



Expert Diversity, Equity & Inclusion Business Partners for Inclusive Workplaces

These terms and conditions for our learning Events and those in partnership with the CMI must be read in conjunction with our overall FD2i Terms and Conditions available on our website.



MESSAGE

bookings@fd2i.co.uk



WEBSITE

www.fd2i.co.uk



CONTACT US

07949 569897 (Booking/Admin)

Terms and Conditions

Standard Terms and Conditions for our Learning Events

Strategic Approaches to EDI 3 Day Event

FD2i (“we”) accept bookings from delegates (“you”) for places at our CMI partnership Events on the following terms and conditions. **Note:** “Event” refers to a course, program, or service delivered or organized by FD2i

1. Accommodation

1.1 Where Events are face to face accommodation is not included in the delegate fee. For more information, please contact the bookings administrator at bookings@fd2i.co.uk

2. Access and dietary requirements

2.1 If you have any specific access or dietary requirements, please contact the booking administrator at bookings@fd2i.co.uk

3. Confirmation

3.1 Where a booking is made by an organisation for one or more employees then our terms and conditions is with the relevant organisation who shall procure that all employees comply with these terms and conditions.

3.2 Once we have received confirmation of your booking, we will send you an email confirmation. A VAT invoice will be sent out to you by email shortly after if you have selected this method of payment.

3.3 We must receive payment prior to the Event commencing date. We may withdraw delegates from an Event (and shall in those circumstances not be liable to make any refund) if fees due in respect of an Event are not paid in full prior to the Event commencing.

3.4 If you have not received confirmation of your booking within 14 days of the Event, please contact the bookings administrator as we may not have received your booking. We cannot be held responsible for the non-arrival of information.

Discounts and Payments

4.1 Payment for the Event must be received before the Event date.

4.2 Payment must be made within 30 days of date of invoice or, if earlier, at least 7 days before the Event starts.

4.3 If you book for any Event within 30 days of the date of that Event, then payment is due immediately. Invoices will be issued when the order is processed.

4.4 All prices quoted are exclusive of VAT. Special offers may not be used in conjunction with other discounts.

4.5 Payment by credit or debit card or BACS transfer may be made on receipt of invoice or online.

4.6 We will send details regarding venue and registration not less than 14 days before the date of the Event, however, if you have not received these we cannot be held responsible and we recommend that you contact us if you have not received details at least 7 days before the Event.

4.7 Discount codes must be applied at the time of booking and cannot be applied once the

booking has been processed. Only one type of discount can be used per booking.

5 Cancellation

- 5.1** Delegates have the right to cancel within 14 days of booking, unless the commencement date of the Event is within 30 days of the booking date.
- 5.2** Bookings cancelled after the 14-day cancellation period will be chargeable at the full fee paid or due from the booking. All cancellations must be put in writing to bookings@fd2i.co.uk
- 5.3** We regret that no refund can be made where cancellations are made within 30 working days of an Event although substitutions may be made at any time.
- 5.4** We reserve the right to cancel an Event if delegate numbers fall below a sustainable/viable level. We will offer another Event date at no additional cost. If we are promptly notified in writing before the date of the Event that you do not wish to attend the rearranged Event or if we elect not to rearrange the Event then you will (as your sole remedy) be entitled, at your discretion, to receive a full refund in respect of your fees we have received.
- 5.5** We cannot offer refunds where Events are cancelled as a result of Events outside of our control.
- 5.6** Where a Force Majeure Event has or may have an adverse impact on the ability to hold the Event at the planned venue or on the planned date; or the Event generally, then we shall be entitled but not obliged to either: (i) provide alternative facilities, formats (such as online) or venue for the Event; and/or (ii) reschedule the Event. (iii) transfer you on another date (subject to availability) Any fees we receive from you shall be applied to any rearranged or rescheduled Event held pursuant to this Condition and you shall not be entitled to object to such rearranged or rescheduled Event or have any right to claim any compensation in respect thereof.
- 5.7** “Force Majeure Event” means any Event arising that is beyond the reasonable control of FD2i Limited including (without limitation) to facilitator/trainer or participant cancellation or withdrawal, supplier or contractor failure, venue damage or cancellation, health scares, industrial dispute, governmental regulations or action, military action, fire, flood, disaster, civil riot, acts of terrorism or war. These terms and conditions shall apply in respect of any rearranged or rescheduled Event we organise pursuant to this Condition.
- 5.8** If an Event is cancelled, other than in respect of any refund to which you may be entitled under these terms and conditions, we shall not be liable to you for any losses or liabilities suffered or incurred by you as a result. To the fullest extent permitted by law, we shall not be liable to you for any loss, delay, damage or other liability incurred, resulting from or arising in connection with, the cancellation of the Event, or industrial action, howsoever arising, including but not limited to hotel costs, flight and transport/travel costs, and/or other transfer costs associated with the Event.
- 5.9** Cancellations received up to 30 days prior to the Event date will be subject to a handling and administration charge of **£50 + VAT per delegate**, which will be deducted from any due refund or added to an invoice, whichever is appropriate.
- 5.10** Non-payment or non-attendance (online or in-person) does not constitute a cancellation. Substitutions made on the day of the Event are at our discretion only. If you purchased an in-person Event ticket and can no longer attend in-person, you can request to switch to an online Event within 7 days of the Event starting instead, at no extra cost, subject to place availability, please email bookings@fd2i.co.uk. We reserve the right to make changes to the programme, format, location and/or trainers without prior notice.

