

## **Terms and Conditions for Subscribing Schools to use the e-PD Website at [www.e-pd.org.uk](http://www.e-pd.org.uk) for Gifted and Talented Able Pupil Enrichment bookings**

### Pre-amble

E-PD Trust ("E-PD") connects people seeking to participate in and collaborate in development opportunities. These terms and conditions apply specifically to the offer of gifted and talented able pupil enrichment course or activities by providers using the e-PD website.

The E-PD website enables us to act as an online booking and authentication service (not as agent) for external providers offering courses, activities or services to Subscribers of E-PD.

We will assume that you have understood, accepted and agreed these Terms and Conditions and a legally binding contract will be formed when you have paid the Initial Fee or accepted or used the Service in whole or in part.

"Subscriber" or "Subscribers" means schools and associated organisations or individuals subscribing to e-PD under a valid service level agreement or other form of consent.

"We, us, our" and related expressions refer to E-PD and anyone authorised by E-PD to act for or on their behalf.

"You/Your" and related expressions means the subscriber, or anyone on behalf of that person or company, offering services or supplies to e-PD Subscribers via the Service.

"Website" means [www.e-pd.org.uk](http://www.e-pd.org.uk).

The headings in this document are for ease of reference only and do not affect its interpretation.

### The Service

- 1 E-PD will provide 'the Service' for active Subscribers to e-PD subject to your compliance with these Terms and Conditions. The Service is defined as:
  - i) access to information about external providers and their contacts, courses, activities, links and resources;
  - ii) the mechanism for reserving and paying via credits for places on courses or activities;
  - iii) a reasonable assurance that the external provider has the appropriate level of expertise to deliver the relevant courses or activities offered on the E-PD website and that they have made appropriate declarations in respect of insurance, safeguarding and health and safety;
  - iv) the provision of online templates and resources to assist with the reservations process and enable you to record and access essential details online; and
  - v) guidance on the processes and procedures for bookings, notifications, payments and contacts.

### Our Fee for the Service

- 2 Our fee for the Service is included in the annual subscriptions payable by Subscribers to e-PD and will be subject to payment of the subscriptions by the due and payable date on each occasion. Payment for places on courses or activities offered by internal or external providers is not covered by the subscriptions and will be made separately by Subscribers for each booking, using credits which can be purchased from e-PD.

### Our Rights and Responsibilities

- 3 We will enable and support your access to the Service subject to your complete compliance with these Terms and Conditions.
- 4 We will carry out effective and regular communication to draw your attention to the provision of relevant courses and activities.
- 5 We will make available reasonable technical support and guidance as necessary to enable you to seek maximum benefit from the Service.

- 6 In the unlikely event that something happens to disrupt the Service which we have no reasonable control over, we will seek to have the Service restored as soon as practicable.
- 7 We reserve the right to make improvements to the Website from time to time and to modify these Terms and Conditions as a result of such improvements.

#### Your Rights and Responsibilities

- 8 You must assist with any enquiries or investigations and provide any information or evidence and assurances requested on the Website or otherwise by E-PD for the purposes of insurances, child protection and health and safety. The Central Authorisations Bureau will provide the point of contact for parents or children/young people to use for safeguarding purposes.
- 9 You must provide information of any necessary consents, emergency contacts and special dietary or medical needs or free school meal entitlement, additional educational needs including English as an additional language.
- 10 You are responsible for maintaining the security of your account and users and we are not liable for any loss or damage from your failure to comply with this security obligation.
- 11 Your use of the Service is at your sole risk and you agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service.

#### Payment

- 12 Payment for reservations on courses or activities is for the sum advertised in the form of credits in the offer made by the respective provider and once the reservation has been approved the amount will be automatically deducted from the balance of credits of the Subscriber making the reservation.

#### Cancellation Policy

- 13 The cancellation policy for reservations will be up to 28 calendar days before the date of the event after which time there will be no refund of credits or cash to Subscribers.

#### Disclaimers

- 14 We give you access to the Website but we do not give any warranties about the suitability, reliability, availability, timeliness, accuracy or completeness of the records or any other information on the Website.
- 15 Any issues relating to the delivery of courses and activities are strictly a matter between you and the respective provider and we take no responsibility or liability for the accuracy, integrity or validity of information given or methods used by the respective provider. Similarly, the provision of information about any consents, emergency contacts and special dietary or medical needs are your responsibility whether facilitated by the Website or otherwise.

#### Liability

- 16 The only warranties or undertakings we give are set out in these Terms and Conditions. We do not accept liability for any indirect or consequential losses, loss of data or any use of content you suffer from using the Website. For any loss you suffer that is caused by us, we limit the liability we have to you and your beneficiaries to the amount of the subscription fee paid for the year commencing 1 September in which any claim is made against us. Your statutory rights are not affected.

#### Intellectual Property Rights (including copyright) and Content

- 17 The records, features and services on our Website belong to E-PD and you must not reproduce the records (either in whole or in part), or publish them unless you have our permission in writing. Our Website and services provided on it belong to E-PD Trust and you must not copy or use them without our permission in writing.

#### Jurisdiction and Law

- 18 These Terms & Conditions are made under English law and are within the jurisdiction of the English courts. If any part of these Terms & Conditions no longer applies or is no longer legally enforceable, then the rest of the Agreement will continue to apply.