



Terms and Conditions

Award-Winning Software



Secure, Accredited, GDPR Compliant



TERMS AND CONDITIONS

BACKGROUND:

STAT Solutions Ltd T/A ASSET for Virtual Schools (the “Service Provider”) provides Electronic Personal Education Plans, Attendance Monitoring Services for Children in Care and Children on Child Protection and Children in Need Plans, Information Management System, and ASSET Analytics services to business clients. ASSET for Virtual Schools has reasonable skill, knowledge and experience in that field. These Terms and Conditions shall apply to the provision of services by the Service Provider to its clients.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agreement”	means the agreement entered into by ASSET for Virtual Schools and the Client incorporating these Terms and Conditions (or a variation thereof agreed upon by both Parties) which shall govern the provision of the Services;
“Business Day”	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the United Kingdom;
“Client” / “Local Authority”	means the party procuring the Services from ASSET for Virtual Schools who shall be identified in the Agreement;
“Commencement Date”	means the date on which provision of the Services will commence, as defined in the Agreement;
“Confidential Information”	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
“Data Protection Legislation”	means 1) unless and until EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations, and secondary legislation (Data Protection Act 2018), in the UK and subsequently 2) any legislation which succeeds the GDPR;
“Fees”	means any and all sums due under the Agreement from the Client to ASSET for Virtual Schools, as specified in the Agreement;

“Programme”	means a schedule for the provision of the Services, which shall set out relevant dates and times for the Services as set out in the Agreement;
“Project”	means the ASSET for Virtual Schools project in relation to which the Service Provider is to provide the Services, as fully described in the Agreement;
“Services”	means the services to be provided by ASSET for Virtual Schools to the Client in accordance with Clause 2 of the Agreement, as fully defined in the Agreement, and subject to the terms and conditions of the Agreement;
“Specified Contractor”	means a third party consultant or contractor appointed in accordance with ASSET for Virtual Schools as identified in the Programme; and
“Term”	means the term of the Agreement as defined therein.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time;
 - 1.2.4 a Clause or paragraph is a reference to a Clause of these Terms and Conditions;
 - 1.2.5 a “Party” or the “Parties” refer to the parties to the Agreement.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.

2. Provision of the Services

- 2.1 With effect from the Commencement Date, ASSET for Virtual Schools shall, throughout the Term of the Agreement, provide the Services to the Client.
- 2.2 ASSET for Virtual Schools shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the Education sector in the United Kingdom.
- 2.3 ASSET for Virtual Schools shall act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the specification of Services provided in the Agreement.

- 2.4 ASSET for Virtual Schools shall be responsible for ensuring that it complies with all statutes, regulations, bylaws, standards, codes of conduct and any other rules relevant to the provision of the Services.
- 2.5 ASSET for Virtual Schools shall keep the Client informed of all activities related to the Project by means of regular reports, supplied to the Client at regular intervals to be defined in the Agreement.
- 2.6 ASSET for Virtual Schools shall upon the signing of the Agreement prepare and submit to the Client a Programme which shall set out relevant dates and times for the Services.
- 2.7 ASSET for Virtual Schools shall use all reasonable endeavours to accommodate any reasonable changes in the Programme that may be requested by the Client, subject to the Client's acceptance of any related reasonable changes to the Fees that may be due as a result of such changes.
- 2.8 ASSET for Virtual Schools may, in relation to certain specified matters related to the Services, act on the Client's behalf. Such matters shall not be set out in the Agreement but shall be agreed between the Parties as they arise from time to time.

3. Client's Obligations

- 3.1 The Client shall use all reasonable endeavours to provide all pertinent information to ASSET for Virtual Schools that is necessary for ASSET for Virtual Schools' provision of the Services. Such information shall include, but not necessarily be limited to, that pertaining to the priorities of the Project and the Project timetable.
- 3.2 The Client shall, within an agreed time of receiving a Programme from ASSET for Virtual Schools, inform the ASSET for Virtual Schools in writing either of the Client's acceptance or shall submit, with detailed reasons, its reasons for non-acceptance including proposed changes.
- 3.3 The Client may, from time to time, issue reasonable instructions to the ASSET for Virtual Schools in relation to the ASSET for Virtual Schools' provision of the Services. Any such instructions should be compatible with the specification of the Services provided in the Agreement.
- 3.4 In the event that ASSET for Virtual Schools Provider requires the decision, approval, consent or any other communication from the Client in order to continue with the provision of the Services or any part thereof at any time, the Client shall provide the same in a reasonable and timely manner.
- 3.5 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, it shall be the Client's responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof).
- 3.6 If the nature of the Services requires that ASSET for Virtual Schools has access to the Client's premises or any other location, access to which is lawfully controlled by the Client, the Client shall ensure that ASSET for Virtual Schools has access to the same at the times to be agreed between ASSET for Virtual Schools and the Client as required.

