



## SERVICES AGREEMENT FOR THE PROVISION OF ORACY EDUCATION SERVICES

### Parties

- (1) Voice 21 Ltd incorporated and registered in England and Wales with company number 08165798 and with registered charity number 1152672 whose registered office is at 483 Green Lanes, London, England, N13 4BS (**Supplier**).
- (2) Your Organisation (**Customer**)

### BACKGROUND

- (A) Supplier is a charitable organisation in the business of providing the Services.
- (B) Customer wishes to obtain and Supplier wishes to provide the Services and Continuation Services on the terms set out in this agreement.

### Agreed terms

#### 1. Interpretation

- 1.1 The following definitions and rules of interpretation apply in this agreement:
  - 1 **Applicable Laws:** all applicable laws, statutes and regulations from time to time in force.
  - 2 **Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
  - 3 **Business Hours:** the period from 9.00 am to 5.00 pm on any Business Day.
  - 4 **Controller, Processor, data subject, personal data, personal data breach, processing:** as defined in the Data Protection Legislation.
  - 5 **Charges:** the charges for the relevant Services payable by Customer as set out in a Specific Engagement.
  - 6 **Confidential Information:** means any and all materials and information concerning the business or affairs of a party, including but not limited to products, services, contracts, business models, methods or practices, financial projections or results, know how, trade secrets, intellectual property or ideas and such other information as may be proprietary or confidential in nature or which is identified by such Party as being confidential, and which may have come to the knowledge of another Party as a result of entering into this agreement or in exploring development opportunities, and which is not in the public domain.
  - 7 **Continuation Deliverables:** any Works or other output of the Continuation Services or any Deliverables created or developed by any of the Supplier, Customer or Customer's Affiliates during the provision of the Continuation Services.
  - 8 **Continuation Services:** any services conducted by the Customer or any Customer Affiliate alone or in collaboration with Supplier to promote and endorse the Services outside of the Customer's own organisation or share the Services amongst Customer Affiliates, including but not limited to sharing the Deliverables with Customer Affiliates,



presenting Deliverables to Customer Affiliates, supporting the benchmarking of other schools and the adaptation of any Deliverables. For the avoidance of doubt promotion or endorsement of the Services shall not entail any sharing of the Deliverables with any third parties unless consented to by the Supplier in writing.

- 9 **Customer Affiliates:** means, where Customer is:
- 9a) a multi-academy trust, each individual school who is a member of that trust, or agreed before the outset of the project, and as amended in writing between the Parties from time to time;
  - 9b) a school commissioner, each individual school located in the commissioner's relevant geographical region and agreed before the outset of the project, and as amended in writing between the Parties from time to time; and
  - 9c) an individual school, any school or third party entity agreed before the outset of the project, and as amended in writing between the Parties from time to time;
- 10 **Data Protection Legislation:** means, in respect of a party, any and all applicable laws, regulations, rules or other binding instruments relating to data protection and privacy including (without limitation) the General Data Protection Regulation (2016/679) (“GDPR”) and any national laws implementing it (including the UK Data Protection Act 2018), the EU Privacy and Electronic Communications Directive 2002/58/EC and the e-Privacy Regulation (once it takes effect) as implemented in each jurisdiction, and any amending or replacement legislation from time to time and any formal guidance issued by a data protection authority.
- 11 **Deliverables:** any output, be it in hard copy or soft copy, of the Services provided either by (1) Supplier to Customer under or in relation to this agreement or (2) is obtained by Customer from the Supplier's website, which may be any documents, reports, materials, designs, drawings, performances, processes, inventions, formulae, computer coding, computer programs, methodologies, any documents or materials (including electronic materials) containing Confidential Information, know how or trade secrets or other work, and any other documents, products and materials in any form, format or medium provided by Supplier to Customer in relation to the same or created jointly by the parties during the Continuation Services, including but not limited to: presentations, resources, webinars and other recorded or live video content, case studies, guidance on best practice, blogs, and any information or knowledge generated through discussion with Supplier on a web platform, including but not limited to email, text message and Voice 21 Exchange.
- 12 **Improvements:** has the meaning set out in clause 9.1(g).
- 13 **Intellectual Property Rights:** any and all existing and future intellectual or industrial property rights in and to any Deliverables (whether registered or unregistered), including all design rights, logos, trade marks and services marks, patents, rights to inventions, copyright and related rights (including in computer software), moral rights and contractual waivers of moral rights, rights in get-up and trade dress, business names and domain names, and all similar property rights, rights in social media accounts and to use online services, metatags, goodwill and the right to sue for passing off or unfair competition, or the style or presentation of goods or services, rights in and to protect know-how, Confidential Information and trade secrets and any and all applications protection, renewal or extension for any of the foregoing, including applications and rights, anywhere



