Migration Yorkshire –online training Terms and Conditions (Eventbrite)

Our Terms

These are the Terms and Conditions on which Leeds City Council ("the Council") supplies the supporting unaccompanied child refugees online training ("the Training") to you. By purchasing a ticket for the Training, you agree to the Terms set out below.

1. Definitions

In these terms and conditions the following words and acronyms shall have the following meanings:

Agreement: The agreement between the Council and the Client for the supply of Training as defined below

Client: The individual or organisation who has purchased a place on the Training

Eventbrite: Online third party ticket selling platform

Fee: The price payable by the Client for the purchase of the place(s) on the Training

Participant: The individual who will attend the Training or for whom a place on the Training has been purchased

The Council: Leeds City Council

The Training: The Training selected by the Client and delivered by the Council

2. Agreement

2.1 All places on the Training will be purchased on the terms and conditions of this Agreement which shall be the entire Agreement between the Council and the Client in relation to the supply of the Training by the Council and shall prevail over and to the exclusion of any other terms and conditions including any provided by Client.

2.2 The Agreement incorporates and is subject to relevant rules, regulations, policies and procedures of the Council which are referred and linked to this Agreement. Together, they set out the rights and responsibilities of the Council and the Client.

2.3 An Agreement for the Council to supply a place on the Training will only exist when a request for a place on the Training (placed via the Eventbrite website) is formally accepted by email from Eventbrite and not before.

3. Training to be delivered

3.1 Under the Agreement the Council will use its reasonable endeavours to supply the services to meet the Training description on the Eventbrite website subject to this Agreement.

3.2 All Training will be delivered remotely via Teams or other video conferencing system at the Council's discretion.

3.3 The date and time of the Training purchased will be specified in the Council's confirmation email.

3.4 The Training will not be recorded.

4. Participants

4.1 The Client will provide the full name, email address, organisation and job role details of the Participant(s) on making a booking via Eventbrite.

4.2 If the Participant has a disability which might affect their ability to access the Training this should be disclosed at the time of booking the Training via Eventbrite. In order for the Council to be able to comply with its responsibility to make reasonable adjustments under the Equality Act 2010 it may request further information about the Participant.

5. Course materials

5.1 Any Training materials to be supplied by the Council to support the delivery of the Training will be supplied in electronic format to the Participant(s) email address provided by the Client when booking the Training.

5.2 For each place on the Training purchased by the Client, the Client and the Participant(s) shall be entitled to download and/or print copies for their personal use only. The Council has no responsibility to supply printed materials nor pay any printing costs for the materials.

5.3 The copyright in the Training materials is owned by the Council. The Client or Participant shall not download, copy or share the materials other than as expressly permitted by this Agreement and both shall be responsible for ensuring that this restriction is observed.

6. Fee

6.1 The Fee for the Training must be paid in full at the time of booking.

6.2 The Fee payable will be the price shown on the Eventbrite website at the time of booking.

6.3 Unless the Client exercises their right to cancel under section 7 below, there is no entitlement to a refund of the Fee if the Participant is unable to attend the Training. In the event the Participant is unable to attend the Training, the Council is not obliged to provide Training materials retrospectively.

7. Statutory right to cancel

7.1 The Client has the right to cancel a place on the Training without any reason within 14 of receiving confirmation of a place on the Training and will receive a full refund of the Fee paid. The cancellation must be notified through Eventbrite or the Council by email to events@migrationyorkshire.org.uk

7.2 Any cancellation made within 7 days of the training will only be refunded in exceptional circumstances.

8. Transfer of a place

8.1 If in exceptional circumstances beyond the control of the Participant, the Participant is unable to take up their place on the Training, the Participant (or the Client on their behalf) may request to move their place to a later date, if there are available places. The request must made by email to events@migrationyorkshire.org.uk at least 48 hours in advance of the start time for the Training. The decision whether or not to accept the request is entirely within the Council’s discretion.

