

CPD and Subsidy Terms and Conditions

1 September 2022

By booking onto a CPD Activity, you (the person/organisation making the booking) agree to and accept these terms and conditions.

The CPD Activity is provided by or on behalf of STEM Learning Limited, a company registered in England and Wales, with company number 05081097, with its registered Office at National STEM Learning Centre, University of York, Heslington, York, North Yorkshire YO10 5DD, VAT number: 847388772 ('**STEM Learning**').

Your particular attention is drawn to clause 9.7 (your cancellation rights) and clause 13 (Limitation or exclusion of our liability).

1. Definitions and Interpretation

1.1 The following definitions and rules of interpretation apply to these terms & conditions:

Agreement: the Booking Form, these Terms & Conditions, and any schedules, appendices, and enclosures thereto.

Business Day: a day that is not a Saturday, Sunday or bank holiday/public holiday in England.

Controller: has the same meaning as in the Data Protection Legislation.

CPD Activity: the CPD activity you are booking a Participant on to, which is provided by, or on behalf of, STEM Learning.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time-to-time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and the guidance and codes of practice issued by the Commissioner and which are applicable to a party.

Discount Code: a valid discount code for the CPD Activity provided to you by STEM Learning to reduce the Fee to be paid by you.

Exceptional Circumstances: compassionate grounds such as family bereavement or serious illness/injury.

Fee: the fee to be paid by you for the CPD Activity plus any applicable VAT (or equivalent thereof in non-UK jurisdictions).

Force Majeure: events, acts, omissions or accidents beyond STEM Learning's/the Network Partner's reasonable control including: strikes, lockouts, failure of a utility service or transport network, act of God, pandemic or epidemic, war, riot, civil commotion, malicious damage, earthquake, explosion, terrorist act, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

Funder: the Trustees of the ENTHUSE Charitable Trust, or such other funder of the Subsidy.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in an part of the world.

Local Data Protection Laws: in circumstances where you are based outside the UK, the data protection laws applicable in the territory in which you operate (if a business or organisation) or reside in (if an individual).

Materials: any materials or content used in delivery of the CPD Activity by STEM Learning, a Network Partner, or the person delivering the CPD Activity which includes course content, handouts, slides, guidance notes, or any other Intellectual Property Rights owned by (or licenced to) STEM Learning or its funders and supporters.

Network Partner: STEM Learning's network partner who is responsible for delivery or organisation of the CPD Activity.

Participant: the individual(s) who will be attending the CPD Activity, as named on the Booking Form or subsequently substituted (in accordance with this Agreement) for the original participant who was named on the Booking Form.

Personal Data: has the same meaning as in the Data Protection Legislation and relates to the personal data Processed pursuant to this Agreement.

Process: has the same meaning as in the Data Protection Legislation and ‘Processed’ and ‘Processing’ shall be construed accordingly.

Subsidy: an ENTHUSE subsidy, ESERO-UK subsidy, RCUK subsidy, teacher release payment or such other valid subsidy that supports the CPD Activity.

Venue: the venue where the CPD Activity is delivered.

You/you/your: the person or organisation making the booking either for themselves or on behalf of others.

- 1.4 The headings in the Agreement are for convenience only and shall not affect its interpretation.
- 1.5 Reference to any legislation is a reference to it as amended, extended, or re-enacted and includes any sub-ordinate legislation in force made under it.
- 1.6 Where the words “include(s)” or “including” are used in the Agreement, they are deemed to have the words “without limitation” following them.
- 1.7 The Agreement shall prevail over any other terms & conditions issued by you (whether on the Booking Form, a purchase order or otherwise).
- 1.8 In the event of any conflict between the terms of the Booking Form and these terms & conditions, the Booking Form terms shall prevail.

2. Booking and transfers

- 2.1 Upon STEM Learning’s receipt of the Booking Form, you will receive a confirmatory e-mail from STEM Learning which will be confirmation of reservation of the place(s) on the CPD Activity.
- 2.2 A place for the CPD Activity will only be reserved for the individual(s) named on the Booking Form.
- 2.3 Subject to clause 2.5, if a Participant is no longer able to attend the CPD Activity, a replacement individual from your organisation can take their place (unless stated otherwise for a CPD Activity) subject to you promptly informing us of the change in details at Enquiries@stem.org.uk.
- 2.4 Subject to clause 2.5, if you wish to transfer the booking to an alternative available date for the same CPD Activity or an alternative available CPD activity, you can make such a request to STEM Learning/the Network Partner within 14 days prior to the start of the original CPD Activity. Where the

request is accepted, there will be no charge except for any additional cost of the alternative CPD activity above that of the original CPD Activity. Where the cost of the alternative CPD Activity Fee is less, STEM Learning/the Network Partner will reimburse you the difference.

