

1. TERMS & CONDITIONS

- a. **What these terms cover.** These are the terms and conditions which govern the services and support we provide to service users and organisations with whom we partner to deliver services to those accessing the Julian Teaching School Hub (“member services”).
- b. **Partner Services.** Services to partner schools may form part of a core support package (“core services”) or be delivered as one-off services on a traded basis (“traded services”).
- c. **Brokered Services.** These terms and conditions will also apply to any services and support either provided to us by partner schools or other educational establishments for the benefit of service users which may then form part of services and support we provide (“supplemental services”) or where services and support are provided directly to service users by partner schools or other educational establishments either at our request or under our supervision (“brokered services”). Further details may be found against related individual programmes as listed on our website (thejulian-tsh.org.uk).
- d. **Our Services.** References to “Services” in these terms and conditions refers to all types of services i.e. including partner services, supplemental services and brokered services. References to “we” and “us” in these terms and conditions refer to St John the Baptist Catholic Multi Academy Trust, which has been approved to operate the Julian Teaching School Hub and includes any school for which the Trust is responsible and any subsidiary established by the Trust for the purposes of delivering Services.
- e. **Why you should read these Terms & Conditions.** Please read these terms carefully before you agree to them. These terms tell you who we are, how we will provide Services and support to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake relating to any service or support you receive from us, please contact us immediately to discuss so that we can resolve any issues promptly.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- a. **Who we are.** We are St John the Baptist Catholic Multi Academy Trust, an academy trust company and the provider approved by the Department for Education to deliver teacher training and other services and support in East of England area 4 (EE4). Our company number is 07913261 and our registered office is at Notre Dame High School Norwich, Surrey Street, Norwich, NR1 3PB.
- b. **How to contact us.** You can contact us by telephoning us on 01603 753767, emailing us at julian-tsh@ndhs.org.uk or by writing to us at the address above.
- c. **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to/emailing you using the contact details provided to us on the registration/order form (henceforth referring to as ‘order form’) for the service(s) in question. Please ensure these details are correct and notify us by email of any changes. Anything required to be in writing will be deemed to be effective if sent by email to the email address which you have provided us with.

3. OUR CONTRACT WITH YOU

- a. **Offer and acceptance.** The Services we have agreed to provide to you (or receive from you) are set out in the order form and programme-specific Memorandum of Understanding (MoU) or Service Level Agreement (SLA), as appropriate to each service. These vary by services and may include the payment of programme fees by you or to you, services and support to be provided by you to us or vice versa. Your right to receive Services is dependent on payment of any related fees or provision of reciprocation in accordance with clause 5 below. [Any additional Traded Services commissioned by you from us will be agreed with you and confirmed in writing in accordance with clause 4].
- b. **Duty of care.** We will perform our obligations under this contract with the degree of skill, care, diligence, efficiency and economy which would reasonably and ordinarily be expected of skilled and experienced professionals in their relevant field in the same or similar circumstances.

In performing our obligations, we will comply with all applicable laws and guidance.

- c. Insurance.** We will maintain appropriate public liability and professional indemnity insurance, details of which can be requested from us in writing or by email.
- d. Limitation of liability.** If you consider that we are in breach of this contract, or the Services are not as described or of satisfactory quality, you may ask us to compensate you. The maximum compensation we will be obliged to pay you will be a refund of the total amount paid to us by you for the current academic year (or for the value of any reciprocal services). We do not exclude or limit our liability to you in any way where it would be unlawful to do so.
- e. Working within agreed deadlines.** We will endeavour to provide the Services within agreed timescales. Where you have indicated that time is of the essence, we will agree and confirm appropriate deadlines with you. If our ability to provide the Services is delayed by an event outside our control, then we will contact you as soon as possible (and in any event within 14 days of us being made aware of that event) to let you know and we will take reasonable steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay which materially affects the provision of the Services you may contact us in writing to end the contract in accordance with clause 4.

