

Supporting thriving Educational Communities

Head Office

41 Ferndale street,
Faringdon,
Oxfordshire
SN7 7AH

Terms & Conditions for supply of Educational Services 2018-19

1. General

- 1.1 These terms and conditions together with the Project Plan constitute the contract between the Parties for the Educational Services ("the contract").
- 1.2 In the event of any conflict between a clause in these Terms and Conditions and the Project Plan, the Project Plan shall prevail.
- 1.3 The contract constitutes the entire agreement between the parties relating to the Educational Services and replaces all previous negotiations, agreements, understandings and representations, whether oral or written.

2. Definitions

By "Client" we mean any person retaining the services of this Educational Consultancy from time to time.

By "Educational Consultant" we mean Education Unlimited, a Division of Aspiring Heads Consulting LTD, whose registered office is at 2 Market Place, Faringdon, Oxon. SN7 7HW.

By "Party" we mean The Client and/or the Educational Consultant

By "Educational Services" we mean the provision of Education Unlimited's Consultancy services.

By "Completion date" we mean any such date as the Parties may agree.

By "Fee" we mean such fee as agreed between the Parties.

By "Payment Terms" we mean the time and method of payment requested by the Educational Consultant .

By "Named Educational Consultant" we mean the Director, Dr Audrey Curnock.

By "Reports" we mean all Educational Materials including reports, documents, presentations, data, tables and graphs, and analysis in whatever format the Educational Consultant shall or may create or deliver to the Client as part of the Educational Consultancy Services provided by the Educational Consultant.

By "Project Plan" we mean the document submitted to the Client outlined below in clause 3.2.

3. Educational Services – general

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- 3.1 The Educational Consultant shall provide the Educational Services to the Client subject to the provisions of these terms.
- 3.2 At the commencement of the Educational Services the Educational Consultant shall submit to the Client two signed copies of an Project Plan outlining the Educational Services. This specification shall contain a description of the Educational Services to be undertaken, aims and objectives, outcomes, time estimates for the provision of the Services and the fees payable together with payment details. The Project Plan shall be signed by the Named Educational Consultant, on behalf of the Educational Consultant.
- 3.3 The Client will return one signed copy of this Project Plan to the Educational Consultant to signify the Client's agreement as to the Educational Services provided and the fees payable. **No services may be provided until an Approved Project Plan is received by the Educational Consultant.**
- 3.4 The Educational Consultant shall supply the Client with a current valid DBS form for each one of their staff members who will be on site.

Educational Services - Workshops

- 3.5 Where the Client is requesting a specified workshop, as per the list on the website, found at <http://www.education-unlimited.co.uk/our-services.php>, the sample materials on the web site are indicative of the type of workshop offered. In the case of a workshop, the completed booking form together with a completed Introductory Questionnaire (as per the relevant section of the web site) shall form the Project Plan.
- 3.6 Special workshops can also be commissioned by mutual agreement. An Project Plan is drawn up to meet these requirements.
- 3.7 On the booking form, the Client shall identify which workshop is required and give at least possible 2 dates for the workshop.
- 3.8 During term-time, workshops are generally offered after the school day, between 4.30 pm and 6.30 pm, Mondays to Fridays. During the vacations, workshops shall be given by arrangement.
- 3.9 Variation : The Project Plan may be varied or added to from time to time in writing, signed by both Parties. The changes and fees will be listed clearly.

Educational Services – In-School Days

- 3.10 Where the Client requests an In-School Day, the client completes the In-School Booking form (downloadable from the <http://www.education-unlimited.co.uk/our-services.php> web page), sends this to The Educational Consultant. Following discussion of requirements, an In-School Project Plan is prepared and submitted to the Client.

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- 3.11 An In-School Visit would normally be charged at a rate of £450 which would include a follow-up with a brief report. This would include the development of all materials for the day.