- 2.5 All requests for the transfer of bookings are entirely at STEM Learning's/the Network Provider's absolute discretion and, where available, STEM Learning / the Network Partner may accept a transfer of the booking where it falls outside the 14-day period stipulated in clause 2.4.
- 2.6 Failure to obtain STEM Learning's/the Network Partner's approval of any replacement participant who attends the CPD Activity will result in an additional fee for the CPD Activity Fee being invoiced.
- 2.7 If you are making a booking on behalf of others then by entering into the Agreement, you confirm that you have authority to enter into this Agreement on their behalf and to bind the Fee payer.

3. Online delivery of CPD Activity

- 3.1 The Fee for an online CPD Activity is per Participant, not per connection. Where STEM Learning reasonably suspects that more than one person is using the connection to an online CPD Activity, we reserve the right to terminate and block the connection without refund.
- 3.2 In respect of a CPD Activity that is delivered online, it is the Participant's responsibility to ensure they have made the necessary arrangements to be able to access the CPD Activity using the software and hardware requirements with which it is being delivered.
- 3.2 STEM Learning will not be responsible for any internet connectivity issues that the Participant may have in accessing the online CPD Activity, for any firewall issues or the Participant being unable to download the required software due to their internal security policies.
- 3.3 The start time for delivery of the online CPD Activity is an estimate only and may vary due to technical issues or other factors outside STEM Learning's control.
- 3.4 STEM Learning will use reasonable endeavours to ensure the CPD Activity is delivered uninterrupted with constant connectivity however, this cannot be guaranteed due to factors outside STEM Learning's control. Should severe disruption occur, we will re-arrange the CPD Activity. However, if the Participant was unable to attend the re-scheduled time, the Participant may

request to attend an alternative CPD Activity (subject to availability) up to the same value as the original CPD Activity or obtain a refund.

- 3.6 Where any login details are provided for the CPD Activity, you and the Participant must not share these or allow or enable anyone else to use them. The login details must only be used by the Participant.

4. Changes to the CPD Activity

- 4.1 STEM Learning/the Network Partner reserves its right at any time, without notice or liability, to make any reasonable changes to the CPD Activity as required including in relation to dates, times, fees, the Venue, mode of delivery, personnel delivering the CPD Activity, and Content. STEM Learning/the Network Partner will make reasonable efforts to inform you within a reasonable time of any such changes.

- 4.2 As a result of any change made to the date or time of the CPD Activity pursuant to clause 4.1, if the Participant is unable to attend the revised date or time, STEM Learning will transfer your booking to another CPD Activity up to the same value or provide a refund. If the Fee is reduced, STEM Learning will refund the difference; or if the fee is increased, you will be given the option of cancelling your booking on the affected CPD Activity.

5. Obligations during attendance at a CPD Activity

- 5.1 The Participant must complete the CPD Activity in full and no refund of the Fee will be provided where they do not attend the CPD Activity in full.
- 5.2 While attending the CPD Activity, the Participant must behave in a professional manner and comply with any terms & conditions of the Venue including in relation to health & safety, acceptable use policy of resources, etc. We accept no responsibility for your breach of any requirements of the Venue.

6. Subsidies / teacher release payments

- 6.1 Where a Participant is attending a CPD Activity supported by a Subsidy, it is a condition of the Subsidy that the Criteria for the Subsidy are satisfied, in order for the Participant's school/college to receive the Subsidy.
- 6.2 The Criteria for a Subsidy are:
- (a) that the Participant is employed by a UK state-funded school or college;
 - (b) that the Fee has been paid in full; and

(c) any other applicable criteria notified to you/the Participant,

(‘Criteria’)

6.3 In order to be able to make a Subsidy payment:

(a) you must have supplied payment details for your school/college;

(b) the Participant must have completed the CPD Activity in full including all days, all sessions, each day and all residential periods; and

(c) the Funder must be satisfied, prior to payment of the Subsidy, that they have or will receive funding in order to meet the full payment of the Subsidy.

6.4 Should a Participant be unable to complete the CPD Activity in full that is supported by a Subsidy due to Exceptional Circumstances, this will be taken into account by the Funder in determining whether the full Subsidy shall be paid, at its absolute discretion.

