



BSA Group Services LTD

Speaker 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

In these Terms and Conditions, references to “we” or “us” means The BSA Group and references to “you” or “other party” means the confirmed speaker/contributor. The “event” means the event, course, or conference to which you have agreed to contribute.

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).

The BSA represents over 600 independent and state boarding schools in the UK and internationally. BSA services include professional development, government relations, communications, media, publications, conferences and events.

2. Interpretation

- 2.1 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.
- 2.2 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. Interpretation

As a speaker/contributor and active participant in the programme, you agree to provide The BSA Group with the unrestricted right to use the following:

Full name, job title, hi-res photograph, biography (approx. 150 words), topic information (session title and description) of the speaker and the name and logo of any affiliated company (if applicable)

for:

the marketing and promotion related to the event. Promotion includes listings on our website, promotional emails, newsletters, promotional flyers, social media, and various other sources as determined by The BSA Group; and

use in the distribution of the presentation and any associated materials/resources used during the event to participants.

The speaker/contributor agrees to provide BSA Group with the above listed information within the requested timeframe to ensure accurate publicity is produced and all necessary practical arrangements are made, along with your contact details and A.V requirements.

If any of this information changes prior to the booked session, you agree to notify The BSA Group immediately.

4. Presentation consent

You agree to work with BSA Group, other speakers/contributors at the event, and supporting staff in the professional presentation of the event/session. You agree to limit your presentation to the topic and time agreed and come to the event with a professional presentation prepared.

Sales presentations shall not be permitted, and you will refrain from making promotional statements about your company and services unless this is explicitly agreed with The BSA Group beforehand.

You guarantee that the contents of your presentation, supporting documents, and information provided for publicity are true and do not reveal confidential information, or in any manner infringe the rights of a third party. If case studies are used or information is submitted by a third-party organisation, you warrant that you are entitled to use the information on the terms mentioned above. Where images of children have been included, you must ensure that the correct consents have been sought from parents or guardians.

5. Fees and expenses

You should notify The BSA Group of your proposed fee, if applicable, in advance of confirmation of the engagement. This fee will be all inclusive unless we have agreed to reimburse expenses for travel and/or accommodation, in line with The BSA Group's standard expenses policy. This will be decided on a case by case basis and at the discretion of The BSA Group.

The BSA Group will confirm to you whether the fee is agreed and confirm your participation in the event. Invoices for speaker/contributor fees and expenses should be submitted to The BSA Group within four weeks following the delivery of the event.

The BSA Group reserves the right to withhold payment if the speaker/contributor brings The BSA Group, or any of its members, into disrepute or if the speaker/contributor delivers incorrect content or does not comply with the agreed brief.

6. Cancellation

Your participation in the event is an important contribution and will make a significant difference to its success. Participants and potential participants rely on the promotional materials that announce your participation. You agree that you will only cancel your participation due to external circumstances beyond your control. Should you need to cancel your attendance for the above reasons, please inform The BSA Group immediately. In the event of a cancellation on your part, no fee will be payable. It is helpful if you suggest another speaker from your company with the same experience and comparable position, however, we reserve the right to appoint replacement speakers. In no case can you send a replacement speaker without our prior consent.

The BSA Group reserves the right to cancel the event, change the date, venue and/or the programme, with the result of the cancellation of participation of speakers or a change in the date or time of their participation. In the event of cancellation, The BSA Group is not liable for any expenses incurred by the speaker unless previously agreed in writing. You will be informed as soon as possible regarding any change to the event programme, or cancellation of the event.

In a situation where the event is cancelled by The BSA Group, the following terms will apply:

- If The BSA Group cancels more than 14 working days in advance, no fee will be paid
- If The BSA Group cancels between eight and 14 working days in advance, 10% of the speaker's fee will be paid
- If The BSA Group cancels seven working days in advance, or less, 50% of the speaker's fee will be paid.

7. Limitation of liability

- 7.1 The BSA Group has obtained insurance cover in respect of its own legal liability for individual claims not exceeding 50% of the agreed fee and committed travel expenses per claim.
- 7.2 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.
- 7.3 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.
- 7.4 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 7.5 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).
- 7.6 The BSA Group's total liability to the other party for loss or damage shall not exceed 50% of the agreed fee and committed travel expenses per claim.
- 7.7 This clause 7 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.

8. Termination

- 8.1 Without affecting any other right or remedy available to it, either party may terminate the Terms and Conditions with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Terms and Conditions and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Terms and Conditions has been placed in jeopardy.
- 8.2 Without affecting any other right or remedy available to it, The BSA Group may terminate the Terms and Conditions with immediate effect by giving written notice to the other party if there is a change of control of the other party
- 8.3 Termination or expiry of the Terms and Conditions shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Terms and Conditions which existed at or before the date of termination or expiry.
- 8.4 Any provision of the Terms and Conditions that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Terms and Conditions shall remain in full force and effect.

9. General

- 9.1 **Force majeure.** Neither party shall be in breach of the Terms and Conditions nor liable for delay in performing, or failure to perform, any of its obligations under the Terms and Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 9.2 **Assignment and other dealings.**
- 9.2.1 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.
- 9.2.2 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.
- 9.3 **Confidentiality.**
- 9.3.1 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 9.3.2.
- 9.3.2 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 9.3; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Terms and Conditions.

9.4 Entire agreement.

- 9.4.1 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.
- 9.4.2 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.
- 9.4.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 9.5 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).
- 9.6 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.
- 9.7 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 9.7 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.

9.8 Notices.

- 9.8.1 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 fax to its main fax number or sent by email to the following email address: baisis@boarding.org.uk, bsa@boarding.org.uk, info@hieda.org.uk or info@sacpa.org.uk

The BSA Group:

Other party:

- 9.8.2 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) 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
 - (c) if sent by fax or 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 1.8(b)(iii), 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.

This clause 9.8 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.

9.9 Third party rights.

- 9.9.1 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.
- 9.9.2 The rights of the parties to rescind or vary the Terms and Conditions are not subject to the consent of any other person.

9.10 Intellectual Property Rights.

9.10.1 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.

9.10.2 All Intellectual Property Rights in or arising out of or in connection with the event 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.

9.11 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.

9.12 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.

9.13 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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