- 3.7 Any delay in the provision of the Services resulting from the Client's failure or delay in complying with any of the provisions of Clause 3 of the Agreement shall not be the responsibility or fault of ASSET for Virtual Schools

4. Appointment of Third-Party Consultants and Contractors

- 4.1 The Client may, from time to time, appoint such other third-party consultants and contractors as required to perform other services necessary for the Project. ASSET for Virtual Schools' involvement in such appointments shall not be required except if the services provided by such third parties are likely at any time to duplicate, overlap, or in any other manner interfere with the Services provided by ASSET for Virtual Schools.
- 4.2 All third party consultants and contractors appointed to the Project shall be required to cooperate fully with ASSET for Virtual Schools and to promptly provide all such information reasonably required by ASSET for Virtual Schools to enable ASSET for Virtual Schools to provide the Services and comply with the Agreement.
- 4.3 ASSET for Virtual Schools shall be required to cooperate fully with all third party consultants and contractors appointed to the Project and to promptly provide all such information reasonably required by any such consultants and contractors to enable them to provide the relevant agreed services to the Client in compliance with all relevant agreements.
- 4.4 ASSET for Virtual Schools may, from time to time, identify certain parts of the Project which require the services of a third-party specialist. In such cases, ASSET for Virtual Schools shall inform the Client of the need for such a specialist and it shall be the Client's responsibility to appoint and contract with the specialist. ASSET for Virtual Schools shall not be a party to any such contracts.
- 4.5 The Client shall keep ASSET for Virtual Schools fully informed of all third-party consultants and contractors appointed to the Project and shall provide information about any 3rd party involved within the scope of the contract.

5. Fees, Payment and Records

- 5.1 The Client shall pay the Fees to ASSET for Virtual Schools in accordance with the provisions of the Agreement.
- 5.2 ASSET for Virtual Schools shall invoice the Client for Fees due in accordance with the provisions of the Agreement.
- 5.3 All payments required to be made pursuant to the Agreement by either Party shall be made within 28 Business Days of receipt by that Party of the relevant invoice.
- 5.4 All payments required to be made pursuant to the Agreement by either Party shall be made in Pound Sterling in cleared funds to such bank in the United Kingdom as the receiving Party may from time to time nominate
- 5.5 Where any payment pursuant to the Agreement is required to be made on a day

that is not a Business Day, it may be made on the next following Business Day.

- 5.6 Without prejudice to sub-Clause 10.4.1 of the Agreement, any sums which remain unpaid following the expiry of the period set out in sub-Clause 5.3 of the Agreement shall incur interest daily at 0.1% above the base rate of the Bank of England from time to time until payment is made in full of any such outstanding sums.
- 5.7 Each Party shall:
 - 5.7.1 keep, or procure that there are kept, such records and books of account as are necessary to enable the amount of any sums payable pursuant to the Agreement to be accurately calculated;
 - 5.7.2 at the reasonable request of the other Party, allow that Party or its agent to inspect those records and books of account and, to the extent that they relate to the calculation of those sums, to make copies of them; and
 - 5.7.3 within 30 days after the end of each year, obtain at its own expense and supply to the other Party an auditors' certificate as to the accuracy of the sums paid by that Party pursuant to the Agreement during that year.

