

Terms & Conditions



PURPOSE OF THIS STATEMENT

This statement explains:-

1. The services that S4S (Services 4 Schools) can provide to your School/Academy/Trust.
2. Who we are and what we do.
3. What you can expect from us in delivering any of the services to your School / Academy.
4. What we will need from you in order to deliver those services effectively to meet your expectations.
5. The other terms and conditions that apply generally to the provision of services.

ABOUT US

S4S (Services 4 Schools) provides professional and high quality business support services enabling schools and academies to operate with excellence and efficiency.

HOW TO ORDER SERVICES FROM US

To sign up for any of our services you should complete, sign and return an order form to busdev@services4schools.org.uk or by post to S4S, Waterloo House, 4 Waterloo Road, Wolverhampton, WV1 4BL. Your completed order form constitutes a contract between us for the provision of services from 1st April to 31st March, unless agreed otherwise. Ad-hoc Support and Training requests should be directed through relevant service areas and on-line booking sites.

The terms and conditions set out below shall form part of the agreement between us to the extent that they are not dis-applied or changed by the express terms of the service agreement.

THE SERVICE SUPPLY TERMS

1. How and when we provide the services

- With all reasonable care and skill and in a professional manner.
- To the standards you expect.
- In accordance with all applicable legal and regulatory requirements and any specific requirements contained within the service order.
- In a timely manner, using all reasonable efforts to perform them by any date/dates agreed with you (in respect of which time shall not be of the essence unless expressly agreed otherwise in writing between us) for the price/prices that we agree for the term signed in to.

2. What we need from you

- You acknowledge that our ability to provide the services to the service standards will depend upon the quality, accuracy and completeness of the information that we receive from you, and when we receive it. Accordingly, you agree that you will:-
- In a timely manner provide or allow us all necessary access to all such information, data, co-operation and facilities as we may reasonably require in order to provide any of the selected services to the standards laid out and where applicable, evidence of the consent of any third party to the disclosure and use of any such information or data.
- Provide all such co-operation and access to personnel records, information and other necessary items as we may reasonably require.
- Indemnify us from and against any costs, claims, liabilities, proceedings, or other adverse consequences that we may suffer or incur as a result of using any incorrect or incomplete, data or information that you may have provided to us, or from us using information or data that you did not have the necessary authority to use or disclose to us.

3. What you pay and when

- The prices for services shall be set out in the pricing schedule and are exclusive unless agreed otherwise. Prices for additional services are available upon request.
- Unless agreed otherwise, payments for services are due a) annually in advance for key service delivery b) termly for additional service add-ons /time used throughout the main service agreement c) upon receipt of ad hoc services / training d) monthly in advance for core service delivery (applies to Academies only)
- Interest is payable on the amount of any service contract payment that is overdue at the rate of four per cent above the base rate from when the payment should have been made up to the time when payment has been made. This applies to whatever payment terms are in place.
- All prices are exclusive of VAT. VAT is charged at the current rate.

4. Termination & Cancellation

A service agreement may be terminated in the following ways.

- By either of us, in writing, if the other is in breach of their obligations under that service agreement in any material respect and if the said breach has not been rectified (if possible) within ten working days of receiving written notice of it. Termination will apply from the date written notice of such is received.
- By either of us if the other enters in to liquidation, whether compulsorily or voluntarily, but not if the liquidation is for the purposes of amalgamation or reconstruction that is carried out expeditiously.
- After the first 12 months of service, by either of us giving written notice of termination to the other, of not less than 1 term for contracts up to £50,000, or not less than 2 terms for contracts above £50,000. Upon receipt of such notice from you, you will pay to us on demand and indemnify us against all amounts that we are obliged to pay others in relation to the provision of services for the remainder of the terminated service agreement.
- By either of us for ad-hoc services which cannot be delivered or are no longer required, giving as much notice as possible. Please note cancellation charges may apply in some cases.

The termination of a service agreement will not affect the rights or claims of either of us against the other which arose out of that agreement before it was terminated.

Notice is requested by 31st January (for financial year buy-back), or 30th June (for Academic Year buy-back) where purchased services are not being renewed in the following buy-back cycle.

5. Limitation on Liability

Our liability to you for death or personal injury, arising from our act or default, is not limited or excluded in any way.

Subject to the above, you agree that we will not be liable to you for:

- Loss of profits, revenue or goodwill or any type of consequential indirect or special loss or damage.
- Direct loss or damage (including loss or damage which is reasonably foreseeable or a natural occurrence) which is attributable to any matter beyond your direct control that arises from any breach of our contractual obligations to you or from our negligence.

To the extent that we may be liable to for breach of contract or in negligence, or for any other reason, you agree that:-

- Our maximum total liability to you in respect of each claim for a breach of contract negligence or otherwise shall in respect of each claim be limited to an amount equivalent to the lower of our charges for the provision of the services which gave rise to the claim or the amount of the professional indemnity insurance that we may from time to time have in respect of such claim.

