

## TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES BY DERBY CITY COUNCIL TO SCHOOLS AND ACADEMIES.

### 1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

**Booking Form** means the Booking Form (Appendix A) or an Oracle Purchase Order

**Brochure:** the online Council publication titled “A Derby Way – Local Services for Local Schools and Academies” and applicable to the period 2022-2023, or other such time period as applicable for these terms and conditions.

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Charges:** the charges payable by the School for the supply of the Services in accordance with clause 5.

**Commencement Date:** has the meaning set out in clause 2.3.

**Conditions:** these terms and conditions and any Special Conditions as amended from time to time in accordance with clause 17.12

**Contract:** the contract between the Council and the School for the supply of Services in accordance with these Conditions, together with the Brochure setting out the fees and the Booking Form.

**Council:** Derby City Council of the Council House, Corporation Street, Derby DE1 2FS

**Council Materials:** means any materials, equipment, tools, documents, drawings, specifications and other property of the Council, which is either owned or hired, by the Council, for the use by the School.

**Financial Year:** the period from 1 April in one year to 31 March in the next year.

**FOIA:** The Freedom of Information Act 2000 and any subordinate legislation made under the Freedom of Information Act 2000 from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

**Force Majeure Event:** means an event beyond the reasonable control of the Council including but not limited to epidemic, pandemic, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Council or any other party), failure of a utility service or transport network, act of God, 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 Councils or subcontractors

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**School:** means the School (being a: community school, community special school, community nursery, voluntary controlled school, voluntary aided school or foundation school), Free School or Academy Trust whose details are set out in the Booking Form.

**Services:** the services supplied by the Council to the School as set out in the Brochure. For the avoidance of doubt, each code on the Booking Form used by the Council is a separate “Service”.

**Special Conditions:** are special conditions set out on the Booking Form which are additional terms and conditions, and which will bind the School and the Council and to the extent of conflict between the Special Conditions and the Conditions the Special Conditions will prevail.

- 1.2 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 personal representatives, 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.
  - (f) Save where an alternative arrangement applies under the Booking Form, in which case the terms of the Booking Form shall prevail

## 2. BASIS OF CONTRACT

- 2.1 The Brochure constitutes an invitation to treat by the Council to provide Services to Schools in accordance with these Conditions.
- 2.2 Submission of the Booking Form constitutes offer by the School to purchase Services in accordance with these Conditions.
- 2.3 The Council will have deemed to accepted that they are prepared to provide the Services on these Conditions when the Booking Form is acknowledged by the soldservices@derby.gov.uk email within 5 Working Days or sooner if appropriate at which point the Contract shall come into existence (**Commencement Date**) and shall run until the 31 March following that Commencement Date.
- 2.4 The School acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Council which is not set out in the Contract including for the avoidance of doubt any statement made in the Brochure provided by the Council unless it is specifically set out in the Booking Form.
- 2.5 Any samples, drawings, descriptive matter or advertising issued by the Council, and any descriptions or illustrations contained in the Council's Brochure, 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.
- 2.6 These Conditions apply to the Contract to the exclusion of any other terms that the School seeks to impose or incorporate, or which are implied by trade, custom, practice, course of dealing or the contents of the Brochure.
- 2.7 Any quotation given by the Council shall not constitute an offer in its own right but shall be in addition to the Booking Form and shall not be capable of changing these terms and conditions, and is only valid for a period of 30 Business Days from its date of issue.

## 3. SUPPLY OF SERVICES

- 3.1 The Council shall supply the Services to the School in accordance with the terms and conditions and provide those Services as much to meet the description in the Brochure as reasonably possible.
- 3.2 The Council shall use reasonable endeavours to meet any performance dates specified in the Brochure, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Council shall have the right to make any changes to the Services which are necessary to comply with any applicable law, safety requirement, legal obligation or duty of the Council,

or which do not materially affect the nature or quality of the Services, and the Council shall notify the School in any such event.

- 3.4 The Council warrants to the School that the Services will be provided using reasonable care and skill.

#### **4. SCHOOL'S OBLIGATIONS**

- 4.1 The School shall:

- (a) ensure that the terms of the Order are complete and accurate;
- (b) co-operate with the Council in all matters relating to the Services;
- (c) provide the Council, its employees, agents, consultants and subcontractors, with access to the School's premises, office accommodation and other facilities as reasonably required by the Council to perform the Services;
- (d) provide the Council with such information and materials as the Council may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- (e) prepare the School'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;
- (g) keep and maintain all Council Materials at the School's premises in safe custody at its own risk, maintain the Council Materials in good condition until returned to the Council, and not dispose of or use the Council Materials other than in accordance with the Council's written instructions or authorisation; and
- (h) use all reasonable endeavours to avoid taking any action, or failing to take any action, which may result in any breach of the Council's legal obligations as a public body.

