Training from Pearson

Professional Development and Training Terms and Conditions
Introduction

Please make sure that you read and understand these Terms and Conditions. By booking a Training from Pearson Event, you are entering into a legally binding agreement with Pearson Education Limited, 80 Strand, London WC2R 0RL (“Pearson”, “we” or “us”). Please note, your booking will not be complete until you receive confirmation of the Event from Pearson.

The Terms and Conditions consist of:
- Part A: General Terms, and
- either Part B: Terms for Centre-Based (In House) Training or Part C: Terms for Public Events, depending on the nature of your event.

These Terms and Conditions shall apply unless otherwise agreed. If you have any questions, please contact us using this online query form.

Definitions
In these Terms and Conditions the following definitions shall apply:

“Centre-Based Training” means training delivered by Pearson at your premises.

“Event(s)” means 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 Pearson.

“Public Events” means training delivered by Pearson face-to-face at a public venue or a Pearson office, or online.
Part A: General Terms

1. Quality and standards
It is a regulatory requirement that all qualification-based training events are audio recorded. We record and monitor all Events for internal quality purposes. We are committed to ensuring that our Events cover only information that is openly available and do not confer an unfair advantage on anyone.

Online Event recordings may be shared internally and externally. Recordings will always be reviewed before distribution to ensure delegate anonymity. Delegates will receive a copy of the recording of the Event they have attended, for personal use only. We are unable to send copies of online Event recordings to anyone who has not attended that Event.

Face-to-face Event recordings are not available for distribution to delegates or any other person outside of Pearson.

2. Event Objectives
It is your responsibility to ensure that delegates fully understand the objectives of the Event which can be found in the description provided by Pearson.

3. Intellectual Property Rights
Copyright and all other intellectual property rights in all training materials shall remain the property of Pearson. You agree not to reproduce, sell, hire or copy training materials or certificates (in whole or in part) and not to use such materials except for reference purposes after the Event. You agree not to audio or video record an Event or any part of an Event using any recording device. You agree not to post training materials or certificates online or to distribute them, electronically or otherwise, outside of your centre.

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.

4. Event Feedback and Surveys
Pearson uses SurveyMonkey to collect feedback from our customers relating to our training Events. Pearson will collect and process your personal information in accordance with our privacy policy which can be found here.

What information does SurveyMonkey collect?
When you respond to surveys hosted by SurveyMonkey, they collect, on behalf and upon instructions from Pearson, information relating to you and your use of SurveyMonkey services from a variety of sources. To find out more click here for the Survey Monkey privacy policy.
5. Force Majeure and Termination
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 this contract at any stage if it appears to us (acting reasonably) that you have not complied with these Terms and Conditions.

6. Liability
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 an 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 (if applicable) or with your IT equipment prior to or during an Event. No refund for a paid 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.

Nothing in these Terms and 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 these Terms and Conditions 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 total fees paid, if any, by you to us.

7. Miscellaneous
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.

If any provision of these Terms and Conditions is held to be invalid or unenforceable in whole or in part, the validity of the remaining Conditions shall not be affected.

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.

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.
Part B: Centre-Based Training

1. Booking Centre-Based Training
After an initial enquiry has been received, Pearson will liaise with you to confirm the content and the date of your Event. By submitting an enquiry, you confirm that all of the information you submit is accurate, true and complete.

Once Event details have been agreed by you and Pearson, written confirmation of your booking will be provided by Pearson within 3 working days. We will also arrange for any materials to be delivered to you before the Event.

2. Delegate Registration
When confirming the Event, we will provide you with a link to enable your delegates to register online. If you choose to invite delegates from other centres, it is your responsibility to undertake any associated administration, including registering the delegates online.

The number of delegates attending the Centre-Based Training should not exceed the number agreed at the time of booking.

3. Delegate Transfers
You may substitute delegates attending your Event upon notification to Pearson, at no additional charge.

4. Event venue
You are responsible for arranging the venue for the Event. You must ensure that the venue complies with local health and safety and accessibility rules and regulations. Pearson trainers (and any other Pearson employees or contractors attending the training event on behalf of Pearson) will comply with the venue’s health and safety policies and will abide by the venue’s health and safety rules and regulations whilst at the venue.