6. Confidentiality

If, in connection with the provision of any of our services, we receive from you information or data that-

- Is expressed to be confidential or
- Could reasonably be considered to be confidential

Then we will only disclose such confidential information:-

- In confidence to our employees, consultants, contractors and to such other persons as may need to know for the purposes only of the performance of the services;
- Otherwise only to the extent that we are legally obliged to disclose it to others.

Our confidentiality obligations shall not apply to confidential information that-

- Is or becomes within the public domain
- We are required by law to make disclosure of

7. Data Protection

We will comply as required with legislation relating to data protection and information governance in the course of providing services to you.

If you disclose personal data to us in connection with any services we are providing as part of this contract, we will only process that data in accordance with the purposes you define, unless we are required to do so by legal obligation, or where it is necessary for either party to comply with other statutory regulation. We will maintain appropriate technical and organisational measures to prevent, where possible, the risk of unauthorised or unlawful processing of any personal data you have provided to us.

We will only disclose personal data you have shared with us to third parties if you instruct us to do so, if it is required as part of the data processing arrangements of our contract e.g. (pension providers, payroll partners, occupational health providers, trade unions, government organisations, future employers), or where we are required to do so by legal obligation. Where disclosure is required, we are responsible for notifying data subjects that this will occur and seeking appropriate consent where necessary.

We will liaise with, and support, your nominated Data Protection Officer as required in upholding the rights of individuals as defined under the Data Protection Act 2018 (UKGDPR)

The full conditions for processing personal data on your behalf will be detailed as part of an information processing agreement between both parties.

8. Indemnity

If any person shall take action against us on the grounds that our use of any information or data that you provided to us constitutes an infringement of their industrial or intellectual property or other rights then you will indemnify and keep us indemnified from and against all costs, liabilities and expenses suffered or incurred by us in connection with any such claim but subject to us:-

- Notifying you in writing of such claim within 28 days of the same coming to our attention giving such details of the claim as are then available or capable of being ascertained upon reasonable enquiry.
- Giving you full control of any proceedings or negotiations in connection with any such claim.
- Giving you reasonable assistance in connection with any such proceedings or negotiations.
- Not paying or accepting any claim or compromising or settling any proceedings without your prior written consent.
- Taking such steps as you may reasonably require to mitigate or reduce any loss, liability, damages or costs, or other consequences, for which you may be liable under this indemnity.

9. Dispute Resolution

If there shall be any dispute or disagreement between us arising from a

service agreement which cannot be resolved within twenty one days of you having notified us in writing of the dispute or disagreement then the following provisions will apply:-

- The dispute or disagreement shall first be referred to in a meeting called by either party at which we will each use reasonable endeavours to resolve the dispute or disagreement.
- If no meeting is held or; if any such meeting fails to resolve the dispute or disagreement then we will both use all reasonable endeavours to agree upon a procedure for resolving the dispute or disagreement in question and, in that respect, either of us may seek the assistance of the Centre for Effective Dispute Resolution or any other similar body as we may agree. We each agree to follow the advice given by such a body and to implement any dispute resolution procedure which they may propose.

The above mentioned procedures will not affect the rights of either of us to pursue the dispute or disagreement by any other legitimate means.

10. Other Terms

A service agreement shall be governed by English Law and shall be subject to the non-exclusive jurisdiction of English courts of law.

All notices or communications sent in relation to a service agreement must be in writing and must be sent to the recipient at their address set out in the service agreement or otherwise notified to the sender for that purpose, and addressed to a director or the secretary in the case of a limited company. Any such notices or communications may be served:-

- By hand delivery. If it can be proved that delivery was made then any such notice or communication shall be deemed to have been served at the time of delivery;
- By first class post. All first class post shall be recorded on the date it leaves S4S and shall be deemed to have been served two working days following the day of sending by post.
- For the purposes of the Contracts (Rights of Third Parties) Act 1999 no one other than the parties to a service agreement shall have the benefit of, or have the right to enforce the terms of that service agreement.

Any industrial or intellectual property rights that may arise (or which may be created by following any appropriate registration procedure) from the performance by us of the services, shall belong to S4S to the extent that they relate to or could reasonably be applied to the provision of services by S4S.

11. Exclusivity

During any period where there is a service agreement between us for the provision of services, you will not-

- Appoint any other person or persons to perform those services in addition to us
- Perform those services yourself
- Allow any other person or persons to perform those services in addition to us.

12. Employment of Staff

If the School/Trust/Academy employs (whether under a contract for services, as a consultant or on any other basis – see below) any individual who has been employed by S4S during the period of this service agreement or for a period of 12 months after termination of this service agreement it shall pay to S4S upon demand the sum of 20% of that individual's final salary at S4S.

The fee shall be payable to S4S by the School/Trust/Academy if the employment of the individual is made directly or indirectly (for example where an individual provides services through a limited company) and if the relationship is any commercial relationship, which includes but is not limited to, part-time or full-time and whether under a contract for services, or under an agency, licensee, franchise, commission only, partnership agreement or otherwise.

