

# The Proclamation Trust Courses

## Terms & Conditions

These terms and conditions (“the Terms”) apply to any course (“the Course”) arranged and/or provided by The Proclamation Trust (“PT” or “we” or “our”).

These terms and conditions apply to those who book for the Course and anyone named on your booking (“you” and “your”).

### Data Protection

We collect certain data about you when you book for an Course which is stored on secure servers. This may be within the United Kingdom or outside of Europe, where it could be viewed by our staff. By submitting your personal data, you agree to this.

We won't share your information with any other organisations for marketing, market research or commercial purposes.

If wish to opt out of receiving any marketing communications then please write to Data Controller, The Proclamation Trust, 116-118 Walworth Road, London, SE17 1JL (“PT office”) or email [conferences@proctrust.org.uk](mailto:conferences@proctrust.org.uk)

### Programme

We will endeavour to provide the programme, lecturers, tutors and speakers as advertised. However, we reserve the right to change the programme or to provide alternative lecturers, tutors and speakers for any reason.

### Dietary requirements

For Courses, food and snacks may on occasion be provided by PT and any dietary requirements must be made known to PT before the Course date.

We have a **NO** nut policy in the PT office and we expect you to adhere to that policy at all times.

### Bookings

Payment is due as specified in your acceptance letter and associate correspondence.

Failure to receive payment as specified in your acceptance letter and associate correspondence may make your booking invalid and you may be unable to attend.

Late payment will incur a surcharge of 8% above the Bank of England base rate of the amount overdue, pro-rata on a daily basis.

It must be noted that non attendance has a detrimental impact on the other Course attendees and therefore our expectations is that you will attend the full Course on the agreed term dates and that you will inform the Cornhill administrator if you are unable to attend for any reason. Persistent failure to attend may result in you being removed from the Course.

All those attending PT Courses are required to be aged 18 or above. There is no provision for children at our Courses and we cannot accommodate under 18s. We apologise for any inconvenience this policy may cause you.

We have the right to cancel a booking prior to the Course - or of any individual within a group booking - if we believe it to be in our best interests to do so and, in such circumstances, we will refund any payment made.

## Price

The price of your Course is the price applicable on the day your booking is received by PT. In the situation where our costs are increased outside of our control (such as an increase in the rate of VAT applicable to our booking) then PT may at its sole discretion invite you to contribute towards the increased cost(s).

## Complaints and Behaviour

When you attend any Course you and others at the venue have a right to enjoy the facilities provided and programme arranged, for which you have paid. If you are dissatisfied with any aspect of the Course, in the first instance, please speak to PT's Course Co-ordinator at the time of the Course.

Any specific comments must be brought directly to us during the Course. If at the end you feel your complaint was not dealt with in a satisfactory manner, please contact the PT office no later than 28 days after the end of the Course.

If your behaviour is considered by PT to be unacceptable and affecting the enjoyment of others or the reputation of PT then you may be asked to leave the Course and any refund of costs paid to PT will be at our sole discretion.

If you cause any damage to the venue or to equipment owned or operated by PT or contractors, then you will be required to make financial recompense.

We cannot accept liability for any damage, expense, injury, death or loss of any nature whatsoever suffered by any person(s) for any cause whatsoever other than in the case of proven negligence.

## Changes to your booking

Should you wish to make a change after your booking is confirmed please contact the PT office. Changes can normally be accommodated up to 28 days ahead of the Course for issues such as accessibility needs or transferring your booking to another qualifying person.

## Cancellation by you

Should you wish to cancel your booking please contact the PT office immediately and we will advise you of the procedure. Cancellation will not take effect until written confirmation has been received by mail or email.

Cancellations received in writing two calendar months or more before the start of the Course term will be refunded in full. Cancellations received in writing between one and two calendar months before the start of the Course term will be refunded 50%. No refund will be applicable to cancellations made less than one calendar month before the start of the Course term.

Cancellations due to unforeseen extenuating personal circumstances will be addressed on a case by case basis.

## Cancellation by us

If unforeseen circumstances result in the cancellation of the Course we will offer a refund of the cost of your Course or offer alternative arrangements for you to accept or decline. We will not be able to take responsibility for any consequential costs (e.g. travel expenses, accommodation). The limit of our liability will be the amount you paid to us.

We regret we cannot accept responsibility where the performance of our contract with you is prevented or affected by reason of circumstances which amount to "force majeure". Circumstances amounting to "force majeure" include any event which we could not, even with due care, foresee or avoid (e.g. flood, fire, storm or other extreme weather, war, pestilence, plague).

## Insurance

Neither PT or the venues that we use can be held responsible for your personal items (e.g. tablets, laptops and phones). You may therefore wish to take out your own personal insurance cover.

## Your Vehicle

Please note there is no parking available the PT office.

## Animals

With the exception of assistance or guide dogs notified to us on booking, animals are not allowed at any of our Events.

## Photography & Video

By attending the Course you consent to your image being used for future publicity whether in print or online. If you have a strict requirement for your image not to be used please inform us in advance. Whilst we will make every effort to ensure your wishes are met we ask that you also take note of the positions of cameras at all times.

## Limitations of Liability

References to liability in this clause includes every kind of liability arising under or in connection with these Terms including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

Responsibility and liability for decisions taken by you on the basis of the information made available to you by PT shall remain with you. PT expressly excludes any liability for any reliance upon or implementation of the information by you.

To the maximum extent permitted by law, in no event shall PT's aggregate and total liability for all claims of any kind, including any claims arising out of or related to these Terms exceed the fees paid by you for the Course.

To the maximum extent permitted by law, in no event shall PT be liable for the following types of loss or damage: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of data or information; (f) loss of or damage to goodwill; (g) wasted expenditure; (h) indirect or consequential loss; and (i) special or punitive loss or damage.

Unless you notify PT that you intend to make a claim in respect of an event within 6 months of the Course taking place or where you ought reasonably to have become aware of having grounds to make a claim in respect of such event, PT shall have no liability for the event. The notice must be in writing and must identify the event, the Course and the grounds for the claim in reasonable detail.

Nothing in these Terms is intended to exclude or restrict or shall be construed as excluding or restricting the liability of PT for (i) death or personal injury caused by the negligence of PT, its employees, or its agents; (ii) wilful misconduct of PT; or (iii) any liability which cannot be limited or excluded by applicable law.

By attending an Course, you agree that the exclusions and limitations of liability set out in these Terms are reasonable. If you do not think they are reasonable, you must not attend the Course.

## Unenforceable Provisions

If any provision in these Terms is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of these Terms.

## Entire Agreement

These Terms constitute the entire agreement between you and PT in relation to your attendance on a Course and supersede all previous agreements in respect of your previous interactions with PT.

Law and Jurisdiction

These Terms will be governed by and construed in accordance with the laws of England and Wales, and any disputes relating to these Terms will be subject to the exclusive jurisdiction of the courts of England and Wales

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