9. The Council’s rights to make changes

9.1 The Council will take all reasonable steps to provide the Training that the Client has purchased.

9.2 There may be circumstances outside of the Council’s reasonable control where the Council is unable to provide the Training in full or in part for reasons such as staff illness or industrial disputes. Where those, or similar, circumstances arise the Council may have to postpone, re-structure or cancel the Training. If this happens the Council will minimise disruption so far as it is reasonably able to do and, wherever practicable, will provide the Participant with reasonable alternative arrangements.

9.3 The Council may suspend or cancel the running of the Training where in the Council’s opinion:

a) too few Participants have registered for the Training to enable the Council to provide an appropriate learning experience

b) too few Participants have registered to make it commercially viable for the Council to run the Training

9.4 The Council will make all reasonable efforts to inform the Client and/or Participant of any such suspension or cancellation as soon as possible and to provide reasonable alternative arrangements wherever practicable to do so.

10. Communications with Participants and Clients

10.1 It is the responsibility of the Participant and Client to check their emails regularly, to manage any filters on their email accounts to ensure that emails from the Council are received. Participants and Clients should ensure that their email inbox has an adequate amount of space to receive messages from the Council.

11. Personal information

11.1 Personal information which the Council has collected and holds about the Participant and the Client will be held and used in accordance with the Council's Privacy Notice.

11.2 This may include using personal information to process the booking of the place on the Training, to keep in touch with the Participant and/or the Client, to provide services and facilities for quality assurance and other reporting purposes.

11.3 It is the responsibility of the Client and the Participant to keep personal information up to date and to notify the Council of any changes or errors as soon as possible.

11.4 A Participant or Client may change personal information by confirming old and new details in writing, either by events@migrationyorkshire.org.uk or letter to Migration Yorkshire, Merrion House, 110, Merrion Shopping Centre, 4th Floor, Merrion, Leeds LS2 8BB.

12. Expectations of Participants

12.1 Participants are expected to display good conduct, avoiding inappropriate behaviour and misconduct.

12.2 Unfortunately, in rare cases the Council may have to ask that a Participant does not take up their place or to leave the Training during its delivery due to unacceptable and/or unprofessional standards of behaviour. It reserves the right to do this and to take any other action it deems appropriate to protect other Participants, itself, its staff and consultants. This action may include informing the Client of the circumstances and the action taken. If such action is necessary, any Fee paid will not be refundable.

12.3 Below are examples of behaviours expected of Participants and also examples of expected standards of behaviour.

Participants are expected to:

a) Show respect and care for other participants, Council staff and facilitators

b) Commit to the learning on the Training

c) Join the Training in a suitable environment free from interruptions, noise and distractions

d) Ensure the use of IT equipment and internet connection is suitable to allow easy of access to the Training

e) Attend on time and properly prepared

f) Inform the Council as soon as possible that the Participant requires additional support with their learning due to disability or learning difficulty

g) Keep confidential information shared by other Participants in class or on an individual basis and observe rules as to confidentiality and anonymity

h) The use of AI in sessions is not allowed and the trainer will ask participants to remove before continuing the session

12.4 All Participants are expected to refrain from inappropriate behaviour of any sort including for example

a) Behaviour or language which is hostile or shows prejudice towards individuals based on their disability, gender, race, religion, gender identity or sexual orientation

b) Incorrect use of the Training materials

c) Any behaviour inconsistent with the standards of good behaviour listed above

13. Complaints

13.1 If a Client or Participant wishes to make a complaint, please use the Contact form. A copy of the Council's complaints policy can be accessed here.

14. Law and Jurisdiction

14.1 The agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

14.2 If any of these terms and conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of the law of any state or country in which these terms and conditions are intended to be effective, then to the extent and within the jurisdiction in which that term or condition is illegal, invalid or unenforceable, it shall be severed and deleted from that clause and the remaining terms and conditions shall survive and continue to be binding and enforceable. Should the Council delay in enforcing the terms, the terms may still be enforced later.

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