



## Sandwell Inspired Partnership Services Education Limited Terms and Conditions for the Supply of Services

### Interpretation

Definitions. In these Conditions, the following definitions apply:

"Conditions"	these terms and conditions as amended from time to time in accordance with clause 17.
"Contract for Services"	means the agreement for the provision of various services provided by SIPS as set out in Schedules 1-9 or provided to the School from time to time.
"Data Controller"	has the meaning set out in the Data Protection Act 1998.
"Data Processor"	has the meaning set out in the Data Protection Act 1998.
"Data Protection Legislation"	the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Power Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.
"Data Subject"	has the meaning set out in the Data Protection Act 1998.



<p><b>"Deliverables"</b></p>	<p>all Documents, products and materials developed by SIPS Education or its agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).</p>
<p><b>"Document"</b></p>	<p>includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.</p>
<p><b>"Indirect Loss"</b></p>	<p>Loss of profits, loss of use, loss of production, loss of business, loss of business opportunity, loss of revenue, loss of anticipated savings or any claim for consequential loss or for indirect loss.</p>
<p><b>"Intellectual Property Rights"</b></p>	<p>patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.</p>
<p><b>"Personal Data"</b></p>	<p>has the meaning set out in the Data Protection Act 1998.</p>
<p><b>"Pre-existing Materials"</b></p>	<p>all Documents, information and materials provided by SIPS Education relating to the Services which</p>



	existed prior to the commencement of this agreement, including computer programs, data, reports and specifications.
"School"	the school, person or firm who purchases Services from SIPS Education.
"School's Data"	any data (including any Personal Data relating to the staff, customers, governors, pupils, parents or suppliers of the School), document, text, drawings, diagrams, images or sounds (together with any database made up of any of those), embodied in any medium, that are supplied to SIPS Education by or on behalf of the School, or which SIPS Education is required to generate, process, store or transmit pursuant to this agreement.
"Services"	the services to be provided by SIPS Education under these Conditions and the Contract for Services from time to time together with any other services which SIPS Education provides or agrees to provide to the School.
"SIPS Education"	Sandwell Inspired Partnership Services Education Limited, registered under the Co-operative & Community Benefit Societies Act 2014, registration number IP031729.
"SIPS Education' Equipment"	any equipment, including tools, systems, cabling or facilities, provided by SIPS Education or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the School.
"TUPE"	the Transfer of Undertakings (Protection of Employment) Regulations 2006.



"VAT"	value added tax chargeable under English law for the time being and any similar additional tax.
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1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of these Conditions.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.4 The Schedules form part of these Conditions and shall have effect as if set out in full in the body of these Conditions. Any reference to these Conditions includes the Schedules.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns.

1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.10 A reference to writing or written includes fax and e-mail.

1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.



1.12 References to clauses are to the clauses of these Conditions.

1.13 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. Commencement and Duration

2.1 These Conditions together with any applicable Contracts for Services apply to the sale and supply of any Services by SIPS Education to the School, to the exclusion of any other terms that the School seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.

2.2 The School agrees to be bound by these Conditions when purchasing Services from SIPS Education from time to time. When a School requests Services from SIPS Education and SIPS Education agrees to provide such Services, the parties will enter into a Contract for Services in respect of such Services at which point a contract shall come into existence. Each Contract for Services will incorporate these Conditions.

2.3 The School shall purchase and SIPS Education shall provide the Services to the School in accordance with these Conditions and the relevant Contract for Services.

2.4 The School may not cancel the Services, except as provided in the individual Contract for Services or with the agreement in writing of SIPS Education on the terms that the School shall indemnify SIPS Education in full against all loss (including without prejudice to the generality of the foregoing) loss of profit, costs (including the costs of all labour and material used), damages, charges and expenses incurred by SIPS Education as a result of cancellation.



### 3. Supplier's Obligations

3.1 SIPS Education shall use reasonable endeavours to provide the Services in accordance with the Contract for Services in all material respects.

