



BRITISH BOARDING SCHOOLS WORKSHOP

TERMS AND CONDITIONS OF BUSINESS EDUCATIONAL AGENTS

1. Interpretation

1.1 The definitions set out below apply in these terms and conditions (the **Conditions**):

Agent Profile	the Agent Profile on BBS Connected (web platform) which will be used for the printed profiles which are used to create a Workshop handbook;
Contract	the Educational Agent's submission of the Agent Confirmation Form to confirm acceptance of the place offered and the Event Organiser's written or email acceptance of that request;
Data Protection Legislation	the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law.
Delegate	the person(s) appointed to attend the Workshop by the Educational Agency, as notified to the Event Organiser by the Educational Agency by completing the Agent Confirmation Form;
Educational Agency	the company whose name is set out in the company name box of the Agent Confirmation Form;
Event Organiser	British Boarding Schools Network Ltd incorporated and registered in England and Wales with company number 05728330 whose registered office is situated at Maple House, Goudhurst Road, Horsmonden, Tonbridge, Kent, TN12 8AE, UK;
Intellectual Property Rights	all copyright, trade marks, trade, business and domain names, rights in designs, rights in computer software, database rights, rights in confidential information (including knows how) and any other intellectual property rights, in each case whether registered or unregistered;
VAT	value added tax chargeable under English law for the time being and any similar additional tax;
Workshop	the event organised by the Event Organiser which is the subject of the Contract; and
Workshop Handbook	the handbook which is distributed to all attendees of the Workshop containing contact details and photographs for those educational agencies schools and exhibitors (together with their respective delegates) scheduled to attend the Workshop.

- 1.2 Headings in these Conditions shall not affect their interpretation.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2. Application of Conditions

- 2.1 These Conditions shall:
- 2.1.1 apply to and be incorporated into the Contract; and
 - 2.1.2 prevail over any inconsistent terms or conditions supplied by the Educational Agent, or implied by law or course of dealing.
- 2.2 Completion of the Confirmation Form constitutes an offer by the Educational Agent to attend the Workshop on these Conditions. No offer placed by the Educational Agent shall be accepted by the Event Organiser other than by a written or email acknowledgement issued by the Event Organiser when a contract for the supply of services on these Conditions will be established.
- 2.3 The Event Organiser may at its absolute discretion refuse to accept any Registration Form or Agent Confirmation Form submitted by an Educational Agent.
- 2.4 Any changes or additions to the Contract must be agreed in writing between the Educational Agent and the Event Organiser.

3. Event Organiser's rights and obligations

- 3.1 The Event Organiser shall use its reasonable endeavours to organise, arrange and hold the Workshop.
- 3.2 Subject to the Event Organiser accepting the Confirmation Form or, as applicable, the Registration Form submitted by the Educational Agent (as contemplated by Condition 2.2) it shall:
- 3.2.1 reserve a place for the Delegate to attend the Workshop;
 - 3.2.2 for any Educational Agent based overseas, arrange up to two night's free accommodation at the Workshop venue for the Delegate (including dinner on the night before the Workshop, breakfast, lunch and dinner on the first day of the Workshop, and breakfast and lunch on the second day of the Workshop) which, subject to Conditions 5.1 and 5.3 below shall be without charge to the Educational Agent;
 - 3.2.3 provide free entry to, and complimentary refreshments (tea, coffee, water and biscuits etc) at, the Workshop.
- 3.3 The Event Organiser shall issue the Educational Agent with a password not less than four (4) weeks prior to the start of the Workshop, to enable the Educational Agent to access the Electronic Appointments System (EASy) online to book appointments with schools and exhibitors.
- 3.4 The Event Organiser shall publish information in relation to the Educational Agent, as well as the other participating educational agents, schools and exhibitors (together with their respective representatives and delegates) in the Workshop Handbook; on the Event Organiser's website; and/or the Electronic Appointments System (EASy). The Event Organiser shall have editorial control in relation to any information that is included in the Workshop Handbook, on the Event Organiser's website, and/or the Electronic Appointments System (EASy).
- 3.5 At the beginning of the Workshop, the Event Organiser shall provide the Delegate with a copy of the Workshop Handbook.
- 3.6 The Event Organiser shall have the right to refuse the Delegate entry to the Workshop or to require the Delegate to leave the Workshop if, in the reasonable opinion of the Event Organiser, the presence of the Delegate at the Workshop is detrimental to the reputation of the Workshop or is not in the best interests of the other attendees at the Workshop.