in the world, and any and all rights to apply for any of the foregoing in and to any Deliverables.

- 14 **Key Contact:** a teacher or member of staff who [shall act primary point of contact for Supplier in providing the Services;
- 15 **Services:** those oracy education services set out in Schedule 1 and more specifically identified in a Specific Engagement.
- 16 **Specific Engagement:** a specific engagement to provide the Services and/or Continuation Services comprising the registration form completed by Customer and agreed to by Supplier and any relevant related correspondence concerning the same.
- 17 **Term:** has the meaning given to it in clause 2.1.
- 18 **Works:** means any materials, documents, operational information, including but not limited to marketing, research techniques, teaching methods, trade secrets, data base information, know-how, methodologies, formulas, models, compositions, processes, improvements, devices, inventions, discoveries, concepts, ideas, designs, sketches, photographs, graphs, drawings, notes, samples, past, current and planned research and development, systems, structures and architectures and related processes.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.

## 2. Commencement and duration

- 2.1 This agreement shall commence on the date of this agreement and shall continue in perpetuity for as long as Services and/or Continuation Services are provided, unless terminated earlier in accordance with 14 (Termination), (the **Term**).
- 2.2 Supplier shall provide the Services from a date and at the times set out in the Specific Engagement.

## 3. Supplier's responsibilities

- 3.1 Supplier shall use reasonable endeavours to deliver the Services. Notwithstanding this clause 3.1 any dates and times stated in the Specific Engagement shall be estimates only and time for performance by Supplier shall not be of the essence of this agreement.
- 3.2 Customer acknowledges and agrees that Supplier may, from time to time, engage the services of and work with certain third parties to deliver the Services. Supplier will use reasonable endeavours to monitor, manage and supervise those third parties.

## 4. Customer's obligations

- 4.1 Customer shall:



- (a) identify and provide the contact details of a Key Contact;
- (b) co-operate with Supplier in all matters relating to the Services and/or Continuation Services;
- (c) (where applicable) inform Supplier of all health and safety, safeguarding and security requirements that apply at any of Customer's premises;
- (d) (where applicable) provide a suitable space for the delivery of Services and/or Continuation Services at Customer's premises (and where applicable, where so delivered, provide adequate food and refreshments to those in attendance);
- (e) participate from time to time in case studies, surveys and media opportunities that promote the Services and/or Continuation Services; and
- (f) provide such information to Supplier as Supplier may reasonably require from time to time in relation to the Services and/or Continuation Services, including, without limitation, such information as is required in order to develop and further assess the delivery of the Services and/or Continuation Services.

4.2 If Supplier's performance of its obligations under this agreement is prevented or delayed by any act or omission of Customer, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, Supplier shall be allowed an extension of time to perform its obligations equal to the delay caused by Customer.

## 5. Obligations owed by Supplier and Customer

### 6. Each party confirms to the other that:

6.1 Safeguarding: it has policies and procedures in place to support the safeguarding, welfare and safety of all children and young people.

6.2 Insurance: appropriate insurance cover in place in respect of any applicable claims that might arise in relation to this agreement.

6.3 Quality Assurance: the parties shall review the provision and overall quality assurance of the Services and/or Continuation Services in line with continuous improvement processes and policies and best practice in the sector.

