



# Pearson

## Training from Pearson Professional Development and Training Terms and Conditions

Please ensure you read and understand these Terms and Conditions prior to making a booking. Upon making a booking you enter into a contract with Pearson Education Limited, 80 Strand, London WC2R 0RL (“Pearson”, “we” or “us”)

In these terms and conditions we use the word “Events” to mean any professional development or other training service that we may schedule at a fixed time and with one or more facilitators or trainers provided by us, at your school, another venue or live online.

### Quality and standards

Qualification based training events are audio recorded for monitoring and quality purposes. We are committed to ensuring that our training covers only information that is openly available and does not confer an unfair advantage on anyone. We are confident that this is always the case but we may, from time to time, need to demonstrate this to stakeholders in the education sector and so we currently audio record our training. We also use these recordings for monitoring and quality purposes.

### Event booking

Please review all of the information you have submitted or will submit in respect of your booking before you make a booking request.

By submitting a booking request you confirm that all of the information you submit is accurate, true and complete.

When you submit your booking request we will automatically send you written acknowledgement by email confirming that we have received your request. However, we reserve the right to reject any booking request we receive and a contract will only be formed when we send express confirmation of a booking to you by a subsequent email or other written communication.

Bookings will be delayed if full details are not provided when booking the training event. If we accept your booking request and agree to enter into a contract with you, we may keep a record of the transaction for a period of 6 years.

Any confirmation or agreement under or in connection with your booking must be made in writing (which shall include email)

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.

All places on training Events are allocated on a first-come, first-served basis.

## **Joining instructions**

You should receive full joining instructions 10 working days prior to the date of your training Event. If you have not received joining instructions within this period please contact us for further information.

## **Dietary requirements** (Applicable to face-to-face events only)

All dietary requirements are subject to availability at venues. We can only forward dietary requirements to the venues where bookings are received at least 10 working days before the training is due to take place. International training events may provide meals only at the discretion of the region.

## **Special Access Requirements** (Applicable to face-to-face events only)

It is the responsibility of the party making the booking to notify us of any special access requirement any delegates may have. Pearson will pass these on to the venue concerned. Pearson is not liable, however, for the inability of any individual to access the venue premises for any reason.

## Cancellation

In accordance with the provisions of the Consumer Contract Regulations 2013 you may (if you are a consumer for the purposes of those regulations) have the right to cancel your contract with us in respect of the Event. This right of cancellation lasts for a period of 10 working days ("the Cancellation Period") from the day we send you confirmation of the contract between us, unless the Event falls within 10 working days of booking. This right of cancellation shall not affect your statutory rights.

Should you wish to exercise this right of cancellation please send confirmation to the Pearson contact details provided as part of the booking process.

Cancellations within 10 working days of acceptance of a booking request will not be invoiced.

No refunds will be made if a delegate cancels after the Cancellation Period, or if the event falls within 10 working days of booking.

If you wish to cancel you must do so via email to Pearson, which email must include the contact details you provided as part of the purchase process.

Please note that if you are requesting a change to the date of a confirmed in-house event to be delivered at a venue provided by you less than 10 working days before the event then cancellation charges up to a maximum of the value of the total original fee may apply at our absolute discretion in addition to the fee for any re-arranged Event.

## Product training

If you book an Event which is to be held at a venue that you will provide (such as your school, college or work premises), but you do not agree a date with us within 365 days of making your purchase, then we are not obliged to deliver the Event or to offer a refund.

When arranging an in-house Event we will communicate with you using the contact details you provided at the point of purchase. We can only schedule an in-house Event at a mutually convenient time and date if you respond promptly when we correspond with you. If you have not responded after we have made three attempts to contact you, whether via email, telephone, letter or some other means of communication, then we may not make further attempts to contact you and the paragraph above may apply.

## Centre-based training

For the purposes of these terms and conditions “centre-based Training” means training delivered by Pearson at your premises. These Terms and Conditions apply to centre-based training unless stated otherwise.

## Event Booking

After an initial enquiry has been received, a member of the Pearson centre-based training team will liaise with your centre to confirm the content and date of your training event.

Once an event has been confirmed by the centre, written confirmation will be provided by Pearson within 72 hours. We will arrange for materials, as appropriate to the type of Event, to be delivered to you 48 hours before the event.

Pearson trainers (and any other Pearson employees or contractors attending the training event on behalf of Pearson) will be covered by the venues Health and Safety policies and will be liable to abide the venues Health and Safety rules and regulations whilst at the venue. The number of delegates attending the centre-based training should not exceed the number agreed at the time of booking.

