wales with registered number 2876150, with our registered office at 175 St John Street, London EC1V 4LW.
- 2.2 We are regulated by the Charity Commission in England and Wales and by the Office of the Scottish Charity Regulator in Scotland. We adhere to the codes of fundraising practice issued by the Institute of Fundraising, which are available at <http://www.institute-of-fundraising.org.uk/code-of-fundraising-practice/>.

### **3. OUR SERVICES**

- 3.1 We will deliver the Programme to you with reasonable skill and care, and we will make every reasonable effort to ensure that the Programme is delivered to you in accordance with the representations made to you. However, we reserve the right to;
  - 3.1.1 change the venue at which the Programme is delivered to another suitable venue nearby;
  - 3.1.2 change the trainer who will deliver the Programme;
  - 3.1.3 reschedule the Programme for another date.

- 3.2 If Place2Be is required to perform any of the acts listed in clause 3.1.1 to 3.1.3, we will ensure we provide sufficient notice.
- 3.3 If we cancel a Service which you have booked, we will provide you with a full refund within 14 days of cancellation.
- 3.4 If you cancel a service which you have booked, you will only be entitled to a full refund if you cancel 4 weeks before the training date, otherwise the following will apply:
- 3.4.1 If you cancel 2 – 4 weeks before the date of training, you will be liable to pay 50% of the full cost plus any expenses already incurred.
- 3.4.2 If you cancel 1-2 weeks prior to training date - you will be liable to pay 75% of the full cost plus any expenses already incurred.
- 3.4.3 If you cancel less than 5 working days before delivery date you will be liable to pay 100% of full fee of training.
- 3.5 We are the owner or the licensee of the content of, and materials used and distributed in the course of the Programme, and we will be the owner of all intellectual property generated as part of the Programme. Except as permitted by law, you may not copy, distribute or display or issue to the public such content and/or materials without first obtaining our written permission.
- 3.6 You agree that the content of, and materials used in, the Programme are our confidential information. You may not disclose them to anyone else without first obtaining our written permission and you must safeguard them as if they were confidential information of your own.

#### **4. DATA PROTECTION**

- 4.1. You acknowledge and agree that Place2Be will routinely collect output and outcome data relating to the Programme in the School, for research and evaluation purposes.
- 4.2. Place2Be will comply with the Data Protection Act 2018 and all other applicable laws and regulations in relation to data protection (including the EU General Data Protection Regulation (GDPR)) and will at all times work within its Data Protection Policy, a copy of which is available on request. Place2Be will only use any personal data collected in the provision of the Programme in accordance with the Contract.

#### **5. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

- 5.1 You confirm that you have authority to bind any business or organisation on whose behalf you sign the Contract.
- 5.2 These T&Cs and any document expressly referred to in them constitute the entire agreement between you and us. You confirm that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in these T&Cs or any document expressly referred to in them.
- 5.3 Each Contract will end on the completion of the Programme being provided under it save in respect of any accrued rights.

## 6. OUR LIABILITY

- 6.1 We only supply the Programme for internal use by your business or organisation, and you agree not to use the Programme for any re-sale purposes.
- 6.2 Nothing in these T&Cs limit or exclude our liability for:
- (a) death or personal injury caused by our negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - (d) defective products under the Consumer Protection Act 1987.
- 6.3 Subject to paragraph 6.2, we will under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with a Contract for:
- (a) any loss of profits, sales, business, or revenue;
  - (b) loss or corruption of data, information or software;
  - (c) loss of business opportunity;
  - (d) loss of anticipated savings;
  - (e) loss of goodwill; or
  - (f) any indirect or consequential loss.
- 6.4 Subject to paragraph 6.2 and paragraph 6.3, our total liability to you in respect of all losses arising under or in connection with a Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Services provided to you under that Contract.

6.5 Except as expressly stated in these T&Cs, we do not give any representation, warranties or undertakings in relation to the Programme. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Programme are suitable for your purposes.

## 7. EVENTS OUTSIDE OUR CONTROL

7.1 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 an Event Outside Our Control. An Event Outside Our Control is defined below in paragraph.

7.2 An "Event Outside Our Control" means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, 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, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

7.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

(a) we will contact you as soon as reasonably possible to notify you; and

(b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Services to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

## 8. COMMUNICATIONS BETWEEN US

8.1 When we refer, in these Terms, to "in writing", this will include e-mail.

8.2 If you wish to contact us in writing, or if any paragraph in these Terms requires you to give us notice in writing, you can send this to us by e-mail to [enquiries@place2be.org.uk](mailto:enquiries@place2be.org.uk) or by pre-paid post to Place2Be at 175 St John Street, London EC1V 4LW. We will confirm receipt by contacting you in writing, normally by e-mail.

8.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

8.4 Please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## 9. OTHER IMPORTANT TERMS

9.1 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

9.2 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

9.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

9.4 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

9.5 These Terms are governed by English law. This means that a Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.