4. Educational Agent's obligations

4.1 The Educational Agent undertakes that:

- 4.1.1 neither it nor the Delegate has ever been convicted of an offence in any court or received a caution in the UK or elsewhere, other than a motoring offence which did not result in disqualification;
- 4.1.2 neither it nor the Delegate has ever been made bankrupt or the subject of any insolvency proceedings and no similar proceedings have ever been threatened or made against it or the Delegate in the UK or elsewhere;
- 4.1.3 neither it nor the Delegate is engaged in any litigation, investigation, inquiry or other proceedings involving any school or educational establishment and so far as it is aware no such proceedings, investigation or inquiry have been threatened or are pending;
- 4.1.4 so far as it is aware, neither it nor the Delegate has ever been under investigation for any matters or criticised, censured, suspended and or the subject of any other disciplinary activity by any professional or regulatory body;
- 4.1.5 so far as it is aware there are no other factors which may reasonably call into question its or the suitability of the Delegate to work in the education sector;
- 4.1.6 immediately give full and precise disclosure to the Event Organiser if at any time the undertakings in Conditions 4.1.1 to 4.1.5 are caused to be breached or are likely to be breached.

4.2 The Educational Agent shall:

- 4.2.1 co-operate with the Event Organiser in all matters relating to, or arising out of, the organisation of, and holding, the Workshop (including, but not limited to providing the Event Organiser with all such information as may reasonably be requested by the Event Organiser in connection with obtaining references from third parties for the Educational Agent);
- 4.2.2 inform the Event Organiser immediately if it becomes aware of any circumstance that brings into question its or the Delegate's suitability to work in the education sector;
- 4.2.3 comply with the code of conduct for Electronic Appointments System (EASy), to ensure that it responds promptly to all appointment requests and to ensure that all appointment requests made by schools or guardianship companies to the Educational Agent are confirmed or declined not less than twenty four (24) hours prior to the start of the Workshop;
- 4.2.4 provide the Event Organiser with the Delegate's name, address and other details that may be required by the Event Organiser and promptly inform the Event Organiser of any changes to the same;
- 4.2.5 be responsible for arranging and paying for the Delegate's travel to and from the Workshop;
- 4.2.6 arrange appointments for the Delegate with at least 23 of the schools and exhibitors represented at the Workshop prior to arrival at the Workshop venue;
- 4.2.7 procure that the Delegate shall be present at the Workshop for its duration;
- 4.2.8 procure that the Delegate does not participate in any third party or private activity or event that would prevent the Delegate from attending an activity or event organised or promoted by the Event Organiser at, or in connection with, the Workshop;
- 4.2.9 provide all materials and forms requested by the Event Organiser (including, but not limited to a photograph of the Delegate) by the relevant deadline specified by the Event Organiser;
- 4.2.10 not permit any family member, friend or business partner to attend the Workshop unless previously agreed in writing or by email with the Event Organiser;
- 4.2.11 save as contemplated by Conditions 3.2.2 and 3.2.3, pay for any costs that the Delegate incurs during its stay, including, but not limited to, costs in association with travel to and from the

Workshop, extra night(s) accommodation, room service, telephone calls, internet access, and refreshments;