6. Liability, Indemnity and Insurance

- 6.1 ASSET for Virtual Schools shall ensure that it has in place at all times suitable and valid insurance that shall include public liability insurance.
- 6.2 In the event that ASSET for Virtual Schools fails to perform the Services with reasonable care and skill, it shall carry out all necessary remedial action at no additional cost to the Client.
- 6.3 ASSET for Virtual Schools' total liability for any loss or damage in respect of any individual occurrence or a series thereof arising out of any one event shall be limited either to the sum defined therein or to the net contribution calculated in accordance with sub-Clause 6.4 of the Agreement, which whichever is the smaller sum.
- 6.4 The net contribution referred to in sub-Clause 6.3 shall be calculated based on what is deemed just and equitable for ASSET for Virtual Schools to pay taking into account ASSET for Virtual Schools' responsibility for the loss or damage in question and comparing that responsibility with that of all other third parties providing services for the Project for the same loss or damage. The net contribution shall be assessed on the following assumptions:
 - 6.4.1 that such third parties have provided to the Client contractual undertakings which are no less onerous than those under the Agreement with ASSET for Virtual Schools with respect to liability for such loss or damage;
 - 6.4.2 that there are no exclusions or limitations of liability nor joint insurance or co-insurance provisions between the Client and any such third party; and
 - 6.4.3 that such third parties are deemed to have paid to the Client such sums as it would be just and equitable for them to pay to have regard to the extent of their responsibility for the loss or damage in question.



- 6.5 ASSET for Virtual Schools shall not be liable for any loss or damage suffered by the Client that results from the Client's failure to follow any instructions given by ASSET for Virtual Schools.
- 6.6 Nothing in the Agreement shall limit or exclude ASSET for Virtual Schools' liability for death or personal injury.
- 6.7 The Client shall indemnify ASSET for Virtual Schools against any costs, liability, damages, loss, claims or proceedings arising from loss or damage to any equipment (including that belonging to any third parties appointed by ASSET for Virtual Schools) caused by the Client or its agents or employees.
- 6.8 Neither Party shall be liable to the other or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of that Party's obligations if the delay or failure is due to any cause beyond that Party's reasonable control.

7. Guarantee

- 7.1 If any defects in the product of the Services appear during the guarantee period set out in the Agreement ASSET for Virtual Schools Provider shall rectify any and all such defects at no cost to the Client.

8. Force Majeure

- 8.1 No Party to the Agreement will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.
- 8.2 In the event that a Party to the Agreement cannot perform their obligations thereunder as a result of force majeure for a continuous period of 30 Days, the other Party may at its discretion terminate the Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services provided up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Agreement.

9. Term and Termination

- 9.1 The Agreement shall come into force on the agreed commencement date and shall continue for an agreed Term from that date, subject to the provisions of Clause 10 of the Agreement.
- 9.2 Either Party shall have the right, exercisable by giving not less than 30 days' written notice to the other at any time prior to the expiry of the term specified in sub-Clause 10.1 of the Agreement (or any further period for which the Agreement has been extended) to extend the Agreement for a further period.
- 9.3 Either Party may terminate the Agreement by giving to the other not less than

30 D written notice, to expire on or at any time after the minimum term of the Agreement (which shall be defined in the Agreement).

- 9.4 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:
- 9.4.1 any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within 30 Business Days of the due date for payment;
 - 9.4.2 the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 30 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - 9.4.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
 - 9.4.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 9.4.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or reconstruction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);
 - 9.4.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
 - 9.4.7 that other Party ceases, or threatens to cease, to carry on business; or
 - 9.4.8 control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of Clause 10, “control” and “connected persons” shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 9.5 For the purposes of sub-Clause 10.4.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 9.6 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

10. Effects of Termination

Upon the termination of the Agreement for any reason:

- 10.1 any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;
- 10.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;
- 10.3 termination shall not affect or prejudice any right to damages or other remedy

which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which exists at or before the date of termination;

- 10.4 subject, as provided in Clause 11 of the Agreement and except in respect of any accrued rights neither Party, shall be under any further obligation to the other; and
- 10.5 each Party shall (except to the extent referred to in Clause 8 of the Agreement) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

11. Data Protection

- 12.1 All personal information that ASSET for Virtual Schools may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Client's rights under the GDPR. From 31st December 2020, ASSET for Virtual Schools will collect, process and hold data in accordance with the new UK-GDPR legislation aligned with the end of the transition period of the Departure of the European Union.
- 12.2 For complete details of the ASSET for Virtual Schools' collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Client's rights and how to exercise them, and personal data sharing (where applicable), please refer to ASSET for Virtual Schools' Privacy Notice available from <https://www.assetforschools.com/website/privacy-policy>

