



BSA Group Services LTD

Events terms and conditions

bsa | GROUP
baisis bsa hieda sacpa tiob



bsa | BOARDING
SCHOOLS'
ASSOCIATION
Part of the BSA Group

sacpa | SAFEGUARDING AND
CHILD PROTECTION
ASSOCIATION
Part of the BSA Group

baisis | BRITISH ASSOCIATION OF
INDEPENDENT SCHOOLS
WITH INTERNATIONAL STUDENTS
Part of the BSA Group

hieda | HEALTH IN
EDUCATION
ASSOCIATION
Part of the BSA Group

bsa | GROUP LEGAL
SERVICES LTD

tiob | THE
INSTITUTE
OF BOARDING
Part of the BSA Group

Speaker

terms and conditions

1. Introduction

The BSA Group comprises entities owned all or in part by The BSA Group Services Limited, a company registered in England and Wales with registration number 4676107 and whose registered office is at 167-169 Great Portland Street, 5th Floor, London, W1W 5PF.

As of November 2022, the entities in the BSA Group Services Limited are the Boarding Schools' Association (BSA), the British Association of Independent Schools with International Students (BAISIS), the Safeguarding and Child Protection Agency (SACPA), Health in Education Association (HIEDA) and The Institute of Boarding (TIOB) (company number 13042473).

2. Interpretation

1. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
2. Any words following the terms: including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
3. Words importing any gender include every gender.
4. Words importing the singular number include the plural number and vice versa.
5. Words importing persons include firms, companies and corporations and vice versa.
6. Any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done.
7. The headings to the clauses, schedules and paragraphs of this Agreement are not to affect the interpretation.

3. Events bookings

1. **Introduction** These are the “Booking Terms and Conditions” for events referred to on the bookings page accessed via our website.

In these Booking Terms and Conditions, references to the Delegate and the organisation/school shall mean those persons detailed in the Booking Application Form.

2. **Applications** All bookings must be made via an online booking. No telephone bookings will be taken. Please note that a place is not confirmed until The BSA Group receives payment and sends confirmation. The BSA Group reserves the right to decline bookings from any individual, group, or company.
3. **Payment terms** Bookings are not confirmed until payment is received by The BSA Group. All payments must be received within 14 working days prior to the date of the event. We accept payment by cheque and through the BACS system. The details of our bank account are shown on our invoices which will be sent once we have received the application.

Remittance advice should be included with the invoice for day seminars and conferences, and orders for publications.

4. **Transfers/changes** All requests for transfers and changes must be made by email to either info@sacpa.org.uk, baisis@boarding.org.uk, info@hieda.org.uk or bsa@boarding.org.uk and will be acknowledged.

There is no charge for transferring a booked place to another named member of the school/organisation staff. Notification of any transfers/changes must be made in writing to The BSA Group (contact details as set out above) as follows:

- For virtual courses, not less than 48 hours before the start of the course; and
- For in person, non-residential, courses, not less than 1 week before the start of the course; and
- For residential courses not less than 2 weeks before the start of the course.

5. All **cancellations** must be made in writing to The BSA Group (please see 3.4 for contact details).

The following percentages of fees shall be retained by The BSA Group dependent on when cancellations are made:

Virtual Events

Fee retained/refund

- 7 working days before the virtual event - **25% / 75%**
- 3-6 working days before the virtual event - **50% / 50%**
- 0-2 working days before the virtual event - **100% / None**

Note: Full fee will be applicable if a delegate fails to attend.

Virtual accredited course

- 4 weeks before Day 1, a full refund (minus the registration charge).

After this period and before Day 1, a charge of £120 plus the Registration Fee will be made.

If cancelling once the course has started, then a registration fee plus pro-rata payment for the number of days attended will need to be paid.

In-person Events

Fee retained/refund

In-person training/events

- 4 weeks before training commences - **100% / None**

Note: Full fee will be applicable if a delegate fails to attend.

Accredited training courses

- 4 weeks before Day 1, a full refund (minus the registration charge).

After this period and before Day 1, a charge of £120 plus the registration fee will be made. If cancelling once the course has started, then a registration fee plus the number of days attended will need to be paid.

6. **Changes** The BSA Group reserves the right to cancel a course at any time. In such cases schools/companies will be offered an alternative date or entitled to a full refund. Programmes are correct at the time of going to print, however, you must accept that changes to the programme may occasionally be necessary.

7. General

7.1 Views expressed by speakers are their own. The BSA Group does not accept any liability for advice given or views expressed by them or in any course materials provided to the Delegates.

7.2 For in-person events, the Delegate and the organisation/School shall be jointly and severally liable for payment of the fees and accommodation charges and in respect of any damage to equipment and/or the course venue by the Delegate.

7.3 The Delegate must strictly comply with all policies put in place by The BSA Group relating to the event, including:

- (a) Safeguarding Policy;
- (b) Health and Safety Policy;
- (c) CCTV policy;
- (d) Conduct policy; and
- (e) Premises Rules.

7.4 The Delegate must not use the premises where the event is taking place or any part of it for any activities which are dangerous, offensive, noxious, illegal or immoral or which are or may become a nuisance to The BSA Group or the owner or occupier of any neighbouring property.

7.5 The Delegate must not do anything which might invalidate any insurance maintained by The BSA Group in respect of the premises or which might increase the insurance premium payable for the premises where the event is taking place.

