



Appendix 1

CONDITIONS OF CONTRACT FOR THE PURCHASE OF SERVICES

654 – Learning Management System

Wythenshawe Community Housing Group

**PART 1 - STANDARD TERMS AND CONDITIONS OF CONTRACT FOR THE PURCHASE
OF SERVICES**

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PART A - OPERATIVE PROVISIONS

1.1 DEFINITIONS

The terms and expressions used in these Standard Terms and Conditions shall have the meanings set out below:

“Authorised Officer”	the person duly appointed by the Group to act as the representative of the Group for the purpose of the Contract and notified in writing to the Provider from time to time and identified in the Contract Particulars or as amended from time to time and in default of such notification the Group’s head of procurement or similar responsible officer.
“Business Day”	any day other than a Saturday or Sunday or a public or bank holiday in England.
“Change in Law”	the coming into effect or repeal (without re-enactment or consolidation) in England and Wales of any Law, or any amendment or variation to any Law, or any judgement of a relevant court of law which changes binding precedent in England in each case after the date of this Contract.
“Commencement Date”	the commencement date stated in the Contract Particulars.
“Confidential Information”	any information which has been designated as confidential by either party (“ Disclosing Party ”) in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the Services, the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party, all personal data and sensitive personal data (within the meaning of the DPA) and commercial sensitive information.
“Contract”	<p>the agreement in respect of the provision of the Services consisting of the following listed documents which shall be read as one document. In the event of ambiguity, conflict or contradictions between these documents the conflict will be resolved according to the following order of priority:</p> <ol style="list-style-type: none">1. the Contract Particulars (Annex A);2. the Service Specification (Annex B);3. the Pricing Schedule (Annex C);4. the Standard Terms and Conditions;5. the Tender except to the extent that any element of the Tender has been included in the Contract Particulars.

“Contractor/Provider”	the contractor/service provider/trainer and where applicable this shall include the Provider's Employees, sub-contractors, agents, representatives, and permitted assigns and, if the Provider is a consortium or consortium leader, the consortium members.
“Contract Manager”	the person named in the Contract Particulars as the contract manager and any replacement from time to time in accordance with clause 7.2.
“Contract Particulars”	the document attached hereto at Annex A and detailing the specific core terms agreed between the parties with regard to the Services which shall include but not be limited to the Pricing Schedule, Delivery Instructions, Commencement Date, Authorised Officer, Contract Manager, Key Personnel, Contract Period.
“Contract Period”	the period of the contract as stated in the Contract Particulars (and any extension in accordance with clause 5).
“Control”	control as defined by section 416 of the Income and Corporation Taxes Act 1988.
“Data Controller”	for the purposes of this Agreement means Wythenshawe Community Housing Group
“Data Processor”	is defined within the DPA and refers to the Supplier for the purposes of this agreement
“Data Protection Legislation DPL”	means all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).
“DPA”	means the Data Protection Act 2018
“Data Sharing Code of Practice”	means the code of practice issued by the Information Commissioner in respect to the sharing of Personal Data
“Data Subject”	means an individual who is the subject of Personal Data

“Delivery Instructions”	the instructions provided in the Contract Particulars and any other information that the Group considers appropriate to the provision of the Services.
“Employee”	any person employed by the Provider to perform the Contract which will also include the Provider's servants, agents, voluntary and unpaid workers and subcontractors and representatives or, in respect of clause 27 (TUPE and Re-Tendering) and any other TUPE obligation, an individual employed by the Provider in the performance of the Services.
“EIR”	The Environmental Information Regulations 2004.
“Force Majeure”	any cause materially affecting the performance by a party of its obligations under this Contract arising from any act beyond its reasonable control and affecting either party, including without limitation: acts of God, war, industrial action (subject to clause 34.3), protests, fire, flood, storm, tempest, epidemic, explosion, acts of terrorism and national emergencies.
“GDPR”	means the EU General Data Protection Regulation 2016/679. Any articles referred to herein are under this legislation
“Good Industry Practice”	the exercise of such degree of skill, diligence, care and foresight which would reasonably and ordinarily be expected from a skilled and experienced Provider engaged in the supply of services similar to the Services under the same or similar circumstances as those applicable to the Contract.
“HRA”	The Human Rights Act 1998.
“Intellectual Property Rights”	patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.
“Invitation to Quote”	the Group’s invitation to quote for the Contract.
“Key Personnel”	those persons named in the Contract Particulars as being key personnel and any replacement from time to time under clause 10.1.5.
“Law”	any applicable Act of Parliament, sub-ordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, enforceable

	community right within the meaning of section 2 of the European Communities Act 1972, bye-law, regulatory policy, guidance or industry code, judgement of a relevant court of law, or directives or requirements of any regulatory body of which the Provider is bound to comply.
“Liabilities”	any loss or damage (including reasonable attorneys’ fees) incurred in connection with any third party claim, suit or proceeding
“Order”	an order for Services to be provided where the Contract is identified in the Contract Particulars to be delivered by call off.
“Personal Data”	means personal data (as defined in the DPL) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement
“Personal Data Breach”	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data. This includes breaches that are the result of both accidental and deliberate causes.
“Processing”	In relation to information or data means obtaining, recording or holding the information or data or carrying out any operation or set of operations on the information or data as set out in DPA
“Price”	the price of the Services as set out in Pricing Schedule which is Annex C to the tender document
“Pricing Schedule”	the schedule from the Tender detailing the pricing as detailed in the Contract Particulars.
“Tender”	the Provider’s tender for the Services in response to the Group’s Invitation to Tender.
“Replacement Contractor”	any company, organisation or person who replaces the Provider following termination or expiry of all or part of this Contract
“Service Specific Terms and Conditions”	the additional terms and conditions attached as Annex B to these Standard Terms and Conditions which were set out in the Invitation to Tender.
“Services”	the services described in the Specification to be supplied by the Provider in accordance with the Contract.
“Specification”	the specification attached as Annex B to this document and sets out the Group's requirements in relation to the Services.
“Standard Terms and Conditions”	the terms and conditions set out in this document.

“TUPE”	The Transfer of Undertakings (Protection of Employment) Regulations 2006.
“VAT”	means Value Added Tax or any similar tax from time to time replacing it or performing a similar fiscal function.

