



## **Terms and Conditions – Classroom Style Programmes**

**Your attention is particularly drawn to the provisions of clause 12 (Our Liability to You)**

### **1. Background**

- a. These are the terms on which Young Enterprise (“we”, “us”, “our”) will supply you with the programme(s) (“Programme(s)”) set out in the Service Level Agreement letter of agreement (“SLA”) to which these Terms and Conditions are attached. The SLA and these Terms and Conditions together set out the full terms of our agreement with you to deliver the Programme(s) (this “Agreement”).
- b. Please note that, subject to paragraph 1.c, following receipt of the SLA, this Agreement shall come into effect and be binding upon you and us, upon us receiving a signed copy of the SLA or other written notice from you confirming your agreement to its terms.
- c. Regardless of whether this Agreement has come into effect, the dates for delivery of the Programme(s) shall not be reserved until you pay the fees for the Programme(s) in accordance with paragraph 7. Until we receive payment of these fees from you we are entitled to offer dates for the Programme(s) to others and cancel your dates for delivery of the Programme(s) upon giving written notice.
- d. This Agreement constitutes the entire agreement between you and us in relation to our delivery of the Programme(s). You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in this Agreement.
- e. Please note that in this Agreement the following rules of interpretation will apply:
  - i. a reference to a paragraph is a reference to a paragraph of these Terms and Conditions unless otherwise stated;
  - ii. the headings are included for convenience only and will not affect interpretation;
  - iii. the expressions “including”, “include”, and any similar expressions do not limit the words before it;
  - iv. words in the singular shall include the plural and vice versa and references to legal persons shall include natural persons and vice versa;
  - v. references to “writing” or “written” includes email;
  - vi. references to any laws will, unless the context otherwise requires, be read as including references to any amended and/or replacement law; and
  - vii. references to “business day” means a day other than a Saturday, Sunday or public holiday in England or Wales when banks in London are open for business.
- f. If any of the provisions set out in these Terms and Conditions conflict with the provisions of the SLA, the terms of the SLA will take priority.

### **2. The Programme(s)**

- a. Subject to paragraph 1.c and the rest of these Terms and Conditions, we will deliver the Programme(s) to you in accordance with this Agreement on the date(s) set out in the SLA or as is otherwise agreed between you and us in writing, however this may be affected by events outside of our control (see paragraph 13 below for more details).
- b. We will deliver the Programme(s) with reasonable care and skill in accordance with the descriptions set out in the SLA.
- c. We reserve the right to change and update the content of the Programme(s) and/or the way in which we deliver them as we see fit.



### 3. Our Responsibilities

- a. We acknowledge and undertake that we will:
  - i. endeavour to provide the appropriate number of volunteers (“**Class Mentors**”) for us to run the Programme(s);
  - ii. provide materials for the Volunteers, your staff involved in the delivery of the Programme(s) (“**Partner Staff**”) and students to use during the Programme(s);
  - iii. provide inductions and pre-arranged training sessions from time to time for Volunteers and Partner Staff;
  - iv. help co-ordinate and manage any agreed special events relating to the Programme(s); and
  - v. maintain appropriate public liability insurance for the activities of our personnel and Volunteers as part of the Programme(s).

### 4. Your Responsibilities

- a. You acknowledge and undertake that you will:

#### Prior to the Day

- i. nominate a member of your staff to act as a point of contact between you and us;
- ii. provide us with all information which we request concerning the delivery of the Programme(s) within the timescales given;
- iii. make sure that Partner Staff attend all relevant inductions and pre-arranged training sessions for the Programme(s) where required by us. You acknowledge and accept that the relevant Programme(s) may not be able to proceed unless all Partner Staff attend such sessions;
- iv. communicate any special requirements (e.g. catering, disabled access, visual/hearing impairment) of Partner Staff and students to us as soon as possible and in any event in advance of the date of delivery of the relevant Programme;
- v. Acknowledge any special requirements made on behalf of YE personnel or volunteers on receipt, or at least three working days in advance of the date of delivery of the relevant Programme, highlighting any special requirements that cannot be met.

#### On the Day

- v. provide us and the Volunteers with access to your school (if required) and the rooms and other reasonable facilities needed to deliver the relevant Programme;
- vi. provide us and the Volunteers with an adequate briefing about your school and students prior to the delivery of the relevant Programme;
- vii. ensure that an appropriate number of Partner Staff are available throughout the relevant Programme;
- viii. in accordance with the Department for Education requirements, ensure that a teacher or school representative remains with students at all times throughout the relevant Programme and acknowledge that students and their behaviour remain the responsibility of teachers or school representatives;
- ix. ensure that all relevant health and safety information is brought to the attention of Volunteers, Partner Staff and students and such information is followed;
- x. notify us at the earliest opportunity of any accident or incident taking place during any Programme (including any issues involving any Volunteers which must be communicated to us and not the Volunteer and we will deal with this for you);
- xi. ensure that all Partner Staff and students in attendance complete and return the evaluation forms and class lists (where required), links to which are provided at the end of each Programme and you acknowledge that failure to do so may result in the loss of funding for the Programme(s) and full cost of the Programme(s) being charged and payable by you;

