

## Terms and conditions v1.3

### 1. Effective from October 2023

#### 1.1. In-school services

These terms and conditions apply to bookings for services and training provided directly to a school.

#### 1.2. Bookings

**1.2.1.** All bookings for B11 services and training should be made through **admin@b11.co.uk**.

**1.2.2.** In-school training is for up to 30 places unless agreed otherwise in advance. The full amount is due even if all spaces are not filled. Additional places are subject to additional charges. Clients may not charge others to attend the course at levels beyond covering the total cost to the Client of the training.

**1.2.3.** On-line training may be provided as an alternative to in-school training. The only limit on the number of attendees is the limit necessary to ensure that the quality of the service can be maintained and that technological issues are minimized but the full amount is due, however many persons attend. Clients may not charge others to attend the course at levels beyond covering the total cost to the Client of the training.

**1.2.4.** A response will be made to all by way of a statement of the services to be supplied, the date(s) of delivery, the name of the consultant or trainer providing the service and the cost. All costs are subject to VAT at the prevailing rate. Where necessary, travel and expenses will either be included within this price or clearly stated as an additional charge.

**1.2.5.** Upon the Client's acceptance of a quotation, if a purchase order number is to be issued, this should be provided to B11 as soon as possible.

#### 1.3. Invoicing and payment

**1.3.1.** A non-refundable booking fee of 25% to secure the named consultant / trainer on the dates agreed, is due at the time of booking.

**1.3.2.** Subject to any alternative payment arrangements agreed by the parties in writing, for each element of the services or training, the balance will be invoiced upon completion of the training or on submission of the draft visit report, as appropriate, except where the quotation covers multiple visits or support to several schools, in which case the balance will be invoiced for payment on submission of the draft report for each visit.

**1.3.3.** All payments must be made in pounds sterling, preferably by BACS transfer.

**1.3.4.** If a cheque or other payment is returned from the bank and an administration charge to B11 is made, B11 will pass all charges on to the client.

**1.3.5.** Payments must be made within 30 days of the date of the invoice.

**1.3.6.** If any payment to B11 Education Ltd remains outstanding beyond the due date, B11 may:

- charge interest on the overdue amount at 8% per annum above the Bank of England base rate
- charge compensation and reasonable costs,

in line with the Late Payment of Commercial Debts (Interest) Act 1998 as modified by the Late Payment of Commercial Debt Regulations (2013).

#### **1.4. Cancellations and rescheduling**

**1.4.1.** All requests for cancellations or rescheduling must be made in writing and sent to [admin@b11.co.uk](mailto:admin@b11.co.uk). The date that this is received will determine the date of cancellation. Notification via a consultant will delay this process.

**1.4.2.** The appropriate cancellation charge will apply depending upon the date of cancellation and based on the price of your booking, as shown below (the 25% booking fee already paid being taken into account in calculating any charges due).

- More than eight weeks – no additional charge.
- Between two and eight weeks – 50% charge.
- Less than two weeks – 100% charge.

**1.4.3.** Requests to amend the date of visit made two or more weeks in advance, will normally be rescheduled at no additional charge.

**1.4.4.** Requests to amend the date of visit made within two weeks will normally be rescheduled at full cost to the Client.

**1.4.5.** In exceptional circumstances, such as an inspection by Ofsted coinciding with the date of the visit by B11, part or all of these charges may be waived at B11's discretion. Visits planned several weeks after a visit by Ofsted will be treated under 1.4.2.

**1.4.6.** Rescheduling at the request of B11 will not incur any charges. Substitution of the consultant may be offered by B11 as an alternative to a change in the provision date.

#### **1.5. Restrictions**

**1.5.1.** Recognising the value of our trainers and consultants (including employees of schools who are seconded to B11) (Consultant), the Client will not without our prior written consent, either directly or indirectly, during any training or visit or within 12 months after such training or visit:

**1.5.1.1.** offer to employ or engage or otherwise endeavour to entice away from B11 (or in the case of a secondee, its employer) any Consultant; or

**1.5.1.2.** employ or engage any Consultant.

- 1.5.2.** Each of the restrictions in paragraph 1.5.1 is intended to be separate and severable. If either of the restrictions is held to be void but would be valid if part of its wording were deleted, such restriction shall apply with such deletion as may be necessary to make it valid or effective.

## **2. Training course places**

These terms and conditions apply to individual bookings onto training courses organised by B11. Training provided directly to a Client or other partner are covered under section 1 in-school services.

### **2.1. Bookings**

- 2.1.1.** All bookings for B11 services and training should be made through the online form on our website, where appropriate, or by contacting [admin@b11.co.uk](mailto:admin@b11.co.uk).
- 2.1.2.** Before booking, please check that the training content and location meet your requirements.
- 2.1.3.** Two weeks before the training date all delegates will be sent a confirmation email, with joining instructions no more than one week later.

### **2.2. Invoicing and payment**

- 2.2.1.** Course fees are payable at the time of booking at which point an invoice will be raised.
- 2.2.2.** All payments must be made in pounds sterling, preferably by BACS transfer.
- 2.2.3.** Payments must be made within 15 days of the date of the invoice.
- 2.2.4.** If a cheque or other payment is returned from the bank and an administration charge to B11 is made, B11 will pass all charges on to the client.
- 2.2.5.** If any payment to B11 Education Ltd remains outstanding beyond the due date, B11 may:
- charge interest on the overdue amount at 8% per annum above the Bank of England base rate; and/or
  - charge compensation and reasonable costs,
- in line with the Late Payment of Commercial Debts (Interest) Act 1998 as modified by the Late Payment of Commercial Debt Regulations (2013).

### **2.3. Cancellations and rescheduling**

- 2.3.1.** All requests for cancellations or rescheduling must be made in writing and sent to [admin@b11.co.uk](mailto:admin@b11.co.uk).
- 2.3.2.** Due to the requirement to book venues well in advance, we are forced to apply cancellation charges depending upon the date of cancellation and based on the price of your booking, as set out below:
- More than eight weeks – no charge.

- Between two and eight weeks – 50% charge.
  - Less than two weeks – 100% charge.
- 2.3.3.** Requests to transfer a booking from one course date to another made two or more weeks in advance, will incur a 50% charge.
- 2.3.4.** Requests to transfer a booking from one course date to another made within two weeks of the course date, will be rescheduled at full cost.
- 2.3.5.** Where the minimum number of bookings is not made, B11 Education may need to reschedule or cancel a training course.
- 2.3.6.** Rescheduling or cancellation of a course by B11 will not incur any charges. Delegates will be offered an alternative date but, where these are not suitable, payments received will be repaid in full.

**Please note:** bookings made for any travel and accommodation required, are entirely at the risk of the individual and B11 advises that flexible options are chosen. B11 is unable to reimburse any monies lost because of advance bookings of hotel or travel

### **3. Force majeure including pandemic**

Where an event outside our reasonable control prevents us from providing the services at the location agreed between us, we shall be entitled to propose an alternative form and/or timing of provision, including (but not only) by way of electronic meeting room. You agree to act reasonably in accepting such alternative, particularly where the nature of the services means that there will be no material change in the quality or impact of the services as a result of the change.

### **4. Limitation of liability**

Save to the extent that it may not be limited or excluded by law, our liability under this agreement shall be limited to an amount equal to the sums paid by you under it.

### **5. Personal data**

If B11 is given access to personal data by the Client whilst delivering its services or training, it will process such data in accordance with the general requirements set out in the UK GDPR (article 28) as a data processor plus any specific instructions or conditions as issued by the Client, in the Client's role as the data controller.