4. CHANGES, ADDITIONAL SERVICES AND TERMINATION

- a. Right to make minor changes.** If you wish to make a minor change to the way in which Services are provided to you, or you would like to request additional services beyond those which are provided under the Core Services, please contact us. We will do our utmost to accommodate your request. If a change incurs an additional cost to us, we will notify you of this and discuss if and how you wish to proceed.
- b. Adjustments to the Services that we may make.** It may be necessary for us to make changes to the Services to reflect changes in relevant laws, guidance and

regulatory requirements. Any such necessary changes to the Services will be made as soon as possible and may be during the course of the current academic year. If it is apparent from feedback from other partner schools that changes to the Services will improve the level of service and support you receive, we will implement those changes without any need to obtain your consent.

- c. Traded Services.** We offer a range of additional service packages which may be purchased by both partner schools and other schools ("Traded Services"). The details of our Traded Services and applicable rates are set out on our website. Any agreement to purchase Traded Services will be subject to these terms and conditions.
- d. Right to end the contract.** This will be specified in programme-specific MoUs or SLAs exchanged between parties.
- e. Term and termination of Agreement.** Terms will be specific to individual Services and set out in separate MoUs or SLAs. We may terminate such Agreements at any time, without liability to you whatsoever, serving 30 days' written notice to you where any funding for the provision of the services concerned is withdrawn, reallocated or no longer available in such a way that in our opinion, the Service(s) can no longer reasonably continue. We shall be entitled to terminate this Agreement with immediate effect if:
 - You breach your obligations or commitments under this Agreement or Service-specific MoUs / SLAs, and are incapable of remedy or where the failure is capable of remedy, fail to take such remedial action requested by us within such reasonable time as we shall specify to you in writing; or
 - on an ongoing basis, in our reasonable opinion, you do not provide an adequate level of support to a Participant or fails to allow a Participant to attend training for the relevant Programme and events required as part of the Programme.

Upon termination of this Agreement for any reason you agree to promptly return all our and our delivery partners' Intellectual Property Rights and Confidential Information and no longer use the same.

We will seek to resolve any issues relating to the provision of our Services (including Traded Services) in a satisfactory manner, and any complaints should be brought to our attention in accordance with our Complaints Policy to facilitate effective resolution. If either you or we materially breach any of the terms of this Agreement and such breach is not satisfactorily resolved within 30 days of receipt of a written notice specifying the breach, the other party may end this contract without liability immediately by giving us notice in writing. Any dispute that cannot be resolved by us informally may be referred by either party to the Secretary of State for Education who will be invited to nominate a person of appropriate qualification and experience to act as an expert, whose determination will be binding on the parties.

f. Notice. Any notice required to be given pursuant to these terms and conditions will be served by email to the email address you have provided to us at the point of agreement for the provision of Services or in our case to julian-tsh@ndhs.org.uk and shall be deemed delivered upon generation of a receipt notice by the recipient's server, or if such notice is not generated, upon delivery to the recipient's server.

g. Consequences of termination. The expiry or termination of this contract shall be without prejudice to the rights and liabilities of you or us which have accrued and been incurred prior to the date of termination. On expiry or termination of this contract we will immediately cease providing the Services, and (subject to prior receipt of an invoice as applicable) you will make immediate payment of all sums due and payable up to the date of termination or expiry of this contract. Any sums you have paid which relate to any date falling after the date of termination will be reimbursed to you.

h. Deferral by Participants in Service-related training programmes. Where agreed Services include training

programmes, in the event of circumstances outside of a programme Participant's control, we may agree with you and with the relevant Participant a deferral of participation in the applicable Programme.

Such circumstances may include (with our agreement) parental leave, serious unforeseen illness, serious immediate family-related issues, periods of long-term sickness, caring responsibilities, or changes of Position or Partner organisation where the Participant is no longer employed in a suitable Position.

We are under no obligation to agree a deferral or reimbursement under any circumstances. It is entirely at our discretion whether a deferral may be granted.

