



The Maria Montessori Training Organisation

trading as

The Maria Montessori Institute

Terms and Conditions – Short Courses and Events

1. Introduction

- 1.1. The following terms and conditions (“Terms”) as updated from time to time, apply to all short courses and events [as set out in Schedule 1] (the “Event”) provided by The Maria Montessori Institute (the “Institute”).
- 1.2. You should read these Terms carefully before registering for an Event. We recommend that you download and save a copy of these Terms for future reference.
- 1.3. By registering on an Event, you agree to be bound by these Terms and any documents referred to in them.

2. Bookings and payment

- 2.1. Bookings on Events at the Institute are subject to availability and therefore the Institute cannot guarantee you a place on any Event.
- 2.2. An automated email will be sent to you immediately for all on-line bookings confirming submission of your registration form. If you have not received an email confirmation within 24 hours of making the on-line booking, please contact the team at course@mariamontessori.org or on +44(0) 207 435 3646.
- 2.3. Payment must be made at the time of booking unless specifically stated otherwise. Credit/debit card payment can be made over the phone on +44(0) 207 435 3646 or via the website. If you do not make payment at the time of making your booking, or as otherwise specifically stated, you will not be entitled to attend the Event.
- 2.4. The Institute may make any changes to any Event which are necessary to ensure that it complies with any applicable law or satisfies regulatory or academic quality requirements or which do not materially affect the nature or quality of the Event and the Institute will notify you of any such changes.

3. Your obligations

- 3.1. By booking on to an Event you agree to:
 - i. maintain an immigration status and valid travel documentation that entitles you to undertake the Event if it is to be held on site;
 - ii. where applicable, attend all specified sessions and arrive promptly at the scheduled start time;
 - iii. where an Event is to be delivered online, ensure that you will be present on the online platform to attend the Event at the scheduled times (where applicable) for the entire duration of the Event;
 - iv. refrain from using any audio or visual recording equipment during classes/online lectures or practical sessions;
 - v. comply with the Institute’s health and safety rules as notified to you from time to time if you come on to the Institute’s site;



- vi. conduct yourself in a professional and courteous manner and refrain from causing offence or nuisance to the Institute, its staff or other learners whether online or on site;
- vii. provide/use the equipment and materials as advised by the Institute;
- viii. only use any facilities and equipment provided by the Institute during the stated hours for delivery of the Event; and
- ix. observe strict confidentiality and not provide access to or share login details or content of the Event with any other person.

4. Cancellation

- 4.1. If you cannot attend the Event, you can transfer your place to another individual. Places can be transferred at any time up to and including the day of the Event.
- 4.2. A delegate place can be transferred to another Event if the request is sent to the Institute at least 21 calendar days before the Event. Please note additional charges may be applicable and the Institute cannot guarantee availability on the Event the delegate wishes to transfer to. A delegate can only transfer their place a maximum of two times, after which they will incur a 20% discretionary administration fee.
- 4.3. If the Institute has to cancel the Event, for example because there is low demand for the Event, its liability in the event of cancellation is limited to a full refund of the event fee only. The Institute will not refund any travel or hotel costs associated with the cancellation of the Event.
- 4.4. Provided you contact the Institute no more than 14 days after receiving email confirmation from the Institute of your place on the Event (the "Cancellation Period"), then you have a legal right to cancel the booking and receive a full refund by notifying the Institute in writing or by email. The Institute will refund any payment you have made within [14 days] of receiving your cancellation notice.
- 4.5. The charge for cancelling your booking outside of the Cancellation Period is:
 - i. If cancelled 14 days or more before the Event you will be refunded 50% of the fees paid in respect of the Event; and
 - ii. If cancelled less than 14 days before the Event you will not receive a refund, but you may transfer your place to another individual pursuant to clause 4.1.
- 4.6. All cancellations must be made in writing and sent to course@mariamontessori.org.

5. Removal from the Event

- 5.1. The Institute may cancel your booking or suspend you from the Event on written notice to you if:
 - i. your attendance falls below reasonably acceptable levels (other than for reasons outside your reasonable control);
 - ii. your conduct falls below reasonable acceptable levels;
 - iii. you do not make payment of any fees owing to the Institute when required;
 - iv. where applicable, you do not have an immigration status entitling you to undertake the Event, or you have given the Institute any other information which is untrue or misleading;
 - v. you breach the Terms in a material way and do not remedy the breach within 7 days of the Institute asking you in writing to do so;
 - vi. where applicable, you give your login details to any third party without the Institute's prior written permission; or
 - vii. you share content relating to the Event with any third party without the Institute's prior written permission.