Educational Services - Writing Course Materials and On-line Mathematics Resources

- 3.11 Where a client requests our services of writing materials our daily rate would be charged at a daily rate of 6 hours writing.
- 3.12 Our daily rate for writing depends on the level and services requested but our prices start from £300 per day.
- 3.14 Writing projects are drafted according to an agreed plan, termed the Project Plan in this document.

Educational Services -Mathematics Tutoring

- 3.15 Our aims are always to build confidence and enjoyment of mathematics.
- 3.16 One hour lessons are 55 minutes of teaching time. Half hour Lessons are 25 minutes of teaching. We serve refreshments – especially important when lessons are straight after school. It is the parent/guardian's responsibility to notify us of any special dietary requirements or allergies.
- 3.17 **Payments for Tuition** : After an initial few lessons , we request that lessons are booked for a month at a time, and we will invoice the client on a monthly basis, in advance. The invoice will have our business bank details. [Not all parents want this and we understand that.] Invoices are expected to be paid in advance of the tuition.
- 3.18 As a courtesy, we ask clients to please allow 24 hours notice for a change or cancellation to the lessons. We would normally make the full charge for the lesson if we've not had 24 hours notice and are unable to move classes to suit the client. Sometimes we are able to move lessons with less than 24 hours notice, and we always do our best to, but we cannot guarantee to.

4. Calculation of time

- 4.1 **Fees calculated on a daily rate** : by a "day" we mean a period of 7 hours inclusive of travel time to the Client's site (but not from the Client's site), except for writing projects. Time spent in excess of an 7 hour period shall be charged at the pro-rata rate for a day, rounded up to the nearest ½ hour. For writing projects a "day" means a period of 6 hours.
- 4.2 **For fees calculated by reference to an hourly rate** : for time spent which is less than a complete hour, the pro-rated basis for the time spent shall be charged, to the nearest quarter of an hour.
- 4.3 **Workshops** : the duration of any workshop is as stated on the web site at

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at the time of booking. The time allocated includes all discussion and feedback. Reading Samples may be given but time for reading is not included in the workshop duration.

5. Performance of Educational Services

- 5.1 The Parties shall agree the time and place for performance of the Educational Services.
- 5.2 The Educational Consultant shall provide services set out in the Project Plan.
- 5.3 The Educational Consultant shall perform the services
 - a) With all reasonable care and diligence;
 - b) With staff who are well-qualified, possess expert knowledge, and who have appropriate skills and experience;
 - c) In accordance with good practice in a contemporary Secondary and Tertiary Educational Environments.
- 5.4 The Educational Consultant shall use all reasonable endeavours to complete the Educational Services by the Completion Date, or delivery date of a workshop or meet other dates as agreed by the Parties.
- 5.5 The Educational Consultancy and its staff shall abide by any Health and Safety measures in place at the time of delivering the Educational Services, and any other reasonable instructions, including Security and safety checks (and CRB checks).

6. Fee and Payment

- 6.1 **Workshops** : Workshops are payable at least 7 days in advance. We supply an invoice with **14 day Payment Terms**.
- 6.2 In the event that the Client wishes to re-arrange the date of a booked workshop, and a new date for the workshop can be mutually arranged, neither a refund is due nor is any extra charge due. The Educational Consultant shall always endeavour to find a mutually convenient time to re-book a missed workshop, in the rare event that we are unable to meet our commitments.
- 6.3 In the event that a Client cancels a workshop, a refund of half the fee shall be given if a notice period of at least 7 days prior to the date of the workshop is given. Cancellations of less than 7 days may result in no refund as materials will have been prepared and printed. See the booking form for payment details.
- 6.4 **In-School Days** : In-School days are payable at least 7 days in advance. We supply an invoice with **14 day Payment Terms**. Clauses 6.2 and 6.3 also apply for re-arranging or cancelling In-School Days (with "workshop" replaced by "In-School Day").
- 6.5 **Other Educational Services : 14 day Payment Terms**