- 4.2 If the Council's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the School or failure by the School to perform any relevant obligation (**School Default**):

- (a) the Council shall without limiting its other rights or remedies have the right to suspend performance of the Services until the School remedies the School Default, and to rely on the School Default to relieve it from the performance of any of its obligations to the extent the School Default prevents or delays the Council's performance of any of its obligations;
- (b) the Council shall not be liable for any costs or losses sustained or incurred by the School arising directly or indirectly from the Council's failure or delay to perform any of its obligations as set out in this clause 4.2; and
- (c) the School shall reimburse the Council on written demand for any costs or losses sustained or incurred by the Council arising directly or indirectly from the School Default.

#### **5. CHARGES AND PAYMENT**

- 5.1 If the School submits a Booking Form (as set out in Appendix A) then the Council shall raise an invoice and it shall be paid in accordance with the Council standard terms of payment, which are 30 days of the date of the invoice.

- 5.2 In the event that the School submits a Booking Form via the Oracle Purchase Order then the an acknowledgment is sent and a request is made for the Oracle Purchase Order is to be recipient, if not recipient within 90 Business Days the Council will make arrangements for it to be receipted on your behalf. In the event that it is not or cannot be recipient the Booking Form will be deemed cancelled.

- 5.3 All amounts payable by the School 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 Council to the School, the School shall, on receipt of a valid VAT invoice from the Council, pay to the Council 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.

5.4 Without limiting any other right or remedy of the Council, if the School fails to make any payment due to the Council under the Contract by the due date for payment (**Due Date**), the Council shall have the right to charge interest on the overdue amount at the rate of 4% per annum above the then current Bank of England Bank Rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

5.5 The School shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the School shall not be entitled to assert any credit, set-off or counterclaim against the Council in order to justify withholding payment of any such amount in whole or in part.

## **6. INTELLECTUAL PROPERTY RIGHTS**

6.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Council.

6.2 The School acknowledges that, in respect of any third party Intellectual Property Rights, the School's use of any such Intellectual Property Rights is conditional on the Council obtaining a written licence from the relevant licensor on such terms as will entitle the Council to license such rights to the School.

## **7. CONFIDENTIALITY**

7.1 The School 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 School by the Council, its employees, agents, consultants or subcontractors and any other confidential information concerning the Council's business which the School may obtain.

7.2 The School may disclose such information:

- (a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the School's obligations under the Contract; and
- (b) as may be required by law, court order or any governmental or regulatory authority.

7.3 The School shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such confidential information comply with this clause and are subject to obligations of confidentiality corresponding to those which bind the School.

7.4 The School shall not use any such confidential information for any purpose other than to perform its obligations under the Contract.

## **8. THE COUNCIL'S PROPERTY**

8.1 All Council Materials including, but not limited to, materials, equipment and tools, drawings, specifications and data supplied by the Council to the School shall, at all times, be and remain the exclusive property of the Council, but shall be held by the School in safe custody at its own risk and maintained and kept in good condition by the School until returned to the Council, and shall not be disposed of or used other than in accordance with the Council's written instructions or authorisation.

8.2 For the avoidance of doubt Council Materials shall also include any land or property which the School is permitted to occupy with the Council consent, unless express governed by other licence or lease in writing.

