



TERMS AND CONDITIONS OF BUSINESS 2025-26



DELIVERING EXPERTISE ● EMPOWERING LEADERS ● DRIVING IMPROVEMENT

BEP Standard Terms and Conditions of Business Effective Date: May 2025

These Terms and Conditions govern the purchase and delivery of products, services and events provided by BEP ("we", "our", or "the Company") to schools and educational institutions ("the Customer").

By booking or purchasing any services or tickets from us, you agree to be bound by these Terms and Conditions.

Our terms and conditions:

- set out the contractual framework between the Company and its customers and are a core document upon which we trade with our schools and customers.
- define key terms used in the terms and conditions, outlines the legal limitations and clearly sets out payment terms, including the options on interest charges if there is a failure to settle the account.
- are available on our website. They are cited in our brochures and referred to in all our booking transaction confirmation forms.

1. Definitions

BEP is a not-for-profit school improvement company/ education partnership. The registered address is C/O, Adderley Nursery School, 1 St Saviour's Rd, Saltley, Birmingham B8 1HN.

"Company" means BEP.

"Customer" an individual, school, college, academy, other educational institute or other business entity that receives Goods and/or Services from BEP.

"Intellectual Property Rights" means patents, inventions, trademarks, service marks, logos, design rights (whether capable of being registered or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether capable of being registered or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

"External Delivery Partner"

Any staff, third-party individual, consultant, organisation, or agency engaged by BEP to deliver or support the delivery of services, training, or events.

"Order" means the written request for Products or Services received by BEP Learning from the Customer which includes the package type, the Service Level Agreement Subscription price and the Service Level Agreement Subscription Period.

"Products or Services" means any products or services ordered by the Customer as contained in any Order. Including but not limited to:

- School improvement services and consultancy
- CPD (Continuing Professional Development)
- On-site and off-site training
- Conferences, events, and ticketed activities

“Annual subscription Products” means fixed-term services, benefits, or resources provided by [Your Company Name] on a subscription basis. The standard subscription term runs from 1st September to 31st July, aligning with the academic year. Access to services and entitlements is granted for the duration of this period, regardless of the actual purchase or activation date. Subscription products are non-transferable and non-refundable once the term has commenced, and renewal for the following academic year is subject to a new agreement.

“Service Level Agreement (Agreement)” refers to Products and Services supplied by BEP (or partner organisations trading on the Company’s behalf) and set out in the Order during the Service Level Agreement Subscription Period.

“Service Level Agreement Subscription” means a formal, time-bound agreement between BEP and a Customer outlining the scope, frequency, and standards of services to be delivered over a defined period—typically aligned to the academic year. The SLA Subscription includes pre-agreed support hours, consultancy days, training access, and/or other deliverables.

“Service Level Agreement Subscription Period” refers to the duration of the Service Level Agreement Subscription.

2. Products and Services

2.1 BEP agrees to supply during the Service Level Agreement Subscription Period and the Customer agrees to purchase the Products and Services with the terms and conditions as set out in this Agreement and those forming the on-line checkout process.

2.2. The Company will endeavour to provide the Products and Services to the Customer in accordance with the defined Order, Quotation or Price Offer.

2.3. We may choose to provide Products and Services by the use of recognised contractors and trading partners.

2.4 All prices listed or displayed on the BEP website or brochure are correct at the time of their being published. However, the Company reserve the right to amend prices from time to time. All current and up to date prices are available on the website

3. Payment

3.1 The Customer agrees to pay BEP in accordance with the Agreement and Service Payment Date requirements.

a. All Product and Service bookings (including School improvement services, consultancy and onsite training) within 30 days of invoice or in line with agreed payment schedule.

b. Conferences, events, and other ticketed activities must be paid within 30 calendar days of booking or at least 7 days before the event date, whichever is sooner.

c. For ticketed events booked less than 7 days in advance, payment for such event needs to be paid immediately and prior to the event taking place.

3.2 If a Product or Service has been requested by the Customer without a written order and the customer accepts delivery of the requested Product or Service, this will constitute an Order and the Customer will be subject to these terms and conditions and charged for that Product or Service.

3.3 For all BEP services and products that are subject to VAT. prices quoted are exclusive of VAT.

4. Delivery

4.1 BEP shall endeavour to deliver the Product or Service at the time and date and in the manner specified, or as otherwise agreed with the Customer.

4.2 The Products may, by mutual agreement, be delivered in advance of the delivery date quoted on the Order, Quotation or Proposal.

4.3 If a Customer, has paid for Products and Services that for any reason the Company are unable to provide, other than in situations where the Products and Services cannot be provided because of some act, failure to act, delay or negligence on the part of the Customer, either the delivery of the product will be delayed, to such time, that BEP can arrange to deliver it or the Customer will be refunded or not charged for the Product and Service.

4.4 Annual Subscription Products delivered for a school academic year basis shall run from 1st September ending 31st August.