6.5 Should a Participant have been unable to attend a CPD Activity due to mild illness, family circumstances or pregnancy-related matters, STEM Learning/the Network Partner may approve partial payment of the Subsidy, at its absolute discretion.

6.6 In the case of family bereavement, illness, family circumstances or pregnancy, you are encouraged to send a substitute Participant who has, where possible, been briefed by the original Participant. If no substitute is available, you will be able to transfer the original Participant’s booking and Subsidy on to the same CPD activity in the following year or to another CPD activity (subject to availability) during the same year. If you do not transfer the booking to another date on or before the date of the CPD Activity, then the Subsidy will not be given and you will be responsible for payment of the full Fee.

7. Fees and Discounts

7.1 The Fee for the CPD Activity is as provided on the booking information for the CPD Activity per Participant (not per connection for online CPD Activity), and VAT (or other taxes due in an applicable jurisdiction) will be payable in addition to the Fee unless otherwise stated.

7.2 The booking information will confirm whether the Fee includes accommodation, meals, or refreshments, or whether these will be quoted separately. In the absence of such information, expenses in relation to accommodation for CPD Activity will be your own responsibility.

- 7.3 STEM Learning will not be responsible for any expenses or other liabilities incurred by you/the Participant as a result of attendance at the CPD Activity, including travel and insurance arrangements.
- 7.4 You will be charged the appropriate fee for the CPD Activity based on the organisation you belong to, irrelevant of any fee you may incorrectly select during the booking process.
- 7.5 Where a booking is made using a Discount Code, this will discount the Fee to be paid. A Subsidy will not be payable in respect of any part of the Fee to be paid by way of a Discount Code. VAT (or other taxes due in an applicable jurisdiction) may continue to be invoiced for. The terms of the Discount Code will be clear on STEM Learning's CPD webpage or in a communication about the Discount Code.

8. Payment

- 8.1 Unless stated otherwise, payment of the Fee will be due within 30 days of the invoice date.
- 8.2 The Fee is to be paid in pounds sterling and the method for payment will be confirmed at the time of booking, which is usually by BACS or, where available, Sage Pay. If you are unable to pay by BACS, alternative methods of payment are cheques, PayPal and debit/credit cards. Any payment method charges will be borne by you.
- 8.3 Cheques need to be made payable to "STEM Learning Ltd" and should be accompanied by a remittance advice. Following receipt of invoice, payment by debit/credit card may be made by telephoning STEM Learning's Finance department on 01904 328369 or 01904 328384 and quoting your invoice number.
- 8.4 Where payment of the Fee is made via Sage Pay, you will be re-directed to the Sage Pay website to make the payment. Sage Pay is an independently certified Level 1 payment service provider who uses industry standard data encryption. STEM Learning/the Network Partner do not collect or retain your payment details in these circumstances.
- 8.5 All BACS payments should be accompanied by a remittance advice, including the invoice number, Participant name(s) and the CPD Activity code. The remittance advice should be sent to finance@stem.org.uk or by post to STEM Learning's Finance department.
- 8.6 If the Fee is not paid in accordance with this clause 8, STEM Learning may:

- 8.6.1 cancel the booking(s) and re-allocate the place(s) for the CPD Activity to another participant; or
- 8.6.2 require payment on the first day of the CPD Activity.
- 8.7 In the event of late payment, STEM Learning may charge interest on all outstanding amounts at the rate of up to 8% plus the Bank of England base rate per calendar month or part thereof from the last date that payment was due to the date that payment is made.
- 8.8 Where the CPD Activity is booked for a Participant as an employee or other personnel member of your organisation and leaves the organisation between the time of booking and the start date of the CPD Activity, the responsibility for payment of the Fee remains with you.
- 8.9 You will be personally liable to pay the Fee where you have made a booking for a CPD Activity without the authorisation of your employer or other Fee payer.
- 8.10 Without prejudice to any other rights and remedies available to STEM Learning, STEM Learning shall be entitled at any time without notice to you to set off any liability of you to STEM Learning against any liability of STEM Learning to you howsoever arising and whether such liability is present or future.