3.2 SIPS Education shall use reasonable endeavours to meet any performance dates specified in the Contract for Services, but any such dates shall be estimates only and time for performance by SIPS Education shall not be of the essence.

### 4. School's Obligations

4.1 The School shall:

- (a) co-operate with SIPS Education in all matters relating to the Services;
- (b) provide, for SIPS Education, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the School's premises, office accommodation, teaching and classrooms, data and other facilities as required by SIPS Education;
- (c) provide, in a timely manner, such information as SIPS Education may require, and ensure that it is accurate in all material respects;
- (d) be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services;
- (e) inform SIPS Education of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the School's premises;
- (f) ensure that its staff and pupils are not (in the reasonable opinion of SIPS Education) abusive or aggressive towards SIPS Education or any employee, agent or contractor of SIPS Education.



4.2 SIPS Education shall be entitled to suspend performance of any of the Services under any or all of the Contracts for Services if the School is in breach of any of its obligations under these Conditions or any one of the Contracts for Services.

4.3 If SIPS Education's performance of its obligations under a Contract for Services is prevented or delayed by any act or omission of the School, its agents, subcontractors, consultants, pupils or employees, SIPS Education shall not be liable for any costs, charges or losses sustained or incurred by the School that arise directly or indirectly from such prevention or delay.

4.4 The School shall be liable to pay to SIPS Education, on demand, all reasonable costs, charges or losses sustained or incurred by SIPS Education (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the School's fraud, misrepresentations, negligence, failure to perform or delay in the performance of any of its obligations under these conditions and/or the Contracts for Services, subject to SIPS Education confirming such costs, charges and losses to the School in writing.

4.5 The School shall not, without the prior written consent of SIPS Education, at any time from the date of the relevant Contract for Services to the expiry of 12 months after the last date of supply of the relevant Services, solicit or entice away from SIPS Education or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of SIPS Education in the provision of those Services.

4.6 Any consent given by SIPS Education in accordance with clause 4.5 shall be subject to the School paying to SIPS Education a sum equivalent to 20% of the then current annual remuneration of SIPS Education's



employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by the School to that employee, consultant or subcontractor.

## 5. Change Control

5.1 If either party requests a change to the scope or execution of the Services, SIPS Education shall, within a reasonable time, provide a written estimate to the School of:

- (a) the likely time required to implement the change;
- (b) any necessary variations to SIPS Education's charges arising from the change; and
- (c) any other impact of the change on the relevant Contract for Services.

5.2 If the School wishes SIPS Education to proceed with the change, SIPS Education has no obligation to do so unless and until the parties have agreed the necessary variations to its charges, the Services and any other relevant terms of the Contract for Services to take account of the change and these Conditions and/or the Contract for Services has been varied in accordance with clause 17.

5.3 Notwithstanding clause 5.2, SIPS Education may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. SIPS Education may, from time to time change the Services, provided that such changes do not materially affect the nature or quality of the Services and, where practicable, it will give the School at least three months' notice of any change.





5.4 SIPS Education may charge for the time it spends assessing a request for change from the School on a time and materials basis in accordance with clause 6.

## 6. Charges and Payment

6.1 In consideration of the provision of the Services by SIPS Education, the School shall pay the charges as set out in each of the relevant Contract for Services, which shall specify whether they shall be on a time and materials basis, a fixed price basis or a combination of both. Clause 6.2 shall apply if SIPS Education provides Services on a time and materials basis and clause 6.3 shall apply if SIPS Education provides Services for a fixed price. The remainder of this clause 6 shall apply in either case.

6.2 Where Services are provided on a time and materials basis:

The charges payable for the Services shall be calculated in accordance with SIPS Education's standard daily fee rates, as amended from time to time;

SIPS Education's standard daily fee rates for each individual person are calculated on the basis of a standard 7½ hour day;

All charges quoted to the School shall be exclusive of VAT, which SIPS Education shall add to its invoices at the appropriate rate.