6.4 Equality, Diversity and Inclusion: have policies and practices in place to demonstrate their commitment to the EDI Objectives.

### 7. Change control

7.1 Either party may propose changes to the scope or execution of the Services and/or Continuation Services provided pursuant to the Specific Engagement but no proposed changes shall come into effect until agreement is reached in writing by Supplier and Customer.

### 8. Charges and payment

8.1 In consideration of the provision of the Services by Supplier, Customer shall pay the Charges.

8.2 Customer shall pay each invoice submitted to it by Supplier within seven days of receipt to a bank account nominated in writing by Supplier from time to time. Customer shall be invoiced no later



than a week before the commencement of the Services. Payment is to be made by BACS; full terms will be stated on the invoice along with Voice 21 Ltd bank details.

- 8.3 Customer acknowledges that no pro-rata refund is payable in relation to the Charges should Customer withdraw from this agreement or any of the Services provided thereunder or should the agreement be terminated in accordance with its terms.

## 9. Intellectual property rights

### 9.1 In relation to the Deliverables:

- (a) Supplier owns and shall retain exclusive ownership of all Intellectual Property Rights in the Deliverables whether such Deliverables are in existence prior to the date of this agreement or are developed by a Party under this agreement;
- (b) Supplier hereby grants to the Customer, a limited, non-exclusive, royalty-free, non-transferable, sub-licensable (only as permitted pursuant to clause 9.1(f)), perpetual, revocable (in accordance with clause 14) license to use the Deliverables, the Improvements or Continuation Deliverables and any Intellectual Property Rights subsisting in the same, only in the United Kingdom and in accordance with the terms of this agreement:
  - (i) strictly for non-commercial use; and
  - (ii) for the purposes only of (A) receiving and using the Services or (B) providing the Continuation Services;
- (c) Customer hereby irrevocably acknowledges and agrees that neither it nor any Customer Affiliate shall have any right, title or interest in or to the Intellectual Property Rights in the Deliverables;
- (d) Customer shall, and shall ensure that all Customer Affiliates shall:
  - (i) acknowledge the Supplier as the exclusive owner of all Intellectual Property Rights in the Deliverables;
  - (ii) retain in a legible font size and visible location on all copies of the Deliverables any acknowledgement of copyright included by the Supplier on such Deliverables; and
  - (iii) in the absence of any copyright acknowledgement included by the Supplier on Deliverables or where using extracts of the Deliverables, include at least one of the following copyright acknowledgments in a legible font size and visible location on all copies and extracts of the Deliverables:

*"Copyright © by Voice 21." or*

*"Copyright © by Voice 21. All rights to the content of this material are reserved and owned by Voice 21. Permission is granted to reproduce for personal or educational use only. Commercial copying, enhancing or selling is prohibited";*

and any breach of this clause 9.1(d) shall constitute a material breach for the purposes of clause 14.1(a);

- (e) Customer shall not, and shall ensure that Customer Affiliates shall not:
  - (i) sub-license, save as permitted pursuant to clause 9.1(f), assign or otherwise transfer the rights granted in this clause 9 or in the Deliverables;



