

Introduction:

Techs4Education Ltd supply a range of IT services requested by the School and hereby agrees to provide such IT services in accordance with the terms of this Agreement.

IT IS AGREED as follows;

1. Definitions

1.1 In this Agreement (which shall include the terms and the Schedules) the following words shall, unless the context otherwise requires, have the following meanings:

**‘Commencement
Date’**

shall mean the date of signature by both parties of this Agreement as shown on page 1

**‘Consultant
Technician’**

shall mean the technician to be provided by Techs4Education to provide the Services required by the School and as named within Appendix A and any replacement notified to the School from time to time.

‘Service Charge’

shall mean the charge levied by Techs4Education in accordance with the terms of payment set out in this Agreement and Appendix A.

**‘Contracted
Services’**

shall mean the services to be provided by Techs4Education to the School and as more particularly defined in Appendix A.

2. Term of Agreement

- 2.1 Techs4Education shall provide the Services upon the terms of this Agreement with effect from the Commencement Date.
- 2.2 This Agreement shall initially continue for such period as identified in Appendix A (“**Contract Period**”) and thereafter unless or until, terminated in accordance with the terms of this Agreement.

3. Consultant Technician

- 3.1 In the provision of the Services, Techs4Education shall use a Consultant Technician who has a degree of skill and experience which is appropriate to the tasks to which they are given and the performance which they are required to achieve and who shall perform the Services in a professional manner.
- 3.2 Techs4Education shall use all reasonable endeavours to ensure that the Consultant Technician shall remain engaged in the provision of the Services for the School for the duration of this Agreement.
- 3.3 If in the School's reasonable opinion it believes that the Services are not being provided in accordance with sub-clause 3.1 above then they shall serve written notice on Techs4Education detailing their complaint (“Complaint”). The School acknowledges that until such written notice has been provided to Techs4Education it shall not prevent the Consultant Technician from attending its site.
- 3.4 On receipt of the written notice from the School, Techs4Education shall investigate the Complaint and;
 - 3.4.1 in the event that Techs4Education is satisfied that the Complaint has occurred it will immediately withdraw the Consultant Technician from the School.
 - 3.4.2 In the event that Techs4Education do not agree that the School's claim sufficiently justifies the removal of the Consultant Technician from the School's site, then the School shall agree to continue to use the Consultant Technician subject to any further training or changes that the parties may agree to be required.
- 3.5 The School agrees that in the event of removal of the Consultant Technician in accordance with Clause 3.4.1 above, then Techs4Education shall have a period of 30 days from the date of removal to enable Techs4Education to provide a replacement Consultant Technician.
- 3.6 If for any circumstances the School shall cancel the provision of the Services for any period of time, whether on notice to Techs4Education or otherwise, Techs4Education hereby reserves the right at its discretion to invoice the

appropriate Service Charge to the School in accordance with Clause 7 as though the Services had been performed.

- 3.7 In the event that a Consultant Technician is unavailable to perform the Services due to illness or for any other reason, Techs4Education will reschedule the Services for a time that is convenient for the School.
- 3.8 For the avoidance of doubt nothing in this Agreement shall constitute the School as the employer of Techs4Education or any of its staff. The Transfer of Undertakings Regulations 2006 as amended will not apply to this Agreement.
- 3.9 For all Consultant Technicians who have access to, or access to information on, children, Techs4Education must seek an enhanced level of disclosure from the Criminal Records Bureau for each such person prior to their appointment as an employee. The cost of any police or other checks shall be borne by Techs4Education. Techs4Education must not employ anybody where there are concerns raised by the Criminal Records Bureau check without the written authority of the School. Techs4Education must strictly comply with its Criminal Records Bureau policy document.
- 3.10 The School shall have the right to require any individual Consultant Technician to be withdrawn and an acceptable person to be substituted in the event of either:-
 - 3.10.1 The Consultant Technician refusing to agree to a Criminal Records Bureau check; or
 - 3.10.2 A disclosure being found with regard to the individual that has necessitated a Police Record being kept on the individual.

4. Standards

- 4.1 Techs4Education shall provide the Services from the Commencement Date with all reasonable skill and care in accordance with the best practice prevailing in the relevant industry from time to time.
- 4.2 Techs4Education will provide the Services in all respects in accordance with;
 - 4.2.1 the terms of the Agreement;
 - 4.2.2 the Schedules within this agreement

5. Work Records

- 5.1 Techs4Education shall procure that the Consultant Technician records the work it carries out for the School. The Consultant Technician shall record the work records online where the School's representative can gain access to

confirm that they accurately reflect the work undertaken by the Consultant Technician.