6.3 Where Services are provided for a fixed price, the total price for the Services shall be the amount set out in or determined in accordance with the relevant Contract for Services as amended from time to time.

6.4 SIPS Education shall be entitled to invoice the School for the Services at the times set out in each Contract for Services.

6.5 Unless otherwise stated in the Contract for Services, the School shall pay each invoice submitted to it by SIPS Education, in full and in cleared



funds, within 30 days of the date of invoice to a bank account nominated in writing by SIPS Education.

6.6 Without prejudice to any other right or remedy that it may have, if the School fails to pay SIPS Education on the due date:-

The School shall pay interest on the overdue amount at the rate of 8% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The School shall pay the interest together with the overdue amount; and

SIPS Education may suspend all or part only of Services (including other Services under any other Contract for Services) until payment has been made in full.

6.7 All sums payable to SIPS Education under these Conditions and the Contract for Services shall become due immediately on termination of the relevant Contract for Services, despite any other provision. This clause 6.7 is without prejudice to any right to claim for interest under the law, or any such right under these Conditions.

6.8 If either party terminates any or all of the Contracts for Services, and the School has made payment in advance for Services, no refund shall be provided to the School for that part of the Services not provided.

6.9 All amounts due under the Contracts for Services or these Conditions shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **7. Intellectual Property Rights**

7.1 As between the School and SIPS Education, all Intellectual Property Rights and all other rights in the Deliverables and the Pre-existing



Materials shall be owned by SIPS Education. Subject to clause 7.2, SIPS Education licenses all such rights to the School free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the School to make reasonable use of the Deliverables and the Services. If the Contract for Services is terminated, this licence will automatically terminate.

7.2 The School acknowledges that, where SIPS Education does not own any of the Pre-existing Materials, the School's use of rights in Pre-existing Materials is conditional on SIPS Education obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle SIPS Education to license such rights to the School.

7.3 The School grants SIPS Education a non-exclusive, worldwide, royalty free licence to use the School Data to the extent reasonably required by SIPS Education to enable SIPS Education to perform the Services.

## **8. Confidentiality and SIPS Education's Property**

8.1 The School undertakes that it shall not at any time disclose to any person technical or commercial know-how, specifications, inventions, quotations, processes or initiatives which are of a confidential nature and have been disclosed to the School by SIPS Education, its employees, agents, consultants or subcontractors and any other confidential information concerning SIPS Education's business or its products which the School may obtain, except as permitted by clause 8.2.

8.2 The School may disclose SIPS Education's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under 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.

8.3 The School shall not use SIPS Education's confidential information for any purpose other than to perform its obligations and exercise its rights under these Conditions and the relevant Contract for Services.

8.4 All materials, equipment and tools, drawings, specifications and data supplied by SIPS Education to the School (including Pre-existing Materials and SIPS Education's Equipment) shall, at all times, be and remain as between SIPS Education and the School the exclusive property of SIPS Education, but shall be held by the School in safe custody at its own risk and kept in good condition by the School until returned to SIPS Education, and shall not be disposed of or used other than in accordance with SIPS Education's written instructions or authorisation. The School agrees to indemnify SIPS Education for any loss or damage caused to SIPS Education Equipment or the Pre-existing Materials whilst in the School's custody.

## **9. Limitation of liability - THE SCHOOL'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

9.1 Nothing in these Conditions limits or excludes SIPS Education's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

9.2 Subject to clause 9.1, SIPS Education shall not be liable to the School, whether in contract, tort (including negligence), for breach of statutory



duty, or otherwise, arising under or in connection with any of the Contracts for Services for:

- (a) loss of agreements or contracts;
- (b) loss of or damage to goodwill;
- (c) loss of use or corruption of software, data or information;
- (d) any Indirect Loss;
- (e) any third party losses.