## Invoicing

An invoice will be generated by Pearson ten days before the event date.

## Unforeseen circumstances, cancellations and rescheduling by us

Events are subject to cancellation or rescheduling at our discretion. If the Event is cancelled by us, we will credit any Event fees paid by you as soon as possible.

If the time, date, venue or content of the Event is changed by us subsequent to your booking then we will notify you (using the contact details you provided as part of the booking process), in which case:

- If we are providing the venue for the Event, you will then have 3 working days to tell us if you wish to cancel your booking for a full refund. If we do not hear from you within 3 working days your booking will remain in place for the new time/date/venue and you may not subsequently claim a refund.
- If you are providing the venue for the Event, we will try to reschedule the Event, but if we cannot identify a mutually convenient date and time we will cancel you're booking with a full refund.

## Delegate transfers

You may substitute delegates attending Events upon notification to Pearson, at no additional charge. All such requests should be made via email (see “Contacting Us” section).

## Non-attendance

If you book a place at an Event and subsequently do not attend without cancelling in accordance with these terms, the full fee remains payable by you.

## Cancellation

All cancellations of Centre-based Training events must be made in writing to the Centre-based Training team at the email address set out below.

No cancellation fee will be charged if a minimum of 10 working days’ notice is given prior to the event. Otherwise the full event fee is liable to be charged.

## Fees and VAT

Terms are Net 30 Days for Clients with Trading Accounts otherwise payment must be made at time of purchase by Credit/Debit card.

The fee for the training event is stated exclusive of VAT which will be payable, in addition, by you, unless you are VAT exempt.

## Trading Accounts

If we accept your booking, we will generate an invoice for you where there is a fee. You must pay invoices within 30 days of the date of the invoice. You have 10 working days from when we accept your booking to cancel your place (these 10 working days will be included in the standard overall 30 days payment terms).

The fee for the training event is stated exclusive of VAT which will be payable, in addition, by you, unless you are VAT exempt.

## Event objectives

It is the responsibility of the delegates' organisation to ensure that the delegate fully understands the event objectives.

## Training materials (Intellectual property)

Copyright and all other intellectual property rights for all Training Materials shall remain the property of Pearson. 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. You agree not to audio or video record an event or any part of an event using any recording device.

Pearson reserves the right to send any training materials used during a live event to other individual delegates after the event has taken place and to place the training materials used during a live event onto our website.

## Termination of contract

We reserve the right to cancel, suspend or vary the operation of our contract with you if events occur which are outside our reasonable control and we shall not be responsible for any breach of contract, nor for any loss or damage, resulting from such an event.

We may (at our option) terminate the contract at any stage if it appears to us (acting reasonably) that you have not complied with these Terms and Conditions.

## Other agreements

We agree to provide the Event using reasonable skill and care. Except as otherwise provided in these Terms and Conditions, Pearson excludes all warranties, conditions or other terms implied by statute or common law to the fullest extent permitted by law. Where the booking of a training event is made on behalf of a person dealing as a consumer, nothing in these Conditions shall affect his or her statutory rights.

Personal belongings or other items brought with you to events are at your own risk and Pearson accepts no responsibility in relation to their loss or damage, whether at Pearson's premises or elsewhere.

Pearson accepts no responsibility in relation to technical faults occurring in your centre or with your IT equipment prior to or during an event. No refund for a payable event will be

given if your equipment fails during or before an event and you are unable to take part. Pearson will not be liable for any actual or indirect losses or costs incurred by the participant in connection with any aspect of their equipment and/or its failure during an event (applicable to online events only).

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.

Our liability to you under or in relation to your booking and the 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 Fee paid, if any, by you to us.

These Terms and Conditions and the booking process referenced in these Terms and Conditions constitutes the entire agreement between us and you. In entering into these Terms and Conditions you acknowledge that you have not relied upon any statement or representation from us except those as set out in these Terms and Conditions or as stated in writing as part of the booking process.

No term of any contract between us arising from these Terms and 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.

The language of any contract formed will be English. These Terms and Conditions shall be construed in accordance with English Law and you agree to submit to the exclusive jurisdiction of the English Courts.

We may change the terms upon which we make events available from time to time without notice to you and any subsequent booking requests you may make will be subject to those changes.

## Contacting us

If you have any questions and want to contact us please submit your query using [our online form](#).