



Pearson

## Terms and Conditions - Training from Pearson

### 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 Private Training, Part C: Terms for Public events, or Part D: Asynchronous Training depending on the nature of your event.

These Terms and Conditions shall apply unless otherwise agreed. These Terms and Conditions might also apply to other events where explicitly stated. If you have any questions, please contact us using [this online query form](#).

### Definitions

In these Terms and Conditions the following definitions shall apply:

**"Private Training"** means training delivered by Pearson at your premises, or online to your centre representatives.

**"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 that anyone with a Pearson account can book onto.

**"Asynchronous Training"** means training that is online anytime and self-guided.

**"Trainer"** means the person delivering the training event content.

**"Tax"** Tax on Pearson products and services will be applied for example to anyone registering from England, Scotland, Wales or Northern Ireland where local Value Added Tax or (VAT) applies."

## Part A: General Terms

### 1. Quality and standards

**All training events are audio recorded for regulatory requirements and internal quality assurance purposes. We are committed to ensuring that our events cover only information that is in the public domain and do not confer an unfair advantage on any participant. All recordings are stored securely for three years and then deleted.**

Pearson reserves the right to determine if online recordings should be shared (either internally or externally) following training. Where recordings will be shared data written in the chat may be visible however usernames will be redacted.

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

### 2. Event Audience, Aims, and Objectives **It is your responsibility to ensure that you or any person that you are booking on behalf of are fully aware of the session's intended audience, aims, and objectives. Details of the event 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. For Primary training, training materials are not available.**

**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, unless granted permission by Pearson.**

Pearson reserves the right to send any written 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. Emails

By registering for Training from Pearson events, you will receive service emails related to your booking. When you register you will be asked if you would like to be updated with information on our range of products and services, including invitations to similar future events and training. This is optional; if you choose to opt-in and later wish to opt-out, you will be presented with the option to do this in each email you receive.

### 5. Event Feedback and Surveys

**Pearson uses our Event Management System 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](#).

## 6. Training Certificates

**An electronic certificate of attendance will only be issued to participants who attend Pearson's face to face and online professional development training. A participant is defined as someone who has registered and attended the live training. The electronic certificate will be issued by our Event Management System after the training and lists the number of continuous professional development hours accrued. Please note that if you did not attend the training, you are not eligible to receive the electronic certificate. Pearson reserves the right to issue electronic certificates additionally on a case-by-case basis.**

## 7. Force Majeure and Termination

**We reserve the right to cancel, suspend or vary the operation of our contract with you if events occur, including arising out of any pandemic including Covid-19, 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 event.**

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

## 8. 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.**

If you are booking on behalf of a person dealing as a consumer, by registering them you confirm that they have read and agree to these Terms and Conditions.

When booking face to face training, it is the responsibility of the participants attending the training event to arrange and pay for their own travel and accommodation. All travel to and from the training venue is the sole responsibility of participants. Pearson are not liable for generation of Invitation documents for customers who wish to attend Public Face to Face training sessions. Pearson is not able to act on behalf of the participant and is not responsible for any costs incurred by failure to obtain a full visa (as required).

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, which may affect the delivery of the event including the quality and your ability to participate. 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:

- 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;
- Our total liability to you shall be limited to the amount of the total fees paid, if any, by you to us.

## **9. DBS and Safeguarding – Events Delivered at Your Venue**

### **No DBS Check Disclosure**

Please note that the trainer is not required to obtain a DBS certificate.

### **Adherence to the Venue's Safeguarding Policies**

The trainer is required to abide by all safeguarding policies and procedures in place at your venue, including any health and safety protocols, code of conduct, and reporting requirements related to the safety and wellbeing of children and young people.

### **Limited Contact with Children and Young People**

The trainer is not permitted to have any direct unsupervised contact with children or young people unless otherwise specified by the venue's policies. Any interaction must be incidental to their purpose for being on the premises and should be supervised by a DBS-checked staff member if necessary.

### **Personal Safeguarding Responsibilities**

The trainer takes responsibility for their safeguarding and to immediately report any safeguarding concerns to the designated safeguarding lead at the venue. This includes any suspicion of abuse, neglect, or unsafe behaviour observed while on the premises.

### **Appropriate Behaviour and Boundaries**

The trainer is required to maintain appropriate behaviour at all times. They must not engage in any actions that could be perceived as inappropriate or harmful to children and young people.

## **Incident Reporting Procedures**

In the event of a safeguarding incident, the trainer must follow the venue's reporting procedure and notify the designated safeguarding lead immediately.

