



# BRITISH BOARDING SCHOOLS WORKSHOPS

## TERMS AND CONDITIONS OF BUSINESS FOR SCHOOLS AND EXHIBITING COMPANIES

### 1. Interpretation

1.1 The definitions set out below apply in these terms and conditions (the **Conditions**):

<b>Application Form</b>	the schools and exhibiting companies application form completed online by the Customer;
<b>Contract</b>	the Customer's submission of the Application Form requesting a place at the Workshop and the Event Organiser's written or email acceptance of that request;
<b>Customer</b>	the school or exhibiting company whose name is set out in the Application Form;
<b>Data Protection Legislation</b>	the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law.
<b>Educational Agents</b>	the agents (whose principal purpose is to introduce international students to, and place such students with, boarding schools in the UK) that may attend the Workshop;
<b>Event Organiser</b>	British Boarding Schools Network Ltd incorporated and registered in England and Wales with company number 05728330 whose registered office is situated at Maple House, Goudhurst Road, Horsmonden, Tonbridge, Kent, TN12 8AE;
<b>Intellectual Property Rights</b>	all copyright, trade marks, trade, business and domain names, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered;
<b>Representative</b>	the representative(s) appointed by the Customer to attend the Workshop, as notified to the Event Organiser by the Customer by completing the online school profile form;
<b>Services</b>	the services to be provided by the Event Organiser under the Contract in relation to the Workshop, as described in Condition 3, together with any other services which the Event Organiser provides, or agrees to provide, to the Customer;
<b>VAT</b>	value added tax chargeable under English law for the time being and any similar additional tax;
<b>Workshop</b>	the event organised by the Event Organiser which is the subject of the Contract; and

**Workshop Handbook**

the handbook which is distributed to all attendees of the Workshop containing contact details and photographs for those Educational Agents, schools and exhibiting companies (together with their respective representatives and delegates) scheduled to attend the Workshop.

1.2 Headings in these Conditions shall not affect their interpretation.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

**2. Application of Conditions**

2.1 These Conditions shall:

2.1.1 apply to and be incorporated into the Contract; and

2.1.2 prevail over any inconsistent terms or conditions supplied by the Customer, or implied by law or course of dealing.

2.2 Completion of the Application Form constitutes an offer by the Customer to purchase the Services on these Conditions. No offer placed by the Customer shall be accepted by the Event Organiser other than by a written or email acknowledgement issued by the Event Organiser when a contract for the supply of the Services on these Conditions will be established.

2.3 The Event Organiser may at its absolute discretion refuse to accept any Application Form submitted by a Customer.

2.4 Any changes or additions to the Contract must be agreed in writing between the Customer and the Event Organiser.

**3. Event Organiser's rights and obligations**

3.1 The Event Organiser shall use its reasonable endeavours to organise, arrange and hold the Workshop.

3.2 Subject to the Event Organiser accepting an Application Form submitted by the Customer as contemplated by Condition 2.2, the Event Organiser shall reserve a place for the Representative to attend the Workshop and, subject to availability, allocate to the Customer a premium or standard package in accordance with the preference indicated by the Customer on the completed Application Form. If there is no availability for the Customer's specified preference, the Event Organiser may allocate to the Customer the package available subject to notifying the Customer.

3.3 The Event Organiser shall issue the Customer with an electronic link not less than four (4) weeks prior to the start of the Workshop, to enable the Customer to access the Electronic Appointments System (EASy) online to pre-book appointments with Educational Agents (or their delegate(s)).

3.4 The Event Organiser shall publish information relating to the Customer, as well as the other participating schools, exhibiting companies and Educational Agents (together with their respective representatives and delegates), in the Workshop Handbook; on the Event Organiser's website; and/or the Electronic Appointments System (EASy). The Event Organiser shall have editorial control in relation to any information that is included in the Workshop Handbook; on the Event Organiser's website; and/or the Electronic Appointments System (EASy).

3.5 At the beginning of the Workshop, the Event Organiser shall provide the Customer (or the Representative) with a copy of the Workshop Handbook.

3.6 The Event Organiser shall procure that a meeting table and four chairs (together with access to a power socket) are made available at the Workshop venue for the exclusive use of the Representative. The tables shall be arranged in alphabetical order by premium/standard tables within the Workshop venue.

3.7 The Event Organiser shall procure that the Representative will be provided with lunch, dinner and complimentary refreshments (tea, coffee, water and biscuits etc) at the Workshop.

3.8 The Event Organiser shall have the right to prohibit the use of any advertising materials that the Event Organiser (acting reasonably) deems unsuitable for the Workshop.

3.9 The Event Organiser shall have the right to refuse the Representative entry to the Workshop or to require the Representative to leave the Workshop if, in the reasonable opinion of the Event Organiser, the presence of the Representative at the Workshop is detrimental to the reputation of the Workshop or is not in the best interests of the other attendees at the Workshop.