- 1.2 Any reference to a person shall include any natural person, partnership, joint venture, body corporate, incorporated association, government, governmental agency, persons having a joint or common interest, or any other legal or commercial entity or undertakings.
- 1.3 A reference to any statute, order, regulation or similar instrument shall be construed as a reference to the statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.
- 1.4 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- 1.5 words importing the masculine include the feminine and the neuter;
- 1.6 the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";

2. HEADINGS

- 2.1 The index and headings to the clauses and appendices to and schedules of this Contract are for convenience only and will not affect its construction or interpretation.

3. NOTICES

- 3.1 Any notice required by this Contract to be given by either party to the other shall be in writing and shall be served personally, or by sending it by registered post or recorded delivery to the appropriate address notified to each other as set out in the Contract Particulars.
- 3.2 Any notice served personally will be deemed to have been served on the day of delivery; any notice sent by post will be deemed to have been served 48 hours after it was posted;

4. ENTIRE AGREEMENT

- 4.1 The Contract constitutes the entire agreement between the parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this clause 4 shall not exclude liability in respect of any fraudulent misrepresentation.

PART B - PROVISION OF SERVICES

5. CONTRACT PERIOD

- 5.1 The Contract shall commence on the Commencement Date and subject to clause 5.2 shall continue for the Contract Period.
- 5.2 If the Contract Period includes an option to extend and the Group intends to take up the option, the Provider shall be notified in writing within the period stated in the Contract Particulars prior to the commencement of the extension. If no such notification is issued the Contract shall automatically expire after the initial Contract Period.

6. PERFORMANCE

- 6.1 The Services shall be provided in accordance with any Delivery Instructions in the Contract Particulars.
- 6.2
- 6.3 The Group will have the right to observe the Provider's performance of the Services at any time and at the place of performance of the Services which shall not be limited to those Services which are being performed on the Group's premises.
- 6.4 If the Provider at any time becomes aware of any act or omission, or proposed act or omission by the Group which prevents or hinders, or may prevent or hinder the Provider from performing the Services in accordance with the Contract, the Provider shall inform the Group and the Group may, at its absolute discretion, extend the period of the Contract accordingly.
- 6.5 If the Provider at any time becomes aware of any material matter that could affect the performance of the Services in accordance with the Contract, the Provider shall inform the Group immediately.
- 6.6 If the Provider has a change in Control, the Provider shall inform the Group as soon as reasonably practicable.
- 6.7 The Group retains the Provider for the performance of the Services on a non exclusive basis.

7. CONTRACT MANAGER

- 7.1 The Provider shall employ a competent and authorised Contract Manager empowered to act on behalf of the Provider for all purposes connected with the Contract.
- 7.2 The Provider shall forthwith give notice in writing to the Group of any change in the identity, address and telephone numbers of the person appointed as Contract Manager. The Provider shall give maximum possible notice to the Group before changing its Contract Manager.

8. ORDERING PROCESS

- 8.1 Where this Contract is identified as requiring Orders in the Contract Particulars the Provider shall accept Orders made in writing by the Group under the provisions of this clause.
- 8.2 The Orders shall state the type of or part of the Services required including the Group's requirements with regard to timescale for delivery of those Services.

9. RISK IN AND TITLE TO GOODS

- 9.1 Title in any goods provided as part of the Services shall pass to the Group upon delivery or early payment without prejudice to any rights of rejection which may accrue to the Group under the Contract or otherwise.

10. WARRANTY

10.1 The Provider warrants to the Group that the Services will be provided:

10.1.1 by a sufficient number of appropriately qualified, trained and experienced personnel with a high standard of skill, care and due diligence and in accordance with Good Industry Practice;

10.1.2 in accordance with the Contract and any descriptions provided by the Provider;

10.2 The Provider warrants to the Group that to the extent that any goods, equipment or consumables are provided as part of the Services they will:

10.2.1 be free from defects in design, material and workmanship; and

10.2.2 be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health.

10.3 Without prejudice to the Group's rights to terminate under clause 13 (Termination), if any of the Services supplied are not in accordance with the Contract, the Group shall be entitled to:

10.3.1 require the Provider to provide replacement Services in accordance with the Contract as soon as reasonably practicable and in any event within fourteen (14) days of a request to do so; or

10.3.2

11. CONTRACTOR'S EMPLOYEES

11.1 The Group reserves the right under the Contract to refuse to admit to, or to withdraw permission to remain on, any premises occupied by or on behalf of the Group:

11.1.1 any member of the Provider's Employees; and/or

11.1.2 any person employed or engaged by a sub-contractor, agent or servant of the Provider

whose admission or continued presence would be, in the reasonable opinion of the Group, undesirable.

11.2 When directed by the Group, the Provider shall provide a list of the names and addresses of all persons (if any) who it is expected may require admission in connection with the Contract to any premises occupied by or on behalf of the Group (including schools), specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Group may reasonably desire.

11.3 The Provider's Employees, engaged within the boundaries of any of the Group's premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at that establishment and when outside that establishment.

11.4 The decision of the Group as to whether any person is to be refused access to any premises occupied by or on behalf of the Group shall be final and conclusive.

- 11.5 The Provider shall replace any of the Provider's Employees who the Group reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Provider's Employees for any reason, the Provider shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.

11.6

PART C - PRICE AND PAYMENT

12. PRICE, PAYMENT AND VARIATION

- 12.1 The Group shall pay the Price for the Services to the Contractor/Provider.
- 12.2 The Provider shall submit an invoice to the Group annually in advance.
- 12.3 Payment of any undisputed invoice will be made no later than thirty (30) days following the date of receipt of the invoice by the Group.
- 12.4 The Group reserves the right to withhold payment of the relevant part of the Price without payment of interest where the Provider has either failed to provide the Services at all or has provided the Services inadequately and any invoice relating to such Services will not be paid unless or until the Services have been performed.
- 12.5 Any overdue sums will bear interest from the due date until payment is made at 2% per annum over the Co-operative Bank plc base rate from time to time.
- 12.6 Each party may set off any undisputed sums due to it from the other party under this Agreement against sums it owes to the other party under this Agreement and may for such purpose convert or exchange any sums owing to the Provider into any other currency or currencies in which the obligations of the Group are payable under this Contract. The Group's rights under this clause will be without prejudice to any other rights or remedies available to the Group under this Contract or otherwise. Neither party shall exercise any right of set-off without giving the other party reasonable prior written notice
- 12.7 Further details of payment, if any, are set out in the Pricing Schedule and/or Contract Particulars.
- 12.8 Prices and all other sums payable under this Contract are stated exclusive of VAT. Where applicable, VAT shall be payable by the Group to the Provider only upon receipt of a valid VAT invoice therefore.
- 12.9 The Group shall accept and process for payment an electronic invoice submitted for payment by the Supplier where the invoice is undisputed and where it complies with the standard on electronic invoicing.

