

## INJ Associates Ltd Standard Terms and Conditions of Service

These Terms are for “in-person”, remote (webinar) training and consultancy work only; please see our [Terms and Conditions of Purchase: Online](#) for our terms for any online courses or tools, including the Great Teaching Toolkit.

### 1. Interpretation

#### 1.1. Definitions

(a) In these Conditions the following expressions shall have the following meanings:

“**Agreement**” means these Conditions, the Letter of Agreement and any annexes, schedules, or appendices attached thereto, which are incorporated into the Agreement;

“**Background IP**” means Intellectual Property Rights, excluding any Foreground IP, controlled or owned by a party which are made available to another party in connection with the Services and which are already in existence prior to the start of the Service Period or which come into existence after the start of the Service Period but are developed independently of the Services;

“**Conditions**” means these standard terms and conditions of service as amended from time to time in accordance with clause 15 (*Miscellaneous*);

“**Foreground IP**” means any Intellectual Property Rights arising from and developed in the course of the Services by the Consultant;

“**Intellectual Property Right**” means any patent, registered design, copyright, database right, design right, trade mark, application to register any of the aforementioned rights, trade secret, right in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world;

“**Order**” means the Client's order for Services as set out in the Letter of Agreement; and

“**Supplier**” means INJ Associates Ltd registered in England and Wales with company number 07824913.

(b) Capitalised terms used but not defined in these Conditions shall have the meanings given to them in the Letter of Agreement.

#### 1.2. Construction

In these Conditions, the following rules apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

- (e) a reference to writing or written includes faxes and e-mails.

## 2. Basis of the Agreement

- 2.1. The Order constitutes an offer by the Client to purchase Services in accordance with these Conditions.
- 2.2. The Agreement constitutes the entire agreement between the parties and supersedes all prior agreements between them relating to the subject matter of the Agreement. The Client acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.3. Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4. These Conditions apply to the Agreement to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

## 3. Scope of the Services

- 3.1. The Supplier will provide the Services for the Duration during the Service Period as set forth in Annex 1 (*The Services*) to the Letter of Agreement.
- 3.2. The Supplier shall take all reasonable steps to ensure that the Services will be performed with skill, care, and diligence in accordance with applicable professional standards, and that the Consultant will comply with all applicable health and safety standards in the provision of the Services.
- 3.3. The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Client in any such event.

## 4. Client's obligations

- 4.1. The Client shall:
  - (a) ensure that the terms of the Order are complete and accurate;
  - (b) co-operate with the Supplier in all matters relating to the Services;
  - (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by the Supplier;
  - (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
  - (e) prepare the Client's premises for the supply of the Services;
  - (f) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start; and
  - (g) keep and maintain all materials, equipment, documents and other property of the Supplier ("**Supplier Materials**") at the Client's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the

Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.

- 4.2. If the Supplier's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (a "**Client Default**"):
- (a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays the Supplier's performance of any of its obligations;
  - (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and
  - (c) the Client shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Client Default.

## 5. Payment

- 5.1. The Client agrees to pay the Agreement Price to the Supplier in accordance with any applicable payment schedule specified in the Letter of Agreement.
- 5.2. The Supplier shall be entitled to charge an overtime rate of 150 per cent of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in Annex 1 (*The Services*) to the Letter of Agreement.
- 5.3. The Supplier shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 5.3.1. For any engagement involving flights and airports, in order to reduce admin and costs for the Client, the Supplier shall charge a flat-rate Airport Subsistence Charge of £15 per one-way journey.
  - 5.3.2. In order to provide the Client with cheaper rail travel where possible, the Supplier reserves the right to purchase railcards for any eligible staff. This entails a saving of up to 50% on certain routes, and where this discount has been used to save on the cost of rail tickets, a Railcard Charge of £5 shall be levied.
  - 5.3.3. For any engagement involving travel of longer than three hours one-way, the Supplier shall be entitled to seek booking of Business Class or equivalent air travel, or First Class rail travel, in order to ensure the best preparation possible for delivery of any training, workshop, consultancy or session.
- 5.4. The Supplier shall invoice the Client either on completion of the Services or monthly in arrears.
- 5.5. The Client shall pay each invoice submitted by the Supplier:
- (a) within 30 days of the date of the invoice; and
  - (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and
- time for payment shall be of the essence of the Contract.

