

Proficio Education Terms and Conditions for Courses and Consultancy work

Professional Development Standard Terms and Conditions of Booking

All our Professional Development events (courses, sessions or conferences) are available on a first come, first served basis. The fee for a whole day event covers lunch and refreshments throughout the day plus all accompanying materials (light refreshments are provided for twilight and half-day sessions).

We will confirm receipt of your booking (but please note that this does not confirm the event will go ahead).

All successful applications will have joining details sent to them two to three weeks prior to the event. We advise that travel arrangements are not made until joining details are received. If not received one week before the event, please contact us on 07758 466585.

We reserve the right to amend the event programme where circumstances dictate.

We reserve the right to cancel or postpone events when viable numbers are not reached and will do our best to rearrange dates wherever possible. You will be contacted as soon as possible if, for any reason, we need to cancel or postpone the event.

Once viable numbers have been reached you will receive email confirmation, details of the event and directions to the venue. At this point schools/colleges will also be invoiced for the cost of the event. We expect payments to be made within 30 days of date of invoice.

COURSES, CONFERENCES AND CONSULTANCY CANCELLATIONS

Cancellation fees are based upon the notice given and the type of event.

1) Professional Development courses and conferences

Once a firm booking for a course or session has been made, the following cancellation charges will apply:

More than 28 days - £50

Within 28 days of event - 50% charge

Within 14 days of event - 100% charge

2) Confirmed dates for consultancy work

Where a consultancy day or days have been booked, the following late cancellation charge will be incurred:

More than 14 days' notice – £20 admin charge

Within 14 days of confirmed booked day - 50% charge

Within 7 days of confirmed booked day - 100% charge

Name changes and substitutions – no charge applicable.

All cancellations/changes must be confirmed in writing (email confirmation is accepted).

For all PD events please note:

We are not able to offer any refund if an individual session within a suite of PD sessions is cancelled by you or your school/college or not attended e.g. non-attendance at 1 out of 3 twilight sessions.

We are not able to refund any travel or accommodation costs incurred by you (or your school/college) should arrangements be made and the event is subsequently cancelled or postponed by us.

We are unable to transfer bookings from one event to another and will be subject to the cancellation charges outlined.

Personal use of material

Individuals from schools or colleges who have attended Proficio Education events (course, conference or consultancy) may copy documents from said events for personal, non-commercial use, including for private study or research, on the condition that Proficio Education are credited as the source, and the copyright holder if applicable. No modifications to the material should be made.

BESPOKE/CONSULTANCY SERVICES AND PROGRAMMES

A Consultancy Contract will be drawn up between Proficio Education (the Contractor) and the individual school or college (the Client).

All surveys, forecasts and recommendations made under a Consultancy Contract, any subsequent reports, working papers or letters will be prepared in good faith on the basis of the co-operation of the Client and the information before the Contractor at the time. Ultimately the Contractor can express only opinions. Understandably therefore the Contractor, its officers, employees and consultants can accept no liability whatsoever arising from the services to be supplied or from any document produced by the Contractor, whether to the Client or to any third party.

1. **Aim:** The Contractor to provide support and services as mutually agreed with the Client.
2. **Objectives:** The Contractor will undertake such work as may be required as per the Consultancy Contract and subject to the details and timeframe set out in the Consultancy Contract. The Client will provide the Contractor with information required to assist in the preparation and completion of objectives of the Consultancy Contract.
3. **Timescale:** The Contractor will perform the Consultancy Contract as mutually agreed between the Client and the Consultant. Any extension to the Consultancy Contract will be subject to the rates listed below. The Consultant will be engaged by the Contractor to ascertain the nature and appropriate timescale for the Consultancy Contract to be completed. The Consultant may deem it appropriate to alter the timeframe set out in the Consultancy Contract.
4. **Fees and expenses:** The fees charged are wholly dependent on the type and format of the CPD being booked. All Consultancy Contract expenses will be recharged at cost as incurred and will include travelling (mileage at 45p per mile), overnight subsistence (if required), communications and postage and will be subject to VAT.

5. Modification of contract

Time and cost factors are given in good faith based on the information available. It may be necessary to reach agreement on an extension in time and/or volume of commitment in the light of progress. Any modification of the Consultancy Contract should be confirmed in writing and signed by both parties before any additional service work begins.

6. Information, services and working facilities

The Contractor to be provided with access to employees and agencies served by the Client as necessary and to be furnished with such information, services and facilities as shall be suitable and adequate for the undertaking of the duties under the Consultancy Contract.

7. Confidentiality

Any information disclosed to the Contractor and/or Consultant pertaining to this Consultancy Contract or any information identified by the Contractor pertaining to the Client will be kept confidential except insofar as is necessary to the completion of this Consultancy Contract when disclosure of such information shall be at the Contractor's and/or Consultant's discretion. In carrying out their functions under the Consultancy Contract, the Contractor and/or Consultant may deal with personal data relating to individuals connected with the Client. Such information will be dealt with in a secure and confidential manner that is consistent with the principles set out in the Data Protection Act 1998.

8. Reporting

The Contractor will furnish the Client with written/oral reports from time to time as necessary and written reports at the completion stage to a designated member of staff. Working papers may be submitted from time to time and discussed with appropriate members of staff on a confidential basis. Unless specifically stated otherwise all reports and working papers shall be the property of the Client.

9. Termination

Either party can terminate the Consultancy Contract giving fourteen days' notice in writing. The Contractor reserves the right to reclaim the cost of any materials, meetings, preparation and advice provided prior to the termination of the Consultancy Contract.

10. Payment

Invoices for the services set out in the Consultancy Contract will be sent on completion of said services. Payment is due within 30 days of date of invoice.

September 2023