12. Data Processing

- 13.1 In this Clause 13 and in the Agreement, "personal data", "data subject", "data controller", "data processor", and "personal data breach" shall have the meaning defined in Article 4, EU Regulation 2016/679 General Data Protection Regulation ("GDPR").
- 12.2 Both Parties shall comply with all applicable data protection requirements set out in the Data Protection Legislation. Neither this Clause 13 nor the Agreement shall relieve either Party of any obligations set out in the Data Protection Legislation and shall not remove or replace any of those obligations.
- 12.3 For the purposes of the Data Protection Legislation and for this Clause 13 and the Agreement, ASSET for Virtual Schools is the "Data Processor" and the Client is the "Data Controller".
- 12.4 The type(s) of personal data, the scope, nature and purpose of the processing, and the duration of the processing shall be set out in a Schedule to the Agreement.
- 12.5 The Data Controller shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Data Processor for the purposes described in the Agreement and the Schedule to the Agreement.

- 12.6 The Data Processor shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under these Terms and Conditions and the Agreement:
- 12.6.1 Process the personal data only on the written instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by law. The Data Processor shall promptly notify the Data Controller of such processing unless prohibited from doing so by law.
 - 12.6.2 Ensure that it has in place suitable technical and organisational measures (as approved by the Data Controller) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures. Measures to be taken shall be agreed upon between the Data Controller and the Data Processor and set out in the Schedule to the Agreement.
 - 12.6.3 Ensure that all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential; and
 - 12.6.4 Not transfer any personal data outside of the European Economic Area without the prior written consent of the Data Controller and only if the following conditions are satisfied:
 - 12.6.4.1 The Data Controller and/or the Data Processor has/have provided suitable safeguards for the transfer of personal data;
 - 12.6.4.2 Affected data subjects have enforceable rights and effective legal remedies;
 - 12.6.4.3 The Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to all personal data so transferred; and
 - 12.6.4.4 The Data Processor complies with all reasonable instructions given in advance by the Data Controller concerning the processing of personal data.
 - 12.6.5 Assist the Data Controller at the Data Controller's cost, in responding to all requests from data subjects in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);
 - 12.6.6 Notify the Data Controller without undue delay of a personal data breach;
 - 12.6.7 On the Data Controller's written instruction, delete (or otherwise dispose of) or return all personal data and all copies thereof to the Data Controller on termination of the Agreement unless it is required to retain any of the personal data by law; and
 - 12.6.8 Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to

demonstrate compliance with the Agreement and to allow for audits by the Data Controller and/or any party designated by the Data Controller.

- 12.7 The Data Processor shall not sub-contract any of its obligations concerning the processing of personal data under the Agreement.
- 12.8 Either Party may, at any time, and on at least 30 days' notice, alter the data protection provisions of the Agreement, replacing them with any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply when replaced by attachment to the Agreement.

13. No Waiver

No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

14. Further Assurance

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.

15. Costs

Subject to any provisions to the contrary each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement.

16. Set-Off

Neither Party shall be entitled to set off any sums in any manner from payments due nor sums received in respect of any claim under the Agreement or any other agreement at any time.

17. Assignment and Sub-Contracting

- 17.1 The Agreement shall be personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.
- 17.2 ASSET for Virtual Schools shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of ASSET for Virtual Schools.

18. Time

- 18.1 All times and dates referred to in the Agreement shall be of the essence of the Agreement.

19. Relationship of the Parties

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

20. Non-Solicitation

20.1 Neither Party shall, for the term of the Agreement and for a period of 30 days after its termination or expiry, employ or contract the services of any person who is nor was employed or otherwise engaged by the other Party at any time in relation to the Agreement.

20.2 Neither Party shall, for the term of the Agreement and for a period of 30 days after its termination or expiry, solicit or entice away from the other Party any customer or client where any such solicitation or enticement would cause damage to the business of that Party.