- 5.6. All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Client, the Client shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.7. If the Client fails to make any payment due to the Supplier under the Contract within 14 days of the due date for payment, then the Client shall pay interest and late payment collection fees on the overdue amount at the rates set out in The Late Payment of Commercial Debts Act 1998. The Client shall pay the interest together with the overdue amount.
- 5.8. The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by the Supplier to the Client.

## 6. Confidentiality

A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 6 (*Confidentiality*) shall survive termination of the Agreement.

## 7. Intellectual Property

- 7.1. All Background IP is and shall remain the exclusive property of the party owning it (or, where applicable, the third party from whom its right to use the Background IP has been derived) as of the start of the Service Period. No party will make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any Background IP of the other party except under the terms of the Agreement and each party acknowledges that nothing contained in the Agreement shall give it any such right, title or interest.
- 7.2. All Foreground IP arising from the Services, whether or not solely produced by the Supplier shall belong absolutely to the Client, as shall the right to apply for and obtain relevant intellectual property rights and protection in relation thereto. The Client hereby grants to the Supplier a non-exclusive, royalty-free, fully paid-up, perpetual right and licence to use the Foreground IP for those purposes contemplated in Annex 1 (*The Services*) to the Letter of Agreement.

## 8. Restrictions

Nothing in the Agreement shall prevent or restrict the Supplier or its employees (including without limitation the Consultant) from providing services of any kind to any other person or becoming or continuing to be a director, employee, agent, consultant or partner of, or holding other offices or positions with, any other person or from undertaking or being engaged, concerned or interested in or continuing to undertake or be engaged, concerned or interested in (whether directly or indirectly and whether during or at any time after the expiry or termination of the Agreement) any other business.

## 9. Liability

- 9.1. The following sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of the Consultant, other agents or subcontractors) to the Client in respect of any breach by the Supplier of the Agreement; non or incomplete performance or contemplated performance by the Supplier of the Agreement; negligence for which the Supplier

is liable; and any representation or statement by the Supplier arising under or in connection with the Agreement or by or on behalf of the Supplier.

9.2. The aggregate liability of the Supplier to the Client for any:

- (a) breach;
- (b) negligence; and/or
- (c) liability arising in any other way out of the subject matter of the Agreement or the performance of the Services; will not exceed in total the amounts actually received by the Supplier from Client in connection with the Services.

9.3. All warranties, conditions or other terms whether express or implied by statute, common law, trade usage or otherwise are excluded to the fullest extent permitted by law.

9.4. The Supplier shall in no circumstances be liable to the Client for: any loss of profits, loss of business or production, depletion of goodwill, loss of or corruption to data; and/or any indirect loss.

9.5. The Supplier will in no event be liable for: any statement or representation about the Client, its business, products or services made or communicated in or by any item, material or work approved by the Client; and/or any liability arising from or in connection with any goods, materials, property or information of or provided or approved by the Client.

9.6. The Client will fully indemnify the Supplier from and against any and all liabilities the Supplier may incur arising from or in connection with: breach of the Agreement by the Client; the Supplier's use or possession of any goods, materials, property or information provided by the Client; and any claim, action or proceedings by any third party in connection with the Services.

9.7. For clarity, nothing in the Agreement limits or excludes either party's liability for:

- (a) death or personal injury caused by such party's negligence; or
- (b) any fraud or for any sort of liability that, by law, cannot be limited or excluded.

9.8. The provisions of this clause 9 shall survive expiry or termination of the Agreement.

## 10. Termination

10.1. The Agreement shall commence as of commencement of the Service Period and shall continue until the end of the Service Period unless earlier terminated in accordance with this clause 10.

10.2. Without prejudice to any remedy it may have against the Supplier for breach or non-performance of any provision of the Agreement, the Client may by written notice to the Supplier terminate the Agreement with immediate effect if:

- (a) the Supplier commits any material breach of any of the provisions of the Agreement (and, in the case of a breach capable of remedy, shall not have remedied that breach within twenty eight (28) days of receipt of a notice from the Client specifying the breach and requiring its remedy);
- (b) the Supplier fails to perform the Services to standards reasonably required by the Client;
- (c) any order shall be made or a resolution passed for the liquidation, winding-up or dissolution of the Supplier (otherwise than for the purpose of reconstruction or amalgamation); or

- (d) a receiver, manager or administrative receiver is appointed over the Supplier or any of its assets or any person takes any step to appoint an administrator of the Supplier.

