

## Trinity Academy Newcastle Trust - Terms and Conditions

### **1. Confirmation**

The delegates place on the course will be confirmed by email when a booking is made.

### **2. Payment**

An invoice for the Course Fee will be sent in advance of the course.

Payment is due within 14 days of the date shown on the invoice.

### **3. Variations**

Trinity Academy Newcastle Trust will endeavor to deliver the course as advertised, but if this is not possible we reserve the right where necessary to change the timing, content, trainers, speakers or venue of any course.

Any refunds arising from such variations will be at Trinity Academy Newcastle's sole discretion.

### **4. Cancellations**

All cancellations must be in written and emailed to [finance.central@tanmat.org](mailto:finance.central@tanmat.org). On cancellation delegates will be entitled to a refund of 50% of the Course Fee per registered delegate, provided notification of cancellation is received by [finance.central@tanmat.org](mailto:finance.central@tanmat.org) no later than **45 days** prior to the date of the course. This Fee is necessary to cover the administration costs of processing the cancellation and filling the delegate's place.

If notification of cancellation is received less than 45 days prior to the date of the course delegates will not be entitled to a refund of the Course Fee. However, a substitute delegate may attend in their place subject to Clause 5.

In the unlikely circumstance of a course being cancelled by Trinity Academy Newcastle Trust, the delegates shall be entitled to a refund of the Course Fee less any costs reasonably incurred by Trinity Academy Newcastle Trust, at its absolute sole discretion.

If a delegate fails to attend the course, the full Course Fee will be payable to Trinity Academy Newcastle Trust.

### **5. Substitutions**

If a delegate cannot attend a course, a substitute nominated by the delegate may attend subject to Trinity Academy Newcastle Trust's prior approval.

Delegates must notify [finance.central@tanmat.org](mailto:finance.central@tanmat.org) as soon as reasonably practicable of any request to vary the delegate booking.

Trinity Academy Newcastle Trust will use reasonable endeavors to accommodate requests for substitutions. If a substitution is declined, the delegate will be subject to the cancellation provisions in Clause 4.

### **6. Transfers**

Subject to Trinity Academy Newcastle Trust's discretion, delegates may transfer their booking to another course by giving notice of their intention to do so at least **45 days** prior to the date of the course by emailing [finance.central@tanmat.org](mailto:finance.central@tanmat.org).

In the event of such a transfer, the delegate will be subject to a fee calculated at 50% of the Course Fee in order to cover the administrative costs of transferring their place to another course.

## **7. Liability**

Nothing in these Terms and Conditions excludes or limits the liability of either Party for death or personal injury caused by negligence or any other liability which cannot lawfully be excluded or limited.

Trinity Academy Newcastle Trust will take all reasonable steps to ensure the safety of delegates, but will not be liable in contract, tort or otherwise for any indirect or consequential losses, including but not limited to loss of profit, loss of use, costs or expenses, or other claims whether caused by Trinity Academy Newcastle, its employees, learners, contractors or agents arising from delegates taking part in a course.

Notwithstanding Clause 7, the liability of Trinity Academy Newcastle Trust to delegates for all claims arising directly or indirectly from any course shall not exceed the Course Fee.

## **8. Indemnity**

Delegates shall indemnify Trinity Academy Newcastle Trust in full for any direct or indirect loss or damage it incurs as a result of the delegate's acts or omissions, including any losses arising from damage to the venue, Trinity Academy Newcastle Trust or third-party property or failure to comply with any requirements specified by Trinity Academy Newcastle Trust as set out in Clause 9.

## **9. Delegate obligations**

Delegates agree to comply with any requirements communicated by Trinity Academy Newcastle Trust or Course venue employees, learners, contractors or agents, including instructions relating to health and safety, fire safety or consumption of food and drinks.

Delegates must inform Trinity Academy Newcastle Trust of any specific access or other requirements (e.g. dietary requirements) as soon as reasonably practicable, but in any case before the date of the Course.

Delegates agree to conduct themselves reasonably in their attendance at the Course. Trinity Academy Newcastle Trust reserves the right to exclude or remove from the Event any person for disruptive or abusive behaviour, at its absolute sole discretion.

## **10. Force Majeure**

Trinity Academy Newcastle Trust shall not be liable for any failure or delay in the performance of the Course for the period that such failure or delay is beyond its reasonable control and materially affects the performance of any of its obligations under this agreement and could not reasonably have been foreseen or provided against.

## **11. Data Protection**

Delegate's personal information will be held by Trinity Academy Newcastle Trust in accordance with our [Privacy Policy](#).

If you have any queries regarding our use of your data, please contact [Data.central@trinity.newcastle.sch.uk](mailto:Data.central@trinity.newcastle.sch.uk).

## **12. Governing Law and Jurisdiction**

This agreement and any dispute or claim arising out of or in connection with it 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.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).