21. Third-Party Rights

21.1 No part of the Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

21.2 Subject to Clause 22 of the Agreement, the Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

22. Notices

22.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

22.2 Notices shall be deemed to have been duly given:

22.2.1 when delivered, if delivered by courier or other messengers (including registered mail) during normal business hours of the recipient; or

22.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

22.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

22.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case, notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

23. Entire Agreement

23.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

23.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

24. Counterparts

The Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

25. Severability

In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

26. Dispute Resolution

- 26.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.
- 26.2 The seat of the arbitration under sub-Clause 27.3 of the Agreement shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.
- 26.3 Nothing in Clause 27 of the Agreement shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 26.4 The decision and outcome of the final method of dispute resolution under Clause 27 of the Agreement shall be final and binding on both Parties.

27. Law and Jurisdiction

- 27.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed following, the laws of England and Wales.

Subject to the provisions of Clause 27 of the Agreement, any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

28. Prevention of Corruption and Bribery

ASSET for Virtual Schools has a strict anti-bribery and corruption policy in line with the Bribery Act (2010). A bribe is defined as: giving someone a financial or other advantage to encourage that person to perform their functions or activities improperly or to reward that person for having already done so.

If you bribe (or attempt to bribe) another person, intending either to obtain or retain business for ASSET for Virtual Schools or to obtain or retain an advantage in the conduct of ASSET for Virtual Schools' business this will be considered gross

misconduct. Similarly accepting or allowing another person to accept a bribe will be considered gross misconduct. In these circumstances, you will be subject to formal investigation under ASSET for Virtual Schools' disciplinary procedures, and disciplinary action up to and including dismissal may be applied.

29. **Discrimination and Equal Opportunities**

29.1 ASSET for Virtual Schools is committed to ensuring equal opportunities, fairness of treatment, dignity, work-life balance and the elimination of all forms of discrimination in the workplace for all staff, job applicants and interested parties.

As an employer, we aim to create a working environment in which all individuals are able to make the best use of their skills, free from discrimination or harassment, and in which all decisions are based on merit.

The organisation has created this statement as a means of helping to achieve these aims. ASSET for Virtual Schools will provide a working environment in which people feel comfortable and confident they will be treated with dignity and respect.

We do not tolerate direct or indirect discrimination, harassment or victimisation in the working environment.

We strongly oppose the following:

- Discriminating against a person based on their ethnicity, beliefs, religion, culture, sexuality, income status, disability, pregnancy or maternity, health or age;
- Bullying;
- Harassment, both physical and verbal;
- Racism, even when there is no intention to offend;
- The use of racist gestures;
- Racially stereotyping

Any employee, volunteer or intern found to be **committing** any of the above offences will be subject to a disciplinary process and review with the Director and/or the Assistant Manager. Further action may be taken if such behaviour continues, including possible termination.

30. **Health and Safety**

30.1 This statement sets out Stat ASSET for Virtual Schools' responsibility for the Health, Safety and Welfare of employees, interns, volunteers, clients, contractors, visitors and members of the general public. We ensure that ASSET for Virtual Schools has measures to comply with the requirements of the Health and Safety at Work Act 1974.

Our Health and Safety policy is intended to promote the following:

- A safe place of work and safe access to and from the workplace.
- A healthy working environment without risks to health.
- Provision of adequate welfare facilities.
- Provision of training to enable all employees to contribute to their safety at work and that of their colleagues.
- Ensuring equipment is safe.
- Ensuring that safe systems of work are set and followed.
- Safe arrangement for the use, handling, storage and transport of articles, materials and substances.
- The 'no smoking' signs, fire exit routes and health and safety posters are displayed in compliance with the relevant regulations.

31. The Contracts (Rights of Third Parties) Act 1999

No person who is not involved in the Contract either the Local Authority, ASSET for Virtual Schools or any potential third parties shall have any right to enforce the terms of the Contract, which expressly or by implication, confers a benefit on him without the prior agreement in writing of both Local Authorities and ASSET for Virtual Schools.

The effects of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract.

32. Human Rights

ASSET for Virtual Schools is fully compliant with the Human Rights Act 1998, we will continue in compliance if/when there are any changes to the legislation.

33. Intellectual Property Rights

33.1 The Company is committed to a high level of legal and ethical standards in the conduct of our business. It is the policy of the Company to compete fairly in the marketplace. This commitment to fairness includes respecting the intellectual property rights of our suppliers, customers, business partners, competitors, and others, including original equipment manufacturers and other independent service organizations. No Company employee, independent contractor, or agent should steal or misuse the intellectual property rights owned or maintained by another.