10.3. The Supplier may terminate the Agreement immediately by notice in writing in the event that the Client shall have committed a material breach of the Agreement which, in the case of a breach capable of remedy shall not have been remedied within twenty eight (28) days of the receipt of a notice by the Supplier specifying the breach and requiring its remedy or if a liquidator, administrator, administrative receiver, receiver or trustee in bankruptcy is appointed over any of the property or assets of the Client.

10.4. The Agreement may be terminated at any time by mutual agreement of both parties. Said agreement shall be made in writing and signed by both parties.

## 11. Cancellation policy

Signing an agreement, alongside these Terms and Conditions, forms a binding contract between the Client and Consultant, and as such, the Consultant will proceed to book travel, if appropriate.

- In the event of cancellation **more than two months** prior to the start of the Delivery Period; the Consultant has the right to charge to the Client the full cost of travel, where already booked, and 25% of the agreed price;
- Where the event is cancelled **between one and two months** prior to the date, the Consultant has the right to charge the full cost of travel, where already booked, and 50% of the agreed price;
- Where the event is cancelled **within one month** of the date, the Consultant has the right to charge the full agreed price, plus travel costs, where already booked.

## 12. Consequences of Termination

12.1. On termination of the Agreement for any reason:

- (a) the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Client immediately on receipt;
- (b) the Client shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Client fails to do so, then the Supplier may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Agreement;
- (c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (d) clauses which expressly or by implication survive termination shall continue in full force and effect.

12.2. In the event of the termination of the Agreement pursuant to sub-clauses 10.2, 10.3 or 10.4 above, the Client will only be liable to the Supplier in respect of fees and expenses incurred for the Services provided up to the date of termination.

## 13. Force Majeure

13.1. For the purposes of the Agreement, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, pandemic, war, riot, civil commotion,

malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

13.2. The Supplier shall not be liable to the Client as a result of any delay or failure to perform its obligations under the Agreement as a result of a Force Majeure Event.

13.3. If the Force Majeure Event prevents the Supplier from providing any of the Services for more than ten (10) weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate the Agreement immediately by giving written notice to the Client.

#### 14. No partnership or agency

The Supplier's relationship with the Client is that of an independent contractor, and nothing in the Agreement is intended to, or shall be construed to, create a partnership, agency, joint venture, employment or similar relationship. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

#### 15. Notices

15.1. The Supplier's representative for the purpose of receiving legal notices is:

Mr Jack Deverson,  
1 Grange Crescent  
Sunderland  
SR2 7BN

15.2. The Client's representative for the purposes of receiving legal notices is as specified in the Letter of Agreement.

#### 16. Miscellaneous

##### 16.1. Variation

No amendment or variation to the Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties by their duly authorised representatives. Additional Services to be performed shall be agreed in advance by the Supplier and the Client and documented in writing as an addendum to Annex 1 (*The Services*) to the Letter of Agreement.

##### 16.2. Severance

- (a) If any provision or part-provision of the Agreement 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 the Contract.
- (b) If any provision or part-provision of the Agreement 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.

##### 16.3. Waiver

A waiver of any right under the Agreement or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its 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.

#### 16.4. **Third parties**

Nothing in the Agreement confers or purports to confer on any third party any right to enforce any term of the Agreement.

#### 16.5. **Trade marks**

No party shall be entitled to use the name or trade mark of the other party in any publicity, advertising, or news release without the prior written consent of such other party.

### 17. **Law**

The Agreement, 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.

### 18. **Confidential data**

In the course of delivery of services, where we are required to process confidential pupil or school data, it will be processed and stored securely and in line with the Data Protection Act 2018 and the General Data Protection Regulations, and deleted six weeks after the date of delivery, unless otherwise agreed.

### 19. **Dispute**

Any dispute between the parties to the Agreement shall be settled by reference to a mutually agreed arbitrator and the costs of arbitration shall be borne equally between the parties. If the parties to the Agreement cannot agree upon an arbitrator the President for the time being of the Law Society shall be asked to appoint one.