6.Substitutions, name changes, transfers

6.1 Should you be unable to attend the programme for any reason, a substitution will be accepted prior to the start of the course on the same terms without penalty, if confirmed in writing by the booking organisation or delegate. To inform us of a name change, please email bookings@fd2i.co.uk and include the name and date of the Event, the original delegate's name and company name followed by the substitute delegate name, telephone number and email address.

6.2 We regret that we are not able to transfer places between Events. If you are unable to make all 3 days, you will have to rebook on a day missed to obtain full CPD and full CMI guided learning hours required.

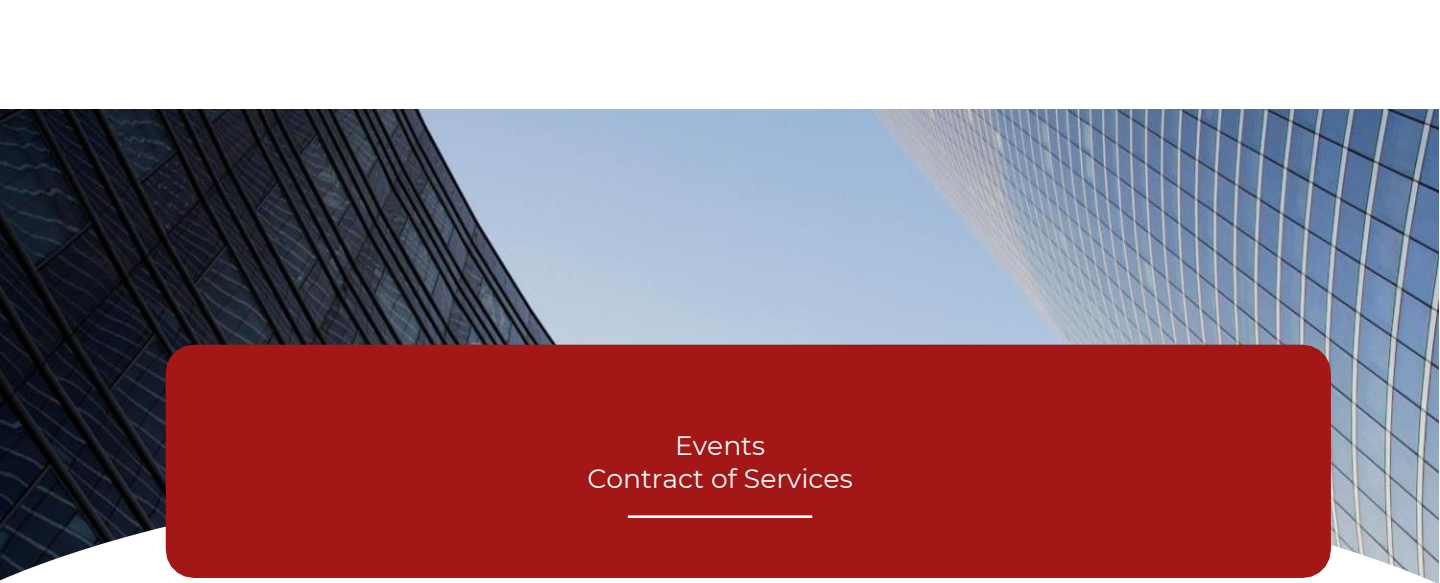
6.3 Transfers to a different course are permitted at the discretion of FD2i and are subject to a 25% administration fee. The 25% is calculated on the full course fee, regardless of any discounts which may have been applied at the time of registering. Transfers are not permitted within 30 days of a course taking place.

7. Event Changes

7.1 We reserve the right to make changes to the Event program, format, location and/or trainers without prior notice due to unforeseen circumstances.

8. Behaviour

8.1 Whilst in attendance at the Event, if we reasonably consider that your behaviour is inappropriate, disruptive, offensive, dangerous or illegal, we may ban you from further participation in the Event without a refund. All delegates receive and made aware of the Inclusive Learning Principles.



Events Contract of Services

In these terms and conditions, the following definitions apply:

“Company” refers to FD2i Limited.