33.2 The purpose of this Policy is to help maintain the Company's reputation as a fair competitor, ensure the integrity of the competitive marketplace in intellectual property, and comply with the laws regulating intellectual property and industrial espionage.

33.3 This Policy applies to all employees, independent contractors, agents, officers, and directors of the Company, its subsidiaries, business units, partnerships, and joint ventures where the Company has a majority ownership position or exercises management control.



33.4 The Company is committed to protecting its intellectual property, such as information, processes, and technology, from infringement by others. The Company's informational tools are available at our disposal because of significant investments of time and Company funds. If our intellectual property is not properly protected, it becomes available to others who have not made similar investments. This would cause us to lose our competitive advantage and compromise our ability to provide unique services to our customers.

The Company's intellectual property includes confidential Company business information, trade secret technology (such as computer software and systems and know-how related to them), patented inventions and processes, trademarks and service marks, trade dress, and copyrighted works. It is the responsibility of every Company employee to help protect Company intellectual property. It is the responsibility of Company managers and supervisors to foster and maintain awareness of the importance of protecting the Company's intellectual property.

33.5 The Company also is committed to respecting the intellectual property of others. The rules with respect to intellectual property, including misappropriation of business information and trade secrets (e.g., computer systems, software, and related knowhow) and infringement of patents, trademarks and service marks, trade dress, and copyrights, are complex, so you should seek expert advice from the Company's attorneys to address specific issues that arise concerning our business. In many instances, the Company's attorneys can perform searches for pre-existing patents, trademarks or service marks, or copyrights and help you avoid infringing conduct. Company attorneys also can evaluate business information to help you avoid infringing conduct.

While collecting data on the Company's competitors, you are to use legal, and ethical resources to prevent the tainting of Company operations with the improper introduction of the proprietary information of third parties. Substantial civil and criminal penalties may be levied against you and the Company for misappropriation of trade secrets that are avoidable through compliance with the Company's policies and consultation with the Company's attorneys.

It is not improper to accumulate information concerning competitors, and it is generally not unethical or illegal to make use of the information as part of our business. Indeed, the Company or any other business could hardly go on without being able to use the information it has developed regarding its competitors in order to analyse the marketplace and make informed business decisions. But care must be taken by all Company employees, independent contractors, and agents to utilize only legitimate resources to collect information concerning competitors and to avoid those actions which are illegal, unethical, or which could cause embarrassment to the Company. When a situation is unclear, employees, independent contractors, and agents should consult with Company management. Company management may in its discretion wish



to further consult with the Company's attorneys.

Company employees, independent contractors, and agents having confidential information from a former employer may be bound by a nondisclosure obligation to the former employer. The Company expects employees, independent contractors, and agents to fulfil this obligation. Company employees, independent contractors, and agents should refrain from giving their fellow employees, independent contractors, or agents or from using in the Company's business any confidential information belonging to any former employers. The Company does expect its employees, independent contractors, and agents to use all information, which is generally known and used by persons of their training and experience and all information, which is generally known in the industry.

33.6 The following are examples of the types of activities that might constitute a violation of the laws protecting intellectual property or the Company's policies. If you encounter a similar situation, you are encouraged to contact Company management for assistance.

33.7 Copyright Infringement:

- 33.7.1 Installing computer software on more than one computer system without a proper license.
- 33.7.2 Making or maintaining additional copies of computer software, including providing such copies to customers, without a proper license.
- 33.7.3 Copying a third-party's documentation, technical manuals, or user manuals without permission.
- 33.7.4 Downloading information from a subscription database without permission.

33.8 Trademark, Patent, or Trade Dress Infringement:

- 33.8.1 Adopting or using a slogan, name, or symbol for goods or services that is confusingly similar to a slogan, name, or symbol used by another.
- 33.8.2 Making or using a process, product, or device that incorporates patented ideas or features belonging to another.
- 33.8.3 Failing to act upon notice or information that the Company may be infringing a patent belonging to another.
- 33.8.4 Using an overall look or design that is confusingly similar to the overall look or design of another's product or service, and confusing the minds of consumers as to who is the source of the product or service.



