

# **ETF Booking: Terms and Conditions**

Updated: 05/09/2023

## **Introduction**

These Terms and Conditions reference the Education and Training Foundation (ETF, we, us, our), a registered charity (registration no: 1153859) and company limited by guarantee (company registration number (England and Wales): 08540597). It also includes our subsidiary company, ETF Services Limited (company registration number (England and Wales): 9511877), and our professional membership organisation, the Society for Education and Training (SET).

By accepting these terms and conditions, you are entering into a contractual relationship with the Education and Training Foundation, 157-197 Buckingham Palace Road, London, SW1W 9SP.

## **Payment**

Payment is due within **30 days of the invoice being issued**. In the event of late payment, we reserve the right to decline future course bookings from the same institution. We also reserve the right to charge interest on outstanding invoices at the rate of 2% per calendar month.

## **Authorisation**

By submitting a booking to us, by whatever means, you are acknowledging that you have received authorisation for this expenditure from the relevant person at your institution. Therefore, we reserve the right to pursue payment for your booking 7 days after it was completed.

## **Subsidies**

Unless stated otherwise, our subsidised prices are available to employees of ESFA-funded organisations. By selecting this option during booking, the customer is confirming that they work for an ESFA-funded organisation. The ETF reserves the right to periodically spot check and validate this confirmation and to pursue customers for additional payments if this confirmation is proved to be invalid.

## **Booking cancellations, transfers and refunds**

All cancellations and transfers requests must be made in writing to [enquiries@etfoundation.co.uk](mailto:enquiries@etfoundation.co.uk) or by phone to 0800 0 831 830.

If a customer cancels a place on a course within seven working days of making the booking or at least 14 days before the start date of the course, they will be entitled to a full refund of the amount they had paid for the place.

Where a course or programme includes a mandatory pre- course activity the start date will be the date the participant commences this activity. To obtain a full refund the booking must be cancelled 14 days before the start of the pre-course activity.

Cancellations outside of these periods will not receive a refund. Instead, a colleague from the same institution can be put forward to take the place without a further payment.

A customer can request a transfer to an alternative, identical instance of a course. Transfers will be offered only if spaces are available. If there are no spaces, the customer can retain their original booking or cancel.

Transfers requested within seven working days of the booking or 14 days before the start date of the course will be carried out (subject to available places) at no extra cost. Outside of this period we reserve the right to charge a transfer fee of 25% of the original course price.

### **Course cancellation**

In circumstances where the ETF (or its partners) are required to cancel a particular course instance, the customer will be notified at least 7 days before the start date. In the event that courses are cancelled in an emergency or due to unforeseen disruption, customers will be notified at the earliest possible opportunity.

In the event of a cancellation, customers will be offered the option to transfer (if available) to an alternative instance at no additional charge. If there is no available alternative, or the customer chooses not to transfer their booking, the ETF will fully refund their payment or cancel any unpaid invoice.

Please note that we cannot refund travel or accommodation costs when a course is changed or cancelled.

### **Course content**

The ETF's courses are constantly updated and improved, and we reserve the right to alter any of the courses' content without prior notice. The ETF will make every effort to provide the services and courses as specified, but, if for any reason beyond its control it fails to do so, neither the ETF nor its trustees or employees shall be liable for any resulting loss or damage.

### **Certificate of attendance and Impact Surveys**

The Foundation will issue Certificates of attendance to delegates who have fully attended a course. Certificates cannot be issued for partial attendance.

The ETF may send requests to delegates for information and feedback once a course is completed. This will normally be collected through our Post Course and Impact surveys, although other methods may be used. Please note that we may use your survey responses, in the form of anonymous quotes, in ETF publications and promotional material (printed and digital).

The ETF, or third-party evaluators acting on our behalf, may also contact you directly after the end of your course to ask you more about the impact this has had on your practice or to find out more about your experience of attending the course. By booking a place on an ETF course you are confirming that you are willing to be contacted.

### **Free Places**

The ETF is committed to ensuring that our courses are accessible. Our free place offer aims to ensure greater diversity on our courses and we will be monitoring uptake to assess its impact. If you have requested a free place, you must fit one of the following criteria:

- Work in an organisation in one of the 24 priority areas (Blackpool, Bradford, Derby, Doncaster, Fenland and East Cambridgeshire, Halton, Hartlepool, Hastings, Ipswich, Knowsley, Liverpool, Middlesbrough, Norwich, Nottingham, Oldham, Portsmouth, Rochdale, Salford, Sandwell, Scarborough, Stoke-on-Trent, Tameside, Walsall, West Somerset)
- Work in an organisation with an annual turnover of less than £500,000.
- Consider yourself to have a disability.
- Come from black or minority ethnic community.

The ETF, or third-party evaluators acting on our behalf, will contact a sample of individuals who have taken up our free place offer, to assess its effectiveness and impact. By accepting a free place, you are confirming that you are willing to be contacted.

### **Data protection and security**

The Education and Training Foundation is committed to ensuring that your privacy is protected. We may process personal data that you provide to us directly through this website or via third parties who act on our behalf, when we do so it will only be used in accordance with our Privacy and Cookie Policy. Our Privacy and Cookie Policy, which

details the ways in which we process, hold and share your data, is available at <http://www.et-foundation.co.uk/terms-of-usage/privacy-cookie-policy/>.

The ETF will complete due diligence on third parties we ask to process your data on our behalf to deliver services, such as training courses. As part of our contract management processes, we keep an overview of how your data is processed by third parties.

The ETF also recognises the importance of customer data, and ETF Booking complies with industry-standard security levels. Customers should take all reasonable steps to ensure that login details are secure and passwords are protected. Customers should take extra precaution when accessing their account in a public space or on a shared computer to protect personal information.

Recording disclaimers will be included on any webinars hosted by us or our partners. Attendees will receive a notification when a recording starts, or if they join a session that is already being recorded. Attendees will be prompted to provide their consent to be recorded in the webinar and can either consent to stay in the session or leave. After the session, a report listing the attendees who provided consent can be generated by the host, but this only be for the purposes of the ETF monitoring attendance and recording reach and impact data.