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- 6.6 Where the supply of Educational Services are on-going, Clients will be issued with an invoice at regular intervals, and usually monthly. Payment of the Fee for Educational Services shall be made within **14 days** of the date of the invoice.
- 6.7 Where the supply of Educational Services are of a more finite nature, towards the completion of delivering the Educational Services, the Educational Consultant shall issue the Client with an invoice. Payment of the Fee for the Educational Services shall be made within **14 days** of the date of the invoice.
- 6.8 All payments shall be made via a BACS or FTP payment to the Educational Consultant's Bank Accounts, details of which will be on the invoice.
- 6.9 Overseas clients – we ask the client to absorb all the international bank charges.
- 6.10 All amounts stated are currently exclusive of VAT and/or any other applicable taxes (or other levies which shall be charged in addition) at the rate in force at the time the invoice is issued.
- 6.11 Late Payments : if the Fee (or part of the fee) is not received by any due date, the Educational Consultant shall be entitled (without prejudice) to any other remedy or right to
- Charge interest on the outstanding amount at the rate of 2% per month.
 - Require the Client to make advance payments for any services in the Project Plan not yet supplied.
 - Not provide any further services,
 - Not provide any Reports due on completion of the Educational Services until such payment is made.
- 6.12 All Bacs and FPT payments shall quote the Educational Consultant's invoice number and any other job number as on the Project Plan.

7. The Client's Obligations

The Client acknowledges and agrees that for the Educational Consultant to be able to supply the Educational Services, the Client shall :

- 7.1 Provide the Educational Consultant such information, documentation as necessary and instruct the Client's relevant staff to co-operate with the Educational Consultant as reasonably required;
- 7.2 Make available to the Educational Consultant facilities, resources and working space (not necessarily exclusively) as outlined in the Project Plan.
- 7.3 In the exceptional case that additional reasonable expenses are incurred by the Educational Consultant, these may be charged to the Client, for example expenses caused by the Client's instructions or failure to provide instructions or failure to comply with 7.1 above.
- 7.4 Health and Safety : a Copy of the Client's Health and Safety policy shall be made available to the Educational Consultant and its staff at the time of booking. Details of Security

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requirements shall also be made available at this time, and DBS checks undertaken, as required (until a national transferable system is in place).

8. Reporting Requirements

- 8.1 Reports as stated in the Project Plan shall be produced during or on completion of the Educational Services.
- 8.2 One copy of said Reports shall be delivered to the Client. The Educational Consultant permits the Client a non-exclusive license (without the right to sub-license) to use the Report for the purpose. The Educational Consultant shall retain the copyright and Intellectual Property Rights of all such materials and Reports produced.
- 8.3 Written and oral Feedback will generally be given after each workshop.
- 8.4 End-of-term reports are given to Tutees at Christmas and Easter. Regular feedback is given verbally, as required.
- 8.5 The Educational Consultant is committed to continuous improvement of all the services provided. Clients and any attendees at workshops will be asked to complete a questionnaire to rate the quality, the benefits, and the educational value of services they have received.
- 8.6 Any supportive statements/testimonials which the Client may wish to make for the Educational Consultant's web site would be welcomed.

9. Protection of Confidential Information

- 9.1 Each Party ("the Receiving Party") shall keep the Confidential information of the other Party ("the Supplying Party") private, confidential and secret, whether disclosed to or received by the Receiving Party. The Receiving Party shall only use the Confidential Information of the Supplying Party for the purpose of performing the Receiving Party's obligations under these Terms & Conditions. The Receiving Party shall inform all necessary officers/staff/agents of its obligations under the Provisions of clause 9 and take reasonable steps to ensure that Receiving Party's officers/staff/agents meet the obligations.
- 9.2 Care of all personal information shall meet the Conditions of the Data Protection Act in force at the current time.
- 9.3 The obligation of clause 9.1 does not apply to information which :
 - a) was known or in the possession of the Receiving Party prior to being provided to the Receiving Party by the Supplying Party;
 - b) Is or becomes publicly available through no fault of the Receiving Party;
 - c) Is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach confidential obligations by the discloser;

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- d) Was deduced by the Receiving Party (or on its behalf) who had no direct access to or use of the Confidential Information supplied by the Supplying Party;
- e) Is required to be disclosed by an order of a court of competent jurisdiction.