#### **4. Customer's rights and obligations**

- 4.1 If the Customer has purchased a "premium package", it may use display materials including pop up stands that do not exceed a width of two point five (2.5) metres in the area allocated to them by the Event Organiser at the Workshop venue. Materials that obstruct the view of another participant's table are not permitted.
- 4.2 If a Customer has purchased a "standard package", it may use posters or photographs that are placed on the table or attached to the covering table cloth. Materials that obstruct the view of another participant's table are not permitted.
- 4.3 The Customer may not use audio equipment at the Workshop.
- 4.4 The Customer shall:
- 4.4.1 co-operate with the Event Organiser in all matters relating to or arising out of the organisation of, and holding, the Workshop;
  - 4.4.2 comply with the code of conduct for the Electronic Appointments System, (EASy);
  - 4.4.3 be responsible for arranging and paying for its Representative's travel arrangements to and from the Workshop;
  - 4.4.4 provide all materials and forms requested by the Event Organiser by the relevant deadline (including, but not limited to, any photographs of the Customer and/or its Representative for inclusion in the Workshop Handbook, on the Event Organiser's website and/or the Electronic Appointment System (EASy));
  - 4.4.5 procure that the Representative complies with and adheres to all rules, regulations and lawful instructions relating to the Workshop and/or the Representative's attendance at the Workshop;
  - 4.4.6 procure that at the end of the last appointment of each day of the Workshop, the Representative shall remove any laptop and other valuable equipment belonging to the Customer and/or the Representative from the room in which the Workshop is held; and
  - 4.4.7 liaise with the Event Organiser (and obtain the Event Organiser's consent) prior to it or the Representative arranging or participating in any activity or doing anything else which could reasonably be expected to have an adverse impact on, or otherwise be detrimental to, the Workshop.
- 4.5 The Customer warrants to the Company that:
- 4.5.1 in respect of all information and documents (submitted from time to time to the Event Organiser by, or on behalf of, the Customer, for publication on the Event Organiser's website, the Electronic Appointments System (EASy), the Workshop Handbook or elsewhere for the purposes contemplated in these Conditions) which contain the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or any copy by which any living person is or can be identified, the Customer has obtained the authority of such living person to make use of such name, representation and/or copy and has obtained and shall make use of such information and documents in accordance with Data Protection Legislation; and
  - 4.5.2 the reproduction and/or publication of information and documents (submitted from time to time to the Event Organiser by, or on behalf of, the Customer, for publication on the Event Organiser's website, the Electronic Appointments System (EASy), the Workshop Handbook or elsewhere for the purposes contemplated in these Conditions) as submitted by the Customer will not breach Data Protection Legislation, any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any person or render the Event Organiser liable to any proceedings whatsoever.
- 4.6 The Customer shall indemnify and keep indemnified the Event Organiser against any loss or liability arising out of any third party claim in respect of the Event Organiser's use of information and documents, including personal data (as defined by Data Protection Legislation), submitted from time to time to the Event Organiser by, or on behalf of, the Customer, for publication on the Event Organiser's website, the Electronic Appointments System (EASy), the Workshop Handbook or elsewhere for the purposes contemplated in these Conditions.
- 4.7 The Customer shall indemnify the Event Organiser against all liabilities, costs, expenses, damages and losses (including legal and other professional costs and expenses) suffered or incurred by the Event Organiser arising out of or in connection with any claim made against the Event Organiser by a third party for death, personal injury or damage to property arising out of the acts or omissions of the Customer or the Representative at, or during, the Workshop.

4.8 If the Event Organiser's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its Representative or employees, the Event Organiser shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

4.9 The Customer acknowledges that, whilst the Event Organiser takes reasonable steps to ensure the good character and reliability of any participating Educational Agents and their respective delegates, the Event Organiser shall not be liable for any subsequent breach of contract or breach of duty or damage that may be caused by any Educational Agent and/or its delegate.

## **5. Charges, payment and cancellation fee**

5.1 The fee(s) payable by the Customer for the Services will be as quoted on the Event Organiser's website and in any promotional materials provided by the Event Organiser from time to time (or as otherwise notified to the Customer in writing by the Event Organiser), except in cases of obvious error.

5.2 The Customer shall pay the Event Organiser, the fee(s) payable for the Services together with VAT as set out in the invoice presented to the Customer by the Event Organiser within thirty (30) days of the invoice date, except as otherwise expressly set out on the invoice. Invoices are payable by cheque or BACs payment. Cheques should be made payable to the Event Organiser.

5.3 Subject to paying the cancellation fee specified in Condition 5.4 or, as applicable, Condition 5.5, the Customer may cancel the booking for the Workshop at any time by giving written notice to the Company.

5.4 The Customer shall be liable to pay a cancellation fee to the Event Organiser equal to fifty per cent (50%) of the total fee(s) payable for the Services if it cancels its booking for the Workshop more than twelve (12) weeks prior to the start of the Workshop.

5.5 The Customer shall be liable to pay a cancellation fee to the Event Organiser equal to the full amount of the fee(s) payable for the Services if it cancels its booking for the Workshop within twelve (12) weeks of the start of the Workshop.

5.6 If the Customer cancels the booking for the Workshop in accordance with Condition 5.3, the Company shall use its reasonable endeavours to mitigate its loss by finding a suitable replacement to fill that booking. To the extent that the Company is able to mitigate its loss by finding a suitable replacement to fill the booking it shall refund part or all of the cancellation fee to the Customer (less any applicable costs and expenses).

