



Supply of Services Agreement between:
School Business Services Ltd and

Between:

1. **School Business Services Ltd**, registered in England and Wales under company number 6443524 whose registered office is at School Business Services Limited, Suite 22, Discovery Court, Wallisdown Road, Poole, Dorset, BH12 5AG herein referred to as "SBS"
2. ("the Client"), whose registered office is at

Background:

The Client wishes to take and SBS wishes to provide the Services (as defined herein) on the terms set out in this agreement.

Agreed Terms

1 Interpretation

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

"Allocated Days"	a set number of days during the term as confirmed to the Client by SBS on which an allocated day/s is booked to take place, to provide in part or in full the Services remotely or on school site.
"Commencement Date"	the date for the commencement of the provision of the Services, as set out in the Schedule.
"Confidential Information"	all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives or advisers (together its Representatives) to the other party and that party's Representatives concerning any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party.
"Contract Term"	the duration of this agreement as defined in clause 3.1.
"Data Protection Laws"	Means all Applicable Law relating to the processing, privacy and/or use of Personal Data, as applicable to either party, including: (a) the GDPR; (b) the Data Protection Act 2018; (c) any laws which implement any such laws; (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
"Data Protection Supervisory Authority"	means any regulator, authority or body responsible for administering Data Protection Laws;
"Data Subject"	shall have the meaning given in applicable Data Protection Laws from time to time;
"End Date"	the date for the cessation of the provision of the Services, as set out in the Schedule.
"Fee"	the fee payable by the Client for the supply of the Services as set out in the Schedule.
"GDPR"	means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);
"Intellectual Property Rights"	all patents, rights to inventions, utility models, copyright and related rights, trade marks, 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.

"Personal Data"	shall have the meaning given in applicable Data Protection Laws from time to time;
"Services"	the services, supplied by SBS to the Client as set out in the Schedule and further particularised in the Specification.
"Services Specification"	any description or specification of the Services provided in writing by SBS to the Client.
"Term"	the duration between the Commencement Date and the End Date, during which the Services are to be provided.
"TUPE"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended from time to time).

1.2 The definitions and rules of interpretation in this clause apply in this agreement.

- 1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 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
- 1.2.3 a reference to **writing** or **written** includes faxes and e-mails.

2 **Provision of the Services**

- 2.1 SBS shall provide the Services to the Client on the terms and conditions of this agreement.
- 2.2 This agreement constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of SBS which is not set out or referred to in this agreement.
- 2.3 Any descriptive matter or advertising issued by SBS, and any descriptions or illustrations contained in SBS's catalogues or brochures, 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 this agreement or have any contractual force unless specifically referred to in this agreement.

3 **Duration**

- 3.1 The agreement shall come into existence on the date of execution and shall expire on the End Date ("**the Contract Term**") unless it is terminated earlier by either party in accordance with the terms of this agreement.
- 3.2 SBS shall provide the Services from the Commencement Date until the End Date, unless this agreement is terminated earlier in accordance with its terms.
- 3.3 The Contract Term may be extended by agreement in writing between the parties.

4 **Limitation of Liability**

- 4.1 Nothing in these terms and conditions shall limit SBS's liability for (a) fraud, (b) death or personal injury caused by negligence, or (c) any other liability it cannot, by law exclude.
- 4.2 Subject to 4(1), SBS shall not be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with this agreement including any losses that may result from a breach (whether deliberate or otherwise) of this agreement by SBS, its employees, agents or subcontractors. Furthermore, SBS's total liability to the Client in respect of all other losses arising under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by a breach (whether deliberate or otherwise) of this agreement by SBS, its employees, agents or subcontractors shall not exceed the sum of the charges made by SBS over the duration of this agreement.
- 4.3 Except as set out in these terms and conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.
- 4.4 For the purposes of this clause 4, the term SBS includes its independent subcontractors and suppliers.
- 4.5 This clause 4 shall survive termination of this agreement.