The specific arrangements of any deferral will be agreed on an individual basis with the Participant and you, and covered under a new contract which will supersede this Agreement.

i. Withdrawal by Participants from Service-related training programmes.

You acknowledge and accept that we may remove a Participant from a Programme immediately if at any time during the Programme:

- that Participant fails to comply with any of its obligations or commitments under the Participant Handbook and, if such failure is capable of remedy in our opinion, fails to take any remedial action requested by us within such reasonable time as we shall specify to the Participant in writing;
- the Participant has a substantial change of role or Position or a period of extended leave, that, in our view (such view to be substantiated by written notice to the Participant) may impede the Participant's ability to benefit from the relevant Programme;
- any information provided by the Participant on its Programme application form or at any time during the Programme selection process is found to be false or inaccurate or incomplete;

- the Participant is facing any disciplinary action by you that brings us or the Programme(s) into disrepute;
- the Participant commits any criminal offence under English Law or in the Delivery Partner's opinion acts in a dishonest or unprofessional fashion or brings the organisation or the Programme into disrepute;
- the Participant does not achieve the requisite standard on assessments or evaluation and, where that failure is capable of remedy, fails to take any remedial action requested by us within such reasonable time as we shall specify to the Participant in writing;
- the Participant ceases to be employed you during the Programme;
- the Participant is dismissed for any reason or is removed or barred by any third-party training provided involved in the delivery of a Programme; or
- Our funding for that Programme from time to time is for any reason withdrawn or reduced (whether or not the Programme itself actually continues).

In the event that we have to consider removing you or a specific Participant from a Programme, we shall:

- contact you immediately; and
- in relation to the removal of a specific Participant, keep you of the process and the outcomes of the disciplinary action.

If a Participant is removed from a Programme (and no other Participants on that Programme are employed by you), then upon such removal, our arrangement with you in relation to that Programme will end. The Parties acknowledge that the Agreement will continue in force and effect in relation to any of your other Participants who have not had their participation

terminated and in relation to any other Programmes under this Agreement.

Any Partner or specific Participant removed from a Programme cannot use the term "the Julian Teaching School Hub" in relation to that Programme on any curriculum vitae or in applying for any subsequent roles.

5. PAYMENT OF COSTS

- Cost of the Services.** Our service-specific order forms and/or website sets out the Services Fee which covers the provision of the Services you have agreed to receive. Our Services Fees are exclusive of VAT, which may be charged in addition at the prevailing rate.
- Invoice.** For any fees due, we will communicate an invoicing schedule to you. You must pay invoices within 30 calendar days [in term time (being the term dates applicable to the Note Dame High School, Norwich)] and we shall be entitled to charge interest on the overdue sum at the rate of 4% above the base lending rate of Lloyds Bank PLC (from time to time in force) per annum if we do not have cleared funds from you in our account within 30 days from the date of the invoice. Interest on the overdue amount will accrue on a daily basis until payment is made. If you think an invoice is wrong, please contact us immediately.
- Traded Services.** Invoices for Traded Services will be raised at the point of purchase of such services. Payment of these invoices is required in accordance with clause 5(b).

6. INTELLECTUAL PROPERTY

We and our licensors shall retain ownership of all Intellectual Property Rights in the Programmes and Programme Materials relating to Services agreed.

You agree to take all reasonable steps to irrevocably, unconditionally and absolutely assign the ownership of any Intellectual Property Rights in our Programmes or Programme Materials, found to be held by you, to us (or as we direct) and shall until such assignment has been completed, hold all such

Intellectual Property Rights on trust for us (or as we direct).

We grant you, or shall procure the direct grant to you of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to use the Intellectual Property Rights within our Programmes and Programme Materials for the purpose of your Participants completing the Programme during the term of the Agreement (such licence to automatically terminate on termination of this Agreement).