12.11. PRICE VARIATION

- 12.11.1 The rates and prices stated in the Pricing Schedules shall remain fixed for the period from the Commencement Date until the Review Date and thereafter shall be varied in accordance with this Condition.

PART D - TERMINATION AND CONSEQUENCES OF TERMINATION

13. TERMINATION

13.1 Subject to the provisions of clause 34 (Force Majeure) the Group may terminate the Contract with immediate effect by notice in writing to the Provider on or at any time if:

13.1.1

13.1.2 the Provider, being an individual, or where the Provider is a firm, any partner or partners in that firm who together are able to exercise direct or indirect control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so, or appears unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of Section 268 of the Insolvency Act 1986 or he shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985 as amended by the Bankruptcy (Scotland) Act 1993 or any application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of his estate, or a trust deed shall be granted by him for the benefit of his creditors; or any similar event occurs under the law of any other jurisdiction; or has a receiver appointed under the Mental Health Act 1983 or dies; or

13.1.3 the Provider, being a company, passes a resolution, or the Court makes an order that the Provider or its Parent Company be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the Provider or the Parent Company, or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding-up order, or the Provider or its Parent Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any similar event occurs under the law of any other jurisdiction; or

13.1.4 the Provider is convicted of a criminal offence; or

13.1.5 the Provider ceases or threatens to cease to carry on its business; or

13.1.7 the Provider is in breach of any of its material obligations under this Contract that is capable of remedy and which has not been remedied to the satisfaction of the Group within 30 days, or such other reasonable period as may be specified by the Group after issue of a written notice specifying the breach and requesting it to be remedied; or

13.1.8 there is a material breach by the Provider of any of its obligations under this Contract which is incapable of remedy; or

- 13.1.19 the Provider commits persistent minor breaches of this Contract which, taken together, amount to a material breach.
- 13.2 The Group reserves the right to terminate the Contract in part in the case of termination under clauses 13.1.7, 13.1.8 and 13.1.9.
- 13.3 The Group reserves the right to perform the Services at any time in whole or part itself where the Provider is in breach of the Contract.
- 13.4 Where this Contract is subject to Orders as specified in the Contract Particulars the Group has the right to terminate any individual Order or Orders or the whole Contract under the provisions of this clause 14.
- 13.5 This Contract may be terminated in accordance with the Force Majeure and Transfers, Cancellations and Postponements Rights as specified in the Contract Particulars.
- 13.8 The Supplier may terminate the Agreement if the Group fails to pay any undisputed sums on 3 separate occasions during a 6 month period.
- 13.9 The Provider will provide the Client with reasonable assistance for the orderly transfer of Services to the Client or a replacement Provider for a period not exceeding 30 days following termination. Thereafter assistance will be charged for at the Provider's standard professional services rates for such assistance. .

14. CONSEQUENCES OF TERMINATION

- 14.1 If this Contract is terminated in whole or in part the Group shall:
- 14.1.1 be liable to pay to the Provider only such elements of the Price, if any, that have properly accrued in accordance with the Contract or the affected part of the Contract up to the time of the termination; and/or
- 14.2 Where the Provider engages in conduct prohibited by clauses 34.1 and 34.2 in relation to this contract, the Group has the right to:
- 14.2.1 terminate the Contract
- 14.3 Upon the termination of the Contract for any reason, subject as otherwise provided in this Contract and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under the Contract.
- 14.4 Where termination arises under clause 13.5, the terminating party shall pay to the other party any reasonable, direct and quantifiable costs reasonably incurred by the other party due to early termination subject to the maximum liability provision in clause 17.r
- 14.5 If the Contract is terminated in accordance with clause 34.4 neither party will have any liability to the other except that any rights and liabilities which accrued prior to termination will continue to exist.

14.7 Upon the termination of the Contract:

14.7.1 each party shall return to the other party all equipment, materials and property belonging to the other party that the other party had supplied to it in connection with this agreement;

14.7.2 each party shall return to the other all documents and materials (and any copies) containing the other party's Confidential Information and, to the extent possible, erase any such Confidential Information from its computer systems;

14.7.3 any software or intellectual property licences granted by one party to the other pursuant to clause 20 or otherwise in relation to this agreement shall terminate.

14.8 Either party may request the other party to certify in writing that they have complied with their obligations under clause 14.7.

15. DISPUTE RESOLUTION PROCEDURE

15.1 If a dispute arises between the Group and the Provider in connection with the Contract, the parties shall each use reasonable endeavours to resolve such dispute by means of prompt discussion at an appropriate managerial level.

15.2 If a dispute is not resolved within fourteen (14) days of referral under clause 15.1 then either party may refer it to an officer of suitable seniority or an appropriate nominated officer of each party for resolution and such officers shall meet for discussion within 14 days or longer period as the parties may agree.

15.3 A dispute not resolved in accordance with clauses 15.1 and 15.2, shall next be referred at the request of either party to a mediator appointed by agreement between the parties and such appointment shall be made not later than 28 days or longer period as the parties may agree after service of a request in writing by either party to do so. The parties shall contribute equally to the costs of mediation.

15.4 Where one party refuses to agree or appoint a mediator, or fails to do so within the time specified, in accordance with clause 15.3 the other party, may give notice in writing to the party in default that it proposes to appoint a mediator to act as sole mediator and if the party in default does not within 7 clear days of that notice being given agree an arbitrator or make the required appointment, and notify the other party that it has done so, the other party may appoint a mediator as sole mediator. The parties shall contribute equally to the costs of mediation.

15.5 Where parties fail to reach an agreement to resolve the dispute through the mediation procedure detailed in clauses 15.3 and 15.4, either party may pursue any other available remedy in accordance with this Contract. For the avoidance of any doubt where parties fail to reach an agreement both parties shall contribute equally to the costs of mediation.

