

Edexcel limited booking terms and conditions for customised events

After an initial enquiry has been received, a member of the Business Solutions team will liaise with your centre, school or LA to discuss and clarify your Event objectives, programme content and proposed dates.

1. Once an Event has been confirmed by the centre, school or LA, written confirmation will be provided within 72 hours.
2. Any confirmation or agreement in connection with your Event must be made in writing, (which shall include email), or by contacting the Event Co-ordinator.
3. These Conditions and the written confirmation process referenced in these Conditions constitutes the entire agreement between us and you. By agreeing to these Conditions you acknowledge that you have not relied upon any statement or representation from us save as set out in these Conditions or as stated in writing as part of the confirmation process.
4. We will arrange for materials, as appropriate to the type of event, to be delivered to you 48 hours before the Event. At this point it will be the responsibility of the organiser to confirm the receipt as soon as possible by telephoning or emailing the Event Co-ordinator.
5. Any typographical, clerical or other similar accidental error or omission made by us in respect of your booking shall be subject to correction without any liability on our part.
6. Copyright and all other intellectual property rights for all Training Materials shall remain the property of Edexcel. You agree not to reproduce, sell, hire or copy Training Materials (in whole or in part) and not to use such materials except for the purposes of post-Event reference, within the centre, school or LA.
7. All cancellations of customised training Events must be made in writing to the PD&T department. No cancellation fee will be charged if a minimum of ten calendar days notice prior to the Event is given. Otherwise the full Event fee is liable to be charged.
8. Once the Event is agreed, an invoice will be generated ten days before the Event date. If the Event is in less than ten days, an invoice will be generated immediately.
9. We reserve the right to cancel, suspend, reschedule or otherwise vary the operation of our contract with you if circumstances occur which are outside of our reasonable control and we shall not be responsible for any breach of contract, nor for any loss or damage, resulting from such an action.
10. We agree to provide the Event using our reasonable skill and care. Except as otherwise provided in these Conditions, and except where the booking is made on behalf of a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Where the booking of an Event is made on behalf of a person dealing as a consumer, nothing in these Conditions shall affect his or her statutory rights.
11. Edexcel Trainers will be covered by your centre, school or LA Health and Safety policies and will be liable to abide by your centre, school or LA Health and Safety rules and regulations whilst on your premises.
12. We may (at our discretion) terminate the contract at any stage if it appears to us (acting reasonably) that you have not complied with these Conditions.
13. Nothing in these Conditions shall serve to limit or exclude our liability to you in respect of fraud or death/personal injury caused by our negligence.
14. Our liability to you under or in relation to your Event (whether arising from an action in contract law, tort (including negligence) or otherwise) shall be limited as follows: (a) we shall not be liable to you in respect of any loss of profit, loss of anticipated savings, loss of goodwill or injury to reputation, loss of business opportunity, loss suffered by third parties or any form of indirect, consequential or special loss; (b) our total liability to you shall be limited to the amount of the Price paid by you.
15. If any provision of these Conditions is held to be invalid or unenforceable in whole or in part, the validity of the remaining Conditions shall not be affected.

16. No terms of any contract between us arising from these Conditions is intended to confer a benefit upon or be enforceable by any third party whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

17. These Conditions shall be construed in accordance with English law and you agree to submit to the exclusive jurisdiction of the English Courts.

18. We may change the terms upon which we make future Events available from time to time, and without notice to you, and any subsequent event requests you may make will be subject to current Conditions at the time of booking.