33.9 Trade Secret Infringement:

- 33.9.1 Disclosing to others any information received in confidence from or protected from disclosure by a supplier, contractor, customer, or other third parties.
- 33.9.2 Stealing, soliciting or using the trade-secret information of another without written permission from the owner of the information. Do not directly or indirectly solicit, obtain, or use trade-secret information belonging to others from job applicants, new or existing company employees, independent contractors, agents, original equipment manufacturers, suppliers, vendors, customers, or other third parties. If you become aware that any company employee, independent contractor, or agent may be using or discussing trade secrets of his or her former employer or another third party in his or her work for the company, you must consult with company management immediately.

33.10 Company Trade Secrets:

- 33.10.1 Company officers, directors, employees, independent contractors, and agents should not disclose Company proprietary or confidential information to third parties with whom the Company is doing business, such as suppliers, licensees, or consultants, except as specifically needed for the third party to perform the services or task requested. Such third parties should be provided information only on a “need to know” basis to allow them to perform the specific services or tasks requested. All disclosure of Company proprietary or confidential information may be made only after a confidentiality agreement has been entered into with the third party.

34. Environmental Requirements

ASSET for Virtual Schools is committed to minimising the environmental impact of our operations. In particular, we will achieve this through our commitment to:

- 34.11.1 comply with all relevant legislation and regulations;
- 34.11.2 regularly review the environmental impact of our activities, endeavour to reduce our overall environmental impact and prevent waste using best practice techniques;
- 34.11.3 involve employees in our environmental programme and provide necessary training to enable them to discharge their responsibilities;
- 34.11.4 sustain a programme of continual improvement in an environmental performance incorporating suitable measurement and monitoring mechanisms;
- 34.11.5 work with key suppliers to encourage them to develop environmental best practices; and
- 34.11.6 improve resource efficiency (including our use of water, energy and raw materials).

This policy is publicly available on request.

35. Freedom of Information

ASSET for Virtual Schools acknowledges that the Local Authorities are subject to the requirements of the Freedom of Information Act and shall cooperate with the Local Authority revolving around any request that affects both parties to ensure that relevant information can be disclosed. We will ensure that information is transferred to the Local Authority as soon as possible, with practical requests to be sent to the Local Authority within 2 working days and more complex requests to be sent to the Local Authority within 5 working days.

The Local Authority shall be responsible for determining at its discretion whether Confidential Information is exempt from disclosure in accordance with the legislation of the Freedom of Information Act. For no reason at all shall ASSET for Virtual Schools respond directly to any Freedom of Information requests unless asked to do so by the Local Authority.

36. Security of Confidential Information

ASSET for Virtual Schools will inform the Local Authority affected about any breaches of security in relation to confidential information. We will follow our Data Breach Policy in the event of any security breach. All breaches are recorded in our Data Breach Record log. ASSET for Virtual Schools will cooperate with any investigation by the Local Authority in regards to security breaches that contains confidential information belonging to the Local Authority.

37. Publicity, Media and Official Enquiries

Without restrictions to the Local Authority's obligations under the Freedom of Information Act, ASSET for Virtual Schools or the Local Authority shall not make any press announcements or publicise the details of the Contractual Agreement of any part in any way, the only exception is with written consent from the other party.

38. Audit, the National Audit Office and the Commissioner for Local Administration

ASSET for Virtual Schools will store and maintain for 6 years after the Contractual Agreement has been completed, or as long as specified by mutual agreement between ASSET for Virtual Schools and the Local Authority. The scope of the records stored and maintained will be discussed with the Local Authority and be included in the contractual agreement. ASSET for Virtual Schools shall on request afford officers of the National Audit Office or the Local Authority. I representatives such access to those records as may be required by the Local Authority in connection with the Contractual Agreement. If the Ombudsman shall wish to investigate the Contract then ASSET for Virtual Schools shall provide such information and cooperate fully with the investigation if required by the Ombudsman.

39. Responsibilities

Responsibilities between the Local Authority Administrators and ASSET for Virtual Schools are listed below.

