

Terms and Conditions

Introduction

These terms and conditions apply between the person firm company or other entity specified on your booking form (“You” and/or “Your”) and BMAM Limited a company registered in England and Wales with the company number 8503455 and whose registered office is at Apollo House Hallam Way, Whitehills Business Park, Blackpool, England, FY4 5FS (“Us/we/Our”) for the booking of the Maths Activity Day and/or Maths Teacher Meetings and/or online webinars as specified in the booking form overleaf; whichever shall be applicable (“the Services”). Please read these terms and conditions very carefully as they contain very important information about the Services and the terms upon which we have agreed to provide them to you. By submitting your booking form you agree to be bound by these terms and conditions and if you do not agree to be bound by these terms then we will not be able to accept your booking form.

PLEASE SEE CONDITION 11 BELOW – LIMITATION OF LIABILITY

1. By submitting your booking form you will be making an offer to purchase the Services on the terms and conditions as detailed in this document but which remains subject to us accepting your offer. A binding contract between us will only come into effect when we have confirmed in writing to you that we have accepted your booking form. When we have confirmed in writing that we have accepted your booking form a legally binding contract will come into effect (“the Contract”). These terms alone will apply to (and will form part of) the Contract and they supersede any previously issued terms and conditions and no other terms or conditions which you put forward will form part of the Contract unless those terms have been expressly agreed by us in writing and signed by us or on our behalf.
2. The price for the Services will be specified in your booking form (“your fees”) and payment of these fees are to be made in accordance with the booking form except where the services being purchased are Maths Teacher Meetings in which case the remainder of this condition 2 shall apply. If you have booked to attend a Maths Teacher Meeting we will request that you pay your fees for your attendance at the relevant Maths Teacher Meetings at the time you make your booking and payment must be received in full and in cleared funds by us. If we do not receive cleared funds prior to the Maths Teacher Meeting taking place we may require you to pay before being allowed to enter the Maths Teacher Meeting or we may refuse you entry to the Maths Teacher Meeting and in the event we refuse you entry no refunds of any proportion of your fees already paid (if any) shall be refundable and the balance of your fees will be due and payable. If you have paid your fees for the Maths Activity Day or the Maths Teacher Meeting and you have to cancel your booking then we will refund all your fees paid minus 20% in respect of administration costs subject to you giving us notice of the cancellation 28 days or more before the relevant Maths Teacher Meeting or (if applicable) the Maths Activity Day is to take place. If you give us notice less than 28 days but more than fourteen days before the date the relevant Maths Teacher Meetings or (if applicable) the Maths Activity Day is to take place then we will refund 50% of your fees paid to cover our administration costs. If you cancel less than 14 days before the Maths Teacher Meeting or (if applicable) the Maths Activity Day or you fail to attend then we will retain all your fees and you will not be entitled to a refund and in the event you owe us any fees in respect of the Maths Teacher Meeting or (if applicable) the Maths Activity Day these fees will be immediately due and payable however, we are happy to allow you to appoint another individual who will attend in your place provided you confirm this individual's details to us in writing no later than 48 hours before the relevant event takes place. Any cancellations or notifications of replacement delegates must be sent to us by email to customer.service@bmam.co.uk
3. The prices for the Services are correct at the time of publication however, we reserve the right to change the prices at any time but any changes will not affect any booking forms which have been confirmed by us in accordance with condition 1 above. The prices for the Services do not include VAT and if VAT becomes payable for the Services then you will have to pay the VAT on top of the prices stated for the Services.
4. In the event you fail to pay in accordance with these terms and/or the booking term we may charge interest on any sums outstanding at the rate of 2% a year above the base lending rate of Halifax Plc and this interest will be calculated from the date the sums were due to be paid until we receive the payment in full. In the event we choose to charge interest it will not limit any of our other rights which we may have by virtue of your failure to pay. Any payments which you are to make under the Contract have to be made without set-off or counterclaim and are to be paid in full without any deductions.
5. Sometimes we may change the Services we have agreed to provide and we reserve our right to make any changes to the Services which we deem to be reasonably necessary which may include (but will not be limited to) changing the location the Services are to be provided, the format, any speakers which may have been appointed by us, any

participants if applicable, content or any other aspect of the Services and we may make this change for any reason. In the event we do make any such changes we will not be liable to you in any way.

6. Unfortunately it is sometimes necessary to change the date we have agreed to provide the Services or sometimes cancel them and we may do this at our sole discretion. If we do change the date or cancel the services for any reason (unless it is due to a Force Majeure Event in which case condition 7 will apply) we will do the following:

- (a) If you have booked a Maths Activity Day we will liaise with you to arrange a mutually convenient date where the Maths Activity Day can proceed and in the event this is not possible you will not have to pay any fees due or in the event you have already paid these fees then we will either refund them to you or if you would prefer we will provide you with a credit note which can be redeemed by you for the purchase of the Services in the future. These will be your sole remedies in respect of any change of date or any cancellation of the Maths Activity Day.
- (b) If you have booked to attend one of our Maths Teacher Meetings we will offer you the option of attending any rearranged Maths Teacher Meetings that we may organize however, if you notify us that you do not wish to attend the rearranged Maths Teacher Meeting then you will be entitled to a full refund of any fees you have paid in respect of the Maths Teacher Meeting or if you would prefer a credit note equivalent to the amount of fees you have paid to us. This will be your sole remedy in respect of any change of date or cancellation of any Maths Teacher Meeting.