9.3 Subject to clause 9.1 and clause 9.2, SIPS Education's total liability to the School, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Conditions or the Contract for Services shall be limited to in respect of all claims (connected or unconnected) in any consecutive 12 (twelve) month period, the equivalent of the total charges payable by the School in that period for the Services under the relevant Contract for Services.

9.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract for Services.

## 10. Data protection

10.1 In so far as SIPS Education processes any Personal Data on behalf of the School, SIPS Education shall:

- (a) process the Personal Data only on behalf of the School, only for the purposes of performing the Contract for Services and only in accordance with instructions contained in the Contract for Services or received from the School from time to time;



(b) not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless required by law or any Government or regulatory body specifically authorised in writing by the School or reasonably necessary to enable SIPS Education to provide the Services;

(c) at all times comply with the provisions of the Seventh Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 and implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;

(d) provide the School with reasonable co-operation and assistance in relation to any complaint or request made in respect of any Personal Data;

10.2 The School acknowledges that SIPS Education is reliant on the School alone for direction as to the extent SIPS Education is entitled to use and process the Personal Data. Consequently the School indemnifies SIPS Education in circumstances where a Data Subject makes a claim or complaint with regards to SIPS Education actions to the extent that such actions directly result from instructions received or not received from the School.

## 11. Termination

11.1 Without affecting any other right or remedy available to it, either party may terminate all of the Contracts for Services or at the discretion of the party not in default, terminate the relevant Contract for Services only, with immediate effect by giving written notice to the other party if:

(a) the other party fails to pay any amount due on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;



(b) the other party commits a material breach of any other term of these Conditions or any relevant Contract for Services which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);

(g) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;



(h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

(j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1(c) to clause 11.1(i) (inclusive);

(k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

## **12. Termination of part only of the Services**

12.1 Any individual Contract for Services may be terminated in accordance with the provisions of that Contract for Services.

12.2 Termination of any individual Contract for Services will not affect these Conditions or any other Contract for Services which will continue in full force and effect.

## **13. Consequences of Termination**

13.1 On termination or expiry of each Contract for Services:

(a) the School shall immediately pay to SIPS Education all of SIPS Education's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, SIPS





Education may submit an invoice, which shall be payable immediately on receipt;

(b) the School shall, within a reasonable time, return all of SIPS Education's Equipment, Pre-existing Materials and Deliverables. If the School fails to do so, then SIPS Education may enter the School's premises and take possession of them. Until they have been returned or repossessed, the School shall be solely responsible for their safe keeping;

(c) the following clauses shall continue in force: clause 7 (Intellectual property rights), clause 8 (Confidentiality and SIPS Education's property), clause 9 (Limitation of liability), clause 13.1, clause 26 (Notices), clause 28 (Governing law and jurisdiction).

13.2 Termination or expiry of any Contract for Services shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

## 14. TUPE

14.1 In any contract resulting from the purchase of Services by the School from SIPS Education pursuant to this agreement or on the termination or expiry of this agreement or any of the Contract for Services, the School will indemnify SIPS Education and keep SIPS Education indemnified on demand against all liabilities, costs, claims, proceedings, fines, penalties, compensation, court or tribunal order, awards and demands (including legal costs and disbursements incurred by SIPS Education on a full indemnity basis) arising from any liability or obligation of SIPS Education in any way connected with or relating to the employment of any of the Schools' or SIPS Education' employees or the termination of such employment (including statutory obligations and contractual rights and obligations) which may be transferred pursuant to TUPE.



## 15. Force Majeure

15.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) 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;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident; and
- (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
- (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
- (i) interruption or failure of utility service.

15.2 Save in respect of the party's obligations under clause 6 (Charges and Payment) and provided it has complied with clause 15.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under a Contract for Service by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of the Contract



for Services or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

15.3 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

15.4 If the Force Majeure Event prevails for a continuous period of more than 3 months, either party may terminate this agreement by giving 30 days' written notice to the other party. On the expiry of this notice period, the relevant Contract for Services will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of the Contract for Services occurring prior to such termination.