15.6 Nothing in this clause shall preclude either party from applying at any time to the English courts for such interim or conservatory measures as may be considered appropriate.

15.7 For the avoidance of any doubt this clause 16 shall not be invoked where a party wishes to terminate the Contract, with or without notice, in accordance with clause 14.

16. SURVIVAL

- 16.1 The following clauses will survive termination or expiry of the Contract: Clause 9 (Risk in and Title to the Goods), Clause 14 (Consequences of Termination), Clause 19 (Intellectual Property), Clause 20 (Confidentiality and Publicity), Clause 21 (Data Protection), Clause 22 (Freedom of Information), Clause 23 (Record Keeping and Monitoring), Clause 27 (TUPE and Re-Tendering), Clause 32 (Severance), Clause 38 (Non Solicitation and Offers of Employment) and Clause 40 (Law and Jurisdiction).

PART E - INSURANCE AND LIABILITIES

17. INSURANCE

- 17.1 The Provider shall maintain insurance necessary to cover any liability arising under the Contract as set out in the Contract Particulars.
- 17.2 The Provider shall prior to the Commencement Date and on each anniversary of the Commencement Date and/or upon request provide evidence that all premiums relating to such insurances have been paid.

18. INDEMNITY AND LIABILITY

- 18.1 Neither party seeks to exclude or limit its liability for:
- 18.1.1 death or personal injury caused by its negligence (but will not be liable for death or personal injury caused by the other party's negligence);
 - 18.1.2 fraudulent misrepresentation; or
 - 18.1.3 any other matter in respect of which, as a matter of Law, liability cannot be excluded or limited.
- 18.2 Except as specifically provided, neither party shall in any event be liable to the other for any indirect or consequential loss (including loss of profit, loss of business opportunity, loss of business, loss of goodwill, loss of production and pure economic loss) however caused.
- 18.3 Subject to clauses 18.1, 18.2, 18.5 and 18.6, the Provider's liability to the Group under the Contract whether in contract, tort (including negligence) or otherwise shall be limited to the proportion of the Price stated in the Contract Particulars which is paid and payable at the time that the liability arises.
- 18.4 Subject to clauses 18.1 and 18.2 and 18.6, the Group's liability to the Provider under the Contract whether in contract, tort (including negligence) or otherwise shall be limited to the proportion of the Price stated in the Contract Particulars which is paid and payable at the time that the liability arises.
- 18.5 The Provider shall indemnify the Group in full without limitation of liability for any direct loss of or damage to the real property of the Group or any third party or injury claimed by any third party and against all Liabilities awarded against or incurred by the Group (including legal expenses on an indemnity basis) arising from the Provider's gross negligence.

18.6 *Mutual Indemnities*

Each party shall defend, indemnify and hold the other harmless from and against any loss or damage (including reasonable attorneys' fees) incurred in connection with any third party claim, suit or proceeding ("Claim") arising out of (i) any breach by the other of the Data Protection Legislation (including failure to comply with, as applicable, obligations as a Processor under the Data Protection Legislation) or (as applicable) clause 14.1 (Data Protection); (ii) any breach by the other of its confidentiality obligations under Clause 21; or (iii) any allegation that the other's use of the software as provided hereunder infringes an Intellectual Property Right, or allegation that the software as provided hereunder infringes an issued patent or other Intellectual Property Right, as applicable. Neither Party's aggregate liability under or in connection with a breach of their respective indemnity obligations this clause 18.6 shall (whether in tort, contract, breach of statutory duty or otherwise) exceed a sum equal to three times (3x) the amount actually paid by Group to Provider hereunder during the 12-month period prior to the event giving rise to such liability.

18.7 Indemnity claims by third parties shall be notified promptly, and the notifying party shall allow the indemnifying to manage the defence and settlement of such claims.

19. **SAFEGUARDING**

19.1 The Contractor shall ensure that:

- (i) where any form of abuse is suspected or alleged, all employees know how to report that suspicion or allegation to their manager
- (ii) A whistle blowing policy is in place, consistent with guidance outlined in the Public Interest Disclosure Act (1998)
- (iii) any such suspicion or allegation of abuse is referred in writing to the Group and regulatory body as required

19.2

- a) The Contractor may require all Staff to attend specific training related to the abuse of vulnerable adults / children at the appropriate level and where applicable.
- b) The training described above should normally form part of the induction programme for new employees. For existing Staff, this training should normally be included in each individual's annual development plan. For all Staff, reviewing and updating competence in adult /children protection should normally be included as part of each individual's annual development plan.

PART F - PROTECTION OF INFORMATION

20. INTELLECTUAL PROPERTY

- 20.1 Subject to the terms and conditions of this Agreement, Provider hereby grants to Group, during the term of this Agreement, a worldwide, royalty-free, non-exclusive, non-transferable, non-sublicensable right to use the software identified in the Contract particulars ("Solutions").
- 20.2 The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and any Intellectual Property Rights or other rights, title, and interest, whether conceived by Provider alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Provider (and its licensors and are protected by applicable intellectual property laws.
- 20.3 All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:
- 20.3.1 provided to the Provider by the Group shall remain the property of the Group;
- 20.3.2 prepared by or for the Provider specifically for the use, or intended use, in relation to the performance of the Contract shall belong to the Group subject to any exceptions set out in the Contract Particulars, and any additional exceptions agreed by both parties during the time of the contract.
- 20.4 The Provider shall obtain necessary approval before using any material, in relation to the performance of the Contract which is or may be subject to any third party Intellectual Property Rights. The Provider shall procure that the owner of the Intellectual Property Rights grant to the Group a non-exclusive licence, or if the Provider is itself a licensee of those rights, the Provider shall grant to the Group an authorised sub-licence, to use the Intellectual Property Rights. Such licence or sub-licence shall be non-exclusive.. .
- 20.5 It is a condition of the Contract that the Services will not infringe any Intellectual Property Rights of any third party
- 20.6 At the termination of the Contract the Provider shall at the request of the Group immediately return to the Group all materials, work or records held in relation to the Services, including any back-up media.

