

Platform Cricket – Terms & Conditions for Schools

1. Definitions

“Agreement” means these terms and conditions.

“Platform Cricket Schools’ Programme” or “Platform Cricket Bronze Award Programme” means a course of coach-led cricket lessons as outlined in a *School Confirmation letter*.

“Customer” means the school, academy or institution stated within the *School Confirmation letter*.

“Invoices” means invoices from Platform Cricket to the Customer for the Price of the Service(s) or Product(s).

“Order” means a request for Service(s) or Product(s) received by Platform Cricket from the customer.

“Price” or “Rate” means the amount charged by Platform Cricket for the Product(s) or Service(s) specified in the *School Confirmation Letter*.

“Product(s) or Service(s)” means any products or services ordered by the Customer as outlined in any *School Confirmation Letter*.

“Proposal” means the services proposed by Platform Cricket for acceptance by the Customer.

“Schedule” means agreed delivery patterns and times for a service or product delivery.

“Platform Cricket” or “The Charity” means the cricket initiative managed by the Tower Hamlets Youth Sport Foundation, c/o 85 Lullingstone Lane, Hither Green, London, SE13 6UH (Charity No. 1150114, Company No. 08041993).

2. Products and Services

2.1. Platform Cricket agrees to supply and the Customer agrees to purchase the Product(s) and/or Service(s) on the terms and conditions set out in this Agreement.

2.2. Platform Cricket will provide the Product(s) and/or Service(s) to the Customer in accordance with the outline proposal contained in the *School Confirmation Letter*.

2.3. Products or Services supplied by Platform Cricket shall be for the benefit of the Customer only. For the sake of clarity, schools, academies or other institutions forming part of a multi-academy trust or other umbrella body shall be separate Customers. Products or Services may not be distributed to other schools, academies or institutions within the same multi-academy trust which they have not purchased from Platform Cricket.

2.4. The term of the Agreement for Products or Services shall be either:

2.4.1. a fixed period as set out in the description of the Product or Services in the *School Confirmation Letter*; or

2.4.2. a minimum period of 12 months; or

2.4.3. a minimum period of 12 months, and thereafter shall automatically renew for a further period of 12 months, (and after that shall automatically renew for each subsequent further period of 12 months) unless terminated in accordance with clause 9.

3. Payment

3.1. The Customer agrees to pay Platform Cricket the Price for the Products and/or Services in line with the applicable period as set out in clause 2.4.

3.2. Invoices shall be payable via BACS transfer within 30 days of issue. Where the Customer wishes to pay by cheque, this should be made payable to the 'Tower Hamlets youth Sport Foundation". Interest shall be charged at a rate of 2% per month calculated on a daily basis for late payments.

3.3. If a Customer has paid for Products and/or Services that Platform Cricket cannot provide through no fault of the Customer, delivery will be delayed to such time until delivery can be effected or the Customer will be issued with a credit note.

3.4. If a Product or Service has been requested by the Customer without a *School Confirmation Letter* being issued, and the customer accepts delivery of the requested Product or Service, this will constitute an Order and the Customer will be subject to these terms and conditions and charged for that Product or Service.

4. School Confirmation Letters & Commencement of services

4.1. The Customer, by accepting a *School Confirmation Letter* without rejection or requests for changes within 7 days, agrees to host Platform Cricket products and/or services.

4.2 Once a service has begun or a product has been delivered, the customer accepts and agrees to pay the full price for those Product(s) and/or Service(s) and shall be bound to pay Platform Cricket the outlined price.

5. Platform Cricket's Obligations

5.1. Platform Cricket will make every reasonable endeavour to provide the Product(s) and/or Service(s) in accordance with the *School Confirmation Letter* and any other specific requirements that have been agreed between the parties in writing.

5.2. Should any revisions to the agreed schedule be required, for example because of a necessary change of specification or price, Platform Cricket will advise the customer of these revisions and agree the details in advance of delivery.

5.3. Although Platform Cricket cannot be responsible for price changes from its suppliers, Platform Cricket will endeavour to advise the Customer of these changes and the consequences for the Customer.

6. Delivery

6.1. Platform Cricket shall endeavour to deliver the Product(s) and/or Service(s) at the time and date and in the manner specified by Platform Cricket or as otherwise as may be agreed with the Customer.

6.2. Platform Cricket shall not be liable for any delay in the delivery of the Product(s) and/or Service(s) however caused.

6.3. In cases of delay or cancellation of product and/or service delivery, Platform Cricket may use its discretion to rearrange delivery at a mutually suitable time or adjust charges proportionally.