You agree:

- not to use any of the Intellectual Property Rights held in the Programmes or Programme Materials other than in accordance with the terms of this Agreement without our prior knowledge and written consent and its express instructions (including not copying any of the content of the Programmes for use outside of the Programmes);
- not to attempt to register any of our Intellectual Property Rights unless requested to do so by us;
- to give all necessary assistance to us to enable us to enforce our Intellectual Property Rights against third parties, to defend claims for infringement of third party Intellectual Property Rights and to apply for registration of any Intellectual Property Rights held by us where appropriate throughout the world and for the full term of such rights; and
- not to do or permit to be done anything which might prejudice the value and integrity of our Intellectual Property Rights, bring our reputation into disrepute, or cause us to breach the Intellectual Property Rights of any third party.

The obligations in this clause shall not be affected by the expiry or termination of this Agreement.

- 7. Discrimination.** You shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or any statutory modification or re-enactment

thereof or any other law relating to discrimination in employment.

- 8. Dispute Resolution Procedure.** If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (Dispute) then except as expressly provided in this Agreement, the parties shall follow the procedure set out in this clause:

- either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Contract Managers shall attempt in good faith to resolve the Dispute;
- if the Contract Managers are for any reason unable to resolve the Dispute within 14 days of service of the Dispute Notice, the Dispute shall be referred to the Chief Executives of each party who shall attempt in good faith to resolve it; and
- if the Chief Executives of each party are for any reason unable to resolve the Dispute within 14 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 30 days after the date of the ADR notice.

No party may commence any court or arbitration proceedings this clause in relation to the whole or part of the Dispute until 45 days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.

If the Dispute is not resolved within 5 days of mediation or the mediation terminates

before the expiration of the said period of 5 days, the Dispute may be finalised through the courts or arbitration proceedings.

9. Variation and Waiver. No variation to this Agreement shall be effective unless it is in writing and signed by our Chief Executive.

We shall have the right to amend or vary the content of this Agreement upon reasonable notice to you.

If applicable to a Service you have registered for with us, should you subsequently wish to amend the number of related training programme Participants, you must submit a written request to us for our approval.

A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of any such right or remedy.

Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

10. PERSONAL DATA AND APPLICABLE LAW

a. Personal information. In this section, “Data Protection Legislation” means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018. “Personal Data” and “Data Subject Access Request” have

the meaning given in the Data Protection Legislation. In providing Services to you (or receiving supplemental services), we will collect Personal Data of your staff. We do this only because it is a necessary part of being able to provide the Services to which this contract relates. We will not share this Personal Data except with our advisers, sub-contractors and consultants (where it is necessary to do so) or with third parties in connection with supplemental services and brokered services, unless required to do so by law. In paying the Services Fee and/or commissioning Traded Services or Brokered Services from us you confirm that you have all the necessary and appropriate consents and notices in place to enable lawful transfer of the Personal Data to us.

b. GDPR. We will (a) implement appropriate technical, security and organisational measures to protect Personal Data against accidental loss, destruction, damage, alteration or disclosure; (b) keep records of data processing; (c) keep Personal Data connected to you separate from that related to other members; (d) ensure that our personnel and sub-contractors are subject to a duty of confidentiality, have undergone adequate training in the use, care, protection and handling of Personal Data and ensure that appropriate pre-recruitment checks on any such persons have been undertaken including, where appropriate, Disclosure and Barring Service checks; (e) not transfer Personal Data out of the EEA; (f) notify you of any Data Subject Access Request; (g) notify you of any unauthorised access to Personal Data held by us including any Personal Data Breach; and (h) provide reasonable assistance if you are carrying out a data protection assessment or audit.

c. Personal Contract. This contract cannot be assigned by you to any third party and no third party has any rights under this contract.

d. English Law. This contract is governed by and construed in accordance with the laws of England and Wales. Any dispute arising out of or in connection with this contract shall be subject to the exclusive jurisdiction of the Courts of England and Wales. Each term of this contract will be construed independently.