## **Liability and Responsibility**

The venue or organisation will not be held liable for any safeguarding breaches arising from the trainer's conduct, provided the trainer adheres to all safeguarding protocols and policies while on the premises.

## **10. 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.**

**Pearson acts as a Data Controller in respect of personal data it collects from you in the course of the booking and use of our service, and processes personal data in accordance with the Data Protection Act 2018. A link to Pearson's privacy policy can be found [here](#).** Pearson will keep hold of your personal data in line with the retention policy.

Pearson will delete any records after 1 year of account inactivity with Pearson training services.

## **Part B: Private Training**

### **1. Booking Private 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.**

#### **1.1 For Face to Face Private Bookings**

**You will need to provide Training from Pearson with a copy of your school's risk assessment to enable us to deliver the event. Regrettably, we will not be able to deliver the event if this isn't provided.**

Once event details have been agreed by you and Pearson, written confirmation of your booking will be provided by Pearson within 3 working days.

### **2. Delegate Registration**

**When confirming the event, we will send you a spreadsheet which you must complete and return with all the delegate details completed within 2 working days of your event. If you choose to invite delegates from other centres, it is your responsibility to undertake any associated administration, including their details on the spreadsheet. Please also refer to Section 8: Liability. Please note - each registration is for one person only; if more than one person wishes to attend the session, then they will each need to be registered. This is to ensure each individual receives a certificate of attendance, with any applicable CPD hours.**

**The number of delegates attending the Private training should not exceed the number agreed at the time of booking. If additional delegates do attend face to face Private training, Pearson reserves the right to review the invoice charged.**

It is your responsibility to inform Pearson immediately if the number of delegates exceeds what has already been agreed and confirmed in writing.

### **3. Delegate Transfers**

**You may substitute delegates attending your event upon notification to Pearson, at no additional charge, however the total number of delegates attending must not exceed the number agreed at the time of booking. Please refer to Part A, Section 7: Liability.**

### **4. Event Venue**

**You are responsible for arranging the venue for the event. You must ensure that the venue complies with the relevant authority's 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. Your venue must also have an internet connection.**

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.

You shall also 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.

## **5. Hosting Online**

**You are responsible for ensuring that your staff have access to suitable IT equipment in order to access the online training.**

A link to the online platform will be sent out in advance of your training. You must ensure that your chosen staff are either able to access together in a suitable room or are equipped to access the session remotely.

## **6. Payment**

### **6.1 Invoices**

**An invoice will be issued following confirmation of your event. Invoices are payable in accordance with the invoice terms.**

**All quotes are given excluding VAT or local taxes. Your invoice will include these.**

### **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/Rescheduling**

### **7.1 Cancellation/Rescheduling by you**

**You may cancel your event at any time by giving written notice to Pearson. If you need to re-schedule your booking, these cancellation terms apply and you may then make a new booking.**

#### **For face to face private training events:**

Centres will receive a full refund for any cancellations of UK training received 15 or more calendar days before the event. If a UK event is cancelled less than 15 days before the agreed training day, Pearson reserve the right to retain the full amount or partial amount of the event fee. Centres will receive a full refund for the cancellations of International training received 20 or more calendar days before the event. If an International event is

cancelled less than 20 days before the agreed training day, Pearson reserve the right to retain the full amount or partial amount of the event fee. **Please refer to Section 9: DBS and Safeguarding – Events Delivered at Your Venue and note that cancellation of training due to your venue's DBS requirement is not exempt from the policy above.**

**For online private training events:**

Centres will receive a full refund for any cancellations of training received 10 or more calendar days before the event. If an event is cancelled less than 10 days before the agreed training day, Pearson reserve the right to retain the full amount or partial amount of the event fee.

**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. Please note - each registration is for one person only; if more than one person wishes to attend the session, then they will each need to be registered. This is to ensure each individual receives a certificate of attendance, with any applicable CPD hours.**

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. In the circumstance whereby your face-to-face event is cancelled, we will automatically transfer your booking onto the online equivalent where available and you will be notified of this change. If you wish to be removed from the equivalent event, you will be given the option to notify us using this [form](#).

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. In the event of limited spaces on an event, Pearson reserves the right to accept only one person per centre and may cancel subsequent bookings from the same centre.