- (ii) seek to register any right over the Deliverables or Intellectual Property Rights in the Deliverables;
  - (iii) diminish the goodwill associated with the Deliverables or the Supplier; and
  - (iv) bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief from the Intellectual Property Rights in the Deliverables;
- (f) Customer may grant to Customer Affiliates a sub-license in accordance with the terms of this agreement to use the rights granted to Customer pursuant to, and during the term of, the licence granted under clause 9.1(b) and for the purposes only of (A) promoting, advertising and publicising the Services and (B) providing and enabling the receipt of the Continuation Services. Customer acknowledges that the Supplier has the right to terminate any such sub-license with immediate effect if the Customer Affiliate sub-licensee is in material breach of the sub-license;
- (g) If any improvements, enhancements or modifications are made to the Deliverables, whether as a result of the Customer's or a Customer Affiliates' suggestion or the Supplier's initiative ("**Improvements**"), or any Continuation Deliverables are created such Improvements or Continuation Deliverables will vest and belong to the Supplier. The Customer and the Customer Affiliates shall have no rights to the Improvements or Continuation Deliverables.
- (h) To the extent that the Customer acquires any right, title or proprietary interests in and to the Deliverables, Improvements or Continuation Deliverables, the Customer hereby irrevocably assign(s) and transfers to the Supplier by way of assignment of present and future rights (to be effective in respect of future rights at the time that such rights come into existence), all Intellectual Property Rights and other rights, title and proprietary interests without limitation as to time, territory or content in and to the Deliverables, Improvements and Continuation Deliverables and any such improvements for the full term of the Intellectual Property Rights (as applicable) including all renewals, revisions and extensions thereof. To the extent that any Customer Affiliate acquires any right, title or proprietary interests in and to the Deliverables, Improvements or Continuation Deliverables, the Customer shall ensure that the relevant Customer Affiliate assigns to the Supplier all Intellectual Property Rights and other rights, title and proprietary interests without limitation as to time, territory or content in and to the Deliverables, Improvements and Continuation Deliverables and any such improvements for the full term of the Intellectual Property Rights (as applicable) including all renewals, revisions and extensions thereof; and
- (i) Customer shall, and shall ensure that all Customer Affiliates shall, at the cost of the Supplier, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, necessary and requested by the Supplier in order to ensure that the full benefit of the right, title and interest assigned and transferred to the Supplier under this agreement vests in the Supplier, including registration of the Supplier as applicant or registered proprietor of the Intellectual Property Rights assigned pursuant to clause 9.1(h) at the relevant national or supra-national intellectual property registry or office.

9.2 Customer shall, and shall ensure that all Customer Affiliates shall, immediately notify Supplier in writing if any actual, suspected or threatened infringement or any claim made or threatened that the Deliverables infringe the rights of any third party come to its attention.



## 10. Compliance with laws and policies

- 10.1 In performing its obligations under this agreement, each of Supplier and Customer shall comply with the Applicable Laws including but not limited to those relating to anti-bribery, anti-corruption and health and safety.
- 10.2 Changes to the Services and Continuation Services required as a result of changes to the Applicable Laws or the Mandatory Policies shall be agreed via the change control procedure set out in clause 7 (Change control).

## 11. Data protection

- (a) The Parties acknowledge that each Party independently determines the purposes and means of the processing of personal data (as defined under Data Protection Legislation) under or in relation to this agreement and that each Party is an independent data controller of such personal data. Each Party warrants and represents that it has complied and shall comply with the Data Protection Legislation when processing personal data under or in relation to this agreement. Neither Party shall transfer or process any such personal data outside of the European Economic Area unless such transfer is subject to the Model Clauses for transfers to (EU) controller to (Non-EU/EEA) processor pursuant to European Commission Decision 2010/87/EU (the “**Model Clauses**”) and, for the purposes of Appendix 2 to the Model Clauses, Clause 10.2(b) shall apply. The following shall apply for the purposes of Appendix 1 to the Model Clauses and Article 28(3) of the GDPR:

**Data subjects:** end users of the Services and/or Continuation Services to whom the personal data relates;

### **Categories of data:**

#### a. School Membership:

- a. name of school;
- b. school's unique reference number;
- c. public details of the school, such as what years the school teaches, number of students, number of teachers and contact details such as email address and phone number;
- d. first and last name of teachers and head teacher;
- e. names, job roles and contact details of individuals;
- f. school benchmarking information, to include self-assessment and staff survey responses
- g. data to process invoices; and
- h. aggregate and anonymised data of the students who receive Services and/or Continuation Services.

#### b. Courses/ Events:

- a. Name of attendee;
- b. Email address of attendee;



- c. information provided by the attendees on the surveys provided at the end of the courses/ events which includes feedback on the content and delivery of the oracy programmes, the attendee's objectives, feedback on the programme as a whole and the session attended. There are free text boxes within the survey, which may allow attendees to input personal data or sensitive personal data as part of their answer, however it is not the intention of the survey to obtain personal data regarding the attendee but rather of the course/ event. If, in the unlikely event, the attendee does input personal data or sensitive personal data within the free text box, it will not be identifiable to the particular attendee as the name or contact details of the attendees is not included in the survey.

**Special categories of data:** None.

**Processing operations:** collection, use, processing, retention, storage, deletion;

**Subject-matter and purpose:** the provision of the Services and/or Continuation Services; and

**Duration:** the Term of this agreement and Continuation Services;

## 12. Confidentiality

- 12.1 Each Party undertakes that it will not at any time use, divulge or communicate any Confidential Information to any person, including the contents of this agreement, except:
- (a) to employees for the purpose of exercising or performing its rights and obligations under this agreement;
  - (b) to professional representatives or advisers; or
  - (c) as may be required by law or any legal or regulatory authority,

Each Party will use reasonable endeavours to prevent the disclosure of any Confidential Information and will comply with the terms of this agreement in respect of the Confidential Information disclosed to them.

- 12.2 These obligations of confidentiality will not apply to data or information which the Party receiving the Confidential Information can demonstrate:
- (a) was known to the receiving Party prior to disclosure;
  - (b) was or becomes in the public domain through no fault of the receiving Party;
  - (c) becomes available to the receiving Party by an unconnected third party with the lawful right to make such a disclosure;
  - (d) has been independently developed or conceived by it; or
  - (e) is required to disclose by law, regulation or an order of a court.

- 12.3 Each Party may disclose the other Party's Confidential Information if, and to the extent that, it is required to do so by any governmental authority, court, relevant stock exchange or otherwise by applicable law, provided that, to the extent it is permitted to do so, it shall:
- (a) notify the other Party as soon as practicable upon becoming aware of the obligation to disclose and, to the extent that it is prevented from notifying the other Party, it shall use





commercially reasonable efforts to challenge any restriction on disclosure of the request to the other Party, which shall include applying to the court for the removal of such restriction where applicable; and

- (b) at the other Party's request, use commercially reasonable efforts (and, where applicable, in cooperation with the other Party) to avoid or limit the disclosure and obtain assurances as to the confidentiality and use of the data from the body to whom the Confidential Information is to be disclosed.

12.4 At the end of the term of this agreement or earlier on the relevant Party's request, each Party will return or, if so requested, destroy or delete any copies of the other Party's Confidential Information and any of the other Party's data in its possession or the possession of its subcontractors and certify in writing to the other Party that it has done so.

12.5 For the avoidance of doubt, the obligations set out in this clause 12 will continue to apply following termination of this agreement.

### **13. Limitation of liability**

13.1 With the exception of the Charges, no party will hold another liable for any damages, dispute or injury arising under this agreement unless caused by the negligence of an employee or agent of that party. The liability of any party in connection with this agreement will not extend to loss of business or profit or any indirect, economic or consequential damages or losses and will not exceed the limit of that party's public liability insurance. Nothing in this agreement will exclude any liability of any party for death or personal injury which arises as a result of negligence or any other liability which it is not permitted by law to exclude.

13.2 For the avoidance of doubt, Supplier accepts no responsibility or liability in respect of any third party who may assist Supplier with its delivery of the programme, including but not limited to any liability for direct or indirect loss or damage; loss of data, income, profit or opportunity; or any claim caused by a third party. For the purposes of this agreement, "third party" includes but is not limited to external evaluation organisations who may assist with monitoring and evaluation of the programme.

13.3 Without prejudice to clauses 13.1 and 13.2, the liability of Supplier under this agreement will expire 12 months following the end of the Term.

### **14. Termination**

14.1 The Customer may terminate within 14 days of purchase and receive a full refund.

14.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so (or some other period agreed between the parties from time to time);
- (b) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement; or



- (c) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

14.3 Without affecting any other right or remedy available to it, Supplier may terminate this agreement with immediate effect by giving written notice to Customer if:

- (a) Fewer than ten participants have registered for the Services on the date that is a week before the scheduled commencement of the Services, as outlined in Schedule 1
- (b) Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 5 days after being notified in writing to make such payment;
- (c) Customer is in material breach of the licence granted pursuant to clause 9.1(b) and, (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so (or some other period agreed between the parties from time to time breach);
- (d) Customer does anything which, in the reasonable opinion of Supplier is harmful to the achievement of Supplier's charitable objectives; or
- (e) subject to clauses 14.1(a), 14.1(b) and 14.2(b), Customer materially fails to perform, or negligently performs its obligations under this agreement.

## 15. Obligations on termination and survival

### 15.1 Obligations on termination or expiry

On termination or expiry of this agreement;

- (a) Customer shall immediately pay to Supplier all of Supplier's outstanding unpaid invoices and, in respect of the Services supplied but for which no invoice has been submitted, Supplier may submit an invoice, which shall be payable immediately on receipt; and
- (b) the license granted by the Supplier pursuant to clause 9.1(b), and any related sub-licences, shall automatically terminate.

### 15.2 Survival

- (a) Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
- (b) Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, 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.

## 16. Force majeure

16.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;



- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts; and
- (h) interruption or failure of utility service.

16.2 If a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly and the parties agree to negotiate in good faith any amendment or alterations to the Services and the obligations of the parties under this agreement made necessary by the Force Majeure Event.

## **17. Assignment and other dealings**

17.1 Customer shall not assign, transfer, subcontract or delegate any of its rights and obligations under this agreement.

17.2 Supplier may at any time assign, transfer or delegate, any or all of its rights under this agreement, provided that Supplier gives prior written notice to Customer.

## **18. Variation**

18.1 Subject to clause 7 (Change control), no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **19. Waiver**

19.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

19.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

## **20. Rights and remedies**

20.1 The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.



## **21. Severance**

- 21.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 21.2 If any provision or part-provision of this agreement is deemed deleted under 21.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **22. Entire agreement**

- 22.1 This agreement, including any relevant Specific Engagements, constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 22.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.

## **23. Conflict**

- 23.1 If there is an inconsistency between any of the provisions of this agreement and the provisions of the Schedules, the provisions of the Schedules shall prevail.

## **24. No partnership or agency**

- 24.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

## **25. Third party rights**

- 25.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 25.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

## **26. Notices**

- 26.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office or its principal place of business; or
  - (b) sent by email to the address specified below:
    - (i) international@voice21.org



- 26.2 Any notice [or communication] shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
  - (b) if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting; or
  - (c) if sent if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- 26.3 This clause 26 does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 27. Counterparts**
- 27.1 Where executed by way of mutual signatures, this agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 28. Governing law**
- 28.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 29. Jurisdiction**
- 29.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.
- 30. Customer as agent**
- 30.1 Where Customer enters this agreement for and on behalf of one or more principals Customer represents and warrants that Customer is doing so with the informed consent of those principals and that the principals, in addition to the Customer, shall be bound by this agreement.
- 31. Execution other than by signature**
- 31.1 This agreement may be entered into by a positive acknowledgement to that effect as part of a Specific Engagement. In those circumstances the parties agree that this agreement shall have the same force and effect as if a signature had been affixed to it by each counterparty.



### Schedule 1 – Services

The Services and/or Continuation Services include the following, as may be agreed by the parties from time to time by way of a Specific Engagement.

#### Core services

	<b>Service Provision</b>
International Oracy Leaders Programme	Unit 1: Introducing oracy - Tuesday 10th May Unit 2: Developing dialogue - Tuesday 24th May Unit 3: Self-led learning (personalised support to be arranged) Unit 4: Curriculum planning - Tuesday 14th June Unit 5: Whole-school culture - Tuesday 28th June
Continuation Services	As agreed between Supplier and Customer from time to time and as set out in the Specific Engagement