



BIRMINGHAM EDUCATION PARTNERSHIP

TERMS & CONDITIONS



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OUR TERMS

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.
- 1.3 **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:
- you are an individual.
 - You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
- 1.4 **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are **BIRMINGHAM EDUCATION PARTNERSHIP LIMITED** a company registered in England and Wales. Our company registration number is 08945454 and our registered office is at C/O Adderley Nursery School, 1 St Saviours Rd, Birmingham, B8 1HN. We are registered with the Charity Commission under registration number 1165709.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 0121 285 0924 or by writing to us at C/O Adderley Nursery School, 1 St Saviours Road, Birmingham B8 1HN.

- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing by email and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

- 3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

- 3.4 **We only sell to the UK.** Our website and the Birmingham Education Hub is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4. OUR PRODUCTS

- 4.1 **Products may vary slightly from their pictures.** The images of the products on our website and the Birmingham Education Hub are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product(s) / exhibition space may vary slightly from the images on the website and the Birmingham Education Hub in size, layout and or location. **Product packaging may vary.** The packaging of the product may vary from that shown in images on our website and the Birmingham Education Hub.

- 4.2 **Making sure your measurements are accurate.** If we are providing exhibition space in the sale in accordance with measurements you have given us you are responsible for ensuring that these measurements are correct. You can find information and tips on how to measure by contacting us.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. OUR RIGHTS TO MAKE CHANGES

6.1 **Minor changes to the products.** We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements the anticipated practical effects of any changes shall be notified at such time these changes are made.; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. Where these changes will affect your use of the product the impact will be explained at the time of implementing such minor technical adjustments and or improvements.

6.2 **More significant changes to the products and these terms.** In addition, as we informed you in the description of the product on our website and the Birmingham Education Hub, we may make changes to these terms or the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

6.3 **Updates to digital content.** We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

7. PROVIDING THE PRODUCTS

7.1 **Delivery costs.** The costs of delivery will be as displayed to you on our website and the Birmingham Education Hub.

7.2 **When we will provide the products.** During the order process we will let you know when we will provide the products to you. If the products are ongoing services or subscriptions, we will also tell you during the order process when and how you can end the contract.

- (a) **If the products are goods.** If the products are goods we will deliver them to you as soon as reasonably possible and in any event within 30 (thirty) days after the day on which we accept your order.

- (b) **If the products are one-off services.** We will begin the services on the date set out in the order. The estimated completion date for the services is as told to you during the order process.

- 7.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 7.4 **Collection by you.** If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours of 8:30 am – 4:30 pm on weekdays (excluding public holidays).
- 7.5 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot where applicable.
- 7.6 **If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 10.2 will apply.
- 7.7 **When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.
- 7.8 **When you own goods.** You own a product which is goods once we have received payment in full.
- 7.9 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you. For example, name, organisation, job role, email address, delivery address, payment information, telephone contact, preferred options (training dates, venues). If so, this will have been stated in the description of the products on our website and the Birmingham Education Hub. We will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, the order will not be accepted by us. If you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or

make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.10 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements; and or
- (c) make changes to the product as requested by you or notified by us to you (see clause 6).

7.11 Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product unless the problem is urgent or an emergency. If we have to suspend the product for longer than 3 (three) months in any 12 (twelve) month period, we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 3 (three) months and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.12 We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see clause 13.4) and you still do not make payment within 7 (seven) days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 13.6). We will not charge you for the products during the period for which they are suspended.

8. YOUR RIGHTS TO END THE CONTRACT

8.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money

back), **see clause 11** if you are a consumer and **clause 12** if you are a business.

- (b) Where you are exercising your right under the provisions of clause 8.1 (a) you agree that the onus is on you to ensure the suitability of a course and or venue prior to make any booking. We shall not be liable to accept any cancellations and or provide refunds where the course is deemed to be unsuitable owing to its subject and or content.
- (c) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;**
- (d) **If you are a consumer and have just changed your mind about the product, see clause 8.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
- (e) **In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 8.6.**

8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see *clause 6.2*);
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 3 (three) months; or
- (e) you have a legal right to end the contract because of something we have done wrong.