9. Cancellation

- 9.1 For face-to-face delivered CPD Activity, cancellations must be made at least 14 days prior to the start of the CPD Activity to Enquiries@stem.org.uk. If a booking is cancelled within 14 days of the CPD Activity, or if the Participant fails to attend, the full Fee remains payable.
- 9.2 Where a booking is made less than 14 days prior to the start date of a CPD Activity, the full Fee will be due and payable at the time of booking and the booking cannot be cancelled.
- 9.3 For a CPD Activity delivered online (whether live or pre-recorded), payment is non-refundable and cancellations are not accepted.
- 9.4 Where the CPD Activity is a combination of face-to-face and online delivery, the above sub-clauses of this clause 9 will apply respectively for each element of the CPD Activity.
- 9.5 STEM Learning/the Network Partner may cancel the CPD Activity without prior notice, without liability. In these circumstances, you will be offered an alternative date for the same CPD Activity, an alternative CPD activity, a

credit note or a full refund. It is important therefore that you supply an up-to-date e-mail address and notify us if this changes.

- 9.6 Should STEM Learning be unable to deliver the CPD Activity due to an event of Force Majeure, then STEM Learning will not be in breach of this Agreement and shall incur no liability in this regard. STEM Learning will notify you should it be affected by an event of Force Majeure. Where possible, the CPD Activity will be re-scheduled but if this is not possible, you will be offered an alternative date for the same CPD Activity, an alternative CPD activity, a credit note or a full refund of the Fee.
- 9.7 **Notwithstanding clauses 9.1 – 9.4, if you are purchasing a CPD Activity wholly or mainly outside your trade, business, craft or profession, and you have purchased the CPD Activity online, you have 14 days from the date of our confirmation e-mail of your booking in which to cancel your booking. However, this will not apply where you download/use Materials or attend the CPD Activity (in part or whole) prior to the expiration of the 14-day period. If you wish to cancel your booking, please e-mail us at Enquiries@stem.org.uk with your name, the Participant name(s), and the CPD Activity details.**

10. Intellectual Property Rights

- 10.1 All Intellectual Property Rights in the Materials shall remain the property of STEM Learning or the party from whom STEM Learning is licenced to use the Materials.
- 10.2 You and the Participant must not reproduce, distribute, modify, sell, hire, copy or transfer any Materials. However, the Participant may use the Materials for the purpose of personal educational reference in relation to the CPD Activity. The Materials must not in any way be used for commercial purposes.
- 10.3 All copyright notices and branding on Materials must remain in place and must not be removed or altered in any way.
- 10.4 The Materials do not necessarily reflect the views or opinions of STEM Learning.
- 10.5 STEM Learning will use reasonable endeavours to ensure the accuracy of any Materials however, such Materials are provided 'as is' and without any express or implied warranties, representations or undertakings. STEM Learning shall not be held responsible for any consequences arising out of

any inaccuracies or omissions in the Materials unless they are the result of wilful default on the part of STEM Learning.

11. Recording

- 11.1 Unless STEM Learning's prior written consent has been obtained, photography, filming, recording, broadcasting or other dissemination of the CPD Activity ('**Recording**') is not permitted.
- 11.2 If STEM Learning has provided consent as referred to under clause 11.1, as a condition of such consent being granted, the Intellectual Property Rights in such Recording will be automatically assigned to STEM Learning, and such Recording is not to be shared with any third party without STEM Learning's prior written consent.

12. Data Protection

- 12.1 Each party to this Agreement shall comply with their obligations under the Data Protection Legislation or, where you are based outside the UK, you must comply with the Local Data Protection Laws. You must not place STEM Learning/the Network Partner in breach of its obligations under the Data Protection Legislation.
- 12.2 Where you are making a booking on behalf of someone else, it is your responsibility to ensure that you meet your obligations under the Data Protection Legislation as a [Controller](#)* or, where applicable, under the Local Data Protection Laws, before transferring such Personal Data to STEM Learning. This includes ensuring that you have the [appropriate grounds](#)* for transferring the Personal Data to STEM Learning as a Controller of the Personal Data. By making the booking, you warrant and undertake that you have complied with this obligation and fully indemnify STEM Learning in respect of any and all costs, losses, claims, fines, or damages STEM Learning may incur due to your breach of this warranty.
- 12.3 Upon receipt of the Booking Form containing the Personal Data of the Participant, STEM Learning will Process the Personal Data in the capacity of a Controller and further details about STEM Learning's Processing of the Personal Data can be found in its [privacy policy](#) on its website.
- 12.4 When attending a CPD Activity, the Participant must not disclose the Personal Data of another individual e.g. by way of verbal or electronic disclosure unless they are permitted to do so. Such disclosure will be in their capacity as a [Controller](#)*.

