

The London Early Years Foundation Terms and Conditions for training and events

The London Early Years Foundation (LEYF) is a registered charity (No. 299686) and Social Enterprise.

These terms form part of the booking terms and are entered into by either the learner or the employer of the learner (where a learner's employer is paying on behalf of a learner). Both the learner or employer (as applicable) accept these terms and conditions. Where an employer is paying on behalf of a learner, such employer will procure that the learner observes and complies with the conditions set out in these terms.

The learner or employer (as applicable) is deemed to accept these terms upon enrolling for training and is responsible for ensuring the accuracy of all details submitted.

These terms govern the booking for the event to the exclusion of any terms and conditions of the employer or learner (as applicable). The booking form incorporates these terms and constitutes a legally binding contract.

Booking a training course or event

When you book a training course or event you are also booking a particular date and time. Upon receipt of a completed booking form, LEYF will confirm availability and a booking acknowledgement will be issued.

Bookings are not confirmed until a booking acknowledgement has been issued.

Payments

The employer or learner (as applicable) placing the booking is responsible for the payment of the course fee.

Please ensure that your payment for the course arrives before the start of the course. If you are self-funding (i.e. the course is not being paid for by your employer) then your booking cannot be confirmed until full payment is received.

To enquire about discounts, please get in touch at institute@leyf.org.uk

LEYF reserves the right to refuse admission for any failure by a learner or their employer to pay the fees prior to the start of the event.

Invoices

We try to make sure that we send the invoice for the course to the right person or department. If you have received the invoice and are not the right person, please pass it on to the appropriate people so that they can arrange payment for the course in plenty of time.

Your organisation can pay for your course by cheque, credit/debit card or by BACS payment. For more information please email finance@leyf.org.uk

What if I want to transfer, postpone or have to cancel?

1. Courses for individuals

All cancellations and transfers should be made in writing via email to institute@leyf.org.uk

Cancellations

In the event of a cancellation by the learner or employer, cancellation fees will be due as follows.

- For cancellations four weeks or more before the start date of the relevant course, we will refund the full fee.
- For cancellations more than seven days, but less than four weeks before the start date of the relevant course, we will refund half the fee.
- For cancellations less than seven days before the start date of the relevant course, the full fee will be due.
- Fail to attend, you are not entitled to a refund

Transferring to a different date or course

You may only transfer once per booking. Please note that we are unable to transfer a booking until we have received the full course fee. If you cancel after transferring, the above cancellation policy will operate with reference to the start date of the course that you have been transferred to.

2. Group training courses at your setting

Postponing a course

In the event of postponement by a learner, fees will be due as follows.

- For postponements with more than two weeks' notice, we will try to negotiate an alternative date within three months of the original one, if we cannot find a new date, we will refund half of the course fee.

- For postponements with less than two weeks' notice, we will refund half of the course fee.
- For postponements with less than seven days' notice, no refund will be available.

We allow only one postponement per course.

Cancellations

- For cancellations with more than one month's notice, we will not charge you, and we will refund any fees you have already paid. The only exceptions are non-refundable expenses, including preparation for bespoke training.
- For cancellations with less than one month's notice, we will refund you half the course fee.
- For cancellations with less than seven days' notice, the full fee will be due.

What if the course is cancelled by LEYF?

LEYF reserves the right to cancel, postpone or otherwise alter the content or date of an event without notice. In such circumstances, LEYF shall (at the option of the learner or employer) refund any payment received from the learner or employer (as applicable) or book you onto another course. This will be the sole remedy available to the learner or employer (as applicable) in respect of course cancellations.

Copyright and intellectual property rights

Copyright and all intellectual property rights in the course materials remains vested in LEYF or the consultant responsible for developing the event and materials.

The learner or employer (as applicable) agrees not to reproduce, sell, hire or copy materials (in whole or part) and not to use such materials except for the purpose of post event reference.

Data protection

Details of the employer and / or learner (as applicable) will be added to the LEYF database to process the booking. Where an employer is providing details (including personal data) of a learner, the employer shall ensure that they have specific consent from the learner to share such personal data.

Storage and processing of data will be carried out in accordance with the UK General Data Protection Regulation (GDPR) 2018 and the Data Protection Act 2018 (implementing the UK GDPR) and in line with our [Customer Privacy Notice](#)

(which is incorporated into these terms by reference), as updated from time to time.

Limitation Liability

In the event of any breach by LEYF arising out of or connected with this training and/or events, LEYF shall not be liable to you for the following: indirect or consequential loss, loss of profit, loss of earnings and revenue, loss of time, loss and/or corruption of data, anticipated savings or goodwill. In any event the maximum liability to you for any claim arising (whether in contract, negligence, tort or otherwise) shall be limited to the applicable fee paid in respect of the course that is the subject matter of the claim.

Disclaimer: LEYF courses and supporting materials are prepared solely for training purposes and are not a substitute for legal advice. Trainers, presenters, authors and LEYF will not accept responsibility for loss howsoever occasioned to any person or persons arising from any reliance, including reliance on any content for the purposes of giving advice to third parties. **Other:** Nothing in these terms and conditions shall limit or affect any loss or damage for death or personal injury or fraud or anything else that may not be limited or excluded by law as a result of LEYF's negligence.

A person who is not a party to this agreement shall have no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.

These conditions shall be subject to English law and any dispute and/or difference shall be determined by proceedings in the English courts.

Miscellaneous

If you have any additional requirements due to a disability or any other reason please notify LEYF to discuss requirements via email institute@leyf.org.uk

LEYF will not be liable for any travel or other expenses incurred by learners attending events.

Trainers have the right to refuse entry if learners are more than 30 minutes late.

Learners and employers agree to comply with both LEYF and the venue's policies and procedures at all times during the event.

LEYF reserves the right to refuse admission to any person whom it considers in its absolute discretion to be unsuitable for admission to the event, or to remove any such person after the commencement of the event.