4. Limitation of liability

1. The BSA Group has obtained one or more insurance policies to cover the liabilities that may arise under these Terms and Conditions and the insurance policies shall remain in force during the period when these Terms and Conditions are in force.
2. The limits and exclusions in this clause reflect the insurance cover The BSA Group has been able to arrange and the other party is responsible for making its own arrangements for the insurance of any excess loss.
3. References to liability in this clause include every kind of liability arising under or in connection with the Terms and Conditions including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
4. Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
5. Nothing in this clause shall limit the other party's payment obligations to The BSA Group under the Terms and Conditions.
6. Nothing in the Terms and Conditions limits any liability which cannot legally be limited, including but not limited to liability for:
 - a) death or personal injury caused by negligence;
 - b) fraud or fraudulent misrepresentation; and
 - c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
6. The BSA Group's total liability to the other party for loss or damage shall not exceed £5,000.
7. This clause 8 sets out the types of loss that are wholly excluded:
 - a) loss of profits.
 - b) loss of sales or business.
 - c) loss of agreements or contracts.
 - d) loss of anticipated savings.
 - e) loss of use or corruption of software, data or information.
 - f) loss of or damage to goodwill; and
 - g) indirect or consequential loss..

5. Force majeure

1. The Virus: The Coronavirus also called COVID-19 the spreading of which has been classed as a pandemic and any effects arising from or in connection with the same including, but not limited to, any actions, recommendations, announcements or restrictions, related to its subject matter (whether made by a government body, authority, public health organisation or other similar official body) which affect a party's performance of its obligations under this Agreement.
2. Force Majeure Event means any circumstance not within a party's reasonable control which affects it performing its obligations under this Agreement including, without limitation:
 - 2.1 acts of God, flood, drought, earthquake or other natural disaster;
 - 2.2 any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause);
 - 2.3 interruption or failure of utility service;
 - 2.4 the Virus;
 - 2.5 epidemic or pandemic;
 - 2.6 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - 2.7 nuclear, chemical or biological contamination, or sonic boom;
 - 2.8 any law or any action taken by a government or public authority;
 - 2.9 collapse of buildings, fire, explosion or accident.
3. If and to the extent that a party (**Affected Party**) is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event, the Affected Party shall as soon as practicable notify the other party in writing of the Force Majeure Event, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement.
4. Provided it has complied with clause 3, the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations while such Force Majeure Event continues to have effect. The time for performance of such obligations shall be extended accordingly.

5. The Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
6. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 3 months, the party not affected by the Force Majeure Event may terminate this agreement by giving written notice to the Affected Party.
7. If a Force Majeure Event is prevailing or predicted at the date of this agreement an Affected Party will be entitled to relief under this clause only if at the date of this Agreement, the Affected Party had good reason to believe that it would be able to perform its obligations notwithstanding the Force Majeure Event.

6. General

1. **Payment – VAT.** All amounts payable to The BSA Group under these Terms and Conditions are exclusive of amounts in respect of value added tax chargeable from time to time (VAT).
2. **Interest.** If payment due to The BSA Group under the Terms and Conditions is not made by the due date, then the party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
3. **Set-off.** All amounts due under the Terms and Conditions shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
4. **Assignment and other dealings.**
 - 4.1 The BSA Group may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Terms and Conditions.
 - 4.2 The other party shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Terms and Conditions without the prior written consent of The BSA Group.
5. **Confidentiality.**
 - 5.1 Each party undertakes that it shall not at any time during the Terms and Conditions, and for a period of two years after termination or expiry of the Terms and Conditions, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 5.2.

5.2 Each party may disclose the other party's confidential information:

- a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Terms and Conditions. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 5; and
- b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

5.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Terms and Conditions.

6. **Entire agreement.**

6.1 The Terms and Conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

6.2 Each party acknowledges that in entering into the Terms and Conditions it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Terms and Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Terms and Conditions.

6.3 Nothing in this clause shall limit or exclude any liability for fraud.

7. **Variation.** Except as set out in these Terms and Conditions, no variation of the Terms and Conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8. **Waiver.** A waiver of any right or remedy under the Terms and Conditions or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Terms and Conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Terms and Conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.

9. **Severance.** If any provision or part-provision of the Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of the Terms and Conditions is deleted under this clause 9 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

10. **Notices.**

10.1 Any notice or other communication given to a party under or in connection with the Terms and Conditions shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the following email address:

The BSA Group:

Other party:

10.2 Any notice or communication shall be deemed to have been received:

10.2.2 if delivered by hand, at the time the notice is left at the proper address;

10.2.1 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

10.2.3 if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

10.3 This clause 10 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

11. **Third party rights.**

11.1 Unless it expressly states otherwise, the Terms and Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Terms and Conditions.

11.2 The rights of the parties to rescind or vary the Terms and Conditions are not subject to the consent of any other person.

12. **Intellectual Property Rights.** Intellectual Property Rights are defined as:

patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. All Intellectual Property Rights in or arising out of or in connection with the provision of services under these Terms and Conditions (other than Intellectual Property Rights in any materials provided by a speaker at an event) shall be owned by The BSA Group.

13. **Data Protection.** Each party shall comply with all applicable data protection legislation and regulations in force relating to the processing of personal data, privacy and security, including, without limitation (the Data Protection Act 2018 and the UK General Data Protection Regulation; and any modifications or re-enactments of them for the time being in force).. Neither party shall by their act or omission cause the other party to breach data protection laws.

14. **Governing law.** The Terms and Conditions, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

15. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Terms and Conditions or its subject matter or formation.

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