### 2. Joining/attending Instructions

#### 2.1 Face-to-Face events

**For bookings made online you will receive event confirmation details immediately. If you do not receive the event confirmation details, please contact Pearson by completing this [form](#). You will also receive automated event reminders.**

#### 2.2 Online events

**You will receive joining instructions along with the link to access the event at least 24 hours before the event. The joining links are specific to the registrant and should not be shared with anyone. You will not be required to use your video or microphone during our training events unless the event description and/or training communication emails state otherwise. If you are unable to attend the event then please see Delegate Transfer details below. If you do not receive the joining instructions please contact**

**Pearson by completing this form. You will also receive automated event reminders.**

## **2. Delegate Transfers**

**You may substitute delegates at no additional charge, upon notification to Pearson and up to 24 hours before an event. It is your responsibility to ensure that the substitute delegates have read and agreed to these Terms and Conditions. Please refer to Part A, Section 7: Liability.**

## **3. Refreshments (face-to-face events only)**

**For UK events: Pearson shall provide refreshments (and lunch when 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.

## **4. Accessibility Requirements**

**When booking Face-to-Face training, it is the responsibility of participants attending the training event to arrange and pay for their own travel and accommodation. All travel to and from the training venue is the sole responsibility of participants. Pearson will make every effort to accommodate accessibility requirements that have been reported to us during registration for Face-to-Face and Online Training. 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. Pearson's accessibility policy can be found [here](#).**

## **5. Pricing**

Pricing will be given in advance and will be displayed on our training page prior to registration. Pearson reserve the right to change prices listed without notice.

## **6. Payment**

**When booking your event, all customers will have the opportunity to pay on account (invoice) or to pay by credit card. All fees are displayed prior to tax. You may be subject to tax, paid at your local rate.**

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.

## **7. Tax**

**The fees for Pearson training events state whether they are inclusive or exclusive of tax; tax will be determined by your country of residence. Please note, if you are tax exempt and choose to pay by credit/debit card, you will be charged tax and you are responsible for reclaiming this.**

**8. Non-attendance of delegates**

**If some or all delegates do not attend the event, the full fee remains payable by you.**

## **9. Cancellation by you**

**You may cancel your event at any time by giving written notice to Pearson.**

### **Online Events**

Cancellations of all online events received 7 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.

### **Face to Face Events**

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.

## **10. Cancellation and Changes by Pearson**

### **10.1 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.

Pearson reserves the right to cancel the event if no one attends within the first 30 minutes of the scheduled event time.

### **10.2 Changes by Pearson**

**Paid-for events: 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.**

**Free events: 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. If we do not hear from you within 3 working days, your booking will remain in place for the new time/date/venue.**

## **11. Waitlisted Delegates**

**Free Events:** If you register yourself to the event 'Waitlist', you will automatically be moved from the 'Waitlisted' to the 'Accepted' list should a space become available to you. You will be notified of this by our Event Management System. If you are moved to the 'Accepted' list but no longer wish to attend the event, inform us [here](#).

**Paid-for Events:** If you register yourself to the event 'Waitlist', you will receive an email notification should space become available for you to register as an 'Accepted' invitee. Your space will be held for 24 hours before registration is opened to other delegates.

## Part D: Terms for Asynchronous Training

### 1. Delegate Registration

**If you are booking for training 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. Please note - each registration is for one person only; if more than one person wishes to attend the session, then they will each need to be registered. This is to ensure each individual receives a certificate of attendance, with any applicable CPD hours.**

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 training description.

Bookings may be delayed if full details are not provided when booking the training.

### 2. Package Information

**Individual Subscription- subscriptions are non-transferable;** you may not share the training with anyone else. **Your subscription will be liable to immediate termination by us if you breach the terms of your subscription.**

**For other Subscription Packages-** you will be able to share the training with other colleagues at your school. Please refer to your chosen conditions of purchase including the number of individuals per subscription.

### 3. Access Instructions

**You will receive an email upon registration containing the details to access your training. If you do not receive this email please contact Pearson by completing this form.**

### 4. Accessibility Requirements

**Pearson will make every effort to accommodate accessibility requirements that have been reported to us during registration. Pearson's accessibility policy can be found [here](#).**

## **5. Pricing**

Pricing is given in advance and is displayed on our training pages prior to registration. Pearson reserve the right to change prices listed without notice.

## **6. Payment**

**When booking your event, you will have the choice of paying any fee by credit/debit card or, 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 at the end of the month. Invoices are payable in accordance with the invoice terms.

## **7. Tax**

**The fees for Pearson training events state whether they are inclusive or exclusive of tax, tax will be determined by your country of residence. Please note, if you are tax exempt and choose to pay by credit/debit card, you will be charged tax and you will be responsible for reclaiming the tax.**

## **8. Non-attendance of delegates**

**If some or all delegates do not attend the event, the full fee remains payable by you.**

## **9. Cancellation by you**

**You have 14 calendar days from the point of purchase to cancel your training; the training session must not have been started in order to gain your refund. No refunds will be given for cancellations made under any other circumstances.**

## **10. 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 any event fees paid.