You must ensure that the venue is large enough to accommodate the attending delegates and the Pearson trainer. You must also ensure that a laptop/PC, projector, screen and flip chart and speakers (where Pearson notifies you that these are required) is made available for the Pearson trainer.

5. Refreshments
You shall be responsible for providing refreshments (and lunch where training is over 3 hours) for the attending delegates and Pearson trainer. You shall also be responsible for meeting any dietary requirements of the attending delegates.
6. Payment
6.1 Invoices
An invoice will be issued following completion of your Event. Invoices are payable in accordance with the invoice terms.

6.2 Non-attendance of delegates
If some or all delegates do not attend the event, the full fee remains payable by you.

7. Cancellations
7.1 Cancellation by you
You may cancel your Event at any time by giving written notice to Pearson.

Cancellations of UK-based Events received 15 or more calendar days before the Event will be entitled to a full refund of all Event fees paid. Cancellations of international Events received 20 or more calendar days before the Event will be entitled to a full refund of all Event fees paid. No refunds will be given for any other cancellations.

7.2 Cancellation by Pearson
Pearson reserves the right to cancel the Event at any time. In the unlikely event that Pearson has to cancel an event, we will provide a full refund of all Event fees paid.
Part C: Terms for Public Events

1. Delegate Registration
Places on Public Events must be booked via the Pearson website. Please review all of the information you have entered before you make a booking online. By submitting an online booking, you confirm that all of the information is accurate, true and complete.

When you submit your online booking you will receive an automatic acknowledgement with confirmation of your place. We reserve the right to later cancel bookings which do not include the correct information or do not comply with the parameters set out in the event description.

Bookings will be delayed if full details are not provided when booking the Event.

All places on Public events are allocated on a first-come, first-served basis. For some events only one place per centre is available and we reserve the right to cancel the second and subsequent bookings from the same centre. This will be clearly outlined on the Event description.

2. Delegate Transfers
You may substitute delegates at no additional charge, upon notification to Pearson up to 24 hours before an Event.

3. Joining Instructions
3.1 Face-to-Face Events
For bookings made online you will receive joining instructions immediately. For bookings made by email you will receive full joining instructions 10 working days before the Event. If you do not receive the joining instructions please contact Pearson.

3.2 Online Events
You will receive joining instructions along with the link to access the Event at least 24 hours before the Event. If you do not receive the joining instructions please contact Pearson.

4. Refreshments (face-to-face events only)
For UK Events: Pearson shall provide refreshments (and lunch with training is over 3 hours) for the attending delegates.
For international Events: Refreshments may be provided at the discretion of the region.

You must notify us of any dietary requirements at least 10 working days before the Event. Dietary requirements will be met subject to availability at venues.

5. Accessibility Requirements
You must notify us of any accessibility requirements at least 10 working days before the Event.
For public venues, Pearson is not liable for the inability of any individual to access the venue for any reason.

6. Payment
6.1 Payment methods
When booking your Event, you will have the choice of paying any fee by credit/debit card or, if you have an Edexcel Online Account, by invoice.

If you choose to pay by credit/debit card, payment is due at the time of booking.

If you choose to pay by invoice, an invoice will be issued following completion of your Event. Invoices are payable in accordance with the invoice terms.

6.2 VAT
The fee for the training event is stated exclusive of VAT. Please note, if you are VAT exempt and choose to pay by credit/debit card, you will be charged VAT and you will be responsible for reclaiming the VAT.

6.3 Non-attendance of delegates
If some or all delegates do not attend the event, the full fee remains payable by you.

6. Cancellation by you
You may cancel your Event at any time by giving written notice to Pearson.

Cancellations of UK-based Events received 15 or more calendar days before the Event will be entitled to a full refund of all Event fees paid. Cancellations of international Events received 20 or more calendar days before the Event will be entitled to a full refund of all Event fees paid. No refunds will be given for any other cancellations.

7. Cancellation and Changes by Pearson
7.1 Cancellation by Pearson
Pearson reserves the right to cancel the Event at any time and we recommend that you do not make any travel arrangements until 10 working days before UK face-to-face Events, and 30 working days before international face-to-face Events.

In the unlikely event that Pearson has to cancel an event, we will provide a full refund of any Event fees paid.

7.2 Changes by Pearson
If the time, date, venue or content of the Event is changed by Pearson subsequent to your booking then we will notify you using the contact details you provided as part of the booking process. 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.