8.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for most products bought online you have a legal right to change your mind within 14 (fourteen) days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

- 8.4 **When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of:
- (a) Tickets purchased for specifically booked events and or training course/ conference for pre-booked venues and dates;
 - (b) digital products after you have started to download or stream these;
 - (c) services, once these have been completed, even if the cancellation period is still running;
 - (d) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
 - (e) sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and
 - (f) any products which become mixed inseparably with other items after their delivery.
- 8.5 **How long do consumers have to change their minds?** If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.
- (a) **Have you bought services (for example, tickets for the attendance on a training course / conference / exhibition space)** If so, you have 14 (**fourteen**) days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
 - (b) **Have you bought digital content for download or streaming (for example, the downloadable resources purchased via the Peer Review Programme)** if so, you have 14 (**fourteen**) days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.
 - (c) **Have you bought goods (for example, books),** if so you have 14 (**fourteen**) days after the day you (or someone you nominate) receives the goods, **unless:**
 - (i) **your goods are split into several deliveries over different days.** In this case you have until 14 (**fourteen**) days after the day you (or someone you nominate) receives the last delivery.
- 8.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you are not a consumer

who has a right to change their mind (see clause 8.1), you can still end the contract before it is completed. A contract for goods or digital content is completed when the product is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end the contract in these circumstances, we will process the refund in accordance with our cancellation procedure as detailed in the Birmingham Education Partnership Provision of Services Agreement, attached at Schedule 2: Provision of Services Agreement.

9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)

9.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 0121 285 0924 or email us at office@bep.education. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) Write to us at the following address, including details of what you bought, when you ordered or received it and your name and address; C/O Adderley Nursery School, 1 St Saviours Road, Birmingham B8 1HN.

9.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, post them back to us at C/O Adderley Nursery School, 1 St Saviours Road, Birmingham, B8 1HN or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 0121 285 0924 or email us at office@bep.education for a return label or to arrange collection. If you are a consumer exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

9.3 When we will pay the costs of return. We will pay the costs of return:

- (a) if the products are faulty or misdescribed;
- (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or

- (c) if you are a consumer exercising your statutory right to change your mind.

In all other circumstances you must pay the costs of return.

9.4 **How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.5 **When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind:

- (a) we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the product. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount representing the loss in the value of the product.
- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
- (c) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

9.6 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:

- (a) If the products are goods and we have not offered to collect them, your refund will be made within 14 (fourteen) days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.
- (b) In all other cases, your refund will be made within 14 (fourteen) days of your telling us you have changed your mind

10. OUR RIGHTS TO END THE CONTRACT

10.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 (seven) days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, when to fail all the essential information required by us to permit us to populate appropriate details in the conference delegate pack;
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or
- (d) you do not, within a reasonable time, allow us access to your premises to supply the services.

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10.3 We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will let you know at least 4 (four) weeks in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

11. IF THERE IS A PROBLEM WITH THE PRODUCT

How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 0121 285 0924 or write to us at office@bep.education or C/O Adderley Nursery School, 1 St Saviours Road, Birmingham B8 1HN.

Your rights in respect of defective products if you are a consumer:

11.1 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **goods**, for example furniture or a laptop, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- up to 30 (thirty) days: if your goods are faulty, then you can get an immediate refund.
- up to 6 (six) months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to 6 (six) years: if your goods do not last a reasonable length of time you may be entitled to some money.

See also clause 8.3.

If your product is **digital content**, for example [a mobile phone app, a subscription to a music streaming service or downloadable content through the Peer Review Programme, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- if your digital content is faulty, you're entitled to a repair or a replacement.
- if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back
- if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

See also clause 8.3.

If your product is **services**, for example a support contract for a laptop or tickets to a conference / training course, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a

reasonable time.

- 11.2 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 0121 285 0924 or email us at office@bep.education for a return label or to arrange collection.

12. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS

- 12.1 If you are a business customer we warrant that on delivery, and for a period of 3 (three) months from the date of delivery (**warranty period**), any products which are goods shall:

- (a) conform in all material respects with their description and any relevant specification;
- (b) be free from material defects in design, material and workmanship;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by us.

- 12.2 Subject to clause 12.3, if:

- (a) you give us notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the warranty set out in clause 12.1;
- (b) we are given a reasonable opportunity of examining such product; and
- (c) you return such product to us at our cost,
we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.

- 12.3 We will not be liable for a product's failure to comply with the warranty in clause 12.1 if:

- (a) you make any further use of such product after giving a notice in accordance with clause 12.2(a);

- (b) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
 - (c) the defect arises as a result of us following any drawing, design or specification supplied by the our customer;
 - (d) you alter or repair the product without our written consent; or
 - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
- 12.4 Except as provided in this clause 12, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 12.1.
- 12.5 These terms shall apply to back any repaired or replacement products supplied by us under clause 12.2.