#### General

- xii. unless it is agreed in writing that we will take out and maintain the same, arrange for appropriate public liability and other insurance cover to be in place to cover the activities of Partner Staff and students as part of the Programme(s);
- xiii. facilitate and support the recruitment of students to our programmes, services and qualifications and facilitate students' involvement in events which we hold, such as visits to Volunteers' company premises;



- xiv. not copy or replicate any of the Programme(s) or any materials which we provide without our consent and you may only utilise such materials as part of a programme managed by us or specific related activity which we authorise; and
- xv. recognise and promote the Programme(s) and our involvement with you and include us in your school prospectus and highlight our involvement with you during OFSTED / Estyn / ALI inspection.

## 5. Health & Safety

- a. We are fully committed to promoting children's rights and their right to be protected from harm, abuse and exploitation and to be involved in any decisions that directly affect them. We will implement policies and procedures for safeguarding the welfare of children and young people. We will ensure our personnel and Volunteers are selected, screened, trained and supervised in accordance with these policies (and please contact us if you would like further information about these policies).
- b. Where required by law due to the amount of hours spent delivering the Programme(s) or the level of access which the Programme(s) give, we will ensure that our personnel and Volunteers are checked against the Disclosure and Barring Service (DBS) in accordance with the law. Our personnel and Volunteers have been briefed on the contact hours they are to have with students and we will manage and monitor this. You acknowledge that any arrangement that you may come to with a Volunteer outside the scope of the Programme(s) is your sole responsibility.
- c. Where the Programme(s) or any related activities are delivered on your premises you will be responsible for undertaking a risk assessment to identify any potential risks to our personnel, Volunteers, your staff and students and for taking any appropriate action in relation to such risks. Where the Programme(s) or any related activities require attendance by your Staff Partners and/or students on our premises or other such premises that we arrange we will undertake a risk assessment to identifying any potential risks to our personnel, Volunteers, your staff and students in accordance with our health and safety policy (and please contact us if you would like further information about this policy). You acknowledge that where we have a responsibility to undertake a risk assessment this does not affect your obligation to obtain appropriate public liability and other insurances as required under paragraph 4.a.xii.
- d. You acknowledge that responsibility for first aid care of Volunteers, Partner Staff and students lies with you, regardless of the location of the Programme(s).

## 6. Changes to the Programme(s)

- a. If you want to change the Programme(s) after we issue a written notice to you (to confirm to your booking of the Programme(s), you must notify us in writing as soon as possible. Please note that we cannot guarantee that we can accommodate or accept any changes to the Programme(s). Any accepted changes must be agreed in writing and signed by you and us. Any changes to the Programme(s) which are agreed may result in additional reasonable charges to cover any costs we incur as a result of the change which we shall be entitled to invoice to you and which shall be payable in accordance with paragraph 7.a.
- b. An additional agreement is required to purchase additional programmes.

## 7. Fees & Payment

- a. Upon this Agreement coming into effect, we may issue an invoice for the fees payable by you as set out in the SLA for the Programme(s) ("**Fees**") or any time after. The Fees shall be payable by you:
  - i. Within 7 days of invoice date.

***No matter when an invoice is issued to you, you must in any event make payment of the Fees prior to the date for delivery of the relevant Programme(s).***

- b. If the number of students present when we deliver the relevant Programme is fewer than the number for whom places on the Programme have been purchased the Fees will not be affected and you will not be entitled to any refund. If the number of students present when we deliver the relevant Programme is



greater than the number for whom places on the Programme have been purchased you shall pay us the applicable additional fee per student as set out in the SLA. We shall be entitled to issue an invoice for such additional fees immediately following delivery of the relevant Programme which shall be payable by you within 7 days of the date of invoice. Please note that we are not always able to accommodate additional students and we reserve the right to refuse to allow more students than the number originally purchased to partake.

c. We will provide you with invoices by email.

d. If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us this interest together with the overdue amount.

e. If you dispute an invoice in good faith and let us know that you dispute it promptly after receipt, the required payment periods and interest charges in paragraphs 6.a, 7.a, 7.b. and 7.d. above will not apply for the period of the dispute.

## 8. Duration of this Agreement

- a. This Agreement shall continue in effect until either:
  - i. the Programme(s) have all been delivered and/or cancelled; or
  - ii. this Agreement is terminated in accordance with these Terms and Conditions, whichever occurs first.

## 9. Cancellation of the Programme(s)

If either we or you want to cancel any Programme(s) for any reasons we or you may do so by giving the other written notice, *provided that this notice is received more than four (4) weeks prior to the agreed delivery date of the relevant Programme(s)*, upon which we shall refund you any Fees already paid. If you wish to cancel a Programme(s) after this time you may still do so by giving us written notice but you **shall still be required to pay the Fees in full**. You acknowledge that this is a reasonable requirement to cover the costs to us of dedicating resource to the Programme(s).