## 16. Dispute Resolution Procedure

16.1 If a dispute arises out of or in connection with these Conditions, the Contract for Services or the performance, validity or enforceability of them ("Dispute") then the parties shall follow the procedure as set out in this clause:-

- (a) Either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("Dispute Notices") together with relevant supporting documents. On service of the Dispute Notice, the Service Manager of SIPS Education for the relevant Contract for Services and the nominated service contact of the School for the relevant Contract for Services shall attempt in good faith to resolve the Dispute;



(b) If the Service Manager of SIPS Education and the nominated service contact of the School are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Chief Executive of SIPS Education and the Head Teacher of the School who shall attempt in good faith to resolve it; and

(c) If the Chief Executive of SIPS Education and the Head Teacher of the School are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing ("ADR Notice") to the other party to the Dispute, requesting a mediation. A copy of the ADR Notice should be sent to CEDR Solve. The mediation will start not later than 60 days after the date of the ADR Notice.

16.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 29 which shall apply at all times.

16.3 If the Dispute is not resolved within 60 days after the service of the ADR Notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 60 days or the mediation terminates before the expiration of the said period of 60 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 29 in these Conditions.

## 17. Variation

Subject to clause 5, no variation of these Conditions or the Contract for Services shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## 18. Waiver



No failure or delay by a party to exercise any right or remedy provided under these Conditions, the Contract for Services or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **19. Rights and Remedies**

Except as expressly provided in these Conditions or the Contracts for Services, the rights and remedies provided under these Conditions or the Contracts for Services are in addition to, and not exclusive of, any rights or remedies provided by law.

## **20. Severance**

20.1 If any provision or part-provision of these Conditions or the Contracts for Services is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Conditions or the Contract for Services.

20.2 If any provision or part-provision of the Contract for Services is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **21. Entire agreement**



21.1 These Conditions and the Contracts for Services constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

21.3 Nothing in this clause shall limit or exclude any liability for fraud.

## **22. Conflict**

If there is an inconsistency between any of the provisions in these Conditions and the Contract for Services, the provisions in the Contract for Services shall prevail.

## **23. Assignment and other dealings**

23.1 Each Contract for Services is personal to the School and the School shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract for Services.

23.2 SIPS Education may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under the Contract for Services, provided that SIPS Education gives written notice to the School.

## **24. No Partnership or Agency**



24.1 Nothing in the Contracts for Services is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

24.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## **25. Third Party Rights**

No one other than a party to the Contract for Services, their successors and permitted assignees, shall have any right to enforce any of its terms.

## **26. Notices**

26.1 A notice given to a party under or in connection with the Contract for Services:

- (a) shall be in writing and in English;
- (b) shall be signed by or on behalf of the party giving it;
- (c) shall be sent to the party for the attention of the contact and at the address listed in the relevant Contract for Services;
- (d) may be sent by a method listed in clause 26.3; and
- (e) is deemed received as set out in clause 26.3 if prepared and sent in accordance with this clause.

26.2 The parties' addresses and contacts are as set out in each of the relevant Contract for Services.

26.3 This table sets out:



(a) delivery methods for sending a notice to a party under the Contract for Services; and

(b) for each delivery method, the corresponding delivery date and time when delivery of the notice is deemed to have taken place provided that all other requirements in this clause have been satisfied.

Delivery method	Deemed delivery date and time
Delivery by hand.	On signature of a delivery receipt or at the time the notice is left at the address.
Pre-paid first class recorded delivery post or other next working day delivery service providing proof of postage.	9.00 am on the second Business Day after posting.
Fax or email.	At the time of transmission.

26.4 For the purpose of clause 26.3 and calculating deemed receipt if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.

26.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 27. Counterparts

27.1 The Contract for Services may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.





## 28. Governing Law

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

## 29. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract for Services or its subject matter or formation (including non-contractual disputes or claims).