*further details can be found on the Information Commissioners Office’s website by following the links above.

13. Limitation of Liability

13.1 Nothing in this Agreement shall exclude or limit the liability of either party to the other for:

(a) death or personal injury resulting from negligence;

(b) for fraudulent misrepresentation; or

(c) in any other circumstances where liability cannot be limited under any applicable UK laws.

13.2 Subject to clause 13.1, neither party shall be liable to the other whether in contract, tort, negligence, breach of statutory duty or otherwise for:

(a) any indirect, special or consequential loss or damage of any nature arising out of or in connection with this Agreement; and

(b) any direct or indirect loss of profit, business contract, goodwill, corruption of data or information, revenues, or anticipated savings.

13.3 Subject to clauses 13.1 and 13.2, and excluding clauses 12.2 and 13.4, STEM Learning’s liability to you whether in contract, tort, negligence, breach of statutory duty, or otherwise in respect of any one claim or series of linked claims under or in connection with this Agreement shall be limited to the sum equal to the Fee.

14. Jurisdiction and dispute resolution

14.1 Subject to the remainder of this clause 14, the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Agreement or its subject-matter.

14.2 Should either party wish to raise a dispute or claim in relation to this Agreement, that party shall serve written notice on the other party (**‘Notice of Dispute’**) and the parties shall then, as soon as reasonably possible but within 20 Business Days attempt to settle such dispute or claim by way of good faith negotiations.

14.3 If the dispute or claim is not settled within 20 Business Days of the Notice of Dispute, either party may commence proceedings in accordance with clause 14.1.

14.4 Nothing in this clause 14 shall prevent any party from applying to the English courts for injunctive relief at any time.

15. General

15.1 Variation: Except in relation to STEM Learning's rights under clauses 4, 9.5 and 9.6, this Agreement can only be varied by a written variation (e-mail to suffice) signed on behalf of both parties.

15.2 Waiver: A waiver of any right under this Agreement is only effective if in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

15.3 Assignment: STEM Learning may assign or novate this Agreement, as required. You warrant and represent that you will (at STEM Learning's reasonable expense) execute all such documents and carry out all such acts as is reasonably required to give effect to this clause 15.3.

15.4 Third party rights: The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than you and STEM Learning shall have any rights under it.

15.5 Notices: Any notice given under this Agreement shall be in writing (e-mail to suffice) and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post, or by e-mail to the relevant party at (in the case of STEM Learning) its registered office for the time being (e-mail address enquiries@stem.org.uk and (in the case of you) your registered office or, if not applicable, to your last known address, or the e-mail address provided for your contact on the Booking Form. Any such notice shall be deemed to have been received:

(a) if delivered personally, at the time of delivery;

(b) if sent by e-mail, at the time of transmission in the business hours of the recipient or, if outside business hours of the recipient, at the opening time; and

(c) in the case of pre-paid recorded delivery or registered post, and in the absence of evidence or earlier receipt, 48 hours from the date of posting.

15.6 Entire agreement: This Agreement, together with any documents referred to in it, constitutes the entire agreement and understanding between the parties and supersedes any previous agreement between them relating to the CPD Activity (which shall be deemed to have been terminated by mutual

consent); and in entering into this Agreement neither party has relied on any representation or statement.

- 15.7 Severability: If any provision of this Agreement is or becomes illegal, void or unenforceable for any reason, such provision shall be severed and the remaining provisions of the Agreement shall continue in full force and effect.
- 15.8 Sub-contracting: STEM Learning will be entitled to sub-contract its obligations under this Agreement to a third party but shall remain fully liable in accordance with the terms and conditions of the Agreement for any breach caused by a sub-contractor, as if STEM Learning had caused the breach itself.
- 15.9 When using STEM Learning's website to make a booking for a CPD Activity, you must comply with STEM Learning's 'Terms of Use' for its website found here www.stem.org.uk/terms-conditions
- 15.10 Third party websites: Where you are diverted to a third-party website including, for example, to SagePay during the payment process or a third platform for delivery of the CPD Activity, STEM Learning will have no liability whatsoever in respect of your use of such third party websites. You must read any applicable third party terms & conditions and you will be responsible for compliance with the same.
- 15.10 Translated version: Where this Agreement is translated into a non-English language, the English version shall prevail.
- 15.11 Governing law: This Agreement shall be governed by and construed in accordance with English law.