



ENGLISH-SPEAKING UNION

discovering voices

Terms and Conditions associated with participation in ESU's education programmes

1. Introduction

By (i) registering for the ESU's Schools' Mace, Public Speaking or Performing Shakespeare competitions, (ii) booking a Discover Your Voice workshop, (iii) booking a CPD session or (iv) booking a place on Debate Academy you confirm that you have read and agree to be legally bound by the **Terms and Conditions** set out below and in the ESUs [Privacy Policy](#) and [Safeguarding Policy](#).

Please read this document carefully and ensure that understand the conditions of booking prior to registering for a competition, or confirming a booking for a Discover Your Voice, CPD or Debate Academy.

2. About us

The English-Speaking Union of the Commonwealth (ESU) ('we', 'us', 'our') is a charity (number 273136), registered with the Fundraising Regulator. It is governed by a [Royal Charter](#), granted by Her Majesty Queen Elizabeth II in 1957.

The English-Speaking Union believes every child should be able to make their voice heard. We believe that the ability to progress and to thrive in life relies on oracy – speaking and listening – skills, which are not currently a prominent part of the school curriculum. Our debate, public speaking and cultural exchange programmes help young people to engage with the world, to speak more confidently and to listen to and understand different points of view. These skills improve young people's attainment, emotional intelligence and social skills, helping them to live their lives to the fullest.

2.1 ESU Points of Contact

If you have any questions, comments or concerns or require further support please contact the ESU's Education Programmes Team on:

- Phone: 020 7529 1565
- Email: education@esu.org

3. Cancellation, withdrawal & refunds

3.1 Withdrawal from ESU Competitions

We understand that sometimes teams are not able to proceed with participation in a competition, and we will always seek to support schools and team leaders to participate.

Should you have to withdraw your team(s) from competition completely the following fees apply:

- If you withdraw before Round 1 heats are drawn – full refund minus £10 administration fee (please note the £10 administration fee will be payable, regardless of if the ESU have received full payment for your participation by this point, and may be invoiced separately)
- If you withdraw after heats have been drawn for Round 1 (Mace and Public Speaking) or Round 2 (Performing Shakespeare) – full refund minus £20 administration fee
- Withdrawal after participation in Round 1 (Mace and Public Speaking) or Round 2 (Performing Shakespeare) – no refund provided

3.2 Non-attendance at face-to-face heats, Regional or Grand Finals

Please note that if you fail to attend a face-to-face heat or Regional or Grand Final without at least 24 hours' notice to the ESU Education Programmes Team office (via email or phone), **an additional £10 fee per team** will be invoiced to your school or organisation. This is to cover the additional administrative burden placed on the ESU related to no-shows. This fee is payable for all teams, regardless of sponsorship or bursary status.

We are aware that there are occasions when unavoidable situations arise leading to the need to withdraw participation at short notice. Please contact the ESU Education Programmes office at your earliest convenience, and we may be able to apply some discretion to the above fees.

3.3 If we have to cancel your Discover Your Voice or CPD booking

On rare occasions due to situations outside of our control, for example due to trainer illness or extreme weather events, the ESU may have to cancel your booking. We will always try and find a trainer up to three working days before the start of the session. If we have to cancel after this point we will offer a full refund, or will offer to rearrange the booking for a different date free of charge.

3.4 Rearranging of Discover Your Voice, CPD or Competition heats due to education strike action

While not anticipated to impact on our delivery of programmes, due to industrial action being taken by one or more education union, we may postpone your Discover Your Voice or CPD session. If strike action will be affecting your school please contact the ESU at your earliest convenience, and with no less than 5 working days' notice. Any decision on whether to proceed will be made on a case-by-case basis, in discussion with the individual school. Please note that if you decide to cancel your session rather than rearrange, due to strike action, our usual cancellation policy (please see below) will apply.

If, due to industrial action by education unions, there are insufficient staff available to accompany students to competition heats (face-to-face or online) we may need to rearrange these at short notice. We will endeavour to provide at least 24 hours' notice of any changes, and if your school is impacted by strike action on the day of your heat(s) please inform the ESU at your earliest convenience.

3.5 Cancellation of Discover Your Voice or CPD bookings

Please make us aware of any potential changes or cancellations as soon as possible, and note the following cancellation fees:

- If you cancel over two weeks in advance of the session: no charge
- If you cancel between two weeks and one week in advance of the session: 25% of the invoiced amount
- If you cancel between one week and 48 hours in advance of the session: 50% of the invoiced amount
- If you cancel after 48 hours or less in advance of the session: 100% of the invoiced amount

3.6 Request for changes to your booked Discover Your Voice or CPD date

- **Requests for date changes received up to 21 days before the booked date:** All date change requests at this time will be subject to a **£25 administration fee**. Postponements to a later date will be accommodated as requested. Requests for moving the date forwards will be accepted at our discretion, provided we are able to accommodate the request on a mutually agreed date. **No further date changes** will be accepted and if you require further date changes you must cancel your existing booking and place a new booking request (in which case, cancellation fees apply – please see above).
- **Requests for changes received with less than 21 days before the booked date:** No date changes will be accepted or accommodated beyond this point. If you wish to change the date of your booking, you must cancel your existing booking and place a new booking request (in which case, cancellation fees apply – please see above).

3.7 Cancellation of a Debate Academy booking

We understand that sometimes plans change, and young people are unable to attend Debate Academy for a number of reasons, and we will do our best to accommodate situations as they arise.

If you need to cancel your place on Debate Academy we will:

- Automatically move your booking to the following year. Please note that there may be additional fees payable should prices for the following year rise
- Refund your fees:
 - If cancellation is made more than one month prior to the commencement of Debate Academy: full refund
 - If cancellation is made up to one calendar month prior to commencement of Debate Academy: 75% refund
 - If cancellation is made between one month and 14 days prior to the commencement of Debate Academy: 50% refund
 - If cancellation is made with less than 14 days' notice prior to the commencement of Debate Academy: no refund

If your cancellation is for medical grounds, on production of a valid medical certificate covering the date of Debate Academy we will:

- Offer a full refund minus £50 administration fee, or;
- Hold the booking for the following years' Debate Academy

3.8 Early departure from Debate Academy

No refunds will be granted should an attendee choose to leave Debate Academy part-way through the residential. This includes for cases of home sickness or medical reasons. If a participant needs to leave due to medical reasons we will discuss opportunities for the individual to attend a future Debate Academy, potentially at a reduced rate. We will treat these discussions on a case-by-case basis.

4. Events outside our control

We will not be liable for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by events outside our reasonable control (Force Majeure Event). A Force Majeure Event includes events, circumstances or causes beyond our control. Our performance under any contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance or reserve the right to cancel any booking for the duration of that period.

5. General

In the event that we fail, at any time during the term of a contract, to insist upon strict performance of any of your obligations under the contract or any of these Terms and Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

We have the right to revise and amend these Terms and Conditions from time to time to reflect changes in market conditions affecting our business, changes in payment methods, changes in relevant laws and requirements and changes to our system's capabilities.

You will be subject to the policies and Terms and Conditions in force at the time that you register for a Competition, book a Discover Your Voice workshop, CPD session or Debate Academy place, unless any changes to those policies, or these Terms and Conditions is required to be made by law or governmental authority, or if we notify you of the changes to those policies, or these Terms and Conditions before we send you confirmation (in which case we have the right to assume that you have accepted the change, unless you notify us to the contrary within seven working days of notice).

6. Complaints

If you are a team leader, teacher, parent or other individual in receipt of an ESU programme and are dissatisfied with the services provided, please see our [Complaints Policy](#) for information on how to make a complaint.