“Client” refers to the organisation or individual/delegate entering into a contract with the Company through the acceptance of these terms and conditions.

“Event” refers to a course, program, or service delivered or organized by the Company.

“Contract” refers to the legal agreement between the Company and the Client for the purchase and supply of services in accordance with these terms and conditions.

“Order” refers to the confirmation by the Client of their purchase request and acceptance of these terms and conditions.

“Booking” refers to the Company’s confirmation of the Client’s Order and the resulting contractual agreement.

“Facilitators” refer to the tutors, trainers, and facilitators provided by the Company to deliver the booked services.

“Services” refer to the services, including any deliverables, provided by the Company to the Client as set out in the Specification, subject to these terms.

Conditions of Contract

1. Basis of Contract

- 1.1 An Order constitutes an offer by the Client to purchase Services in accordance with these terms.
- 1.2 The Order is only deemed accepted when the Company issues a written Booking Confirmation, at which point the Contract comes into existence (the “Commencement Date”).
- 1.3 The Client must inform the Company of any special requirements at the time of booking, including dietary, accessibility, and visual or audio support for attendees.
- 1.4 The Company reserves the right to change the delivery team, tutors, or facilitators without prior notice.
- 1.5 The Order acknowledgment constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statements or representations not explicitly included in the Contract.

- 1.6 Any samples, drawings, descriptive matter, or advertising issued by the Company, or any descriptions or illustrations contained on the Company's websites, catalogs, or brochures, are issued solely to give an approximate idea of the Services and do not form part of the Contract.
- 1.7 These terms apply exclusively and override any other terms the Client seeks to impose or which are implied by custom, trade, or practice.
- 1.8 Any quotation given by the Company does not constitute an offer and is only valid for 28 days from the date of issue.

2. Supply of Services

- 2.1 The Company shall provide the Services to the Client as specified, subject to any changes under these terms.
- 2.2 The Company will use reasonable efforts to meet any specified performance dates, but such dates are estimates and may be subject to change.
- 2.3 The Company may make essential changes to the Services if necessary and will notify the Client if the changes are material.
- 2.4 The Company warrants that the Services will be delivered with reasonable care and skill.

3. Client's Obligations

The Client shall:

- 3.1 Ensure the Order and any provided Specification information are complete and accurate.
- 3.2 Cooperate with the Company in all matters related to the Services.
- 3.3 Provide the Company with the information and materials reasonably required to deliver the Services, ensuring such information is accurate.

If the Company's performance is delayed or prevented due to the Client's actions or omissions (Client Default):

- 3.4 The Company may suspend performance until the Client remedies the issue and rely on the Client Default to excuse its performance to the extent necessary.
- 3.5 The Company shall not be liable for costs or losses arising from such delays.
- 3.6 The Client shall reimburse the Company for any costs or losses resulting from the Client Default.

4. Health & Safety, Security, and Insurance

- 4.1 The Client is responsible for ensuring they/their staff and any suppliers or contractors comply with UK and European Health and Safety regulations.
- 4.2 The Client and its contractors must follow reasonable instructions from the Company and/or the venue to maintain a safe environment.
- 4.3 Clients must hold valid public liability and, if applicable, employer's liability insurance. Certificates must be available for inspection upon request.

5.Alterations, Cancellation, or Postponement of Event

5.1 The Client may cancel a Booking within 14 working days of receiving booking confirmation.

5.2 Cancellations after the 14-day period will incur the full course fee.

5.3 Requests to reschedule after booking confirmation will be subject to cancellation charges as follows:

- Under 45 days: 100% of the course fee.
- 45 to 60 days: 75% of the course fee.
- Over 60 days: 35% of the course fee.

5.4 The Client may change attendee names up to 7 days before the Event at no extra charge, unless the commencement of the Event is within 30 days of booking. Delegate numbers must match the agreed number at booking, and requests for additional delegates must be made at least 7 days prior to the Event. All fees for additional delegates must be paid before the Event.

5.5 The Company reserves the right to make changes to the Event, venue, or timings where necessary.

5.6 If the Company cancels the Event, any pre-paid fees will be refunded, limited to the course fee. The Company is not liable for travel or accommodation expenses incurred by attendees or the Client.

5.7 If the Event is postponed or rescheduled for reasons outside our control the Contract remains in force under these terms.

5.8 The Company is not liable for any expenditure, damage, or loss incurred due to postponement or changes to the Event date.

5.9 Speaker views expressed at an Event are their own. The Company is not liable for advice given or views expressed by speakers or in materials provided.