5 **Client's Obligations**

- 5.1 The Client shall:
 - 5.1.1 co-operate with SBS in all matters relating to the Services;
 - 5.1.2 provide SBS, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by SBS;
 - 5.1.3 provide SBS with such information and materials as SBS may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
 - 5.1.4 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;
 - 5.1.5 keep and maintain all materials, equipment, documents and other property of SBS ("**SBS Materials**") at the Client's premises in safe custody at its own risk, maintain the SBS Materials in good condition until returned to SBS, and not dispose of or use the SBS Materials other than in accordance with SBS's written instructions or authorisation.
- 5.2 If SBS's performance of any of its obligations under this agreement is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**): (a) SBS shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default; (b) SBS shall not be liable for any costs or losses

sustained or incurred by the Client arising from SBS's said suspension; and (c) the Client shall reimburse SBS on written demand for any costs or losses sustained or incurred by SBS arising directly or indirectly from the Client Default.

6 Standards

- 6.1 SBS will, in the provision of the Services, comply with all applicable laws, rules and regulations, and will exercise reasonable skill and care.
- 6.2 SBS shall use reasonable endeavours to meet any performance dates specified in the schedule to this agreement, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 6.3 SBS shall supply the Services to the Client in accordance, in all material respects, with the description of the Services that is referred to in the schedule, but may make any alteration to the Services provided the alteration does not materially affect the nature or quality of the Services, and SBS shall notify the Client in any such event.

7 Remittance and Billing

- 7.1 The Client shall pay the Fee in full, which shall be invoiced annually (or otherwise by arrangement with SBS in writing) to the Client by SBS. The Fee is payable within 30 days (or otherwise by arrangement with SBS in writing) of the date of the said invoice ("**Due Date**"). Interest shall be payable on overdue accounts (14 days after the Due Date) at the rate of 4% per annum above the prevailing Lloyds TSB Bank PLC base rate, such interest to accrue from day to day from the due date for payment until receipt by SBS for the full amount in cleared funds, whether before or after judgment. In addition, the Client shall reimburse SBS for any expenses reasonably incurred by SBS in the collection of such overdue payments.
- 7.2 Expenses incurred by SBS, which have been authorized in advance by The Client and which are supported by valid receipts shall also be charged.
- 7.3 The Fee and any other charges are exclusive of VAT.
- 7.4 A standard working day is 7 hours per day to be worked between 8am to 5pm Monday to Friday. SBS shall be entitled to charge the Client an overtime rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages in the provision of the Services outside the hours referred to in this clause. The Service Desk is available Monday to Friday, 08:00 to 17:00 (except for bank holidays and Christmas closedown). Outside of these hours, a 24 hour answer phone is available.
- 7.5 The Client shall pay all amounts due under this Agreement in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against SBS in order to justify withholding payment of any such amount in whole or in part. SBS may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by SBS to the Client.
- 7.6 The contract is deemed agreed and signed by the client upon SBS being in receipt of payment in relation to any invoices raised to the client in accordance with the work outlined in this contract.

8 Cancellation of Allocated Day/s

- 8.1 The client is required to give SBS at least 24 hours' notice for cancellation of any booked and **allocated days**. Failure to do this will incur a cancellation charge of £300 in the event that the allocated day is scheduled for half a day and £600 in the event that the allocated day is scheduled for a full day.
- 8.2 In the event that the Client wishes to change the date of an Allocated Day, the Client shall be entitled to do so, subject to clause 8.1, provided that the Allocated Day is rescheduled to take place within the same school term that the Allocated Day was originally scheduled to take place.
- 8.3 The Client shall use all its Allocated Days within the Term. Any Allocated Days not used by the Client within the Term shall be lost.