## 10. Terminating this Agreement

- a. You may terminate this Agreement or cancel any or all Programme(s) with immediate effect if we breach this Agreement in a material way and (if the breach is fixable) we do not correct or fix the situation within 30 days of you asking us to do so in writing, in which case we shall discuss in good faith any refund of the Fees (in whole or in part) which is be reasonable in the given circumstances.
- b. We may terminate this Agreement or cancel and/or suspend any or all Programme(s) with immediate effect if:
  - i. you do not make a payment of the Fees when due;
  - ii. you or the Partner Staff fail to meet the requirements as set out in any lesson or action plan which we provide to you in relation to the delivery of the relevant Programme; or
  - iii. you breach paragraphs 4.a.iii, 4.a.v, 4.a.vii, 4.a.viii, 4.a.xi or 4.a.xii above in any way;
  - iv. you breach this Agreement in a other material way and (if the breach is fixable) you do not correct or fix the situation within 30 days of us asking you to do so in writing, in which case the Fees shall still remain due and interest shall accrue in accordance with paragraph 7.d above.

## 11. At the End of this Agreement

- a. On expiration or termination of this Agreement for any reason:
  - i. our obligation to provide any Programme(s) which have not been delivered ceases;
  - ii. the rights, remedies, obligations and liabilities of you and use that have accrued as at expiry or termination will be unaffected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of expiry or termination; and



iii. any paragraph of these Terms and Conditions which expressly or by implication is to survive termination shall continue in full force and effect, including, for the avoidance of doubt, paragraph 12 below.

## **12. Our Liability to You – Read This Paragraph Carefully**

- a. There are certain things that we and you are not able, by law, to exclude liability for, and nothing in this Agreement excludes liability for such things. This includes liability for:
  - i. death or personal injury caused by negligence or the negligence of personnel;
  - ii. fraud or fraudulent misrepresentation; and
  - iii. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.
- b. Subject always to paragraph 12.a. above:
  - i. we will not be liable to you in any circumstances whatsoever for any loss of profit or any indirect or consequential losses which you suffer in connection with this Agreement, however arising (including in contract, tort and negligence and breach of statutory duty); and
  - ii. each of our and your total liability to the other in respect of all other losses, however so arising (including in contract, tort and negligence and breach of statutory duty) shall in no circumstances exceed the total Fees paid and payable by you under this Agreement provided that this clause shall not apply to your obligations to pay us the Fees and any applicable interest.
- c. The terms implied by law, including sections 3 to 5 of the Supply of Goods and Services Act 1982, are, to the fullest extent allowed by law, excluded from this Agreement.

## **13. Events Outside of Our Control**

- a. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by an Event Outside Our Control.
- b. An “**Event Outside Our Control**” means any act or event beyond our reasonable control, including without limitation adverse weather, strikes, lock-outs or other industrial action (whether involving our personnel or one of our suppliers), civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, failure of public or private telecommunications networks or failure of transport networks.
- c. If an Event Outside Our Control takes place that affects the performance of our obligations under this Agreement:
  - i. we will contact you as soon as reasonably possible to notify you; and
  - ii. our obligations under this Agreement will be suspended and, if we have been unable to deliver a Programme(s) as a result of the Event Outside Our Control, we will contact you to arrange a new date for the Programme(s) and we shall discuss in good faith any additional charges which would be reasonable in the given circumstances.

## **14. Your Information**

- a. We might need to use the personal information you provide to us (including the personal information of any Staff Partners and students which you provide) to:
  - i. deliver the Programme(s);
  - ii. process your payment of the Fees;
  - iii. comply with our other obligations under this Agreement; and
  - iv. provide details about similar programmes and services that we delivery, but you may stop receiving these at any time by contacting us.
- b. You are responsible for ensuring that you obtain any necessary consents to be able to provide us with any personal information for the purposes stated in paragraph 14.a. above.
- c. We will not give personal information you provide to us (including the personal information of any students which you provide) to any third party.





## **15. Notices**

- a. Any notice which is given under or in connection with this Agreement must be in writing, addressed to the relevant party at its principal address or such other address as has been specified in writing in accordance with this paragraph 15, and must be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.
- b. A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in paragraph 15.a. above; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or if sent by email to an email address of ours which we provide to you for the purpose of giving notices, one business day after transmission provided no out of office is received back.

## **16. Other General Terms**

- a. No variation of this Agreement shall be effective unless it is agreed in writing and signed by you and us.
- b. Nothing in this Agreement is intended to, or shall be deemed to, create any legal partnership or joint venture between you and us, nor will either you or us be the agent of the other.
- c. We may transfer or sub-contract our rights and obligations under this Agreement to another organisation.
- d. You may only transfer your rights or your obligations under this Agreement to another organisation if we agree in writing.
- e. This Agreement is between you and us. No other person shall have any rights to enforce any of its terms.
- f. Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- g. If we fail to insist that you perform any of your obligations under this Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

## **17. Law**

- a. This Agreement is governed by and to be interpreted in accordance with English law. You and we both agree to submit to the exclusive jurisdiction of the courts of England and Wales in relation to any disputes which arises under or in connection with this Agreement.