13. PRICE AND PAYMENT

- 13.1 **Where to find the price for the product.** The price of the product (which includes VAT where applicable) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 13.3 for what happens if we discover an error in the price of the product you order.
- 13.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 13.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. [If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.]

- 13.4 **When you must pay and how you must pay.** We accept payment with all credit cards (excepting American Express) and debit cards of major high street banks. When you must pay depends on what product you are buying:
- (a) For **goods**, you must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.
 - (b) For **digital content**, you must pay for the products before you download them.
 - (c) For **services**, you must pay the total of the price of the services, before we start providing them. We will invoice you for the balance of the price of the services when we have completed them. You must pay each invoice within 30 (thirty) calendar days after the date of the invoice.
- 13.5 **Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 13.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
14. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER**
- 14.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 14.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 11.1 and for defective products under the Consumer Protection Act 1987.

- 14.3 **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 14.4 **When we are liable for damage caused by defective digital content.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 14.5 **We are not liable for business losses.** If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 15.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

- 15.1 Nothing in these terms shall limit or exclude our liability for:
- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or Consumer Rights Act 2015 or
 - (d) defective products under section 2(1) Consumer Protection Act 1987; or
 - (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 15.2 Except to the extent expressly stated in clause 12.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Consumer Rights Act 2015 are excluded.
- 15.3 Subject to clause 15.1:
- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit,

or any indirect or consequential loss arising under or in connection with any contract between us; and

- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £10,000 (ten thousand pounds).

16. HOW WE MAY USE YOUR PERSONAL INFORMATION

16.1 How we will use your personal information. We will use the personal information you provide to us:

- (a) to supply the products to you;
- (b) to process your payment for the products; and
- (c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

16.2 We will only give your personal information to other third parties where the law requires us to do so.

17. OTHER IMPORTANT TERMS

17.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 1 (one) month of us telling you about it and we will refund you any payments you have made in advance for products not provided.

17.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if, in our sole discretion, we are not satisfied that the proposed transferee is of a similar financial standing to you.

17.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 17.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

- 17.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 17.6 **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 17.7 **Alternative dispute resolution if you are a consumer.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are a consumer and are not happy with how we have handled any complaint, you may want to contact the European Commission Online Dispute Resolution platform.
- 17.8 **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

Schedule 1 Model Cancellation Form for consumer customers

(Complete and return this form only if you wish to withdraw from the contract)

To [TRADER'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX NUMBER AND E-MAIL ADDRESS TO BE INSERTED BY THE TRADER]

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

Schedule 2 Provision of Services Agreement

Birmingham Education Partnership (BEP)

Provision of Services Agreement

Please read these terms and conditions carefully. You should understand that by booking any of our consultants or associates, you agree to be bound by these terms and conditions. You should print a copy of these terms and conditions for future reference.

This agreement specifies the service that is to be provided by BEP and the commercial terms under which it is to be provided. Both parties are bound by the terms of this agreement. Where the provisions in this Services Agreement and the Consumer Contracts (Information, Cancellation & Additional Charges) Regulations 2013 ('the Consumer Regs.') conflict, the provisions of the Consumer Regs. shall prevail.

SERVICE DETAILS

As specified in your quote.

CANCELLATION BY THE CLIENT

Cancellations should be advised in writing to Birmingham Education Partnership office@bep.education.

Should any service be cancelled the following scale will be applied:

- Cancellation received by Birmingham Education Partnership between 5 and 15 working days before the scheduled event will be charged 50% of the agreed service fee (as outlined in the quote and invoice)
- Cancellation received by Birmingham Education Partnership up to five working days before the scheduled event will be charged 100% of the agreed service fee (as outline in the quote and invoice).

NON-REFUNDABLE COSTS

- The client will be liable to meet any non-refundable costs associated with the service which cannot be cancelled regardless of when Birmingham Education Partnership is notified of the cancellation.

Whilst we understand that from time to time, clients may wish to cancel at short notice, the above criteria will apply.

CANCELLATION BY BIRMINGHAM EDUCATION PARTNERSHIP

Birmingham Education Partnership reserve the right to withdraw a consultant if it is believed there is any reputational risk to them. On the rare occasion of illness or adverse weather conditions, BEP will not be liable for any changes incurred to the client. Cancellation charges will incur full costs irrespective of timescale if re-arranged date(s) cannot be agreed. BEP does not accept liability for any failure to provide the services contracted, which is due to circumstances beyond their control.

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