Hodder Education: In-School Training Event Terms and Conditions

These terms and conditions govern your participation in the In-School Training Event you have registered for (the "Event").

- 1. This agreement is made between:
 - a. Hodder & Stoughton Limited (through its Hodder Education division) a company registered in England and Wales (co. no 00651692) with registered office at Carmelite House, 50 Victoria Embankment, London, EC4Y 0DZ ("us", "we" or "our"); and
 - b. You.
- 2. By registering for the Event you are agreeing to the below terms and conditions (your "Booking").
- 3. You agree that you are 18 years or older.
- 4. If you are booking on behalf of your educational establishment, you confirm that you have the necessary authority to bind your educational establishment and you will procure that any participants in the Event (a "Participant") will adhere to these terms and conditions.
- 5. Spaces at an Event are restricted and are allocated on a first come first serve basis.
- 6. If you are booking on behalf of your education establishment, at the time of booking we will request a provisional number of expected Participants in the Event ("Provisional Booking"). This number must be confirmed 28 days prior to the Event and if you are making a booking within 28 days of the Event you must confirm the total number of Participants at the time of booking ("Confirmed Booking"). If you are booking for yourself, you will have a Confirmed Booking at the time of making the Booking.
- 7. In the event you fail to confirm the total number of Participants in accordance with clause 6, we reserve the right to release your booking and resell your provisional booking in the Event and the terms of clause 12 shall apply.
- 8. Your Booking shall include the following:
 - a. A place in the Event for yourself or for the number of Participants as provided for in your Booking;
 - b. A set of notes to compliment the Event for each Participant (the "Materials").
- 9. Copyright in the Materials belongs to us exclusively or is used under licence from a third party. You may not copy, distribute, publish, sell or disseminate the Materials in any form via any channel without our prior written consent.
- 10. Subject to clause 14 travel expenses shall not be reimbursed. You are responsible for booking and paying for your travel to and from the Event.
- 11. You shall pay to us the fee (plus VAT) in relation to the Event and the Materials (the "Fee") within 30 days from receipt by you of an invoice by Hachette UK Distribution (our invoice and payment company) ("Hachette UK Distribution"). Hachette UK Distribution shall send you an invoice 30 days after the Event. The invoice will reflect the agreed fee (including any agreed discounts). Payment to Hachette UK Distribution shall constitute full and valid discharge of your obligations to pay the Fee to us.
- 12. If you wish to cancel or amend your Booking, you will need to notify our Events Team at events@hoddereducation.co.uk as soon as possible. Cancellation policy is as follows:

Date of Cancellation	Fee Payable
Provisional Booking	Free of charge
Confirmed Booking	75% of the Fee

For the avoidance of doubt, there will be no reduction in the Fee if you reduce the number of Participants of a Confirmed Booking.

- 13. We reserve the right to cancel or amend the event if circumstances beyond our reasonable control arise which affect the safety and security of the Participants or affect our ability to hold the Event, including, without limitation, war, civil or political unrest, terrorism or inclement weather conditions.
- 14. If you have a Confirmed Booking, in the event of cancellation of the Event we may offer you a place in an alternative event (at our sole discretion). In the event a suitable alternative event is not available, you will not be liable for the Fee. We may, also, refund you any reasonable and documented travel expenses, but we will be under no obligation to do so and this will be at our sole discretion. If you accept a place in an alternative event and are able to amend your travel arrangements, we will not reimburse your travel expenses.
- 15. You are responsible for your (or the Participants' in the event you are booking on behalf of an educational establishment) behaviour during the Event. We may, out our sole discretion, request that you or a Participant be immediately removed from the Event if we believe:
 - a. You or such Participant has disobeyed and/or breached, as relevant, any applicable terms and conditions, directions, instructions, decisions, or laws; or
 - b. You or such Participant's behaviour endangers safety or may damage or harm the environment, cause offence, otherwise cause a risk or potential risk to health and safety, or is otherwise inappropriate for the Event or venue where the Event is taking place (the "Venue"); or
 - c. You or such participant failed to arrive at the Event at the specified time or location; or
 - d. You or such Participant is unfit to attend/participate in the Event due to the excessive consumption of alcohol or drugs; or
 - e. you or such Participant enters the Venue with contraband goods and/or prohibited articles including but not limited to illegal drugs, knives, guns and other types of weapons.
- 16. If you are refused entry to or are removed from the Event in accordance with clause 15 you will not receive a refund of the Fee (whether total or partial) or any travel expenses.
- 17. We accept no responsibility for the loss of, theft, or damage to any property owned by or under your control which you bring to the Venue. You are solely and personally responsible for the safety of your belongings.
- 18. Please refer to our Privacy Policy to know how we use and store your personal data.
- 19. The Event may be recorded and videos, photographs and other recordings may be taken, where you may be captured participating in the Event. You agree to the publication of such photographs, videos, recordings, and/or likenesses of you (whether edited, adapted, modified or copied) and their use by us and those authorised by us, without prior notice or compensation, in any way which we may see fit now or in the future including but not limited to film, broadcast, radio, TV, publications, future events and publicity. You acknowledge that we have the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses of you.
- 20. Any audio, visual, or audio-visual recordings that you make of the Event or any part of it are for personal use only and cannot be published or used for any commercial purpose without our prior written consent.
- 21. Our total liability to you in the event of a breach of these terms and conditions is limited to the Fee paid or payable. This does limit in any way our liability:

- a. for death or personal injury caused by our negligence;
- b. under section 2(3) of the Consumer Protection Act 1987;
- c. for fraud or fraudulent misrepresentation;
- d. for any other matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
- 22. We will not be liable for any indirect or consequential losses, including but not limited to loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, or waste of management, office, study or teaching time however arising and whether caused by tort (including negligence), breach of contract or otherwise.
- 23. You may not transfer, assign, charge or otherwise dispose of any of your rights or obligations arising under these terms and conditions, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of any of our rights or obligations arising under these terms and conditions at any time.
- 24. The failure of any party to enforce any provision of these terms and conditions on any one occasion shall not affect its right to enforce another provision or the same provision on another occasion.
- 25. If any of the provisions of these terms and conditions are declared void or unenforceable by any court or administrative body of competent jurisdiction, the validity of the remaining provisions will not be affected.
- 26. These terms and conditions set out the entire agreement and understanding between us and supersedes all proposals and prior agreements, arrangements, and understandings between us relating to its subject matter.
- 27. These terms and conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of these terms and conditions.
- 28. We reserve the right to vary these terms without notice at our sole discretion.
- 29. Nothing contained in these terms and conditions shall constitute or shall be construed as constituting a partnership, joint venture, or contract of employment between us.
- 30. These terms and conditions and any matters arising from them shall be governed and construed in accordance with the laws of England and we both agree that the courts of England shall have exclusive jurisdiction.