21. CONFIDENTIALITY AND PUBLICITY

- 21.1 Receiving Party shall not disclose or use any Confidential Information of the other party ("**Disclosing Party**") for any purpose other than performance or enforcement of this Agreement without Disclosing Party's prior written consent.
- 21.2 Any documents provided by the Group and information which the Provider may acquire as a result of the Contract shall to the extent that they are not in the public domain or required to be disclosed by operation of Law remain confidential to the Group and shall not be disclosed disposed of or used for any purpose without prior written consent from the Group.

- 21.3 All Confidential Information provided by the Group to the Provider shall be returned to the Group at the end of the Contract.

22. DATA PROTECTION (Processing Only – if Controller to Controller use a data sharing agreement)

- 22.1 In accordance with article 29 of GDPR the Provider agrees to only process Personal Data as set out in this Agreement or as otherwise notified by the Group (unless required by law to act without such instruction) and only to the extent to perform its obligations detailed in this Agreement.
- 22.2 The Provider shall inform the Group if it believes the instructions received breach Data Protection legislation.
- 22.3 The Provider shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the DPA.
- 22.4 The Provider shall ensure that it does not knowingly or negligently do or omit to do anything which places the Group in breach of the Group's obligations under the DPA
- 22.5 **Data Transfer.** To the extent that the activities of either Party pursuant to the Agreement are subject to the GDPR, Group agrees that Provider may transfer Group Personal Data processed by or on behalf of Provider in connection with the provision of the services to countries outside the European Economic Area ("EEA") and the United Kingdom ("UK") provided all such transfers by Provider shall (to the extent required under DPL) be: (i) to a country, territory, or jurisdiction deemed, at the time of such transfer, by both the European Commission and the U.K. (pursuant to section 17A of the DPA 2018) to have an adequate level of protection pursuant to Article 45 of the GDPR (an "Adequate Country"); (ii) to an entity that is based in a country, jurisdiction, or territory that is not an Adequate Country (a "Non-Adequate Country") but which is certified under a framework deemed adequate and approved by the European Commission (such as the EU-US Data Privacy Framework, the UK Extension established thereto pursuant to the UK's Data Protection (Adequacy) (United States Of America) Regulations 2023, and the Swiss-US Data Privacy Framework); or (ii) to any other entity located in a Non-Adequate Country provided always that: (x) either Party has provided appropriate safeguards in relation to such transfer; (y) the relevant Data Subjects have enforceable rights and effective legal remedies; and (z) Provider complies with its obligations under the DPL by providing an adequate level of protection to any Group Personal Data that is thus transferred. The provisions of this clause 16 shall constitute Group's instructions with respect to transfers in accordance with this Agreement. Group acknowledges that, due to the nature of cloud services, the Group Personal Data may be transferred to other geographical locations in connection with use of the services further to access and/or computerized instructions initiated by the Group's personnel or third parties instructed by the Group, and Group acknowledges that Provider does not control such processing and Group shall ensure that its personnel

(and all others acting on its behalf) only initiate the transfer of Group Personal Data to other geographical locations if appropriate safeguards are in place and that such transfer is in compliance with all applicable DPL.

- 22.6 Subject to the other provisions of this Agreement, The Provider agrees to not disclose Personal Data to any third parties in any circumstances other than with the written consent of the Group unless the disclosure is in compliance with a legal obligation imposed upon the Group.
- 22.7 The Provider agrees to assist the Group in performing a Data Subject Access Request and allowing Data Subjects to exercise their rights under the UK GDPR. This will be at no additional cost to the Group.
- 22.8 In line with Article 33 the Provider must promptly notify the Group of any Data Loss Event or breach of the security requirements of the Group, outlining the approximate number of Data Subjects concerned and the categories of Personal Data records concerned.
- 22.9. The Provider must also promptly notify the Group if it receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement.
- 22.10 Each party agrees to comply with the Data Sharing Code of Conduct where applicable
- 22.11 The Provider shall ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Group, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to 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);
- 22.12 The Provider shall ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential and ensure that only personnel who are required to assist the Supplier in fulfilling its obligations under the terms of this Contract have access to that Personal Data.
- 22.13 The Provider shall remain fully liable for the acts and omissions for any sub-processor it has chosen.
- 22.14 **Designated Data Protection Officer** - The Provider has appointed a Data Protection Officer ("DPO") responsible for overseeing compliance with applicable data protection laws. The DPO may be contacted at:

Name: Andrew Freaney

Email: dpo@learningpool.com

Address: Old City Factory, 100 Patrick Street, Derry, BT487EL

The DPO shall serve as the primary point of contact for any inquiries, requests, or complaints relating to the processing of personal data under this Agreement.

- 22.15 On satisfactory completion of the Service or on termination of this agreement, the Provider (Data Processor) will ensure that the Personal Data is securely removed from their systems and any printed copies securely destroyed. In complying with this clause, electronic copies of the Personal Data shall be securely destroyed by either physical destruction of the storage media or secure deletion using appropriate electronic shredding software that meets HM Government standards. Any hard copy will be destroyed by cross-cut shredding and secure re-cycling of the resulting paper waste.
- 22.16 **Sub processing.** Group consents to Provider's use of its existing sub-processors, which is provided at <https://learningpool.com/subprocessors/> and grant Provider a general written authorization to engage sub-processors as necessary to perform the Services. Where Provider authorises any sub-processor as described in this Clause 22.16 (i) Provider will restrict the sub-processor's access to Group Personal Data only to what is necessary to maintain, improve, develop, analyse and enhance the Services (including without limitation Group and technical support) or to provide the Services to Group and any end users in accordance with the software documentation and Provider will prohibit the sub-processor from accessing Group Personal Data for any other purpose; (ii) Provider will enter into a written agreement with the sub-processor and, to the extent that the sub-processor is performing the same data processing services that are being provided by Provider under this Agreement, Provider will impose on the sub-processor the same contractual obligations that Provider has under this Agreement; and (iii) Provider will remain responsible for its compliance with the obligations of this Agreement and for any acts or omissions of the sub-processors that cause Provider to breach any of Provider's obligations under this Agreement.
- 22.17 **Data Security.** Provider's IT security and compliance program includes the following standards: (i) implementation of reasonable and appropriate technical, organisational, and security measures to protect against the destruction, loss, unavailability, unauthorised access, or alteration of Personal Data in the possession or under the control of the Provider. This includes measures to ensure the availability of information following an interruption to, or failure of, critical business processes; (ii) conducting an annual assessment of its security controls performed by an accredited third-party audit firm in accordance with the Statement on Standards for Attestation Engagements No. 18 (SSAE 18). Upon written request, Provider shall provide the Group with a copy of its current SSAE 18 SOC 2 report. Provider's security framework is based on the security requirements and controls within ISO/IEC 27001 and ISO/IEC 27002.
- 22.18 **Records and audits.** Provider shall maintain accurate records and information to demonstrate its compliance with this Clause 22. Where Provider has obtained ISO 27001 certifications and SSAE 18 Service Organization Control (SOC) 2 reports for a particular Service as described in the solution documentation, Provider agrees to