## **9. FREEDOM OF INFORMATION**

- 9.1 The parties agree that this Agreement is subject to the full effect of FOIA. Either party may disclose information forming part of this Agreement or information they hold about the other party to anyone who makes a request for information under the provisions of the FOIA but subject to the provisions of clause 7.3.
- 9.2 Promptly upon receipt of a request received by a party for the disclosure of any information in respect of this Agreement relating to the other party, the receiving party shall notify the other party in writing giving them five (5) Business Days in which to respond. If there is any information which either party believes is subject to an exemption under the provisions of the FOIA then they should make this clear at the earliest opportunity and within the aforementioned five (5) Business Days and the receiving party will take this into consideration in dealing with a request for information and where this is consistent with the that party's duties under the FOIA.
- 9.3 The School notes and acknowledges the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) and the Environmental Information Regulations 2004 as may be amended, updated or replaced from time to time. The School will act in accordance with the FOIA, these Codes of Practice and these Regulations (and any other applicable codes of practice or guidance notified to the School from time to time) to the extent that they apply to the performance of the Contract.
- 9.4 All decisions regarding disclosure of information following a Request for Information (as defined under section 8 of the FOIA) will be made at the sole discretion of the Council. The School acknowledges that, even where the School has indicated that information is commercially sensitive, the Council may be required to disclose it under the FOIA, with or without consulting the School and the Council will use reasonable endeavours to consult with the School prior to any disclosure.
- 9.5 The School shall transfer to the Council any Request for Information it should receive, as soon as practicable after receipt and in any event within 3 days of receiving a Request for Information.
- 9.6 Where the Council is managing a request as referred to in Clause 7.7, the School shall cooperate with the Council and shall respond together with copies of any documentation so requested within five days of any request by it for assistance.

## **10. DATA PROTECTION ACT**

- 10.1 The School shall (and shall procure that any of its employees involved with the Contract comply with any notification requirements under the Data Protection Act 2018 ("DPA") and both the School and the Council will duly observe all their obligations under the DPA which arise in connection with the Agreement.

## **11. LIMITATION OF LIABILITY THE SCHOOLS ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

- 11.1 This clause 11 sets out the entire financial liability of the Council (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the School in respect of:
- (a) any breach of the Contract however arising;
  - (b) any use made by the School of the Services or any part of them; and
  - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 11.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 11.3 Nothing in this Contract limits or excludes the liability of the Council:

- (a) for death or personal injury resulting from negligence, or the negligence of its employees, agents or subcontractors; or
- (b) for any damage or liability incurred by the School as a result of fraud or fraudulent misrepresentation by the Council; or
- (c) for any liability incurred by the School as a result of any breach by the Council of the clause as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982.

11.4 Subject to clause 11.2 and clause 11.3

- (a) the Council shall not under any circumstances whatever be liable for:
  - (i) loss of profits; or
  - (ii) loss of business; or
  - (iii) depletion of goodwill and/or similar losses; or
  - (iv) loss of anticipated savings; or
  - (v) loss of goods; or
  - (vi) loss of contract; or
  - (vii) loss of use; or
  - (viii) loss of corruption of data or information; or
  - (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
- (b) the Council's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of each Service shall in all circumstances be limited to 3 x price paid for the separate Service or £50,000 whichever is the greater.

## 12. TERMINATION

12.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 Business Days of that party being notified in writing of the breach;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 Business Days;

- (f) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- (g) a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (i) either Party or any employee of either Party is found guilty of any offence under the Bribery Act 2010 in relation to the award of the Contract;

12.2 Without limiting its other rights or remedies, the Council may terminate the Contract with immediate effect by giving written notice to the School if the School fails to pay any amount due under this Contract on the Due Date set out in the Booking Form.

12.3 Without limiting its other rights or remedies the Council shall have the right to terminate the Contract by giving the School no less than 20 Business Days' notice in writing, in the event that the Council are able to provide more notice they shall use all reasonable endeavours to do so.

12.4 Without limiting its other rights or remedies, the Council shall have the right to suspend provision of the Services under the Contract or any other contract between the School and the Council if the School becomes subject to any of the events listed in clause 12.1(b) to clause 12.1(i), or the Council reasonably believes that the School is about to become subject to any of them, or if the School fails to pay any amount due under this Contract on the due date for payment.

12.5 Without limiting its other rights or remedies, the School may terminate the Contract by giving the Council 90 Business Days' notice in writing where the School converts to an Academy in accordance with sections 3 and 4 of the Academies Act 2010. For the avoidance of doubt, subject to the provisions of Clause 14 below, there is no obligation on a School to terminate this Contract, should it convert to an Academy.

### **13. CONSEQUENCES OF TERMINATION**

13.1 On termination of the Contract for any reason:

- (a) the School shall immediately pay to the Council all of the Council's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Council shall submit an invoice, which shall be payable by the School immediately on receipt;
- (b) the School shall return all of the Council Materials which have not been fully paid for. If the School fails to do so, then the Council may enter the School's premises and take possession of them. Until they have been returned, the School shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, 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 have effect after termination shall continue in full force and effect.