6. Use of the School site, equipment and third party products

- 6.1 The School shall allow representatives of Techs4Education and in particular the Consultant Technician access to the School site for the purpose of providing the Services and on the completion of certain authorisation procedures as notified by the School to Techs4Education from time to time. Techs4Education and its Consultant Technician shall use such rights of access for the purpose of providing the Services only. The right to access shall terminate upon termination of this Agreement.
- 6.2 Access to the School site is subject to Techs4Education and, in particular, the Consultant Technician's compliance with sub-clause 6.1 and with the policies referred to in clause 4.2 above. The School reserves the right to exclude any person from the School's site in the event of an actual or threatened breach of such sub-clause or such policies.
- 6.3 The School shall allow persons duly authorised by Techs4Education such use of equipment owned by or leased by the School ("Equipment") as is reasonably required in order to undertake the Services. Techs4Education shall use the Equipment for the purpose of providing the Services only.
- 6.4 Techs4Education shall use the Equipment with all reasonable skill and care and in accordance with best computing practice and hereby indemnify the School against all and any damage to the Equipment caused by and/or the Techs4Education Consultant Technician.
- 6.5 Techs4Education shall not copy any software used by the School, unless or until the School is able to provide satisfactory evidence that a suitable licence agreement is in place. Techs4Education shall accept no liability for the breach of any third party licence for software, unless the breach is a direct result of the action or neglect of the Consultant Technician or Techs4Education.
- 6.6 In the event that Techs4Education identifies a shortage in the licence cover for the requirements of the School, Techs4Education shall notify the School immediately who shall take appropriate action to resolve the matter. Techs4Education shall not be obliged to continue with any Services which lead to the notification to the School in accordance with this sub-clause 5.5 until the School has been able to provide satisfactory evidence that the matter has been resolved.

7. Payment Terms

- 7.1 In consideration of Techs4Education providing the Services and the School accepting the completion of the Services in accordance with sub-clause 5.1 above, the School shall pay to Techs4Education the Service Charge at the rate and/or in the amounts specified in Appendix A.
- 7.2 All Service Charge payments to be made to Techs4Education shall be

inclusive of VAT.

- 7.3 The School shall pay to Techs4Education the invoiced amount within 30 days of the date of the invoice.
- 7.4 If any Service Charge is not paid by the due date, Techs4Education reserves the rights to charge interest from the due date for payment to the actual payment date at the rate of 2% per annum above the Bank of England rate for annual deposits from time to time in force.

8. No Right to Set Off

- 8.1 The School shall pay all sums due to Techs4Education without any discount, deduction, legal or equitable set off or counterclaim whatsoever.

9. Confidentiality Requirements

- 9.1 Except as required by law both parties shall procure that all confidential information disclosed by one party to the other in accordance with this Agreement or which may at any time until termination of this Agreement come into the other party's knowledge, possession or control shall not be used for any purposes other than those required or permitted by this Agreement and shall remain confidential and shall not be disclosed to any third party except insofar as may be required for the proper operation of this Agreement and then only under appropriate confidentiality provisions approved by the other party. These obligations of confidentiality shall cease to apply to any particular item of confidential information once it becomes public knowledge other than by act or default of either party.

10. Insurance

- 10.1 Techs4Education shall be liable for and shall indemnify the School against any expense liability loss claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by the carrying out of the Services except to the extent that the same is due to any act or neglect of the School or of any person for whom the School is responsible without prejudice to its liability to indemnify the School Techs4Education shall take out and maintain and shall cause any sub-contractor to take out and maintain any insurance which in respect of liability to employees or apprentices shall comply with the Employer's Liability (Compulsory Insurance) Act 1969 and any statutory orders made thereunder or any amendment or re-enactment thereof and in respect of any other liability for personal injury or death shall be such as is necessary to cover the liability of Techs4Education or as the case may be of such sub-contractor
- 10.2 Techs4Education shall be liable for and shall indemnify the School against any expense liability loss claim or proceedings in respect of any injury or damage whatsoever to any property real or personal (other than injury or damage to the Works or to any unfixed materials and goods delivered to place on or adjacent

to the Services and intended therefore insofar as such injury or damage arises out of or in the course of or by reason of the carrying out of the Services) and to the extent that the same is due to any negligence breach of statutory duty omission or default of Techs4Education its servants or agents or of any person employed or engaged by Techs4Education upon or in connection with the Services or any part thereof including their servants or agents without prejudice to its obligation to indemnify the School Techs4Education shall take out and maintain and shall cause any sub-contractor to take out and maintain insurance in respect of the liability referred to above in respect of injury or damage to any property real or personal other than the Services which shall be for an amount of not less than five million pounds (£5,000,000) for any one occurrence or series of occurrences arising out of one event