maintain these certifications or standards, or appropriate and comparable successors thereof, for the duration of the Agreement. Upon request, Provider shall provide a copy of its certification audit reports to Group (or Groups third-party auditor) a completed annual security questionnaire, a report confirming compliance with this Clause 22, and the then most recent third-party audit certification to assist Group's verification of Provider's compliance with the audit standards against which it has been assessed, and this Clause 22. Such information shall be strictly subject to the confidentiality provisions of the Agreement. Group and Provider shall each bear the respective costs and expenses in undertaking, enabling, facilitating, and/or contributing to any such audit or inspection and assisting with the provision of information pursuant thereto. Provider uses external auditors to verify the adequacy of its security measures. This audit: (a) will be performed at least annually; (b) will be performed according to ISO 27001 standards or such other alternative standards that are substantially equivalent to ISO 27001; (c) will be performed by independent third-party security professionals at Provider's selection and expense. Group agrees to exercise any right it may have to conduct an audit or inspection, by instructing Provider to carry out the audit described in this Clause 22.18. If Group wishes to change this instruction regarding the audit, then Group has the right to request a change to this instruction by sending Provider written notice as provided for in the Agreement, but any other measures would be at the Group's cost.

23 RECORD KEEPING, MONITORING AND ASSISTANCE

- 23.1 In order to assist the Group in its record keeping and monitoring requirements including auditing requirements, the Provider shall keep and maintain for six (6) years (or such longer time period required in accordance with any specific legislation) after the Contract has been completed, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed by the Group, and all payments made by the Group. The Provider shall on request allow the Group or the Group's representatives such access to (and copies of) those records as may be required by the Group in connection with the Contract.
- 23.2 The Provider will at its own cost, provide any reasonable information that may be required by the Group to comply with the Group's procedures for monitoring of the Contract.
- 23.3 The Provider will at its own cost, provide any information that may be required by the local government Ombudsman.
- 23.4 The quality of service delivery by the Contractor will be assessed based on:
- 23.5 Analysis of compliments and complaints.
- 23.6 Service User feedback

- 23.7 The required performance outcomes will be monitored quarterly
- 23.8 The Service Provider will submit quarterly usage reports detailing numbers and categories of referrals to the Support Service in the previous quarter.

PART G - STATUTORY OBLIGATIONS

24 HEALTH AND SAFETY

- 24.1 The Provider shall comply with all relevant health and safety legislation in force, accepted industry best practice and all its own health and safety policies from time to time and the Provider shall at its own costs provide copies of such policies to the Group upon request by the Group.

25. CORPORATE REQUIREMENTS

- 25.1 The Provider shall comply with all obligations under the HRA.
- 25.2 The Provider shall adopt and comply with its own policies and rules, such as, but not limited to:
- 25.1.1 equality and diversity policies which shall comply with its statutory obligations under the Equality Act 2010 and all other relevant anti-discrimination and equalities legislation (including but not limited to the Race Relations Act 1976, the Sex Discrimination Act 1975, the Disability Discrimination Act 1995, the Human Rights Act 1998, the Race Relations (Amendment) Act 2000, the Gender Recognition Act 2004, the Disability Discrimination Act 2005, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Sexual Orientation) Regulations 2003 and the Employment Equality (Age) Regulations 2006), codes of practice and guidance and accordingly will not unlawfully discriminate against (either directly or indirectly) or treat less favourably than others any person or group of people because of their colour, race, nationality or ethnic origin, disability, sex or sexual orientation, religion or belief, or age;
 - 25.2.2 sustainability;
 - 25.2.3 information security rules;
 - 25.2.4 whistleblowing and/or confidential reporting policies; and
 - 25.2.5 all site rules and relevant legislation relevant to the fulfilment of the Provider's obligations in the performance and delivery of the Services.

The Provider shall ensure that such policies are where applicable compatible with the Group's policies and shall at its own costs provide copies of any such policies to the Group upon request by the Group.

- 25.3 The Provider shall not unlawfully discriminate within the meaning and scope of any law including but not limited to the Provider's obligations under the Disability Discrimination Act 1995 and all regulations and Codes of Practice made thereunder, enactment, order, or regulation relating to discrimination (whether age, race, gender, religion, disability, sexual orientation or otherwise) in employment and the Provider in performing the Services shall have due regard to the need:
- 25.3.1 to eliminate unlawful racial discrimination; and
 - 25.3.2 to promote equality of opportunity and good relations between people of different racial groups
 - 25.3.3 the Provider shall comply at all times with any Race Relations Performance Requirements in the performance of the Services.
- 25.4 The Provider shall comply with all relevant legislation relating to its Employees however employed including (but not limited to) the compliance in law of the ability of the Employees to work in the United Kingdom.
- 25.5 If the Provider has a finding against it relating to its obligations under clause 25.4 it will provide the Group with:
- 25.5.1 details of the finding; and
 - 25.5.2 the steps the Provider has taken to remedy the situation.

27. LAW AND CHANGE IN LAW

- 27.1 The Provider shall comply at all times with the Law in its performance of the Contract.
- 27.2 On the occurrence of a Change in Law which has a direct effect upon the Price the parties shall meet within fourteen (14) days of the Provider notifying the Group of the Change in Law to consult and seek to agree the effect of the Change in Law and any change in the Price as a result following the principle that this clause is not intended to create an artificial cushion from market forces for the Provider. If the parties, within fourteen (14) days of this meeting, have not agreed the occurrence or the impact of the Change in Law, either party may refer the matter to dispute resolution in accordance with clause 16.
- 27.3 Any agreed additional sums payable as a result of the operation of clause 27.2 shall be included in the Price. For the avoidance of doubt nothing in this Contract is intended to allow the Provider double recovery of any increase in costs.