- 4.2.12 procure that the Delegate complies with and adheres to all rules, regulations and lawful instructions relating to the Workshop and/or the Delegate's attendance at the Workshop; and
 - 4.2.13 at its own cost and expense obtain and maintain all necessary visas, licences, consents and insurances in connection with or arising out of the Delegate's attendance at the Workshop.
- 4.3 The Educational Agent warrants to the Company that:
- 4.3.1 in respect of all information and documents (submitted from time to time to the Event Organiser by, or on behalf of, the Educational Agent for publication on the Event Organiser's website, the Electronic Appointments System (EASy), the Workshop Handbook or elsewhere for the purposes contemplated in these Conditions) which contain the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or any copy by which any living person is or can be identified, the Educational Agent has obtained the authority of such living person to make use of such name, representation and/or copy and has obtained and shall make use of such information and documents in accordance with Data Protection Legislation; and
 - 4.3.2 the reproduction and/or publication of information and documents submitted from time to time to the Event Organiser by, or on behalf of, the Educational Agent for publication on the Event Organiser's website, the Electronic Appointments System (EASy), the Workshop Handbook or elsewhere for the purposes contemplated in these Conditions will not breach Data Protection Legislation, any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any person or render the Event Organiser liable to any proceedings whatsoever.
- 4.4 The Educational Agent shall indemnify and keep indemnified the Event Organiser against any loss or liability arising out of any third party claim in respect of the Event Organiser's use of information and documents including personal data (as defined by Data Protection Legislation), submitted from time to time to the Event Organiser by, or on behalf of, the Educational Agent for publication on the Event Organiser's website, the Electronic Appointments System (EASy), the Workshop Handbook or elsewhere for the purposes contemplated in these Conditions.
- 4.5 The Educational Agent may apply to the Event Organiser to register an additional Delegate to attend the Workshop but the additional Delegate will only be permitted to attend the Workshop:
- 4.5.1 if approved in writing or by email by the Event Organiser to the Educational Agent; and
 - 4.5.2 subject to payment to the Event Organiser of the relevant fee.
- 4.6 The Educational Agent shall indemnify the Event Organiser against all liabilities, costs, expenses, damages and losses (including legal and other professional costs and expenses) suffered or incurred by the Event Organiser arising out of or in connection with:
- 4.6.1 any claim made against the Event Organiser by a third party arising out of or in connection with the Delegate's attendance at the Workshop or the introduction facilitated by the Event Organiser of the Educational Agent to a third party, to the extent that such claim arises out of the breach, negligent performance or failure or delay in the performance of the Educational Agent's obligations under the Contract; and
 - 4.6.2 any claim made against the Event Organiser by a third party for death, personal injury or damage to property arising out of the acts or omissions of the Educational Agent or the Delegate at, or during, the Workshop.

5. Charges, payment and cancellation fee

- 5.1 The Educational Agent shall be liable to pay a cancellation fee of £485 plus VAT to the Event Organiser if:
 - 5.1.1 the Educational Agent cancels its booking after submitting the completed Agent Confirmation Form and the Event Organiser is unable to secure a suitable replacement to fill the Educational Agent's place; or

- 5.1.2 the Educational Agent fails without good reason to attend all of the appointments that it has made with schools and exhibitors at the Workshop using the Electronic Appointments System (EASy); or
 - 5.1.3 the Educational Agent fails to attend the Workshop or, without good reason, arrives later than two (2) hours after the start of the Workshop; or
 - 5.1.4 the Educational Agent fails in any material respect to comply with its obligations under the Contract,
- 5.2 By completing the Confirmation Form, the Educational Agent irrevocably consents to payment of the cancellation fee being charged by the Event Organiser to the credit card account as provided by the Agent.
- 5.3 Subject to the Event Organiser confirming to the Educational Agent in writing (as contemplated by Condition 5.3) that an additional Delegate may attend the Workshop, the costs of the additional Delegate's hotel and meals package (as quoted on the Event Organiser's website will be charged to the Educational Agent and must be paid to the Event Organiser in full prior to the start of the Workshop.

6. Intellectual property rights

As between the Educational Agent and the Event Organiser, all Intellectual Property Rights and all other rights in (or associated with) the Workshop; the Confirmation Form; the Workshop Handbook; the lists of Educational Agents, schools, guardianship companies, exhibitors (and their respective representatives and delegates); the Electronic Appointments System (EASy); and the content of the Event Organiser's website shall be and remain vested in the Event Organiser.

7. Confidentiality

The Educational Agent shall keep in strict confidence all commercial knows how and all data, which is of a confidential nature to the extent disclosed to the Educational Agent by the Event Organiser, its employees, representatives, consultants or subcontractors. The Educational Agent may not disclose any such information or materials to any third party without the prior written consent of the Event Organiser. The parties acknowledge that damages alone may not be an adequate remedy for breach of the confidentiality obligations set out in this Condition.