13.2 On termination of the Contract the following clauses shall remain in force as if the contract has not been terminated, clauses 7, 9 and 10,

### **14. CONVERSION TO ACADEMY**

14.1 Where a School converts to an Academy in accordance with sections 3 and 4 of the Academies Act 2010 during a Financial Year, the School may continue utilising the Services but shall be charged for such Services on the basis of the "Academy Rates" as detailed in the Brochure for the remainder of that Financial Year.

14.2 If on conversion to an Academy, the School terminates this Contract in accordance with clause 12.3, the parties shall agree the basis on which any refund for Services not already provided shall be given.

## 15. HEALTH AND SAFETY

15.1 The School shall promptly notify the Council of any health and safety hazards or incidents which may arise in connection with the performance of the Contract.

15.2 The School shall comply with the requirements of the Health and Safety at Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999 and any other acts, orders, regulations and codes of practice (including any issued by the Authority relating to health and safety), which may apply to persons working on the Premises in the performance of the Agreement. For the avoidance of doubt the parties shall share the responsibility for ensuring appropriate risk assessments have been carried out for any in relation to any works or services performed under this or any linked agreement.

15.3 The Council shall use its reasonable endeavours to ensure that its staff that are on the Schools premises comply with any health and safety measures communicated to the Council in respect of staff and other persons working on the premises.

## 16. DISPUTE RESOLUTION PROCEDURE

16.1 If a dispute arises out of or in connection with the Contract or the performance, validity or enforceability of it (Dispute) then, except as expressly provided in the Contract, the parties shall follow the dispute resolution procedure set out in this clause:

- (a) 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 documentation. On service of the Dispute Notice the Strategic Director of Children and Young People of the Council and the Head Teacher of the School shall attempt in good faith to resolve the Dispute;
- (b) if the Strategic Director of Children and Young People of the Council the Head Teacher of the School are for any reason unable to resolve the Dispute within 30 Business Days' of service of the Dispute Notice, the Dispute shall be referred to the Chief Executive of the Council and the Chair of the Board of Governors of the School who shall attempt in good faith to resolve it; and
- (c) if the Chief Executive of the Council and the Chair of the Board of Governors of the School are for any reason unable to resolve the Dispute within 30 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 requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 30 Business Days' after the date of the ADR notice. Unless otherwise agreed by the parties, the place of mediation shall be nominated by the mediator.

## 17. GENERAL

17.1 Force Majeure:

- (a) The Council shall not be liable to the School as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- (b) If the Force Majeure Event prevents the Council from providing any of the Services for more than 14 Business Days', the Council shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the School.

17.2 Assignment and subcontracting:

- (a) The Council may at any time assign, transfer, charge, subcontract or deal in any



other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

- (b) The School shall not, without the prior written consent of the Council, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

#### 17.3 Notices:

- (a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by pre-paid first-class post, recorded delivery or by commercial courier to the address set out in the Booking Form.
- (b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed,.
- (c) This clause 17.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

#### 17.4 Waiver:

- (a) A waiver of any right under the Contract 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 under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

#### 17.5 Severance:

- (a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

#### 17.6 Anti-Discrimination:

- (a) The School shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in employment.
- (b) The School shall take all reasonable steps to secure the observance of clause 17.6 by all servants, employees or agents of the School.

#### 17.7 Audit and Records:

- (a) The School shall keep and maintain until six years after the date the Contract comes into effect , or as long a period as may be agreed between the School and the Council, full and accurate records of the Contract, all expenditure reimbursed by the Council, and all payments made by the Council. The School shall on request afford the Council or the Council's representatives such access to those records as may be required by the Council in connection with the Contract.

#### 17.8 Whistleblowing:

- (a) The School shall ensure that staff employed by the School (including

subcontractor staff where appropriate) are aware of the Council's whistleblowing Policy (available on [www.derby.gov.uk](http://www.derby.gov.uk)), and the arrangements to be followed in the event of them having any concerns and wishing to make a disclosure pursuant to the policy, in particular in relationship to the Contract.

17.9 Entire Agreement:

- (a) The Contract constitutes the entire agreement between the parties. The School acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Council which is not set out in the Contract including for the avoidance of doubt any Statement made in the Brochure provided by the Council unless it is specifically set out in the Booking Form or other connected quotation.

17.10 No partnership:

- (a) Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

17.11 Third parties:

- (a) A person who is not a party to the Contract shall not have any rights under or in connection with it.

17.12 Variation:

- (a) Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by the Council.

17.13 Governing law and jurisdiction:

- (a) This Contract, 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

APPENDIX A

Please refer to the A Derby Way Booking Intent Form on the Terms and Conditions page.