**Cancellations won't be accepted over the phone and must be done in writing to
bookings@fd2i.co.uk**

6.Charges and Payment

6.1 Charges ie Course Fees for Services are specified in the Booking Confirmation.

6.2 The Charges are deemed accepted when the Client agrees to the Terms and Conditions at the point of Booking.

6.3 The Company may charge the Client for reasonable expenses incurred in delivering the Services, including travel, accommodation, and materials, as agreed with the Client.

6.4 The Company will invoice the Client in advance, with payment due before the service date, subject to invoicing terms/when payment made by credit or debit card confirmation receipt will be emailed

Payment terms:

6.5 Within 30 days of the invoice date (unless otherwise agreed).but prior to the Event start date.

6.6 Payments must be in full and made to the bank account specified by the Company.

6.7 If the Client fails to pay on time, the Company may charge interest at 8% above the current Bank of England base rate, accruing daily until payment is made.

6.8 Payments must be made without deduction or withholding except as required by law. The Company reserves the right to offset any amount owed by the Client against amounts payable by the Company.

7. Intellectual Property

7.1 All Intellectual Property Rights arising from the Services belong to the Company.

7.2 All Company materials remain the exclusive property of the Company.

7.3 Content (slides) is the property of the individual author FD2i Limited and photographs are not permitted to be taken in the learning environment without the express consent of the facilitator. Slides are not shared with delegates, content required is shared in different ways to support learning. Neither the content or any other specific learning material may be used for any other purpose without express content or specific written permission to share with others beyond the delegate access.

8. Photography, Filming, and Social Media

8.1 The Company may arrange for photography or video footage at Events for promotional purposes with prior agreement from the Client.

8.2 Clients or individuals who do not wish their image, brand, or logo to be used must notify the Company before the Event.

9. Special Requirements/Reasonable Accommodations or Adjustments

9.1 The Client must inform the Company of any special requirements at the time of booking, including dietary, access, and visual or audio support needs.

10. Data Protection and Personal Data

10.1 FD2i is the Data Controller and Processor of any personal data provided by the Client.

10.2 By confirming a booking, the Client consents to being contacted by the Company, CMI, and speakers, and admin team regarding the Event.

10.3 Personal data provided will be used to facilitate Event administration, including course materials, joining instructions, and attendee lists.

10.4 Delegate lists may be shared with speakers, and partners for Event coordination or professional qualification registration purposes.

10.5 Clients will receive communications relevant to their booking, including additional offers and promotions.

10.6 Data will not be shared with third parties without consent unless necessary to deliver the purchased services.

10.7 Clients may object to specific uses of their data by emailing info@fd2i.co.uk with the subject "Data protection".

10.8 The Company's full Data Protection and Privacy Policy is available at requested of www.fd2i.co.uk

11. Force Majeure

11.1 The Company is not liable for failure to perform its obligations due to circumstances beyond its control, including acts of God, war, fire, or severe disturbances affecting the organization, venue, or suppliers.

12. Confidentiality

12.1 The Client must keep confidential all technical or commercial information disclosed by the Company, including any proprietary knowledge. Confidential information may only be disclosed to employees, agents, or subcontractors involved in fulfilling the Contract.

13. Limitation of Liability

The Company's liability is not limited in cases of:

13.1 Death or personal injury caused by negligence.

13.2 Fraud or fraudulent misrepresentation.

13.3 Breach of statutory terms regarding the supply of goods and services.

Subject to clause 13.1:

13.4 The Company is not liable for loss of profit or indirect or consequential losses.

13.5 The Company's total liability is limited to the amount paid by the Client under the Contract.

13.6 Except as expressly stated, all implied terms are excluded to the fullest extent.

14. General Terms

14.1 All intellectual property used or created by or for us in design and delivery of any Event including, without limitation, any course materials and methods of presentation belong to us and you agree (save for the relevant delegate's personal study purposes) not to copy or reproduce the whole or any part of it nor to transfer all or any part of it to another person or entity.

14.2 By booking for one of our Events you agree to be bound by these terms and conditions (and the terms of our privacy policy) which constitute the entire agreement between us in substitution for and to the exclusion of any other terms.

14.3 Views and expressions of any person delivering one of our Events are personal and we shall not be liable for any losses or liabilities arising as a result.

14.4 Delegate registers will be distributed to other delegates and CMI. Please let us know in writing if you would like your details removed.

14.5 By booking for one of our Events you agree to be filmed or recorded, have photo taken at such Events but if your name is displayed on a name badge or other materials. If you request us to do so, we will use all reasonable endeavours to remove it.

14.6 This booking is governed by English law and any disputes relating to it will be referred to the exclusive jurisdiction of the English courts.

14.7 Any notices given by you to us in relation to your booking will be given in writing to us at our address as shown on our website and may be given by email.

14.8 Any notices given by us to you in relation to your booking will be given in writing to you by email.

14.9 No variation shall be made to these terms and conditions without our prior written consent.

END OF SECTION