The Local Authority System Administrators' Responsibilities:

- Create new accounts for users and email the credentials to the users
- Send reset password links to users who request them
- Updating schools for pupils
- Updating contacts for pupils such as Social Workers, Social Worker Managers, Independent Review Officers, Designated Teachers, Virtual School Office etc.
- Updating all modules in PEP for Success (Basic Info, Data, Pupil Voice, SEND, Meeting, Targets and Actions, QA & Sign Off)
- Creating New Schools
- Set Permissions for Users

ASSET for Virtual Schools' Responsibilities:

- Bulk account creation prior to Go-Live date
- Data Migration from the previous provider
- Resolving technical issues with the software and liaising with clients
- Providing Training to members of the Virtual school team, Designated Teachers, IRO if requested.
- Providing bespoke system
- Respond to requests via telephone, email and live chat
- Create new guidance and training videos for reports
- Global export for migration to another provider upon close of the contract

40. Contract Period

The contract period starts on _____ for a period of ____ years until _____.

41. Sub-contracting

ASSET for Virtual Schools shall not sub-contract in any way of the contract without prior approval from the Local Authority. Any use of sub-contractors or third parties will not relieve ASSET for Virtual School's obligation to fulfil the contractual agreement between parties.

42. Remedies in the event of inadequate service

When a complaint is received about the standard of the services received or about the way any services have been delivered or the performance of work conducted for the service or about the procedures used or about any other matter connected with the performance of the Contractual Agreement by the Local Authority, a senior member of staff will overview the complaint and liaise with the Local Authority until both parties are entirely satisfied. ASSET for Virtual Schools is committed to providing a satisfactory service to the Local Authority.

43. Indemnity and Insurance

ASSET for Virtual Schools shall indemnify and keep indemnified the Local Authority against claims, proceedings, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the Contractual Agreement including in respect of any death or personal injury, loss or damage to property or any financial loss arising from any advice given or omitted to be given by ASSET for Virtual Schools, or any other loss which is caused directly or indirectly by any act or omission of ASSET for Virtual Schools.

44. Termination on change of control and insolvency

The Local Authority has the right to terminate the Contractual Agreement by notice in writing with immediate effect where:

- ASSET for Virtual Schools changes control

45. Termination on Default

The Local Authority has the right to terminate the Contractual Agreement, or terminate the provision of any part of the Contractual Agreement with immediate effect, by written notice to ASSET for Virtual Schools if ASSET for Virtual Schools commits a Default and if:

- If the default is a breach of the Contractual Agreement
- If the default is not capable of any remedies
- If ASSET for Virtual Schools has not remedied the default to a satisfactory standard within the period agreed with the Local Authority

46. Break

The Local Authority shall have the right to terminate the Contractual Agreement or to terminate the provision of any part of the Contractual Agreement at any time during the contract period by giving three Months' written notice to ASSET for Virtual Schools. The Local Authority may extend the period of notice at any time before the end of the Contractual Agreement.

47. Consequences of Termination

If the Local Authority the Contractual Agreement or terminates the provision of any part of the Contractual Agreement and then makes arrangements for an alternative provision to conduct the same Services, the Local Authority shall be entitled to recover from ASSET for Virtual Schools the cost of making those alternative arrangements and any expenditure incurred by the Local Authority throughout the remainder of the Contractual Period. Where the Contractual Agreement is terminated, no further payments shall be payable by the Local Authority to ASSET for Virtual Schools until the Local Authority has established the final cost of making those alternative arrangements.

48. End of Contract

Upon the end of the contract ASSET for Virtual Schools and the Local Authority will mutually agree on the retention of data; data migration; and deletion of the Local Authority. The data will be provided in the format of what the Local Authority specifies to allow them an easy transition period between ASSET for Virtual Schools and the new provider.

49. Signatory

Local Authority	On behalf of Stat Solutions Ltd
Sign: _____	Sign: _____
Name: _____	Name: _____
Address: _____	Address: _____
Tel: _____	Tel: _____
Email: _____	Email: _____
Title: _____	Title: _____
Date: _____	Date: _____

869 High Road
London
N17 8EY
Tel: 0207 183 8357

[https://
www.assetforschools.com](https://www.assetforschools.com)

COPYRIGHT © 2003-2026 Stat Solutions Ltd. All rights reserved. All materials in this document, including but not limited to logos, content, trademarks, artwork and associated imagery in this document are trademarks and/or copyright material of Stat Solutions Ltd and may not be reproduced, distributed, transmitted, displayed, published, broadcasted or stored in any form or by any means, including, but not limited to, electronic, mechanical, photocopy, record or otherwise without the express written permission of Stat Solutions Ltd.