7. Force Majeure means an event or sequence of events which are beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including (but not limited to) speaker or participant withdrawal or cancellation an act of God, act of terrorism, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest, strike, lockout or boycott or other industrial action; interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service; (**Force Majeure**). If a Force Majeure event does occur and we believe that the event will adversely impact upon us providing the Services then we may (at our sole discretion) either:

- (a) Provide alternative facilities or venue where applicable; or
 - (b) Reschedule the Services
- Any fees you have paid to us already will be used to meet the costs of any rearranged or reschedule services and you

will not be able to claim any compensation in respect of the same. Alternatively, if we are unable or choose not to rearrange or reschedule the Services then your only remedy will be either a refund or a credit note in respect of your fees which you have already paid to us minus 20% in respect of an administration charge. If we do rearrange or reschedule the Services then these terms shall apply in respect of those rearranged/rescheduled services. For the avoidance of doubt failure to pay is not Force Majeure.

8. Where we require access to your premises in order for us to provide the Services you will ensure that we are afforded access to those premises and any other premises where we are going to provide the Services. If we need to speak with or liaise with any of your personnel or any other individuals in order to provide the Services you will afford us with reasonable access to those individuals as well as providing us with any facilities information and assistance which we may reasonably require in order to provide the Services. You must ensure that we are supervised at all times if we are in schools and/or working with children if you fail to ensure that we have constant supervision by a member of staff then we reserve the right to suspend the Services being provided. You must cooperate with us and follow any of our reasonable instructions which we give in relation to the Services and it is your obligation to obtain and maintain any necessary licences and/or consents which are needed for us to provide the Services. If we are unable to perform the Services because you have failed to do something you are required to do under this condition 8 then we will be entitled to suspend and/or cancel the Services and we will not be liable for any costs or losses you suffer as a result of such action and we may choose to charge you any costs or losses which we suffer as result of your failure to comply with your obligations subject to the provisions of condition 11.

9. If we provide any materials documents or any of our property which are necessary for the services you must keep them safe and must not dispose of them without our prior written consent. If we have given you written materials or any documents you acknowledge that they may be subject to Intellectual Property Rights and where we own those rights, we retain ownership of them and you must only use those materials and/or documents for your own purposes. You are not allowed to copy and distribute those materials unless you have received confirmation from us in writing that you may do so.

10. Any personal information you have given to us will be held by us on a database and we will deal with that personal information in accordance with our privacy policy a copy of which you can request or which you can review at www.bmam.co.uk. We do not however give your information to third parties for direct marketing purposes although we may contact you with information about the Services; if you do not want us to contact you then please let us know by sending us an email to customer.service@bmam.co.uk
11. We do not exclude any liability to you for death or personal injury which is caused by our negligence or for fraud or any fraudulent misrepresentation; Neither we nor you will be liable for loss of data or use, any form of indirect, consequential or special loss; or any loss of or failure to realise expected profit, revenue or savings or any other form of pure economic loss, whether or not such loss is direct or indirect; and, in each case, however arising. Other than as set out, we limit our total liability (however arising) in respect of or in connection with the Services, and otherwise in connection with the contract, to the total price of the Services which are the subject of the Contract with you.
12. If we are unable to provide or are delayed in performing any of our obligations under the Contract because of a Force Majeure event then we will not be in breach of the Contract and no loss or damage will be claimed by you as a result of such an event. We will be entitled to suspend our obligations under the agreement during any such period of delay and/or non-performance and we will both use reasonable endeavours to mitigate the effect of any such Force Majeure Event. The provisions of this condition 12 are subject to the provision of condition 7.
13. If you have booked to attend one of our Maths Teacher Meetings please note that we reserve the right to refuse admission to or remove any person from a Maths Teacher Meeting including (without limitation) any person who fails to comply with these terms and conditions or anyone who we believe or suspects presents a security risk nuisance or annoyance to the Maths Teacher Meetings.
14. You acknowledge that we are not entering into any form of partnership by entering into the Contract and we remain separate and distinct and are in no way principal and agents, partners or employee and employer. No other person other than you and we shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 (the "Act" or otherwise) to enforce these terms and conditions between us.
15. These terms and the Contract constitute the entire agreement between us both and no other terms apply and the Contract will be governed by the law of England and Wales and any disputes will be submitted to the exclusive jurisdiction of the courts of England and Wales. If for any reason any part of these terms is found by a court, tribunal or other administrative body of competent jurisdiction to be unenforceable or invalid for any reason, then that provision is to be severed from these terms and the remaining provisions of the terms will otherwise remain in full force
16. Please note that we reserve the right to amend these terms from time to time but you will remain subject to the terms which were in force when you submitted your booking form.

17.

Online Webinars

Where the Services we are providing you with are our online webinars on our site, the following provisions shall apply:

- a. We may update the content of our online webinars, provided that the content shall always match the description of it that we provided to you before you booked the webinar;
- b. if you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party;
- c. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms;
- d. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at angela.gould@bmam.co.uk

17continued.

- e. We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved;
- f. You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site;
- g. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text;
- h. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged (except where the content is user-generated);
- i. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors;
- j. If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.