9 Suspension and Termination

- 9.1 The agreement may be suspended if SBS are unable to commence, continue or completely perform its obligations hereunder by reason of force majeure including, without limitation, fire, flood, aircraft damage, explosion, electrical failure, strikes, lock-outs, riots, civil commotion or state of national emergency, British Government action or any cause whatsoever (whether or not of similar nature to the foregoing which is not within its control provided that notice is promptly given to the Client claiming suspension and stating the event relied upon. If suspension is claimed by SBS the Client will not be liable for standard charges set out in the schedule for the period of any such suspension except in the specific cases by the Client of strikes, lock-outs, or non-payment of invoices, where the standard hours as set out in the schedule will be assumed to have been worked and will be invoiced for accordingly.
- 9.2 This agreement shall be renewable (and if renewed, the Fee may be revised by agreement between the parties) at the end of the Contract Term for a successive 12 months term unless either party gives written notice of its intention not to renew 90 days before expiration of the current term.
- 9.3 Termination of this agreement under any of the provisions hereof shall be without prejudice to the rights of the parties hereto, arising prior or as a result of, such termination.
- 9.4 Notwithstanding anything herein contained SBS shall be entitled to terminate this agreement with immediate effect by notice in writing to the Client if the Client shall commit or allow to be committed any breach of any terms of this agreement and shall fail to remedy any such breach within seven days of notice by SBS to the Client requiring remedy of the same. Any charges falling due and payable to SBS at the date of the termination shall be paid by the Client forthwith.
- 9.5 SBS may, without prejudice to any of its other rights or remedies, by notice in writing to the Client, immediately terminate this agreement if any action, application or proceeding is taken in respect of the Client for:
 - 9.5.1 a voluntary arrangement or composition or reconstruction of its debts;
 - 9.5.2 the presentation of an administration petition;
 - 9.5.3 its winding-up or dissolution;
 - 9.5.4 the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer; or

- 9.5.5 any similar action, application or proceeding in any jurisdiction to which it is subject, or it is unable to pay its debts.
- 9.6 On termination, (a) the Client shall immediately pay to SBS all outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, SBS shall submit an invoice, which shall be payable by the Client immediately on receipt; (b) the accrued rights, remedies, obligations and liabilities of SBS as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry; and (c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.
- 10 **TUPE**
- 10.1 The parties acknowledge and agree that there are no employees of the Client or any other person, firm, company or entity who are wholly or mainly assigned to the provision of the Services such that TUPE will not apply in connection with the commencement of this agreement or the commencement of the provision of the Services (in whole or in part) or the termination of this agreement or the cessation of the provision of the Services (in whole or in part) and, as such, no person(s) will transfer by virtue of TUPE or otherwise.
- 10.2 Notwithstanding clause 10.1 above, the Client undertakes to SBS to fully indemnify and keep SBS indemnified against any losses, damages, liabilities, claims, costs and expenses including fines, penalties, legal and other professional fees and expenses, suffered or incurred by SBS arising out of or in connection with any allegation or claim made by any employee, former employee, officer or worker of the Client or any other person, firm company or entity involved in the provision of the Services that they have any right or claim against SBS by virtue of TUPE and/or any allegation or claim by any such person or a representative or body (whether elected or not) in respect of any breach of Regulations 13 and/or 14 of TUPE.
- 10.3 This clause 10 shall survive termination of this agreement.
- 11 **Confidentiality**
- 11.1 The term "Confidential Information" does not include any information that:
- 11.1.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause); or
- 11.1.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party; or
- 11.1.3 was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
- 11.1.4 was known to the receiving party before the information was disclosed to it by the disclosing party; or
- 11.1.5 the parties agree in writing is not confidential or may be disclosed.
- 11.2 Each party shall keep the other party's Confidential Information confidential and shall not:
- 11.2.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this agreement; or
- 11.2.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.
- 11.3 A party may disclose Confidential Information to the extent such Confidential information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.
- 11.4 On termination of this agreement, each party shall:
- 11.4.1 return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
- 11.4.2 erase all the other party's Confidential Information from its computer systems (to the extent possible).
- 11.5 The provisions of this clause shall continue to apply after termination of this agreement.
- 12 **Intellectual Property Rights**
- 12.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by SBS.
- 13 **Solicitation**
- 13.1 If the Client shall at any time during or six (6) months from the expiry or termination of this agreement engage, employ, utilise the services of or introduce to another employer, either temporarily or permanently, directly or indirectly any person employed or subcontracted by SBS, then the Client shall pay to SBS the sum equivalent to:
- 13.1.1 25% of the relevant employee's initial annual salary with the Client (where permanently employed by the Client); or
- 13.1.2 25% of the annualised fees to be paid by the Client to the contractor/personnel under the new engagement (where engaged on a contract rate by the Client); or
- 13.1.3 £15,500.00, where details of the initial annual salary or contract fee rate (as applicable) are withheld by the Client.
- 13.2 Section 20.1b of SBS employee contracts state that SBS employees cannot work for any customer providing the same service/work which they provided to the customer whilst with SBS
- 14 **Data Protection**
- 14.1 The parties agree that they shall, at all times, comply with all Data Protection Laws in connection with the processing of Personal Data as outlined in the Data Processing Agreement, and specifically agree that:
- 14.1.1 Each party will comply with the data protection principles in connection with the processing of Personal Data;