6. Force Majeure

- 6.1. Force Majeure Event means any circumstance not within a party's reasonable control which affects it performing its obligations under these Terms including, without limitation:
- i. acts of God, flood, drought, earthquake or other natural disaster;
 - ii. any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause);
 - iii. interruption or failure of utility service;
 - iv. the Coronavirus, the spreading of which has been classed as a pandemic and any effects arising from or in connection with the same including, but not limited to, any actions, recommendations, announcements, or restrictions, related to its subject matter (whether made by a government body, authority, public health organisation or other similar official body) which affect a party's performance of its obligations these Terms;
 - v. epidemic or pandemic;
 - vi. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - vii. nuclear, chemical or biological contamination, or sonic boom;
 - viii. any law or any action taken by a government or public authority; and
 - ix. collapse of buildings, fire, explosion, or accident.
- 6.2. If and to the extent that a party ("**Affected Party**") is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event, the Affected Party shall as soon as practicable notify the other party in writing of the Force Majeure Event, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement.
- 6.3. Provided it has complied with clause 6.2, the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations while such Force Majeure Event continues to have effect. The time for performance of such obligations shall be extended accordingly.
- 6.4. The Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 6.5. If a Force Majeure Event is prevailing or predicted at the date of this agreement an Affected Party will be entitled to relief under this clause only if at the date of this Agreement, the Affected Party had good reason to believe that it would be able to perform its obligations notwithstanding the Force Majeure Event.

7. Copyright of materials

- 7.1. Copyright of all materials provided by the Institute belongs to the Institute or its associated bodies. All materials are provided for personal use of the participant only and are not to be copied, circulated or included in any other material or published in any form.

8. Liability

- 8.1. References to liability in this clause 8 include every kind of liability arising under or in connection with these Terms including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.



- 8.2. Neither party may benefit from the limitations and exclusions set out in this clause 8 in respect of any liability arising from its deliberate default.
- 8.3. Nothing in this clause 8 shall limit your payment obligations under these Terms.
- 8.4. Nothing in these Terms limits any liability which cannot legally be limited, including but not limited to liability for:
- i. death or personal injury caused by negligence;
 - ii. fraud or fraudulent misrepresentation; and
 - iii. breach of the terms implied by Part 2 of the Consumer Rights Act 2015
- 8.5. Subject to clause 8.2 and clause 8.3, the Institute's total liability to you shall not exceed the cost of the Event.
- 8.6. Clause 8.6 specifies the types of loss that are excluded:
- (i) loss of profits
 - (ii) loss of sales or business
 - (iii) loss of agreements or contracts
 - (iv) loss of anticipated savings
 - (v) loss of use or corruption of software, data or information;
 - (vi) loss of or damage to goodwill
 - (vii) indirect or consequential loss
- 8.7. The Institute takes no responsibility for the loss or damage of any of your personal belongings.
- 8.8. The Institute will not be liable for any loss suffered by a participant resulting from the Event which is beyond the reasonable control of the Institute.
- 8.9. Unless you notify the Institute that you intend to make a claim in respect of an event within the notice period, the Institute shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

9. Complaints

- 9.1. If you have cause for concern you must inform the Institute within 14 days. Complaints should be made in accordance with the Complaints Procedure. A copy of the most up-to-date version of the Complaints Procedure is on the Institute's website and is otherwise available from the Training Team at course@mariamontessori.org.

10. Data Protection

- 10.1. The Institute will need to use information relating to you for certain purposes connected with the running of the Institute. This will include your name, contact details, photographs and video recordings for the purposes of:
- i. managing relationships between the Institute and event attendees and fulfilling its obligations under the contract with you;
 - ii. promoting the Institute to prospective students and Event attendees;
 - iii. publicising the Institute's activities; and
 - iv. communicating with the Institute's community.
- 10.2. In respect of 10.1(ii), 10.1(iii) and 10.1(iv), this includes use of such information by the Institute in/on the prospectus (in whatever format or medium it is produced/made available), the Institute's website(s) and (where appropriate) the Institute's social media channels.
- 10.3. The Institute will process personal data about you in accordance with the Data Protection Act 2018 and the General Data Protection Regulation (as amended from time to time) and other related legislation. The Institute will process such



personal data to perform its obligations under these Terms, and in accordance with the Institute's '*Privacy Notice*' which is available on the Institute's website as may be amended from time to time.

11. Governance and Jurisdiction

The Terms are governed by English Law and either you or the Institute must bring legal proceedings in respect of the Terms in the English courts.

12. Variation

The Institute reserves the right to change or add to these Terms from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the Institute.

Revised: December 2024