5. BEP Standard Terms and Conditions of Business

The Customer's Obligations

5.1 The Customer shall provide BEP, in good time with all necessary information or confirmations required to undertake, perform or provide the Products or Services.

5.2 The Customer will provide reasonable access to its premises if BEP or its trading partners reasonably require it for the delivery of the committed Products or Services.

6. Termination/Cancellation

6.1 Product or Service

6.1 a The Customer has 14 working days after the day BEP emails to confirm acceptance of order (given that the initial order was placed more than 14 days in advance), to cancel a product or service.

6.1 b Cancellations made less than 14 working days after the day BEP emails to confirm acceptance of order will be charged as per the table below:

Days cancelled prior to delivery*	% charge of total cost
14 working days or more	Nil
13 to 8 working days	50%
0 to 7 working days	100%

6.2. Conferences, events, and other ticketed activities.

6.2 a. The following cancellation charges will apply in the event of cancellation, to cover BEP's reasonable costs and expenses incurred in relation to the cancellation:

Days cancelled prior to event	% charge of total cost
14 working days or more	Nil
13 to 8 working days	50%
0 to 7 working days	100%
Cancellation due to an Ofsted visit	Nil
Non-attendance of chargeable events	100%
Non-attendance of free to attend digital event	Nil

6.2 b As per clause 3.1c, no refunds will be due for any cancellations of these tickets except for those cancellations that relate to notification of an Ofsted visit or by prior agreement.

7. Force majeure

7.1 Neither party shall be in breach of this Order or otherwise liable for any failure to fulfil its obligations if such failure results from events, circumstances or causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, strikes, or terrorism.

7.2 In these circumstances the affected party shall notify the other as soon as possible and will endeavour to find a mutually convenient date and time to reschedule. Where this is not possible a full refund will be provided.

8. Confidentiality and Data Protection

8.1 In the course of the provision of the Services each party may have access to confidential information (whether recorded in writing or on computer disk or in any other manner) of the other party regarding their affairs pupils, staff, customers and business associates.

8.2 During the provision of the Services and after cessation of such provision, each party shall not disclose, divulge or communicate directly or indirectly to any third party any such Confidential Information without the other party's prior written consent.

8.3 Each party may disclose the other party's confidential information:

a. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 8; and

b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.4. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Order.

8.5. All information processed under this Agreement shall be dealt with in accordance with BEP's Data Protection policies and any guidance from the Information Commissioner's Office on information sharing, the Data Protection Act 2018 and compliance with the GDPR and the Freedom of Information Act 2000.

9. Copyright and Intellectual Property

9.1 All Intellectual Property Rights in all reports, documents produced by BEP in the performance or provision of the Products or Services and in any continual professional development (CPD) sessions or other training events hosted by BEP, including digital recordings captured of such CPD sessions and training events, shall remain vested with the Company or External Delivery Partner.

9.2 Any Products or Services, CPD sessions or training events which the Customer shall purchase, may only be reproduced for non-commercial or training purposes on condition that the school, organisation or individual using it has purchased the Product or Service or because that school, organisation or individual has been granted authorisation to use this material by BEP or by special agreement with BEP. For the avoidance of doubt, Products or Services, CPD sessions or training events (or recordings thereof) may not be passed-on, resold, amended or delivered to a third parties (either for commercial or non-commercial purposes) who have neither purchased the Product or Service, CPD session or training event, from BEP on its behalf or had the written permission of either party BEP Learning to use it.

9.3 Customers are prohibited from the use, re-use, reproduction of and storage of any digital recordings of any CPD sessions or training events relating to the Service Level Agreement Subscription, without prior agreement.

9.4 Background IPR: Each party retains ownership of its pre-existing intellectual property (IPR). Where necessary for service delivery, each party grants the other a non-exclusive licence to use its Background IPR for the term of the Agreement.

9.5 Foreground IPR: Unless stated otherwise:

- All Foreground IPR created during the Services belongs to BEP (or its licensors)
- BEP grants Client a non-exclusive, royalty-free licence during the Agreement term to use the Foreground IPR internally (without modification or sub-licensing).

- Any Client-acquired Foreground IPR or improvements to BEP's Background IPR are automatically assigned to BEP, and Client must assist in perfecting this assignment.
- Client must not remove proprietary notices from the Services or copies.

9.6 IPR Warranty: Each party warrants that use of its Background IPR by the other will not infringe third-party rights.

9.7 IPR Infringement: If a third-party claim arises, BEP may, at its cost:

- Obtain continued use rights,
- Replace/modify the infringing part (with no loss in functionality or added cost), or
- Terminate Client's rights and refund unused fees.

9.8 IPR Indemnity: Each party will indemnify the other against third-party IPR infringement claims arising from use of its IPR.

9.9 Indemnity Limits:

- BEP's indemnity does not cover Client-caused issues (e.g. misuse, unauthorised modifications, or combining Services with third-party products).
- Client's indemnity excludes BEP-caused issues not aligned with Client's directions or licences.

10 Miscellaneous

This Agreement shall be governed and construed in all respects by English law and the parties to it irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.