- 10.3 Techs4Education shall produce and shall cause any sub-contractor to produce such evidence as the School may reasonably require that the Insurances referred to in clauses 9.1 and 9.2 hereof have been taken out and are in force at all material time

11. Limitation of Liability

- 11.1 Techs4Education's liability to the School under or in connection with this Agreement, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed an aggregate amount of 1.5 times of the total Service Charge paid to Techs4Education in relation to the provision of the Services within the 12 months prior to the breach.
- 11.2 Any limitation of liability set out in this Agreement shall not apply so as to restrict either party's liability for death or personal injury resulting from that party's negligence.
- 11.3 Neither party shall be liable to the other party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damages, costs, expenses or for any other liability howsoever incurred or suffered by the other party which is of an indirect nature including without limitation any liability to any third party, or any loss of business, profits, turnover, or goodwill

12. Force Majeure

- 12.1 Neither party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion.
- 12.2 In the event of either party being so delayed or prevented from performing its obligations such party shall:
- 12.2.1 give notice in writing of such delay or prevention to the other party as soon as reasonably possible stating the commencement date and extent of such delay or prevention, the cause thereof

and its estimated duration;

12.2.2 use all reasonable endeavours to mitigate the effects of such delay or prevention upon the performance of its obligations under this Agreement; and

12.2.3 resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.

12.3 If Techs4Education is prevented from performing its obligations by an event of force majeure for more than eight weeks, either party may terminate this Agreement by notice to the other.

13. Termination of Agreement

13.1 Either party may terminate this Agreement by giving the other party three (3) months written notice (written correspondence, email correspondence, facsimile correspondence) prior to the anniversary date of the contract.

13.2 Techs4Education may terminate this Agreement with immediate effect upon giving notice to the School in the event that;

13.2.1 the School is in breach of any of its obligations to Techs4Education and in particular; if it fails to make payment of any sum including the Service Charge due to Tech4Education having received a prior written demand where if the breach is capable of remedy, the School has failed to remedy such breach within 30 days of receipt of notice; or

13.2.2 in the event that the School becomes unable to meet its financial obligation to the extent that delegated budgetary authority is withdrawn.

13.3 The School may terminate this Agreement with immediate effect upon giving notice to Techs4education in the event that;

13.3.1 Techs4Education is in breach of any of its obligations hereunder to the School and (in the case of a breach capable of being remedied) has failed to remedy such breach within 30 days of receipt of notice; or

13.3.2 Techs4Education shall become bankrupt or shall make any composition or enter into any arrangement with its creditors

14. Enforcement of Rights

Following termination of this Agreement:

- 14.1 Either party shall be entitled to exercise any one or more of the rights and remedies given to it under this Agreement and the termination of the contractual relationship between the parties shall not affect or prejudice such rights and remedies;
- 14.2 Each party shall be and will remain liable to perform all outstanding liabilities and obligations under the Agreement notwithstanding that the other party may have exercised one or more of the rights and remedies against it.

15. Notices

- 15.1 Notices shall be in writing and shall be sent to the other party marked for the attention of the person at the address set out for such party in this Agreement. Notices may be sent by first class mail or facsimile transmission provided that facsimile transmissions are confirmed within 24 hours by first-class mailed confirmation of a copy. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered 72 hours after posting and correctly directed facsimile transmissions shall be deemed to have been received instantaneously on transmission provided that they are confirmed as set out above.

16. Pre-Contract Rights

- 16.1 Nothing contained in this Agreement shall operate or constitute an obligation to vest in the School any know-how, ideas, programming tools, skills and techniques belonging to Techs4Education or any third party in existence prior to the date of this Agreement.

