# **ETF Booking: Terms and Conditions**

Updated: 28 February 2025

### 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). They also include 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 making a booking, you confirm you accept these terms and conditions and that you are entering into a contractual relationship with the Education and Training Foundation, 157-197 Buckingham Palace Road, London, SW1W 9SP.

#### Payment

Where invoicing terms are offered, payment is due within 30 calendar days of receipt of invoice. In the event of late payment, we reserve the right to decline future bookings from the same institution. ETF will also be entitled, but not obliged, to charge statutory interest on the overdue amount, in accordance with the Late Payment Commercial Debts (Interest) Act 1998, from the due date up to the date of actual payment.

#### 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.

#### **Subsidies**

Unless stated otherwise, our subsidised prices, where offered, are available to employees of Education and Skills Funding Agency (ESFA) funded organisations only. 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 transfer requests must be made in writing via email to <u>enquiries@etfoundation.co.uk</u>.

If a customer cancels a place on a paid-for course or Specialist Status, they will be liable for a Cancellation Fee, depending on the amount of notice given, as follows:

Number of calendar days' written notice of cancellation from start date	Cancellation Fee (expressed as a percentage of the total course cost)
0-5	100%
5-14	60%
15-29	30%
30 or more	0%

Where a course or programme includes a mandatory pre-course activity, the start date will be the date the participant is required to commence this activity.

As an alternative, an eligible colleague from the same institution can be put forward to take up the place.

# Transfers

Where a customer is unable to attend the course they originally booked, they can request a transfer to the next available instance of a course.

If there are no available spaces within the next instance, ETF will endeavour to find an alternative instance of the course. Where this is not possible, the customer can retain their original booking or cancel their booking (please see above for cancellation terms).

Transfers requested 14 or more calendar days before the start date of the course will be carried out (subject to available places) at no extra cost. For transfers requested within 14 calendar days of the start date, ETF reserves the right to charge an **additional** transfer fee of £25 per person.

## Discounts

From time to time ETF offers discounted or free events.

Where discounts are offered as part of an individual membership, these are for use for that named individual's benefit only and cannot be used on purchases for others.

ETF reserves the right to withdraw or change the discounts offered at any time, though in such circumstances any such changes will not impact on courses that have been booked but not yet attended.

#### **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 seven calendar 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 of course costs 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 and Specialist Statuses are constantly updated and improved, and we reserve the right to alter any of 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

ETF will issue Certificates of attendance to delegates who have completed all elements of a course as required. Certificates to confirm completion/award will be issued to participants in the Specialist Status validation programmes. Certificates cannot be issued for partial attendance to a course or partial completion/achievement of a Specialist Status. 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 or Specialist Status you are confirming that you are willing to be contacted.

## **Specialist Statuses and eligibility**

Prior to applying, individuals are responsible for checking they meet the eligibility criteria to undertake any Specialist Status. Individuals must use the full <u>entry requirements</u> available on the ETF website to make an informed decision to ensure the programme is right for them. If individuals require clarification on any aspect of the eligibility criteria, they should contact us by emailing <u>membership@etfoundation.co.uk</u> or call us on 0800 093 9111, open Monday to Friday 9:30am to 5:00pm.

# Access Places (courses only)

For some funded contracts, ETF is able to offer free places where a participant charge would otherwise be applied. These are only available on **selected courses.** It aims to ensure greater diversity on these courses and ETF will be monitoring uptake to assess its impact.

If you have requested an access place on an eligible course, 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 a 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 an access place, you are confirming that you are willing to be contacted.

In order to ensure that these places generate the maximum benefit to potential participants and the wider sector, ETF will charge a cancellation fee equivalent to the standard cost of a place in the event of a no-show or a cancellation within 14 calendar days of the start date of the event.

## Data protection and security

The Education and Training Foundation is committed to ensuring that your privacy is protected. We may process personal data (whether it is your own personal data or the personal data of your employees/colleagues for whom you are making bookings) that you provide to us either directly through this website, or via third parties who act on our behalf; such personal data will only be used in accordance with our Privacy Notice and Cookie Policy. Our Privacy Notice 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 our learning management system complies with industrystandard 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.

# Intellectual Property

ETF, any relevant funding body, and the Customer shall each retain ownership of all intellectual property rights in any materials which they owned prior to the commencement of this booking.