9.4 Clause 9 shall survive termination of this agreement for a period of 6 years.

10. Warranties, Liabilities and Indemnities

- 10.1 The Educational Consultant warrants that it will use reasonable care, skill and intellect in performing the Educational Services (and to a standard which conforms to generally accepted standards in Secondary and Tertiary Education and practices).
- 10.2 The Educational Consultant carries all necessary Professional Indemnity & Public Liability Insurances. A copy of our certificate is held in our offices and can be viewed or submitted as required by the client.
- 10.3 Save where the Reports uses documentation supplied by the Client, Reports issued by the Educational Consultant may cite published data or other copyright material, but warrants that no infringement of any third party Copyright or other Intellectual Property Rights shall be knowingly and intentionally undertaken. We comply with GDPR.
- 10.4 The Client shall carry insurance to cover the rare eventuality which results in any and all actions, demands, charges and costs (including legal costs of a solicitor) which the Client may incur as a result of or in connection with any breach of clause 10.3.
- 10.5 The Educational Consultant expressly does not warranty that any result or objective whether stated in the Agreement or not, shall be achieved, be achievable, or attained, either by the Completion date or any other date.
- 10.6 If any part of the Educational Service is performed negligently or in breach of these Terms, then at the request of the Client (and if the request is given within 3 months of the Completion Date) the Educational Consultant will re-perform the relevant part of the Educational Services, always subject to Clauses 10.7 and 10.8 below.
- 10.7 Except in the case of death or personal injury caused by the Educational Consultant's negligence, the Educational Consultant's Liability under or in connection with these Terms & Conditions whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever, shall not exceed the Fee paid to the Educational Consultant under these Terms & Conditions. The provisions of this clause, clause 10.7, does not apply to clause 10.8.
- 10.8 Neither Party shall be liable to the other Party in contract, tort negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that Party of an indirect or consequential nature including without limitation, any economic loss or other financial loss. The provisions of Clause 10.8 does not apply to clause 10.9.

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- 10.9 The Client shall indemnify and hold harmless the Educational Consultant from and against all Claims and Losses arising from loss, damage, liability injury to the Educational Consultant employees and third parties , infringement of third party intellectual property or third party losses by reason of or arising out of any information supplied by the Client to the Educational Consultant within or without the scope of these terms. [“Claims” shall mean all demands, claims, proceedings, penalty fines, and liabilities (whether criminal or civil in contract or tort or otherwise). “Losses” shall mean all losses including without limitation, financial losses , damages, legal costs and other expenses of any nature or otherwise.]
- 10.10 Each of the Parties acknowledges that in agreeing to these Terms & Conditions, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in these Terms & Conditions.

11. Termination

- 11.1 Either party may terminate these Terms & Conditions by giving 7 days written notice if the Named Educational Consultant becomes unavailable to carry out the Educational Services and the Parties cannot agree on another mutually convenient time or replacement.
- 11.2 Without prejudice to other remedies or rights, either Party may terminate these Terms & Conditions (in the manner stated in clause 11.1) with a notice period, if
- The other Party is in material breach of these Terms & conditions and agreement cannot be reached within 7 days;
 - If the other Party becomes insolvent, appoints an administrator or receiver.

12. General

- 12.1 Force Majeur : neither Party shall be liable or deemed to have breached these Terms if delays or failures in performance occur which are beyond the control of the Parties.
- 12.2 These Terms & Conditions shall not constitute or imply a Partnership or joint venture.
- 12.3 Severance : if any provision in these Terms & Conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall to the extent required be severed from these Terms & Conditions, in as far as is possible without modifying the remaining Terms, and shall not in any way affect any other provision of or validity or enforcement of these Terms.
- 12.4 Neither Party shall make any public announcement or disclose any information regarding this contract, unless both Parties agree a statement. (This does not exclude complying with laws, statutes or regulations).

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