17. Data Protection

- 17.1 The parties agree to ensure that they will at all times comply with the provisions and obligations imposed by the Data Protection Act 1998 (the 'Act'), and any other legislation in force from time to time in relation to the protection of personal data. The School agrees to indemnify Techs4Education in respect of any unauthorised disclosure of personal data received from Techs4Education. Techs4Education agrees to indemnify the School in respect of any unauthorised disclosure of personal data in respect of any member or stakeholder of the school by an Techs4Education employee.

18. Third Parties' Rights

- 18.1 A person who is not party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this

Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

18.2 A person who is the permitted successor to or assignee of the rights of a party is deemed to be a party to this Agreement and the rights of such successor or assignee shall, subject to and upon any succession or assignment permitted by this Agreement, be regulated by the terms of this Agreement.

18.3 Notwithstanding that any term of this Agreement may be or become enforceable by a person who is not a party to it, the terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this Agreement may be rescinded (in each case), without the consent of any such third party.

19. Law and Jurisdiction

19.1 The Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

20. Freedom of Information Act 2000 (FOIA)

20.1 Techs4Education will assist the School to enable the School to comply with its obligations under FOIA or other applicable legislation governing access to information. In particular it acknowledges that the School is entitled to any and all information relating to the performance of this Agreement or arising in the course of performing this Agreement. In the event that the School receives a request for information under the FOIA or any other applicable legislation governing access to information, and requires Techs4Education's assistance in obtaining the information that is the subject of such request or otherwise, Techs4Education will respond to any such request for assistance from the School at its own cost and promptly and in any event within 5 days of receiving the School's request

21. Human Rights

21.1 Techs4Education shall comply with the provisions of and shall adopt a purposive approach to the Agreement in accordance with the Human Rights Act 1998 and will indemnify the School against all actions or demands which may be brought against the School for breach of statutory duty under the Act which arises from the breach of the Act by Techs4Education its servants or agents

22. Crime and Disorder

22.1 Techs4Education shall comply on the School's behalf with the provisions of Section 17 of the Crime and Disorder Act 1998 and will indemnify the School against all actions costs expenses proceedings and demands which may be

brought against the School for breach of statutory duty under the Act which arises upon acts or omissions by Techs4Education its servants or agents

23. Equal Opportunities

- 23.1 Techs4Education shall not discriminate directly or indirectly, or by way of victimisation or harassment, against any person because of their colour, race, nationality or ethnic or national origin in decisions to recruit, train, promote, discipline or dismiss employees;
- 23.2 Techs4Education shall notify the School forthwith in writing as soon as it becomes aware of any investigation of or proceedings brought against Techs4Education under the Act.
- 23.3 Where any investigation is undertaken by a person or body empowered to conduct such investigation and/or proceedings are instituted in connection with matters referred to in this Agreement being in contravention of the Act Techs4Education shall, free of charge:
- 23.3.1 provide any information requested in the timescale allotted;
 - 23.3.2 attend any meetings as required and permit staff to attend;
 - 23.3.3 promptly allow access to and investigation of any documents or data deemed to be relevant;
 - 23.3.4 allow itself and any staff to appear as witness in any ensuing proceedings; and
 - 23.3.5 co-operate fully and promptly in every way required by the person or body conducting such investigation during the course of that investigation.
- 23.4 Where any investigation is conducted or proceedings are brought which arise directly or indirectly out of any act or omission of Techs4Education its agents or subcontractors, or its staff, and where there is a finding against Techs4Education in such investigation or proceedings, Techs4Education shall indemnify the School with respect to all costs, charges and expenses (including legal and administrative expenses) arising out of or in connection with any such investigation or proceedings and such other financial redress to cover any payment the School may have been ordered or required to pay to a third party.
- 23.5 In the event that Techs4Education enters into any sub-contract in connection with this Agreement, it shall impose obligations on its sub-contractors in terms substantially similar to those impose on it pursuant to this Clause 27.

24. Bribery and Corruption

- 24.1 If Techs4Education shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to obtaining the execution of this Agreement or any other agreement

with the School or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other agreement with the School or if the like acts shall have been done by any person employed by it or acting on its behalf (whether with or without the knowledge of Techs4Education) or if in relation to any agreement with the School Techs4Education or any person employed by it or acting on its behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or any amendments of them or shall have given any fee or reward the receipt of which is an offence under sub-section (3) of Section 117 of the Local Government Act 1972 or any re-enactment thereof then the School shall be entitled to cancel this Agreement and to recover from Techs4Education the amount of any loss resulting from such cancellation