28. TUPE AND RE-TENDERING

- 28.1 In the event of expiry or termination of this Contract or whenever reasonably requested by the Group in preparation for tendering arrangements the Provider will provide the Group with such assistance as the Group may require and provide at no cost to the Group any information the Group (whether on its own account or on behalf of any potential or confirmed Replacement Provider) may request in relation to the Employees including but not limited to, providing employee liability information as required under Regulation 11 of TUPE and such information is to be provided by the Provider to the Group within a reasonable period as specified by the Group which shall be no longer than 28 days from the Group's request for such information in any event.

- 28.2 The Provider authorises the Group to pass any information supplied to any Replacement Provider or potential Replacement Provider and the Provider will secure all necessary consents from relevant Employees in order to do this.
- 28.3 The Provider will keep the Group and any Replacement Provider indemnified in full against all Liabilities arising directly or indirectly in connection with any breach of this clause or inaccuracies in or omissions from the information provided.
- 28.4 The Provider shall comply with the TUPE requirements as detailed in the Special Terms and Conditions.
- 28.5 The Provider acknowledges that the Group has a duty, in the event of a re-retender, to provide bidders with employee liability information to enable them to compute their bids on an equal footing. In this regard, the Parties agree that notwithstanding the provisions of the 2014 TUPE Regulations, the Group may, before the expiry of this agreement and in any event not more than six months before the expiry or termination of the agreement, request employee liability information.
- 28.6 In response to the request by the Group under clause 28.5.1 the Provider will provide the information within the time and manner as specified at clause 28.1. The information shall be provided in a provisional list “the Provisional List” and shall be complete and accurate at the time.
- 28.7 In the event of a change of provider following a re-tender and a consequent contract award, the Group shall inform the Provider of the transfer date and following such and at least 28 days before the transfer, the provide will provide or furnish the Group and the Replacement Provider employee liability information in a list , “the Final List”. The Final List will be a complete and accurate at the time of the provision

29. BUSINESS CONTINUITY

- 29.1 The Provider confirms that it has its own Business Continuity Plan (BCP) which aligns to ISO and that it will act in accordance with it.

PART H - GENERAL PROVISIONS

30. CONTRACT VARIATION

- 30.1 Subject to clause 30.2, no variation or modification to the Contract is valid unless it is in writing and signed by the Group and the Provider.
- 30.2 The Group shall be entitled to issue to the Provider in writing or, in case of urgency orally (provided the Group confirms oral instructions in writing as soon as it is practicable), variation orders requiring the addition of any Services and/or the provision of emergency Services in accordance with revised Delivery Instructions. The Provider shall charge for the impact of the variation order in accordance with the rates and prices used to calculate the Price in the Tender.

31. THIRD PARTY RIGHTS

- 31.1 This Contract is enforceable by the original parties to it, by their successors in title and permitted assignees. Any rights of any person to enforce the terms of this Contract pursuant to The Contracts (Rights of Third Parties) Act 1999 are excluded.

32. NO WAIVER

- 32.1 Failure by either party at any time to enforce any one or more of the provisions of this Contract or to require performance by the other party of any of the provisions shall not constitute or be construed as a waiver of the provision or of the right at any time subsequently to enforce all terms and conditions of this Contract nor affect the validity of the Contract or any part of it or the right of the parties to enforce any provision in accordance with its terms.
- 32.2 No waiver of any of the provisions of this Contract shall be effective unless it is expressed to be a waiver in writing and communicated in accordance with clause 3 (Notices).

33. SEVERANCE

- 33.1 If any provision of the Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity shall not impair or affect any other provision all of which shall remain in full force and effect.

34. ASSIGNMENT, SUB-CONTRACTING AND RESPONSIBILITY

- 34.1 Subject to any express provision of this Contract, the Provider shall not without the prior written consent of the Group (not to be unreasonably withheld), assign all or any benefit, right or interest under this Contract or sub-contract the provision of the Services.
- 34.2 The Group shall be entitled to:
- 34.2.1 assign, novate or dispose of its rights and obligations under this Contract either in whole or part to any contracting authority (as defined in The Public Contracts Regulations 2015 as amended); or
 - 34.2.2 transfer, assign or novate its rights and obligations where required by Law.

- 34.3 The Provider shall remain responsible and liable for the acts and omissions of any other members of a consortium arrangement, sub-contractors, servants, agents and Employees as though they were its own.

35. FORCE MAJEURE

- 35.1 Neither party shall be liable for failure to perform its obligations under the Contract if such failure results from Force Majeure.
- 35.2 If the Group or the delivery location is affected by circumstance of Force Majeure, the Group shall be entitled to, totally or partially, suspend the date or dates for delivery of the Services until the circumstances of the Force Majeure have ceased. The suspension shall not give rise to any claim by the Provider against the Group nor entitle the Provider to terminate the Contract.
- 35.3 Industrial action by, or illness or shortage of the Provider's Employees, agents or subcontractors, failure or delay by any of the Provider's suppliers to supply goods, components, services or materials and breach of the Provider's warranties under clause 10 shall not be regarded as an event of Force Majeure.
- 35.4 If the event of Force Majeure continues for more than the period of time specified in the Contract Particulars either party may give written notice to the other to terminate the Contract immediately or on a set termination date.
- 35.5 If the Contract is terminated in accordance with clause 35.4 neither party will have any liability to the other except that any rights and liabilities which accrued prior to termination will continue to exist.

36. INDUCEMENTS

- 36.1 The Provider shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Group any gift or consideration of any kind as an inducement or reward for doing, any act in relation to the obtaining or execution of the Contract or any other contract with the Group, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract. The attention of the Provider is drawn to the criminal offences under the Prevention of Corruption Acts 1889 to 1916.
- 36.2 The Provider warrants that it has not paid commission nor agreed to pay any commission to any Employee or representative of the Group by the Provider or on the Provider's behalf.
- 36.3 Where the Provider engages in conduct prohibited by clauses 36.1 and 36.2 in relation to this or any other contract with the Group, the Group has the right to:
- 36.3.1 terminate the Contract and recover from the Provider the amount of any loss suffered by the Group resulting from the termination, including the cost reasonably incurred by the Group of making other arrangements for the provision of the Services and any additional expenditure incurred by the Group throughout the remainder of the Contract Period; or
 - 36.3.2 recover in full from the Provider any other loss sustained by the Group in consequence of any breach of this clause whether or not the Contract has been terminated.

