

## Course Terms and Conditions

Version 2





## Who are we?

Part of Education South West (ESW) Multi Academy Trust, Kingsbridge Community College (hereafter known as Kingsbridge) is the lead school for Kingsbridge Teaching School Hub and Colyton Grammar School is the lead school for Colyton Teaching School Hub.

Kingsbridge and Colyton Teaching School Hubs are Strategic Partners in South West Institute for Teaching (hereafter known as SWIFT).

SWIFT includes the following delivery partners that together deliver Continuous Professional Development and other services to schools. These partners include:

- **Cornerstone TSA**
- **Devon Teaching School Partnership**
- **Exeter Consortium Schools Alliance**
- **Plymouth TSA**
- **Riviera TSA**
- **South West Specialist Schools Teaching Alliance**
- **Ventrus TSA**
- **Westcountry TSA**
- **Kingsbridge Research School**

## Terms and Conditions: Courses and Events

The Terms and Conditions are set by Education South West as the recognised legal entity for SWIFT and apply to the services provided by the SWIFT Partnership.

Please read the Terms and Conditions carefully before you book a course or event with SWIFT or one of its partners.

Please note that by making a booking, you agree to be bound by these Terms.

On occasions we use other training providers to deliver some of our courses. SWIFT's Terms and Conditions will apply to these, not the training providers' own Terms and Conditions, unless stated otherwise.

## Your Booking

The person making the booking must possess the legal capacity and authority to enter into a binding contract. When booking, you enter the contract on behalf of your school/college/setting (which is the contracting party) and you accept that all SWIFT Terms and Conditions are adhered to by your delegate(s) attending the training.

## Applications

Applications can be made online either by individual staff or via the school/college/setting's CPD Contact. Places are registered on a first-come, first-served basis. We recommend applying as soon as is possible to facilitate the decision-making process regarding the viability of any event.

It is essential that all places on events are pre-booked, including those offered free of charge. Failure to do so could result in any of the following:

- **you will not receive pre-course information or details of alterations in content, timing or venue;**
- **insufficient catering will be provided for the event;**
- **insufficient training resources/materials will be available.**
- **the training room may not be adequate for the number of delegates, which could have health and safety implications;**

**A £25 administration charge will be levied to schools who send delegates to events without pre-booking a place(s).**

SWIFT and its partners reserve the right to prevent delegate(s) from taking part in an event which has not been pre-booked, should an event be full or should the school not be eligible to send delegates under current membership arrangements.

## Costs and Payment

The cost of courses is as advertised on our website and published brochures and flyers.

These costs exclude VAT. Cost may change without prior notice, but changes will not affect bookings which have already been made. Payment in full is required at least one week prior to the start of the course or within 14 days from the date of your invoice, whichever is the earlier. Failure to settle accounts within these timescales will result in a surcharge of 25% being added to your invoice.

## CANCELLATION POLICY

### Course Cancellation by Provider

In the event that a course has to be cancelled due to low delegate numbers, a minimum of 24 hours' notice of cancellation will be given to those delegates allocated a place and a full refund will be issued.

In the case of last-minute unforeseen circumstances e.g. extreme weather conditions or tutor illness, delegates will be notified as soon as the circumstance is known where possible. The venue will also be notified of the situation and arrangements will be made to postpone and host the event at a later date.

### Course Cancellation by Applicant

If you wish to cancel your booking, please notify us in writing or by email as soon as possible.

Our Cancellation Policy and associated charges apply to any applicant not attending/who does not arrive for an event/course for which a confirmed place has been allocated to them or where they have cancelled their place within the timescales detailed in the cancellation policy below.

To cover the cost of processing your cancellation and to compensate us for the risk that we may not be able to resell your place, we make a cancellation charge on the scale shown below. Please note – no refunds will be given if you are unable to attend due to circumstances beyond our control (see below \*)

More than 21 days to date of event: Full refund available (minus £25 admin fee).

Between 20 - seven days to date of event: 50% refund available (minus £25 admin fee).

Six days or less to date of event: No refund available (plus £25 admin fee).

**N.B.** Days are calendar days.

*Where an event has multiple days the first day counts as the start of the event.*

*\* Important note – events beyond our control.*

We will not be liable or responsible for any failure to perform, or delay in performing of, any of our obligations, due to events outside of our control ('Force Majeure Event'). Events beyond our control include: civil disturbances, terrorist activity, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks – epidemic, pandemic, technical problems with transport, railways or other means of public transport, your or family illnesses, bereavements, actual or potential weather conditions and any other similar events, non---happening due to the inability of any presenter to deliver the workshop due to illness or injury in circumstances in which he/she cannot be replaced.

Our performance under any contract is deemed to be suspended for the period that the Force Majeure event continues. We will use our reasonable endeavours to find a solution by which our obligation under the contract may be performed despite the Force Majeure event. This means we will postpone the course to another date if this is possible and offer you places at the postponed course.

## Non-Chargeable Courses

(These are sessions that are part of the 'no additional charge' elements of the SWIFT Offer to schools).

If the place you are cancelling is for a 'no additional charge' event under the SWIFT Offer to Schools, you may withdraw, without penalty, provided a minimum notice of 24 hours before the start time of the event is given.

If less than 24 hours' notice is given, for each date of a course for which there is no additional charge, then the following charges will apply per applicant: £25.00.

Should a training course recruit insufficient numbers to make it viable, we reserve the right to cancel the course, without penalty, giving a minimum notice of 24 hours.

## Changes to Content and Delivery Mode

We hope that we will not have to make any change to your event but, because they are planned months in advance, we sometimes do need to make changes and amendments. We reserve the right to amend course content and/or course speakers and/or mode of delivery (for example from a face to face to an online event) at any time. If you have already booked, we will let you know as soon as we can. If you transfer your booking to another person, they must comply with all the terms of the existing booking.

## Commitment to Quality

SWIFT and its partners are committed to providing a high-quality professional development and training programme, including:

- **accessible venues and online meeting.**
- **expert course Facilitators.**
- **high standard of course content which is informed by relevant research and best practice.**
- **sensitivity to the experience and needs of participants.**
- **evaluation of service so that improvement can be identified.**

## Inclusion and Equality

All of our professional development and training courses make every effort to ensure equality of access and to meet the needs of the target audience. We are committed to promoting inclusive practice when working with children and young people. Please let us know if you have any specific needs.

## Exceptions

Separate cancellation policies may apply to certain stand-alone events or programmes and these will be clearly outlined as part of the event detail on the CPD Online system or on the booking form.

Always refer to cancellation policies when booking to ensure you are fully aware of terms and conditions.

## Complaints

If you have a complaint whilst attending a SWIFT or one of its partner courses, please notify the representative at the event who will endeavour to assist you and use his/her reasonable efforts to resolve the problem immediately. If you are still not satisfied, or there is any other aspect you are not happy with, you must write to the Director/Manager of the partner – details are available on the partner website or on request to Jude Owens ([Jude.Owens@sw-ift.org.uk](mailto:Jude.Owens@sw-ift.org.uk)). Please submit any complaint within 28 days of the course and allow sufficient time for us to investigate this before responding.

These Terms and Conditions took immediate effect for all events scheduled from 1 September 2022.



[www.sw-ift.org.uk](http://www.sw-ift.org.uk)