7. Customer's Obligations

7.1. The Customer shall provide Platform Cricket, in good time, with all necessary information required to perform or provide the Product(s) and/or Service(s).

7.2. The Customer will provide Platform Cricket with timely access to its premises if Platform Cricket reasonably requires it for delivery of the Product(s) and/or Service(s).

7.3 The Customer will be responsible for the booking, preparation, risk assessment and travel to/from any off site facilities used for delivery of sessions.

7.4 The Customer will endeavour to prepare/induct Platform Cricket staff for sessions, including but not restricted to guidance on emergency procedures, managing behaviour and students with particular needs.

7.5 The Customer will ensure a member of staff is present in sessions at all times and if the member of staff present is not authorised/appropriate for managing behaviour concerns or emergency situations, the Platform Cricket member of staff will be advised who is, and where they can be located/contacted.

7.6 The Customer will support Platform Cricket with behaviour management, including the removal of students whom a coach deems is making a session unsafe.

7.7 The Customer will give endeavour to participate in Platform Cricket's inter-school Festivals, involvement in which will be provided to participating schools at no additional cost.

7.8 When provided by Platform Cricket, the Customer agrees to distribute information about Community Hub Sessions to all students' families.

8. Modifications and Variations

8.1. In exceptional circumstances, Platform Cricket may need to vary the schedule, content or delivery of the Products and/or Services and will advise the Customer of its intention to do so.

8.2. In some instances, individual Products and/or Services may have terms and conditions in addition to those set out herein. Should there be any conflict between these terms and conditions and the additional terms and conditions then the order of precedence will be as stated in the additional terms and conditions.

9. Payment Terms

9.1. Any payments due to Platform Cricket in exchange for services are due within 30 days of an invoice being issued.

9.2 For any payments not made within 30 days, a late payment fee may be added at a rate of 1% per month at the charity's discretion.

10. Termination/Cancellations

10.1. Products and/or Services delivered by Platform Cricket can only be cancelled by the Customer, giving not less than 48 hour's notice in writing to Platform Cricket.

10.2. Platform Cricket may provide discounted Price(s) that require the Customer to agree to a specified minimum term of an Agreement as a condition of receiving such discounted Price. If the Customer terminates any or all of the Products or Services agreed to, which such a discounted Price has been applied before the end of such specified minimum term, the Customer shall pay to Platform Cricket, in addition to all other amounts owed, an early termination fee equal to the discount applied to such Products and/or Services.

10.3. In the event that Platform Cricket is unable to supply all or any part of the Product(s), it shall issue the Customer with a credit note for that part of the Products it cannot deliver.

10.4. If Platform Cricket has scheduled Products and/or Services to be delivered at the Customer's premises and is unable to do so as the recipients of the Services are unavailable and the Customer has not provided at least 48 hours' notice of a recipient's unavailability, the Customer shall remain liable for the full purchase Price.

10.5. Platform Cricket may delay delivery of the Products or Services for such period as it may deem reasonable in the event of a failure by the Customer to provide delivery details. Should the Customer still fail to provide delivery details for the purposes of delivering the Products and/or Services, Platform Cricket may deem the products to have been delivered and charge accordingly.

10.6. If a Party is in breach of a material term of this Agreement and, despite written notice from the other Party, fails to remedy such breach within 30 days, then the other Party shall be entitled to terminate this Agreement with immediate effect.

11. Non-Employment and Non-Solicitation of Employees

11.1. In order to protect the legitimate business interests of Platform Cricket, the Customer covenants with Platform Cricket that it shall not:

11.1.1. for a period of 6 months from the date of delivery of the Products and/or end date of the Services (except with the prior written consent of Platform Cricket) employ or

engage or otherwise facilitate the employment or engagement of any current or former employee, worker, consultant, associate or other person involved in the delivery of any Products and/or Services ordered under this Agreement; nor

11.1.2. for a period of 12 months from the date of delivery of the Products or end date of the Services, (except with the prior written consent of Platform Cricket) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment or engagement of Platform Cricket any employee, worker, consultant, associate or other person involved in the delivery of any Products or Services ordered under this Agreement; nor

11.1.3. at any stage solicit similar Products and/or Services, as it has in the past received from Platform Cricket, from an employee or former employee of Platform Cricket via a private arrangement with that employee.