37. COSTS AND EXPENSES

- 37.1 Each of the parties will pay their own costs and expenses incurred in connection with the negotiation, preparation, execution, completion and implementation of this Contract.

38. NO AGENCY OR PARTNERSHIP

- 38.1 Nothing contained in this Contract, and no action taken by the parties pursuant to this Contract, will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.

39. NON SOLICITATION AND OFFERS OF EMPLOYMENT

- 39.1 The Provider agrees that it will not, without the prior written consent of the Group, whether directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other person and whether as a principal, shareholder, director, Employee, agent, consultant, partner or otherwise during the Contract Period or for a period of 12 months following termination of this Contract:

39.1.1 solicit or entice, or endeavour to solicit or entice, away from the Group, any person directly related to the Services employed in a senior capacity in a managerial, supervisory, technical, sales or administrative capacity by, or who is or was a consultant to, the Group at the date of the termination of this Contract or at any time during the period of one month immediately preceding the date of termination; or

39.1.2 attempt, or knowingly assist or procure any other person to do the above.

40. INSPECTION OF CONTRACTOR'S PREMISES

- 40.1 The Provider shall permit the Group to make any inspections or tests which may reasonably be required in respect of the Provider's premises in relation to the Contract.

41. LAW AND JURISDICTION

- 41.1 This Contract shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

42. OBLIGATION TO MITIGATE

- 42.1 The rights and remedies of the Provider and the Group under the Contract are without prejudice to their obligations at common law to mitigate their losses.

IN WITNESS of which this document has been executed on the date set out in the heading to this Contract

SIGNED by (Signature):

.....
duly authorised to sign for and on behalf of
WCHG.
Name: *Shahida Latif-Haider*
Shahida Latif-Haider

.....
Position: Exec Director of Transformation & Resources

.....
Date: 30/10/2025 | 11:31 GMT

SIGNED by Learning Pool Limited (Signature):

Adam Wilkes
.....
Name: Adam Wilkes

.....
Position: General Counsel

.....
Date: 29/10/2025 | 15:56 GMT

CONTRACT PARTICULARS

Contract Title	654 Learning Management System (LMS)		
Group	Wythenshawe Community Housing Group		
Contract Award Date	24 th October 2025		
Commencement Date (Implementation)	28 th October 2025		
Delivery and LMS Go-Live	13 th January 2026		
Contract Period	36 MONTHS (PLUS ONE X 12 MONTH EXTENSION)		
To be called off by Order	Yes	No	
Address for Notice	8 Poundswick Ln, Wythenshawe, Manchester M22 9TA		
Price	Year One	Year 2	Year 3
	£24,942.83 plus VAT being £29,931.48	£18,420.60 plus VAT being £22,104.72	£18,420.60 plus VAT being £22,104.72
Invoice Particulars	Accounts@wchg.org.uk		
Invoice Frequency	Annually in advance		
Number of Users	LMS – 520 Users Authoring – 2 users		
Definition of a User	The Group’s employees (or members, subject to the prior written consent of the Supplier) authorized to use the Services in accordance with the Terms and Conditions and subject to the maximum number of permitted users as set out in this Order (and each a “User”). The number of permitted Users is calculated by the number of active Users on the system within a 12-month subscription period. Access details (including without limitation user name and password) are specific to each User and shall not be shared.		
Insurance type:	Minimum level		
Employer’s Liability Insurance	Minimum cover of £10 million in any one claim.		
Public Liability Insurance	Minimum cover £5 million for each and every incident.		
Professional Indemnity	Minimum cover £250,000 for each and every incident.		

Fair Usage Policy		Customer shall use the Services in accordance with (the Fair Usage Policy at https://learningpool.com/fair-usage-policy/
Group Authorised Officers		
Name	Position	Contact Details
Rachel Fairhurst	Senior Learning & Development Business Partner	Rachel.fairhurst@wchg.org.uk
Laura Heron	Head of Human Resources	Laura.heron@wchg.org.uk
Shahida Latif-Haider	Executive Director of Transformation and Resources	Shahida.Latif-Haider@wchg.org.uk

Contractor Manager	
Name	Contact Details
Rachel Fairhurst	Rachel.fairhurst@wchg.org.uk

Contractor Key Personnel		
Name	Position	Contact Details

Annex B - Service Specification

Annex C

PRICE SCHEDULE – See Contract Particulars

Annex D – Data Processing Schedule

The following Data Processing Operations will apply to this contract:

Subject Matter of Processing:	The provider will process Personal for the purpose of the provision of the Learning Management System workstream in accordance with the terms of this Contract.
Identity of the Controller and Processor	<p>For the purposes of the data processing activities described in this schedule, the Controller is:</p> <p>Wythenshawe Community Housing Group (WCHG)</p> <p>8 Poundswick Lane, Wythenshawe, Manchester M22 9TA</p> <p>The contact details of WCHG's Data Protection Officer are: Jovian Smalley, Information Governance Manager, Email: jovian.smalley@wchg.org.uk</p> <p>The Processor is the Provider.</p>
Duration of Processing:	The Provider will process the Personal Data for the duration of the Contract Period or until the date of termination of this Contract, where applicable.
Nature and Purpose of the Processing:	<p>To maintain records required to allow the Processor to fulfil its duties to provide works and services in relation to the Learning Management System workstream as set out within this Contract.</p> <p>Compute, storage and such other Services as described in the Agreement and maintenance, development, analysis, improvement and enhancement of the Services and customer and technical support, and initiated by the Group from time to time.</p>
Type of Personal Data:	Personal data to include: Name, email address and department Group Personal Data uploaded to Provider platforms for the purposes of learning, technical data such as IP address, browser type and version, location, operating system/platform, usage data on how users use the Provider services.

Categories of Data Subject:	Colleagues
Specific Processing Instructions, including the plan for return and destruction data:	<p>Data will be shared between the Controller and Provider via a secure electronic method, to be confirmed. The Processor will ensure that any information is shared securely between itself and any Sub-processor.</p> <p>In line with WCHG's corporate retention schedules the Controller will keep the data for 6 years from the end of employment. The Processor will ensure that all personal data is destroyed securely at the end of the contract.</p>