## **6. Intellectual property rights**

As between the Customer and the Event Organiser, all Intellectual Property Rights and all other rights in (or associated with) the Workshop, the Application Form, the Workshop Handbook, the list of Educational Agents, any document supplied by the Event Organiser to the Customer containing advice on how best to prepare for the Workshop, the Electronic Appointments System (EASy) and the content of the Event Organiser's website shall be and remain vested in the Event Organiser.

## **7. Confidentiality**

The Customer shall keep in strict confidence all commercial know-how and all data, which is of a confidential nature to the extent disclosed to the Customer by the Event Organiser, its employees, representatives, consultants or subcontractors. Such commercial know-how and data includes (but is not limited to) the list of Educational Agents and any document supplied by the Event Organiser to the Customer containing advice on how best to prepare for the Workshop. The Customer may not disclose any such information or materials to any third party without the prior written consent of the Event Organiser. The parties acknowledge that damages alone may not be an adequate remedy for breach of the confidentiality obligations set out in this Condition.

## **8. Limitation of liability - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION**

8.1 This Condition 8 sets out the entire financial liability of the Event Organiser (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:

8.1.1 any breach of the Contract;

8.1.2 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

- 8.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 8.3 Nothing in these Conditions limits or excludes the liability of the Event Organiser:
- 8.3.1 for death or personal injury resulting from negligence; or
- 8.3.2 for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Event Organiser.
- 8.4 Subject to Condition 8.3:
- 8.4.1 the Event Organiser shall not be liable for:
- (a) loss of profits; or
- (b) loss of business; or
- (c) loss or theft of, or damage to, the Customer's (or the Representative's) property or belongings; or
- (d) loss of contract; or
- (e) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
- 8.4.2 the Event Organiser's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the price paid for the Services.
- 8.5 The Event Organiser shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any information supplied by or on behalf of any Educational Agents, schools or exhibiting companies which is incomplete, inaccurate or incorrect.

## **9. Data Protection and Privacy Policy**

The Customer acknowledges and agrees that the information which it provides on the Application Form (including any personal data) will be held on a data base to enable the Event Organiser to process the Customer's booking and that personal data will be processed by or on behalf of the Event Organiser for the purposes of administering the booking and as otherwise specified in these Conditions. If the Customer wishes to receive further information about the Company's privacy policy, please visit the Company's website at <http://britishboarding.com/privacy-policy>

9.2 Each party shall comply with Data Protection Legislation at all times and shall not do anything, or omit to do anything, to put the other party, in breach of Data Protection Legislation.

## **10. Termination**

- 10.1 Either party may terminate the Contract immediately by written notice if:
- 10.1.1 the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment; or
- 10.1.2 the other party commits a material breach of any of the terms of the Contract; or
- 10.1.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts.
- 10.2 On termination of the Contract for any reason:
- 10.2.1 the Customer shall immediately pay to the Event Organiser all of the Event Organiser's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Event Organiser may submit an invoice, which shall be payable immediately on receipt;
- 10.2.2 the Customer shall promptly return the Workshop Handbook to the Event Organiser together with the list of Educational Agents and any document supplied by the Event Organiser to the Customer containing advice on how best to prepare for the Workshop;

10.2.3 the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

10.3 On termination of the Contract (however arising), the following Conditions shall survive and continue in full force and effect:

10.3.1 Conditions 4.6 and 4.7;

10.3.2 Condition 6;

10.3.3 Condition 7;

10.3.4 Condition 8;

10.3.5 Condition 10; and

10.3.6 Condition 19.

## **11. Force majeure**

The Event Organiser shall have no liability to the Customer under the Contract if it is prevented from holding the Workshop (or from holding the Workshop in the same format (or substantially the same format) as contemplated by these Conditions) due to acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the Event Organiser or any other party), failure of a utility service or transport network, act of God, war, terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood or storm.

## **12. Waiver**

A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

## **13. Severance**

13.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

13.2 If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## **14. Entire agreement**

14.1 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

14.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract), as provided in the Contract.

## **15. Assignment**

The Customer shall not, without the prior written consent of the Event Organiser, assign any of its rights or obligations under the Contract.

## **16. No partnership or agency**

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

## **17. Rights of third parties**

A person who is not a party to the Contract shall not have any rights under or in connection with it.

## **18. Notices**

18.1 Any notice or other communication required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party. A notice or other communication required to be given under or in connection with the Contract shall not be validly given if sent by e-mail or by fax.

18.2 If a notice or other communication is delivered personally or by commercial courier, it is treated as being delivered at the time it is handed to or left for the party.

18.3 If a notice or document is sent by post, it is treated as being delivered:

18.3.1 twenty four (24) hours after it was posted, if first class post was used; or

18.3.2 seventy two (72) hours after it was posted, if first class post was not used,

provided it can be proved conclusively that a notice or document was delivered by post by showing that the envelope containing the notice or document was properly addressed and put into the post system with postage paid.

## **19. Governing law and jurisdiction**

19.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

19.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter.