



Terms and Conditions

The following definitions and rules of interpretation apply in this agreement (unless the context requires otherwise).

Confidential Information: information in whatever form relating to the business, customers, products, affairs, and finances of the Client for the time being confidential to the Client whether or not such information (if in anything other than oral form) is marked confidential.

Data Protection Legislation: any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

Engagement: the engagement of Attingham Education Limited by the Client on the terms of this agreement.

Termination Date: the date of termination of this agreement, howsoever arising.

1. Duties and obligations

During the Engagement, Attingham Education Limited shall provide the Services with all due care, skill and ability and use its best endeavours to promote the interests of the Client.

If we are unable to provide any of the Services for any reason, including staff illness or injury, we will endeavour to advise the Client of that fact as soon as reasonably practicable. We use our best endeavours to ensure a suitably qualified substitute is provided to ensure that the services are still provided. No fee shall be payable in respect of any period during which the Services are not provided and if a fee has already been paid in advance, a credit for the missed services will be issued.



Attingham Education and any of its staff or representatives shall comply with all reasonable standards of safety and comply with the Client's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Client any unsafe working conditions or practices.

2. Fees & Expenses

The services to be provided have been selected on the order form. The Client shall pay each invoice submitted by Attingham Education within 30 days of receipt.

3. Confidential information and Client property

Attingham Education acknowledges that in the course of the Engagement it and its staff/representatives will have access to Confidential Information.

The Consultant Company either during the Engagement or at any time after the Termination Date, shall not use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information. This restriction does not apply to:

- 3.1 any use or disclosure authorised by the Client or required by the relevant Local Authority, Multi Academy Trust or by law; or
- 3.2 any information which is already in, or comes into, the public domain otherwise than through the Attingham Education's unauthorised disclosure.
- 3.3 At any stage during the Engagement, Attingham Education will promptly on request return to the Client all and any client property in its or its staff's possession.

4. Data protection

Attingham Education and the Client will comply with the Data Protection Legislation.



Attingham Education shall ensure that it has in place appropriate technical or organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.

5. Indemnity

The Client shall indemnify Attingham Education against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred arising from its provision of services to the Client.

This indemnity shall apply whether or not we have been negligent or at fault.

If any third party makes a claim, or notifies an intention to make a claim, against Attingham Education which may reasonably be considered likely to give rise to a liability under this indemnity, we shall:

- 5.1 as soon as reasonably practicable, give written notice of the claim to The Client, specifying the nature of the claim in reasonable detail.
- 5.2 not make any admission of liability, agreement, or compromise in relation to the claim without the prior written consent of The Client (such consent not to be unreasonably conditioned, withheld or delayed).
- 5.3 give The Client and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives, or advisers, and to any relevant assets, accounts, documents and records within the power or control of The Consultant Company, so as to enable The Client and its professional advisers to examine them and to take



copies (at The Client's expense) for the purpose of assessing the claim.

6. Termination

This agreement may be terminated by either party giving to the other prior written notice to expire on the last day of the school term following the date on which notice is served. For example, if a party gives notice during the Autumn term, the agreement will terminate at the end of the following Spring term. If a party gives notice during the summer holiday, the agreement will terminate at the end of the following Autumn term.

By either party if the other is in breach of their obligations under this agreement in any material respect and if the breach has not been rectified within 10 working days of receiving written notice of it.

If the Client terminates this agreement by giving notice, they will remain liable for amounts Attingham Education is obliged to pay to others relating to the provision of the Services.

On the Termination Date the Consultant Company shall deliver within 28 days to the Client all Client Property and original Confidential Information which is in its possession or under its control.

7. Status

The relationship of the Attingham Education and its staff to the Client will be that of independent contractor and nothing in this agreement shall render it or its staff an employee, worker, agent or partner of the Client and Attingham Education shall not hold itself out as such.

Attingham Education shall be fully responsible for and shall indemnify the Client for and in respect any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment,



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or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by its staff in respect of the Services, where such recovery is not prohibited by law.

8. Notices

Any notice given to a party under or in connection with this agreement shall be in writing or via email.