- 14.1.2 Should any data breach (as defined within the Data Protection Laws) occur, SBS will notify the Client as soon as possible and within 24 hours of becoming aware of the breach. Where possible, SBS will provide full details of the breach;
- 14.1.3 All Personal Data retained by SBS will be kept secure using appropriate measures to prevent unauthorised individuals from accessing that data accidentally or deliberately. These measures will be maintained and monitored to ensure ongoing security;
- 14.1.4 Personal Data shall be kept for no longer than is necessary and destroyed securely;
- 14.1.5 Personal Data should be limited to authorised personnel only and should not be shared with third parties unless we have a reason to do so (as set by Data Protection Laws);
- 14.1.6 Processing of Personal Data should not be sub-contracted to another third party without consent from the Client;
- 14.1.7 SBS shall provide the Client with any information and assistance required in order to comply with Data Protection Laws. Including providing information in order to fulfil requests for information and in order for the Client to evidence they are meeting legal requirements.
- 14.1.8 The Client also grants SBS and its Affiliates a non-exclusive, perpetual, worldwide, royalty-free, right and license to compile and use client data, strictly in order to research, develop, modify, improve or support the services provided by SBS. SBS may also use data in an anonymous or aggregated form where no such information could directly identify or will reasonably be used to identify the Client, or individuals associated with the Client for benchmarking purposes. In no event shall SBS sell Customer Data to third parties for any marketing or advertising purposes whatsoever

15 **General**

- 15.1 The Client is aware and accepts that SBS is entitled to seek, apply for and accept contracts to supply services to other parties during Contract Term, provided that it does not compromise SBS's ability to deliver the Services to the Client.
- 15.2 The agreement may only be varied by the parties' written and signed agreement to vary it.
- 15.3 This agreement, and any dispute or claim arising out of or in connection with it shall be governed by the law of England and Wales, whose courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.
- 15.4 The rights of the Client hereunder shall not be assigned without the prior consent of SBS.
- 15.5 SBS may at any time assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this agreement.
- 15.6 In this agreement the term "The Client" includes its direct and indirect subsidiaries, its intermediate and ultimate holding companies and the direct and indirect subsidiaries of such holding companies worldwide.
- 15.7 The Client acknowledges and accepts that it is not guaranteed that any particular individual will perform the Services, as SBS utilises a bank of staff to carry out the Services.
- 15.8 Except as provided for in this agreement, a party who is not a party to this agreement has no rights under the Contracts (Rights of third Parties) Act 1999 and no rights or benefits expressly or impliedly conferred by this agreement shall be enforceable under that Act against the parties to it by any other person.
- 15.9 Any notice required to be given hereunder shall be sent by pre-paid registered or recorded delivery post sent to the party to whom it is addressed at their last known address or place of business and shall be deemed to be served on the day following or if that day be a Sunday the second day following that upon which it shall be shown to have been posted.
- 15.10 Severance:
 - 15.10.1 If a court or any other competent authority finds that any provision of this agreement (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 this agreement shall not be affected.
 - 15.10.2 If any invalid, unenforceable or illegal provision of this agreement 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.
- 15.11 No partnership: Nothing in this agreement 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.
- 15.12 Waiver:
 - 15.12.1 A waiver of any right under this agreement 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 this agreement 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.
 - 15.12.2 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

SCHEDULE

Service:

Contract Number:

PO Number:

Contract Start Date:

Contract End Date

Total Contract Fee (£):

Details:

Billing Schedule:

Date Invoice 1:

Fee Invoice 1 (£):

Date Invoice 2:

Fee Invoice 2 (£):

Date Invoice 3:

Fee Invoice 3 (£):

Date Invoice 4:

Fee Invoice 4 (£):

Date Invoice 5:

Fee Invoice 5 (£):



SIGNED by CONNOR WILSON, HEAD OF SALES

On behalf of **SCHOOL BUSINESS SERVICES LIMITED**

Date

Signed by

Date

Print

For and on behalf of