11.2. If the Customer commits a breach of clause 10.1, it shall, without prejudice to any other rights or remedies of Platform Cricket, on demand, pay to Platform Cricket a sum equal to either three months' basic salary payable by Platform Cricket to that employee or worker, or five times the Price for the Product and/or Services in the case of a consultant or associate plus the recruitment costs incurred by Platform Cricket in replacing such person.

11.3. To help Platform Cricket safeguard its intellectual property, the Customer shall immediately inform Platform Cricket should they be approached by former Platform Cricket employees or workers offering to provide Products or Services which Platform Cricket provides.

12. Confidentiality

12.1. The Parties shall keep confidential all information pertaining to the Products and Services and this Agreement, unless otherwise agreed.

12.2. All information processed under this Agreement shall be dealt with in accordance with the Data Protection Terms and Conditions, the common law duty of confidentiality, any guidance from the Information Commissioner's Office on information sharing, the Data Protection Act 2018, the General Data Protection Regulation and the Freedom of Information Act 2000.

13. Health and Safety

13.1. Platform Cricket and any of its personnel shall, when using the Customer's premises or facilities, comply with the Customer's policies and procedures relating to security and workplace health and safety.

14. Copyright and Intellectual Property

14.1. Copyright in all reports, documents and the like produced by Platform Cricket in the performance or provision of the Products and/or Services shall remain vested with Platform Cricket, but Platform Cricket shall grant an irrevocable, royalty free licence to

the Customer to use such reports, documents and the like for the specific purpose of the Products or Services.

14.2. Products or Services may only be reproduced for non-commercial or training purposes on condition that the Product or Service has been purchased by the school, organisation or individual using it or because that school, organisation or individual has been authorised in writing to use this material by Platform Cricket. For the avoidance of doubt, Products or Services may not be passed-on, resold, amended or delivered to schools, academies or other third parties (either for commercial or non-commercial purposes) who have neither purchased the Product or Service from Platform Cricket nor had Platform Cricket's permission to use it.

15. Dispute Resolution

15.1. Concerns relating to the Products and/or Services provided under this Agreement should be raised in writing in the first instance with the service contact person at Platform Cricket, whose details can be found on our website.

15.2. If the Customer's concern is not resolved with the relevant member of staff, it shall be escalated to one of the charity's trustees who will attempt to resolve the concern as soon as possible.

15.3. Where disputes arise that cannot be settled within the above resolution process, an option for referral to the Centre for Dispute Resolution may be considered. In this case, the decision shall be final and binding on the parties.

16. Limitation of liability

16.1. The aggregate liability of Platform Cricket, whether to the Customer or to any third party, in contract, tort or otherwise, for any losses, damages, costs or expenses ("Losses") arising from or in any way connected with the Products shall be limited to ten (10) times the contract value, or £10,000, whichever is lesser.

16.2. Platform Cricket will not be liable for Losses as a result or consequence of: i) the Customer providing false, misleading or incomplete information or documentation; ii) any act or omission of any person other than an employee of Platform Cricket.

16.3. Platform Cricket's liability, whether to the Customer or any third party, in contract, tort, under statute or otherwise shall exclude any indirect or consequential loss or damage (including loss of profits) suffered by the Customer or any third party arising from or in connection with the Products or Services being provided.

17. Rights to Set-Off Liabilities

17.1 Platform Cricket may at any time, without notice to the Customer, set off any liability of the Customer to Platform Cricket against any liability of Platform Cricket to Customer, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. Any exercise by Platform Cricket of its rights

under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

18. General

18.1. Other than any additional terms in accordance with clause 8.2, this Agreement constitutes the whole understanding between the parties and supersedes any prior discussions, negotiations, arrangements or agreements between the parties in relation to the Products or Services.

18.2. The invalidity or unenforceability of any provision of this Agreement shall not affect the continuation in force of the remainder of this Agreement.

18.3. The rights granted to either party under this Agreement shall not be waived except in writing. Any waiver of any of such rights or of any breach of this Agreement by either party shall not be construed as a waiver of any other rights or of any other or further breach.

18.4. Failure by either party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

18.5. The section headings contained in this Agreement are for convenience purposes only and shall not affect the interpretation of this Agreement.

18.6. Nothing in this Agreement confers or purports to confer any right pursuant to the Contracts (Right of Third Parties) Act 1999 or otherwise to enforce any of its terms on any person who is not a party to it.

18.7. This Agreement shall be governed and construed in accordance with the laws of England and Wales.

18.8. All prices listed are correct at the time of publishing, However Platform Cricket reserves the right to amend prices from time to time. Up to date prices are available on the charity's website.