8. Limitation of liability

- 8.1 Nothing in these Conditions limits or excludes the liability of the Event Organiser:
- 8.1.1 for death or personal injury resulting from negligence; or
 - 8.1.2 for any damage or liability incurred by the Educational Agent as a result of fraud or fraudulent misrepresentation by the Event Organiser.
- 8.2 Subject to Condition 8.1 the Event Organiser shall not be liable for:
- (a) loss of profits; or
 - (b) loss of business; or
 - (c) loss or theft of, or damage to, the Educational Agent's (or the Delegate's) property or belongings; or
 - (d) loss of contract; or
 - (e) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

8.3 The Event Organiser shall have no liability to the Educational Agent for any loss, damage, costs, expenses or other claims for compensation arising from any information supplied by or on behalf of any educational agent, school or guardianship company which is incomplete, inaccurate or incorrect.

9. Data Protection and Privacy Policy

The Educational Agent acknowledges and agrees that the information which it provides on the Registration Form and/or Agent Confirmation Form (including personal data) will be held on a data base to enable the Event Organiser to process the Educational Agent's application for registration and that personal data will be processed by or on behalf of the Event Organiser for the purposes of administering the booking and as otherwise specified in these Conditions. If the Educational Agent wishes to receive further information about the Company's privacy policy, please visit the Company's website at <https://britishboarding.com/privacy-policy>

9.2 Each party shall comply with Data Protection Legislation at all times and shall not do anything, or omit to do anything, to put the other party, in breach of Data Protection Legislation.

10. Termination

10.1 The Event Organiser may terminate the Contract immediately by written notice if:

10.1.1 the Educational Agent fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment;

10.1.2 the Educational Agent commits any breach of any of its other obligations under the Contract;

10.1.3 the Educational Agent suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;

10.1.4 the Educational Agent suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

10.1.5 any of the undertakings set out in Condition 4.1 is, or is likely to be, breached;

10.1.6 the references supplied to the Event Organiser in relation to the Educational Agent are unsatisfactory or prove to be inaccurate, false or misleading; or

10.1.7 it is necessary to cancel or postpone the Workshop due to any circumstance or event beyond its reasonable control.

10.2 The Educational Agent may terminate the Contract immediately by written notice if:

10.2.1 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts; or

10.2.2 the Customer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

10.3 On termination of the Contract for any reason the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

10.4 On termination of the Contract (however arising), the following Conditions shall survive and continue in full force and effect:

10.4.1 Conditions 4.4 and 4.6;

10.4.2 Condition 6;

10.4.3 Condition 7;

10.4.4 Condition 8;

10.4.5 Condition 10; and

10.4.6 Condition 19.

11. Force majeure

The Event Organiser shall have no liability to the Educational Agent under the Contract if it is prevented from holding the Workshop (or from holding the Workshop in the same format (or substantially the same format) as contemplated by these Conditions) due to acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the Event Organiser or any other party), failure of a utility service or transport network, act of God, war, terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood or storm.

12. Waiver

A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

13. Severance

13.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

13.2 If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

14. Entire agreement

14.1 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

14.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract), as provided in the Contract.

15. Assignment

15.1 The Educational Agent shall not, without the prior written consent of the Event Organiser, assign any of its rights or obligations under the Contract.

16. No partnership or agency

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

17. Rights of third parties

A person who is not a party to the Contract shall not have any rights under or in connection with it.

18. Notices

18.1 Any notice or other communication required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party. A notice or other communication required to be given under or in connection with the Contract shall not be validly given if sent by e-mail or by fax.

18.2 If a notice or other communication is delivered personally or by commercial courier, it is treated as being delivered at the time it is handed to or left for the party.

18.3 If a notice or document is sent by post, it is treated as being delivered:

18.3.1 twenty four (24) hours after it was posted, if first class post was used; or

18.3.2 seventy two (72) hours after it was posted, if first class post was not used,

provided it can be proved conclusively that a notice or document was delivered by post by showing that the envelope containing the notice or document was properly addressed and put into the post system with postage paid.

19. Governing law and jurisdiction

19.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

19.2 The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter.