

Terms and Conditions of Programme Delivery Contract

1 Definitions and Interpretation

1.1 The following terms and expressions have the meanings set out below:

“Accommodation”	means any sleeping areas and/or dormitories used by any Young Person during any residential element of the Programme;
“Area”	means the geographical area specified in Schedule 2;
“Annual Assessment”	means the form provided by KT in the event that the Organisation is delivering Programme(s) across multiple subsequent years, to be completed on the anniversary of the date of this Agreement or, if the Organisation is a School, at the start of each academic year;
“Background IP”	means any Intellectual Property Rights, other than Foreground IP, that are used in connection with the Programme by the Party owning it or having the right to use it;
“Confidential Information”	means any information of a confidential nature in any form obtained under this Contract or relating to this Contract and shall include any information in relation to KT and/or the Programme;
“Contract Manager”	means the employee who has management responsibility for this Contract and the Programme as set out in Schedule 2 or nominated by each Party in writing from time to time;
“Control”	means as defined in section 1124 of the Corporation Tax Act 2010;
“Data Controller, Data Processor, Data Protection Officer, Data Subject, Data Subject Access Request, Personal Data, Personal Data Breach, Special Categories of Data”	has the meaning given in the UK GDPR;
“Data Protection Laws”	means the European Union (“EU”) General Data Protection Regulation 2016/679 (“GDPR”) together with all laws and regulations supplementing, amending or replacing the same in each EU Member State; (b) the GDPR as transposed into UK national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (“UK GDPR”), together with the Data Protection Act 2018 and all laws and regulations supplementing, amending or replacing the same in the UK; and (c) other applicable data protection

	or national / federal or state / provincial / emirate privacy legislation in force;
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
“DBS”	means the Disclosure and Barring Service;
“Delivery Partner Assessment”	means the due diligence questionnaire as provided by KT from time to time;
“Force Majeure Event”	means an act or event affecting the performance by a Party of its obligations hereunder arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) disaster, fire, flood, actual or threatened terrorist attack, pandemic or government restrictions on social gatherings, public health crisis;
“Foreground IP”	means any and all Intellectual Property Rights that arise or are obtained or developed for the purposes of the Programme, including those developed by KT, the Organisation, and/or any Sub-contractor, whether or not used in the Programme;
“Insolvency Event”	means the calling of any meeting of a relevant organisation’s creditors; the appointment of any receiver, administrator, or administrative receiver over all or any part of its assets or undertaking; the suspension or cessation of its business; any threat to suspend or cease its business; the presentation of a winding-up petition; the convening of a meeting to pass a winding up resolution; or entering into liquidation;
“Intellectual Property Rights”	means any and all inventions, patents, trademarks, signs or service marks, rights in designs, trade or business names (including domain names and email addresses), rights in know-how, copyrights (including rights in computer software), moral rights, database rights and topography rights, rights to use, image rights and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world for the full permitted duration of such rights and all renewals and extensions to the same (whether registered or unregistered and including applications for registration of any such thing);
“KT Brand Guidelines”	means the KT brand and marketing guidelines as provided by KT from time to time;

“KT Funder”	means any organisation providing funding to KT and/or through KT, to the Organisation, in relation to the Programme;
“KT IP Rights”	means all KT’s Intellectual Property Rights, including but not limited to The King’s Trust name and the Mark (for which KT has full rights to use and sub-license);
“Malicious Software”	means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
“Mark”	means the logo of KT (owned by The King’s Trust Group Company (14142157) for which KT has fully sub-licensable right to use and sub-license) as permitted for the Organisation’s use under the brand guidelines:
“Organisation Personnel”	means employees, contractors, volunteers or other persons engaged by the Organisation;
“Parent Information Form”	means the form provided by KT to inform Young People’s parents or guardians about how and why KT collects and processes Young People’s Personal Data and information, which the Organisation shall send to Young People’s parents or guardians if requested by KT;
“Party”	means a party to this Contract;
“Platform”	means any online communication, messaging or collaboration platforms, websites or software used in the delivery of the Programme, which shall comply with all law, statutory guidance and best practice in relation to security and Safeguarding, in accordance with clause 4.3;
“Prevent Duty”	means the duty under s26 Counter-Terrorism and Security Act 2015 to prevent people from being drawn into terrorism, including (without limitation) through online radicalisation , as set out under UK government guidance: https://www.gov.uk/government/publications/prevent-duty-guidance
“Profile Form”	means the form used by KT to collect Personal Data of the Young People, as provided by KT from time to time;
“Programme(s)”	means the programme(s) detailed in Schedule 2;
“Protective Measures”	means appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data (those measures may include, where appropriate, pseudonymising and encrypting

	the Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to the Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
“Residential Guidance”	means guidance relating to the provision of residentials during the Programme as provided by KT to the Organisation from time to time;
“Residential Standards Statement”	means the standards statement relating to the provision of residentials during the Programme as provided by KT to the Organisation from time to time;
“Review Meeting”	means a meeting between the Parties to assess the success of the Programme in accordance with clause 13;
“RIDDOR”	means the Reporting of Injuries, Diseases and Dangerous Occurrence Regulations 2013;
“Safeguarding”	means the procedures and protocols that provide Young People with protection from abuse and protect their wellbeing;
“Safeguarding Incident”	any indication or allegation (except for where manifestly false) of inappropriate behaviour by any Young Person, person employed or engaged by the Organisation or any Sub-contractor, whether as agents, consultants, volunteers, or otherwise;
“School”	means a school as set out in s51 Education Act 1997, a further education provider as set out in s2(3) Education Act 1996 and/or a further or higher education provider as governed by the Further and Higher Education Act 1992;
“Serious H&S Incident”	means any incident taking place during the Programme in which a Young Person or volunteer is involved in or suffers serious harm; requiring response from emergency services or hospitalisation, including an incident which is reportable under RIDDOR and any type of incident which is regarded as serious under guidance provided by KT;
“Specification”	means the methodology, content and details of the Programme as set out in Schedules 2, 3 and 4 and the Supporting Documents;
“Statutory Regulator”	means the Office for Standards in Education, Children’s Services and Skills; Education Scotland; Education Training Inspectorate; Estyn; Independent Schools Inspectorate; a Fire and Rescue Authority established under the Fire and Rescue Services Act 2004; the Independent Office for Police Conduct; or any other equivalent statutory regulatory body;

“Sub-contractor”	means each organisation engaged by the Organisation in accordance with clause 24 to deliver or assist with any part of the Programme, whether as agents, consultants, sub-contractors or otherwise;
“Sub-Processor”	means any third party appointed to process Personal Data on behalf of the Processor.
“Supporting Documents”	means the operational documents published by KT from time to time in any medium describing the aims and content, delivery elements, minimum standards, required policies and guidelines, required forms and additional information in respect of the Programme;
“Term”	means the period specified in Schedule 2 or such earlier period ending with the date on which this Contract is terminated under clause 20;
“Working Day”	means 9.30am to 5.00pm Monday to Friday excluding public holidays in England and Wales;
“Young Person” or “Young People”	means a participant or the participants who take part in the Programme.

1.2 In this Contract (subject to manifest contrary intention):

- 1.2.1 where there is more than one Programme provided according to the terms of this Contract (as specified in Schedule 2) every reference to ‘the Programme’ shall be a reference to each and every Programme provided in accordance with this Contract;
- 1.2.2 references to one gender include all genders; references to persons include an individual, Organisation, corporation or partnership; and references to the singular include the plural and vice versa;
- 1.2.3 references to this Contract shall include any Schedules to it and references to clauses and Schedules are to clauses of, and Schedules to, this Contract (unless the context otherwise requires); terms defined in the Schedules and not in the main body of this Contract shall have the meanings given to them in such Schedules; and the Schedules appended to this Contract are deemed to be incorporated and form part of this Contract;
- 1.2.4 headings to clauses are for reference only and not interpretation;
- 1.2.5 reference to any statute or statutory provision shall include references to it as amended, supplemented or re-enacted from time to time, and all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.6 every indicative list, or use of the words "including", “for example” or “in particular”, or any similar words or expression apply without limitation, without prejudice to the generality and shall not limit the sense of the words following those terms; and;
- 1.2.7 references to a Party shall include that Party’s successors and permitted assigns.

2 Programme Delivery

2.1 If any element of the Programme is being delivered by Organisation Personnel, the following clause 2.1 shall apply:

KT has agreed to grant a non-exclusive licence to the Organisation for the delivery of the Programme as detailed in Schedule 2 and to comply with the KT Obligations as detailed in Schedule 4 in return for the Organisation complying with its obligations under this Contract, in particular those detailed in Schedule 3 and, if applicable, Schedule 5. The Organisation has agreed to deliver the Programme during the Term (unless this Contract is earlier terminated by either Party in accordance with clause 20) and in accordance with the terms of this Contract.

2.2 If KT is delivering the Programme the following clause 2.2 shall apply:

KT shall deliver the Programme as detailed in Schedule 2 and comply with the KT Obligations as detailed in Schedule 4 in return for the Organisation complying with its obligations under this Contract, in particular those detailed in Schedule 3 and, if applicable, Schedule 5.

The following clause 2.3 applies to all Organisations:

2.3 Prior to entering into this Contract, the Organisation shall, if required by KT, have undertaken the Delivery Partner Assessment to KT's satisfaction, including completing any remediation actions required in writing by KT. If delivering Programmes for more than one subsequent year, the Organisation shall, if required, complete an Annual Assessment to the satisfaction of KT. If two years has passed since the Organisation last completed an Annual Assessment, the Organisation shall, if required, complete a further Delivery Partner Assessment.

2.4 For the avoidance of doubt, the purpose of the Delivery Partner Assessment and Self-Declaration is solely to give KT internal assurance that the Organisation is likely to be an appropriate institution with which to work. KT shall not be liable for ensuring that the Organisation complies with any legislation, and cannot and does not provide legal advice to the Organisation.

3 Health and Safety

3.1 The Organisation shall comply with all laws applicable to health and safety (referred to in this clause 3 as the "H&S Legislation") in relation to this Contract and the delivery of the Programme. For the avoidance of doubt, KT shall have no liability whatsoever for the discharge of the obligations of the Organisation or any Sub-contractor under the H&S Legislation.

3.2 The Organisation shall ensure that the highest standards are applied in protecting the health and safety of all those involved in the Programme, including all Young People. The Organisation shall ensure staff delivering the Programme are capable and competent.

3.3 The Organisation shall communicate local health and safety requirements, including but not limited to fire exits and emergency procedures, welfare and hygiene practices, provision and use of personal protective equipment to all KT staff, Young People and volunteers who visit any premises managed by the Organisation.

- 3.4** The Organisation shall provide appropriate instruction, information, training and supervision to Young People and volunteers involved in the Programme, in accordance with industry or sector standards which are relevant to the Programme activities.
- 3.5** The Organisation shall follow all reasonable guidance and requirements provided by KT from time to time in respect of protecting the health, safety and wellbeing of Young People, including but not limited to engagement with multimedia training resources.
- 3.6** The Organisation shall:
- 3.6.1** notify KT as soon as practicable of any significant material changes in its health and safety policy, competent person appointed under The Management of Health and Safety at Work Regulations 1999 or any amendments to the approach to health and safety that would affect the delivery of the Programme;
 - 3.6.2** in relation to the Programme, report and keep a written record all accidents, incidents and near misses in accordance with its health and safety policy and guidance provided by KT;
 - 3.6.3** if a Serious H&S Incident occurs during the Programme, the Organisation shall:
 - (i) manage the incident in line with its health and safety policies;
 - (ii) where required by RIDDOR, report the incident to the relevant enforcing authority and forward a copy of the report to KT; and
 - (iii) notify KT within 24 hours and assist with any investigation which KT reasonably requires.
 - 3.6.4** deliver the Programme in accordance with its health and safety policy and the practices outlined in the information provided in accordance with clause 3 and inform KT within 24 hours of becoming aware of any significant material breach of such policy and practices;
 - 3.6.5** prepare a suitable and sufficient risk assessment for the preparation and delivery of the Programme and any additional activities which may be undertaken by anyone involved in the Programme, including all Young People.
- 3.7 If the Organisation is a School, the provisions of this clause 3.7 shall apply.**
- 3.7.1** The Organisation will not be required to provide supporting documentation such as a health and safety policy or risk assessment as part of the DP Assessment. KT may from time to time request to review such documentation at any time during the Term of this Contract. The Organisation shall fully cooperate with any such review or inspection and shall provide all relevant safety related information requested by KT as soon as reasonably practicable.
 - 3.7.2** Notwithstanding clause 3.7.1, prior to the commencement of the Programme, the Organisation shall complete a risk assessment in accordance with the Organisation's policies.
 - 3.7.3** The Organisation shall promptly notify KT if it receives an adverse finding by a Statutory Regulator in relation to health and safety.
- 3.8 If the Organisation is NOT a School, the provisions of this clause 3.8 shall apply.**

- 3.8.1** As part of the DP Assessment submission, the Organisation will have been required to provide supporting documentation including a health and safety policy and a completed activity risk assessment for review by KT. KT may from time to time request to review such documentation again at a later date. The Organisation shall fully cooperate with any such review or inspection and shall provide all relevant safety related information requested by KT as soon as reasonably practicable.
- 3.9** Notwithstanding the above, KT shall have no responsibility to the Organisation for establishing whether the Organisation or any Sub-contractor is compliant with the H&S Legislation.
- 3.10** All notices to KT under this clause shall be sent to the KT Contract Manager and the KT health and safety team (health.safety@kingstrust.org.uk).

4 Safeguarding Children and Young People

- 4.1** The Organisation shall have comprehensive policies, procedures and processes which clearly set out the specific arrangements in place for Safeguarding, including protecting children and adults at risk (as defined by the Care Act 2014) from maltreatment and abuse. This shall include, without limitation, effective responses to conflicts, abuse, bullying, threats or any other challenging online behaviour which may be demonstrated by Young People. For the avoidance of doubt, this shall be in accordance with all relevant legislation and guidance, including guidance issued by the UK Government in relation to the Organisation's Prevent Duty (if applicable) and keeping young people safe online.
- 4.2** Where applicable, the Organisation shall ensure that it delivers its obligations under this Contract in accordance with the requirements of the DBS, Disclosure Scotland or AccessNI (or equivalent body) with regard to working with children under the age of eighteen or vulnerable adults (as defined by the DBS), including obtaining the highest level of check available for all personnel involved in the delivery of the Programme.
- 4.3** The Organisation shall comply with all reasonable instructions, policies and guidance provided by KT in relation to keeping Young People safe online, including but not limited to: moderation of virtual conversations held as part of Programme activities; and the sole and exclusive use of Platforms authorised by KT for Programme activities. The Organisation shall notify KT of the Platform intended for use on the Programme no later than 4 weeks prior to commencement of the Programme and comply with all feedback from KT in relation to use of any Platform.
- 4.4** The Organisation shall be responsible for suitably identifying the employees, volunteers, contractors or other representatives who will be in contact with Young People on the Programme ("Relevant Individuals") who shall be required to watch the 'Start Safe' safeguarding Information videos provided by KT (the "Videos") prior to attending any Programme activity, and (if contact with Young People on the Programme continues for subsequent years) annually thereafter. Nothing in this clause 4.4 shall release the Organisation from its own responsibilities in respect of Safeguarding training and policies and both Parties acknowledge that the Videos cannot and shall not cover every incident or situation which arise. In the event that an incident or situation occurs which falls out of scope of the Video, the Relevant Individuals and the Organisation shall follow the Organisation's policies.

- 4.5** When delivering a Programme by Organisation Personnel, the Organisation shall ensure that every Young Person shall have appropriate supervision during the Programme, so as to provide a high standard of Safeguarding.
- 4.6** KT reserves the right to ask a young person participating in the Programme to leave the Programme if the young person: continually breaks the conditions of attendance; or is at risk of endangering themselves or others. This decision will be made in accordance with KT's exclusion policy and in consultation with the Organisation.
- 4.7 Where the Organisation is a School, the provisions in this clause 4.7 shall apply.**
- 4.7.1** The Organisation shall ensure that every Young Person shall have a single point of contact for any concerns in relation to Safeguarding.
- 4.7.2** The Organisation shall ensure that it has appropriate information sharing arrangements in place such that KT is able to comply with its obligations under charity law, including its reporting obligations to the Charity Commission for England and Wales, which shall include sharing relevant information with KT within one Working Day if possible.
- 4.8 The provisions in this clause 4.8 shall apply to all Organisations, unless the Organisation is a School and the relevant Young People are pupils at that School (in which case the Organisation shall follow its own internal policies and procedures):**
- 4.8.1** Upon the occurrence of any Safeguarding Incident, the Organisation shall immediately:
- (i) ensure that any alleged perpetrator shall be removed from any contact with the Young People during Programme activities until such time as the Safeguarding Incident has been fully investigated and resolved to the satisfaction of KT, the Organisation and any relevant statutory service; and
 - (ii) take all necessary steps to protect any Young Person who may be affected by the Safeguarding Incident and trigger appropriate response action, including, where appropriate, reporting the Safeguarding Incident to any relevant statutory service, thoroughly investigating the Safeguarding Incident and undertaking an urgent consultation with KT.
- 4.8.2** The Organisation will notify KT of any allegation or indication of inappropriate behaviour relating to anybody involved with the Programme, or if a general Safeguarding concern is raised such that the Organisation reasonably believes that Young Person may be at risk of serious harm, by contacting the KT Contract Manager, the KT staff member with a day to day relationship with that Young Person, and the KT safeguarding team by email (safeguarding@kingstrust.org.uk) and telephone (020 7543 1212).
- 4.8.3** All notifications to KT made under this clause 4.8 shall be made within one Working Day wherever possible.
- 4.9** **Residentials**
- If there is a residential element to the Programme, Young People who are under the age of 18 shall reside in separate overnight Accommodation to Young People who are aged 18 years or older. The Organisation shall at all times comply with the requirements of the Residential Guidance and Residential Standards Statement. With consideration given to the

Young People's needs, age, abilities, gender and existing support plans, the Organisation shall: undertake a suitable and sufficient risk assessment; provide suitable staffing ratios, and; provide reasonable adjustments.

4.10 Consents

The Organisation acknowledges that it has responsibility for obtaining all requisite consents in relation to Young People's participation in the Programme, and shall follow any relevant guidance provided by KT.

5 Insurance

The Organisation shall have in place and maintain in force appropriate insurance (with regard to industry and sector standards applicable to the Organisation and the Programme activities) with a reputable insurer for the duration of the Term, including but not limited to public liability insurance, to cover the liabilities that may arise under or in connection with this Contract, in particular, to cover all risks normally covered by a comprehensive policy of insurance in respect of the provision of services in the nature of those associated with the delivery of the Programme. The Organisation shall produce to KT on request the insurance certificate giving details of cover.

6 Programme Standards

6.1 The Organisation shall promote and/or deliver the Programme with all reasonable care, skill and diligence and in accordance with:

- 6.1.1** all applicable legal requirements whether statute or common law based;
- 6.1.2** the prescriptive provisions and minimum standards contained within the Supporting Documents and the Specification;
- 6.1.3** all obligations imposed upon KT and/or the Organisation under any grant from, or contract with, a third party, relating to the Programme, as notified in writing to the Organisation by KT; and
- 6.1.4** any instructions or directions given by KT from time to time.

6.2 The Organisation shall promote and/or deliver the Programme in a manner which:

- 6.2.1** in the reasonable opinion of KT does not and is not likely to damage or otherwise adversely impact KT's good name, image, reputation, or IP Rights, or bring HM The King or any other member(s) or employee(s) of the Royal Household or KT into disrepute;
- 6.2.2** promotes KT's charitable purposes for the public benefit; and
- 6.2.3** does not impose upon or create any liability for KT.

6.3 In the event that the Programme is being delivered by Organisation Personnel, this clause 6.3 shall apply.

The Organisation shall ensure that:

- 6.3.1** it and any Sub-contractor shall have adequate human, financial and physical resources to provide the Programme properly and efficiently throughout the Term, including, where necessary, by entering into appropriate contracts;

- 6.3.2** it shall perform its obligations under this Contract at all times in accordance with good industry practice, in particular, the degree of skill, diligence and operating practice which would reasonably be expected from a reasonably skilled and experienced provider of services of a similar type to the services being delivered by the Organisation or any Sub-contractor under the same or similar circumstances, and by appropriately qualified and trained personnel;
- 6.3.3** it meets performance targets and indicators set out at Schedule 2 or otherwise agreed between the Parties;
- 6.3.4** the Programme is presented using the Programme name in accordance with Schedule 2;
- 6.3.5** all written and/or visual materials (in any format) created by the Organisation for the delivery and/or promotion of the Programme shall comply with this Contract, including, without limitation, the Specification, clause 6 (Programme Standards) and clause 10 (IP Rights).
- 6.4** The Organisation shall provide electronic copies of the materials referred to at clause 6.3.5 above to KT who reserve the right to reasonably require such materials to be amended, deleted or removed from use. If the Organisation becomes aware that any materials referred to at clause 6.3.5 do not conform to that clause, it shall promptly inform KT. Where requested by KT, the Organisation shall ensure that any written materials produced for the purposes of, or in relation to, the Programme contain all words or logos required to be contained in such materials under the terms of any grant from, or contract with, a KT Funder.
- 6.5** The Organisation shall be responsible for the selection, management and supervision of every person employed or engaged by it and/or any Sub-contractor to deliver any part of the Programme, whether as an agent, consultant, employee, volunteer or otherwise, in accordance with clause 24.

7 Personnel Security, Nationality and Immigration Status

If requested by KT, the Organisation shall provide evidence that it carries out personnel identity verification checks on all new employees, (including employment history, nationality, immigration status, eligibility to work in the UK) and, where appropriate, any unspent criminal records.

8 Payments

Each Party shall provide all payments in relation to this Contract as set out in Schedule 5.

9 Record Keeping

- 9.1** The Organisation shall operate all proper financial and management systems and processes and keep and maintain all reasonable and proper accounting, management and other relevant records for the Term and for six years following the expiry of the Term (or such other period as may be notified by KT to the Organisation before the expiry of the Term), in particular, to demonstrate Programme outcomes, income and expenditure related to this Contract and the Programme(s).

- 9.2** At any time during the period specified in accordance with clause 9.1 the Organisation shall promptly on reasonable request provide to KT at the Organisation's cost all operational reports, management accounts and/or other documents in respect of the Programme.
- 9.3** The Organisation shall, on reasonable request and within a reasonably requested time-frame, provide KT with copies of all records in relation to the Programme as listed in clause 9.1 and acknowledges that KT may provide copies of such records to any relevant KT Funder.
- 9.4** In the event that the Organisation does not provide copies of reasonably requested records in accordance with clause 9.3, the Organisation shall permit an authorised representative of KT to audit, inspect and take copies of the records set out at clause 9.1. The Organisation shall provide reasonable co-operation with any such audit.
- 9.5** The Organisation shall assist and cooperate with KT and any KT Funder to enable a KT Funder to comply with any information disclosure requirements arising under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.

10 IP Rights

10.1 The Organisation shall not:

10.1.1 make use of the name or likeness of HM The King or any state emblem; or

10.1.2 make use of the name "The King's 's Trust" (or a close equivalent), except with the prior written consent of KT, except that in publicity relating solely to the Programme the Organisation may use the phrase "working with the King's Trust" or "in partnership with The King's 's Trust".

10.2 KT hereby grants to the Organisation a non-transferable, non-exclusive, revocable and royalty-free licence (with no right to sub-licence, assign or transfer such licence unless written consent has been obtained in advance from KT (not to be unreasonably withheld)) to:

10.2.1 use the name "The King's 's Trust" and the Mark solely for the purposes of promoting and delivering the Programme in the Area and in accordance with the terms and conditions of this Contract; and

10.2.2 present itself as an independent licensee of The King's 's Trust and as an entity authorised to deliver the Programme during the Term.

10.3 The Organisation shall only use the Mark, The King's 's Trust name and any other KT IP Rights in accordance with the express provisions of this Contract, the KT Brand Guidelines and any other reasonable instructions of KT, and nothing in relation to this Contract shall imply any transfer or further licensing of any other KT IP Rights. If instructed by KT, upon the termination or expiry of this Contract, the Organisation shall immediately return or destroy all documents containing KT IP Rights, including all materials produced, developed or published by or on behalf of KT, at the Organisation's own expense.

10.4 All Background IP is and shall remain the exclusive property of the Party owning it (or, where applicable, the third party from whom its right to use the Background IP has derived).

10.5 Each Party grants to the other Party a non-transferable, non-exclusive and royalty-free licence (with no right to sub-licence, assign or transfer such licence unless written consent has been obtained in advance (not to be unreasonably withheld)) for the Term to use the

Background IP solely for the purposes of promoting and delivering the Programme in the Area and in accordance with the terms and conditions of this Contract.

- 10.6** All Foreground IP shall vest in and be owned absolutely by KT from the date of creation, including, without limitation, all rights arising from the use of the Mark, The Prince's Trust name and all copyright in any material and any names or logos, unless otherwise agreed in writing.
- 10.7** All goodwill arising from the Background IP and Foreground IP, including, without limitation, that which is symbolised by the Mark, shall vest in KT.
- 10.8** To the extent that any Foreground IP arises in respect of material developed by the Parties jointly or otherwise than solely by KT, KT grants to the Organisation a non-transferable, non-exclusive and royalty free licence (with no right to sub-licence, assign or transfer such licence unless written consent has been obtained in advance from KT (not to be unreasonably withheld)) to use the Foreground IP in the delivery of the Programme for the Term.
- 10.9** To the extent that any Foreground IP does not automatically vest in KT, the Organisation shall and shall procure that any Sub-contractor shall assign and hereby assigns, any such Foreground IP to KT.
- 10.10** At any time after the date of this Contract, the Organisation shall and shall procure that any Sub-contractor shall execute such documents, deeds and instruments and do such acts and things as KT reasonably requests to perfect KT's title to the Foreground IP or to enable an application for any Intellectual Property Right protection to be made and obtained for any Foreground IP and for the protection and enforcement of the same.
- 10.11** Either Party shall notify the other in writing, giving full particulars, within 48 hours of becoming aware of any actual, reasonably suspected or threatened: infringement of the other Party's IP Rights; or claim that the exercise of the other Party's IP Rights under this Contract infringes the rights of any third party. Each Party shall provide reasonable assistance to the other, at the other Party's cost, in the event that the other Party is in dispute with a third party in relation to the exercise of IP Rights under this Contract.

11 Confidentiality

- 11.1** Both Parties shall keep in confidence any Confidential Information obtained under this Contract or relating to this Contract and shall not use it or divulge it to any person without the written consent of the other Party.
- 11.2** The preceding clause does not apply to information:
 - 11.2.1** in the public domain (otherwise than by breach of this Contract);
 - 11.2.2** in the lawful possession of the receiving Party prior to the date of this Contract (other than through liaison between the Parties prior to and in anticipation of this Contract);
 - 11.2.3** obtained from a third party free to divulge it;
 - 11.2.4** required to be disclosed by law, a Court or other competent authority (including any regulatory or governmental body), provided that, where legally permissible, the disclosing party is given reasonable advance notice of the intended disclosure; and
 - 11.2.5** properly disclosed on a confidential basis to staff, agents or professional advisers of the respective Parties, for purposes relating to this Contract. Each Party shall ensure

that its staff, agents or professional advisers to whom it discloses the other party's Confidential Information comply with this clause 11.

- 11.3** Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under this Contract.
- 11.4** Each Party shall obtain the other's prior written approval (not to be unreasonably withheld or delayed) before publishing or approving any communications related to the Programme, the relationship between the Parties or the Young People on its website, any third party website, any print or broadcast media, or any similar platform. The Organisation shall review any relevant proposed communications against the KT Brand Guidelines before requesting approval from KT.
- 11.5** For the avoidance of doubt, neither Party shall be obliged to seek approval of the other to refer to the Programme, the relationship between the Parties or the Young People on social media, provided that: it complies with the KT Brand Guidelines; the tone and content of the communication is reasonable and appropriate in regards to KT's reputation and role as a young persons' charity, and; the communications do not pose any risk to Young People's safety or well-being. Each Party will obtain all relevant consent in relation to use of Personal Data, photography and third party IP Rights prior to publishing any relevant communications. KT reserves the right to require any communications to be immediately removed by the Organisation in the event that any part this clause is not complied with.
- 11.6** Following termination of this Contract, each Party shall on request of the other:
- 11.6.1** destroy or return to the other Party all materials containing the other Party's Confidential Information; and
 - 11.6.2** erase the other Party's Confidential Information from its computer and communications systems.

12 Contract Managers and Complaints Handling

- 12.1** Each Party shall nominate a Contract Manager who shall:
- 12.1.1** manage the Programme on behalf of each respective Party;
 - 12.1.2** act as the main point of contact between the Parties in relation to this Contract; and
 - 12.1.3** liaise with each respective Party's staff members to ensure the delivery of the Programme in accordance with the terms of this Contract.

The following clauses 12.2 to 12.6 shall apply to all Organisations with the exception of Schools:

- 12.2** In the event that KT receives a complaint about the Organisation and/or the Programme (a '**Complaint**'), KT shall use best endeavours to pass on full details of the Complaint to the Organisation's Contract Manager within three Working Days.
- 12.3** KT's obligation at clause 12.2 above shall at all times be subject to legislation and best practice in relation to Safeguarding, Data Protection Laws and KT's Feedback and Complaints policy as updated from time to time on its website: <https://www.kingstrust.org.uk/about-us/our-policies/feedback-and-complaints-policy>. KT shall be under no obligation to provide any information which may be in breach of this clause 12.3, including but not limited to the identity of the person who has made the Complaint.

- 12.4** Upon receiving details of the Complaint, the Organisation shall investigate the Complaint in accordance with its complaints policy and/or its Safeguarding policy (as appropriate). The Organisation shall conclude its investigation and notify KT of any actions it is taking to remedy the Complaint within a reasonable timescale, which in any event shall be no longer than 28 days. The Organisation shall notify KT of the progress of any investigation every five Working Days until the Complaint is resolved. All relevant correspondence between KT and the Organisation shall be conducted by each Party's Contract Manager. If KT was the original recipient of the Complaint, KT shall solely correspond with the person who made the complaint.
- 12.5** In the event that the Complaint is received by both KT and the Organisation, the Organisation shall lead the investigation into the Complaint as set out in clause 12.4 above, and the Organisation shall correspond directly with the person who has made the Complaint. The Organisation shall keep KT updated on the progress of any investigation in accordance with clause 12.4 above.
- 12.6** Each Party shall at all times comply with the following (which in the event of any conflict, shall take the following order of priority): all Safeguarding law; all Data Protection Law; best practice relating to Safeguarding; best practice relating to data protection; KT's Feedback and Complaints policy; and the Organisation's complaints policy.

13 Monitoring and Evaluation

- 13.1** Both Parties will attend at least one Review Meeting after each Programme to assess the success of the Programme, including:
- 13.1.1** evaluation against the Programme outcomes set out at Schedule 2;
 - 13.1.2** review of delivery, roles and responsibilities;
 - 13.1.3** identification of any areas of difficulty or improvement and agree on any actions in order to mitigate such difficulties and improve the running of the Programme;
 - 13.1.4** identification of areas of best practice which KT can share in respect of future programmes; and
 - 13.1.5** updates on any remediation actions agreed as a result of the Delivery Partner Assessment or Annual Assessment.
- 13.2** In addition to the Review Meeting set out clause 13.1, each Party will attend a Review Meeting at the reasonable request of the other.
- 13.3** Both Parties will carry out any actions agreed as a result of any Review Meetings.

14 Data Protection

- 14.1** The Parties acknowledge that for the purposes of the Data Protection Laws, KT is the Data Controller and the Organisation is the Data Processor.
- 14.2** The Organisation shall only process the Personal Data as set out in Schedule 6. All Personal Data supplied by KT to the Organisation or processed by the Organisation or any Sub-contractor in relation to the Programme, shall be used only for the purposes of and in accordance with the provisions of this Contract.

- 14.3** The Organisation shall, on termination or expiry of this Contract, as soon as is reasonably practicable, return or provide all copies of the Personal Data to KT or destroy all such copies in accordance with KT's instructions as set out in Schedule 6.
- 14.4** Before any transfer of Personal Data to a Third Party Processor, the Organisation must:
- 14.4.1** obtain KT's prior written approval of the Third Party Processor and the transfer; and
 - 14.4.2** enter into a data sharing agreement with the Third Party Processor incorporating the terms of this clause 14, in accordance with clause 24.
- 14.5** The Organisation shall be fully liable for all acts or omissions of any Third Party Processor.
- 14.6** The Organisation shall:
- 14.6.1** comply with all relevant Data Protection Laws;
 - 14.6.2** have in place and comply with Protective Measures as set out at clause 14.13 below, and store the Personal Data safely and securely;
 - 14.6.3** ensure that it takes all reasonable steps to ensure the reliability and integrity of any staff who have access to the Personal Data and ensure that they: (a) are subject to a duty of confidence with KT, the Organisation or any Third Party Processor; (b) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by KT or as otherwise permitted by this Contract; and (c) have undergone adequate training in the use, care, protection and handling of Personal Data; and,
 - 14.6.4** not transfer, and ensure that any Sub-contractors, sub-processors and/or agents do not transfer, Personal Data outside of the EEA unless the prior written consent of KT has been obtained (such consent will be dependent upon the Organisation providing appropriate safeguards and complying with any written instructions from KT in relation to the transfer).
- 14.7** The Organisation shall notify KT as soon as possible and in any event within 48 hours if, in relation to this Contract, it:
- 14.7.1** receives a Data Subject Access Request (or purported Data Subject Access Request), and will provide reasonable assistance in order for KT to respond to all such requests;
 - 14.7.2** receives a request to rectify, block or erase any Personal Data;
 - 14.7.3** receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Laws;
 - 14.7.4** receives any communication from the Information Commissioner's Office ("**ICO**") or any other regulatory authority;
 - 14.7.5** receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law.
- 14.8** The Organisation shall notify KT as soon as possible and in any event within 24 hours if it becomes aware of a Personal Data Breach or Data Loss Event. Such notification will include, so far as possible, a description of the nature of the Personal Data Breach or Data Loss Event and the categories and approximate number of data subjects and personal data

records affected. Each Party shall comply fully with all internal or external investigations in relation to a Personal Data Breach or Data Loss Event.

- 14.9** If the Company receives a Data Subject Access Request from a Data Subject in relation to this Contract, the Organisation shall notify KT within 48 hours and provide all information necessary to comply within 5 days. The Organisation shall provide all reasonable assistance in order for KT to comply and respond to all Data Subject Access Requests, queries or complaints from Data Subjects. The Parties may agree in writing from time to time that the Company shall comply with a Data Subject Access Request on behalf of KT.
- 14.10** Each Party shall nominate an individual responsible for data protection to provide the other Party with full cooperation and assistance in relation to compliance with this Contract.
- 14.11** The Organisation agrees to indemnify KT for any loss incurred as a result of any breach of this clause by the Organisation or any Third Party Processor.
- 14.12** The Organisation shall on reasonable notice and at reasonable times and otherwise in accordance with KT's instructions, permit any authorised representative of KT, or of any KT Funder, to inspect and take copies of any of the Personal Data and shall procure for KT and KY Funders the same rights in respect of all Subcontractors. KT shall be entitled, on giving at least three Working Days' notice to the Organisation, to inspect all facilities, equipment, documents, policies and procedures, IT operations and electronic data relating to the processing of the Personal Data by the Organisation. The Organisation shall allow reasonable access and provide information for such inspection and review, and KT shall make reasonable efforts to minimise any interference with the conduct of the Organisation's business. The foregoing requirements shall not relieve the Organisation of any of its obligations under this Agreement, imply acceptance or approval by KT, or waive or derogate from any rights of KT.
- 14.13** The Parties will ensure they have in place appropriate Protective Measures to prevent unauthorised or unlawful processing of the Personal Data and the accidental loss, theft or destruction of, or damage to, the Personal Data, which may include the following methods if appropriate, or alternative methods which provide at least the same level of security:
- 14.13.1** both Parties agree that Personal Data may be transferred by file-sharing methods as approved by KT (OneDrive, Teams, SharePoint), by secure email, or secure post;
- 14.13.2** Personal Data entry on any shared database or online system will be protected by a secure password of sixteen or more characters in length and multi-factor authentication; and
- 14.13.3** both Parties agree that they shall only keep the Personal Data on a laptop or other removable drive or device that is protected by being fully encrypted to FIPS-140-2 standard, and the use of the device or laptop is necessary for the Project. Where this is necessary, the Parties will keep an audit trail of which laptops/drives/devices the Personal Data are held on.
- 14.14** The Organisation shall notify KT within a reasonable timeframe of any communication from the ICO which expresses concern over, and/or suggests improvements, to the Organisation's processing of Personal Data, whether or not in relation to this Contract. Such notification shall include, as far as permitted by law, explanation of: the circumstances which led to ICO interest, including any Personal Data Breach and/or other issues with the Organisation's policies, procedures and practices; any concerns or opportunities for improvement identified by the ICO; the Organisation's response to the concerns, including

plans for improvement; consideration of how the Organisation's obligations under the Agreement may have been impacted by the areas of concern.

14.15 If requested by KT, the Organisation shall ensure that prior to any Young Person participating in the Programme, that Young Person and their parents or legal guardians are properly informed about their participation in the Programme and about the data sharing arrangements related to the Programme, in particular that personal information of Young People will be shared with KT, where possible in pseudonymised or anonymised form.

14.16 Where required by KT, the Organisation shall:

14.16.1 ensure that each Young Person shall complete a Profile Form;

14.16.2 provide parents or guardians of all Young People with a completed copy of the Parent Information Form; and

14.16.3 where a Young Person is under the age of 13 and/or in Year 7 or Year 8, ensure that a parent or guardian has signed and returned the Parent Information Form.

14.17 KT may share Personal Data with a relevant local authority if required under s72 Education and Skills Act 2008.

15 Information Security

15.1 The Organisation shall implement all appropriate policies and practices in relation to information security, including without limitation, protection against Malicious Software being introduced to systems used by the Organisation and/or any Young Person during the Programme.

15.2 KT may from time to time reasonably review the Organisation's information security policies and practices, for which the Organisation shall provide full cooperation and provide all relevant information requested by KT as soon as reasonably practicable.

16 Modern Slavery

16.1 The Parties agree that they are committed to the eradication of modern slavery and child exploitation (as defined in the Modern Slavery Act 2015) and will comply with all relevant local laws in relation to the eradication of modern slavery. The Organisation:

16.1.1 shall ensure that any contracts with Subcontractors in relation to this Contract shall contain wording at least as onerous as those set out in this clause 16 and notify KT as soon as it becomes aware of any actual or suspected slavery or child exploitation in a supply chain which has a connection to this Contract;

16.1.2 shall maintain appropriate records to trace the supply chain in connection with this Contract, and shall provide KT with information relating to the nature, scale and impact of any breach of such laws and any subsequent improvement plans; and

16.1.3 warrants that at the date of this Contract it has not been convicted or involved in any investigation regarding modern slavery or child exploitation.

17 Indemnity

17.1 The Organisation shall indemnify and keep indemnified KT and hold harmless in respect of any direct costs, claims, losses or liabilities whatsoever suffered by KT (including reasonable

legal costs and disbursements and all direct losses) as a result of any acts or omissions of the Organisation and/or any other Sub-contractor.

- 17.2** KT shall use reasonable endeavours to regularly consult with the Organisation in respect of any relevant claims made, or proceedings initiated, by any third party. The Organisation shall have a reasonable opportunity to comment on the terms of any proposed payment or settlement of any such claims or proceedings.

18 Liability and Limitation of Liability

- 18.1** The Organisation shall be liable for any costs, claims, losses or liabilities arising in respect of its delivery (or non-delivery) of the Programme and any actions or inactions of itself and/or any other Sub-contractor.
- 18.2** KT shall be liable for any costs, claims, losses or liabilities arising in respect of its own action or inaction in relation to this Contract.
- 18.3** For the avoidance of doubt, KT shall not be liable to the Organisation for any costs, claims, losses, damages or liabilities (including without limitation direct, indirect and consequential loss, loss of business, loss of income or loss of surplus/profit) suffered by the Organisation arising in connection with the delivery (or non-delivery) by the Organisation of the Programme.
- 18.4** Nothing in this Contract shall limit the liability of either Party for any death or personal injury caused by the negligence of that Party or its employees acting in the course of their employment.

19 Dispute Resolution

- 19.1** If any dispute arises in connection with this Contract it shall first be addressed by direct personal liaison between each Party's respective Contract Manager.
- 19.2** If no agreement is reached within 15 Working Days, then the dispute shall be addressed by direct personal liaison between KT's Chief Executive Officer (or their nominated representative) and the Chief Executive Officer or Head Teacher or equivalent executive of the Organisation (or their nominated representative or a position of equivalent seniority). A meeting shall then be convened within 10 Working Days.
- 19.3** If either of the Chief Executive Officers (or their nominated representative) of the Organisation or KT requests a meeting to raise any matter of concern then a meeting shall be convened within 10 Working Days.
- 19.4** Notwithstanding the above if any dispute has not been resolved by the Chief Executive Officers (or their nominated representative) within 40 Working Days the matter may be referred to an independent mediator to be agreed by both Parties. Each Party hereby agrees not to commence legal proceedings until the full mediation procedure has been undertaken.
- 19.5** Nothing in this clause 19 shall preclude the parties from applying for any preliminary or injunctive remedies available under applicable laws for any purpose.
- 19.6** The occurrence of a dispute in connection with this Contract shall not be a reason for delivery of the Programme to cease, unless and until this Contract is terminated in accordance with clause 20. Regardless of the dispute resolution provisions above, either Party may terminate

this Contract in accordance with clause 20 prior to the dispute resolution procedure commencing or concluding.

20 Termination

20.1 Either Party may terminate this Contract for any reason by giving at least three months' written notice to the other.

20.2 Either Party may terminate this Contract with immediate effect by written notice if the other Party:

20.2.1 has committed a material breach of this Contract;

20.2.2 has committed a breach of this Contract and has failed to remedy such breach (where such breach is capable of remedy) within 10 Working Days of receipt of a written notice from the notifying Party requiring the breach to be remedied;

20.2.3 repeats any breach which it was notified of and remedied in accordance with clause 20.2.2 within three months of such remedy, unless such breach was waived by the other Party; or

20.2.4 commits or suffers any Insolvency Event.

20.3 KT shall be entitled to terminate this Contract with immediate effect by written notice if:

20.3.1 the Organisation undergoes a change of Control, unless the Organisation gave prior written notice to KT of such a change of Control; or

20.3.2 KT reasonably believes that

(i) the Organisation has committed a breach of clauses 3 (Health and Safety), 4 (Safeguarding), 14 (Data Protection) or 16 (Modern Slavery); or

(ii) continuing the contractual relations with the Organisation may damage or otherwise adversely impact KT's reputation, goodwill, name, image or IP Rights.

20.4 Either Party may terminate this Contract in accordance with clause 23 (Force Majeure).

21 Consequences of Termination

21.1 In the event of any termination of this Contract KT shall be entitled, at its option, to assume direct responsibility for the Programme and/or to appoint any third party or parties to promote and deliver the Programme. For the avoidance of doubt, KT shall not share with third parties any Background IP belonging to the Organisation, except with the Organisation's prior consent, in accordance with clause 21.3 below.

21.2 The following clause 21.2 shall apply to all Organisations with the exception of Schools:

In the event that the Programme will continue to be delivered by KT or another KT delivery partner, the Organisation shall provide reasonable co-operation to ensure the continuation of the Programme.

In the event that this Agreement is terminated in accordance with clause 20.2, KT shall be entitled to invoke clause 17.1 (Indemnity) and recover any properly incurred loss, which may

include costs incurred in appointing another organisation to assist in delivery of the Programme.

- 21.3** In the event of termination, each Party shall immediately cease to use all Background IP belonging to the other Party and shall return all materials which constitute the Background IP of the other Party. For the avoidance of doubt, the Organisation shall immediately cease to use the Mark, all products and materials bearing the Mark, all Foreground IP and all other elements of the KT brand, including any logos, names and slogans.
- 21.4** Any provision of this Contract which expressly or by implication is intended to have effect after expiry or termination of this Contract shall continue to have such effect for the intended further period, including, without limitation, provisions relating to: payment; record keeping; intellectual property rights; confidentiality; data protection; modern slavery; indemnity, limitation of liability; dispute resolution; consequences of termination; third party rights; notices; governing law and jurisdiction.
- 21.5** Termination of this Contract shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

22 Variation

- 22.1** No variation of this Contract shall be effective unless it is in writing and signed by both Parties, except that the Schedules 2 to 7 may be varied by prior written consent of both Parties.

23 Force Majeure

- 23.1** Neither Party shall be liable for any delay in performing any of its obligations under this Contract if such delay is caused by any Force Majeure Event provided that the Party unable to comply with this Contract shall:
- 23.1.1** give written notice to the other Party as soon as reasonably practicable on becoming aware of the Force Majeure Event;
 - 23.1.2** at all times continue to take such steps to resume full performance of its obligations under this Contract; and
 - 23.1.3** at all times use all reasonable endeavours to mitigate the consequences of the Force Majeure Event.
- 23.2** The relief from liability under this clause 23 shall last for the duration of the event of Force Majeure Event only.
- 23.3** If a Party is excused under this clause 23 from the performance of a material obligation under this Contract for a continuous period of 40 Working Days, then the other Party may at any time thereafter, and provided performance or punctual performance by the affected Party is still excused, serve a written notice to either (i) terminate the Contract with immediate effect or (ii) extend the Term for the duration of the Force Majeure Event.

24 Assignment and Sub-contracting

- 24.1** The Organisation may not assign the benefit of this Contract to any third party.

- 24.2** The Organisation may only sub-contract performance of its obligations under this Contract or otherwise engage a Sub-contractor with the prior written consent of KT.
- 24.3** The Organisation shall enter into an contract with each and every Sub-contractor on substantially the same terms as set out in this Contract, including undertaking appropriate due diligence on any Sub-contractor.
- 24.4** The Organisation shall be responsible for the observance and performance by every Sub-contractor, and shall be liable to KT for any breach by any Sub-contractor, in respect of the terms under (i) the Contract referred to at clause 24.3 and; (ii) this Contract.

25 Third Party Rights

This Contract does not and is not intended to provide any third party with any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

26 General

26.1 Entire Agreement

26.1.1 This Contract (including the Schedules) constitutes the entire agreement between the Parties and supersedes all prior agreements, promises, assurances, warranties and representations between the Parties with respect to that subject matter, whether oral or written.

26.1.2 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 Contract. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

26.2 Waiver

No failure or delay by either Party in exercising, any right, power or remedy in connection with this Contract (each a “**Right**”) shall operate as a waiver of that Right, nor shall any single or partial exercise of any Right preclude any other or further exercise of that Right or the exercise of any other Right.

26.3 Notices

26.3.1 Any notice or other communication in connection with this Contract (each, a “**Notice**”) shall be in writing and delivered:

- (i) if in relation to a dispute or termination of this Contract, by hand or pre-paid first class post or courier to the addresses set out in Schedule 2 or as notified by the receiving Party from time to time, and in the case of KT, to the Company Secretary at KT’s registered office;
- (ii) by email to the email addresses set out in Schedule 2 or as notified by the receiving Party from time to time.

26.3.2 A Notice shall be effective upon receipt and shall be deemed to have been received:

- (i) if delivered by hand, on signature of a delivery receipt;
- (ii) if sent by pre-paid first class post or other next working day delivery service providing proof of postage, at 09:00 on the second Working Day after posting or at the time recorded by the delivery service; or

- (iii) if sent by email, at 17.00 on the second Working Day after sending, unless the sender receives notification that the email was not delivered or that the recipient is out of the office;

26.3.3 If deemed receipt under clause 26.3.2 would occur outside business hours in the place of receipt, it shall be deferred until the next Working Day.

26.4 Severance

26.4.1 If any provision of this Contract is or becomes illegal, invalid or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.

26.4.2 If any provision or part-provision of this Contract is deemed deleted under clause 26.4.1 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.

26.5 No partnership or agency

Nothing in this Contract 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. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

26.6 Governing law and submission to jurisdiction

This Contract, and the document to be entered into pursuant to it, shall be governed by and construed in accordance with the law of England and Wales. All the Parties irrevocably agree that the courts of England and Wales are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Contract, subject to application and completion of the disputes procedures set out in clause 19 (Dispute Resolution).