1.1 INTERPRETATION

The Council warrants to the Customer free of charge and on a non-exclusive basis that the Services provided by the Council comply with all relevant legislation in relation to the Customer's business and to comply with legislation designed to enhance the right to privacy and confidentiality of personal and sensitive information. The Customer shall maintain professional indemnity insurance with a minimum limit of not less than £10,000,000.00 (ten million pounds) in respect of any one claim or series of claims.

The Customer's Required payment shall be made via the Telford Business Services website upon booking unless the date of the Supply is more than 30 days from the date of booking in which case payment shall be made immediately. In all cases shall be made before the Training course takes place.

The Council shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement, subject to the limit in clause 9.2, or in respect of the Customer confirming such costs, charges and losses to the Customer in writing.

The Council shall provide, for the Council, its agents, subcontractors, consultants or employees the Council shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from the

In consideration of the provision of the Services by the Council, the total price for the Services shall be set out in the Council's quotation.

The Customer shall pay each invoice submitted to it by the Council, in full and in cleared funds, immediately following receipt to a bank account nominated in writing by the Council and for time for payment to be of the essence of the Contract save for the provision of Telford & Wrekin Training Services where payment shall be made via the Telford Business Services website.

The Council shall prepare the Contractor's premises and shall provide, for the Council, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Contractor's premises and other facilities as required by the Council;

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The Council's Required payment shall be made on the due date, may suspend all Services until payment has been made in full.

If the Consumer fails to pay the Council on the due date, the Council may suspend all Services until payment has been made in full.

If the Customer fails to make a payment by the due date, then, without limiting the Council's remedies under clause 12, the Council shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.5 will accrue in addition to and at daily rate of 4% a year for any part of the sum that is owed.

7.1 The Council's liability for losses suffered by the Customer arising out of or in connection with the Council's performance (including any liability for the acts or omissions of its employees, agents, subcontractors, representatives, whether in contract, tort (including negligence), misrepresentation or otherwise) shall be limited to £100,000.00 (one hundred thousand pounds) in respect of any one event or series of connected events, and to £1,000,000.00 (one million pounds) in respect of all such events.

The Council shall not be liable to the Customer, whether in contract (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for; loss of profits; loss of business; loss of contracts; loss of anticipated savings; loss of or damage to or corruption of software, data or information; loss of or damage to goodwill; or any indirect or consequential loss.

Nothing in these Conditions shall limit or exclude the liability of either party for death or personal injury caused by its negligence, or the negligence, fraud, fraudulent misrepresentation or other有过失行为 of the other party.

The Council shall secure and maintain all similar rights, such as trade marks, utility models, copyright and related rights, design and design rights, in each case whether national, European or international, and all patents, rights to inventions, rights in confidential information, including trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

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The Council's Required payment shall be made on the due date, may suspend all Services until payment has been made in full.

If the Consumer fails to pay the Council on the due date, the Council may suspend all Services until payment has been made in full.
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name, address and payment record must be submitted to a credit reference agency.

9.4 This Clause 9 shall survive the termination of the agreement.

10 SAFEGUARDING CHILDREN AND VULNERABLE ADULTS

10.1 The parties acknowledge that the Council is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006.

10.2 The Council shall:
• ensure that all individuals engaged in the provision of the Services are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service, including a check against the adult’s barred list or the children’s barred list, as appropriate; and
• monitor the level and validity of the checks under this Clause 11.2 for each member of staff.

• The Council warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or is employed or engaged by the Council in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

10.3 The Council shall notify the Customer of any information that it reasonably believes enables it to be satisfied that the obligations of this Clause 11 have been met.

10.4 The Council shall refer information about any person carrying out the Services to the Disclosure and Barring Service where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to children or vulnerable adults.

10.5 The Council shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to children or vulnerable adults.

12 CANCELLATIONS

12.1 Cancellation terms and charges apply for the following services:

12.1.1 Let’s Clean:
• cancellation charge applicable for order within 72 hours of delivery/collection – no cancellation charge
• cancellation charge applicable for order within 5 working days – the customer will be charged 50% of the total cost of the order.

12.1.2 Let’s Clean:
• cancellation charge applicable for order within 5 working days – no cancellation charge
• cancellation charge applicable for order within 5 working days – the customer will be charged 25% of the total cost of the order.

12.1.2.1 ICT Support:
• cancellation charge applicable for order within 5 working days – no cancellation charge
• cancellation charge applicable for order within 5 working days – the customer will be charged 50% of the total cost of the order.

12.2 Without prejudice to any other rights or remedies which the parties may have, the Council may terminate this agreement without liability to the Customer with immediate effect by giving written notice if:

12.2.1 the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default after being notified in writing to do so within 7 working days;

12.2.2 the Customer commits a material breach of any term of this agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of being notified in writing of the breach.

12.2.3 the Customer commits a material breach of any term of this agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of being notified in writing of the breach.

12.2.4 the Customer financial position deteriorates to such an extent that in the Council’s reasonable opinion the Customer’s capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

13 CONSEQUENCES OF TERMINATION

On termination of this agreement for any reason the customer shall:

13.1 immediately pay to the Council all of the Council’s outstanding unpaid invoices and, in respect of Services supplied for which no invoice has been submitted, the Council may submit an invoice, which shall be payable immediately on receipt;

13.2 return all of the Council’s Equipment and Deliverables. If the Customer fails to do so, then the Council may enter the Customer’s premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping.

13.3 terminate all rights, remedies, obligation and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination;

13.4 any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

14 FORCE MAJEURE

Neither party to this agreement shall be liable to the other as a result of any delay or failure to perform its obligations under the agreement if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable.

15 VARIATION

No variation of this agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

16 WAIVER

16.1 A waiver of any right or remedy under this agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure to delay or a delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

16.2 No waiver or partial exercise of any right or remedy provided under this agreement or by law shall preclude or restrict the further exercise of any such right or remedy.

17 RIGHTS AND REMEDIES

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18 SEVERANCE

18.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

18.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid, enforceable and, to the greatest extent possible, achieves the parties’ original commercial intention.

19 ENTIRE AGREEMENT

19.1 This agreement and any documents referred to in it or annexed to it and initiated by the parties constitute the entire agreement between the parties and supersede and extinguish all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of this agreement.

19.2 Each party acknowledges that, in entering into this agreement and the documents referred to in it or annexed to it, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this agreement or those documents. Each party agrees that its only liability in respect of those representations and warranties set out in this agreement or those documents (whether made innocently or negligently) shall be for breach of contract.

20 ASSIGNMENT

Neither party shall, without the prior written consent of the other party assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this agreement.

21 NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to, or shall operate to, create a partnership between the parties or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name of the other or on its behalf or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability or the exercise of any right or power).

22 RIGHTS OF THIRD PARTIES

A person who is not a party to this agreement shall not have any rights under or in connection with it.

23 NOTICES

23.1 Any notice or other communication required to be given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service providing proof of postage or proof of delivery, at the address specified at the front of this agreement.

23.2 Any notice shall be deemed to have been received if delivered by hand, on signature of a delivery receipt, by post at the time the notice is left at the proper address, or otherwise at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

23.3 This Clause 23 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. A notice required to be given under this Agreement shall not be validly served if sent by fax or e-mail.

24 DISPUTE RESOLUTION

The Council and the Customer will use their best endeavours to resolve by agreement any complaint or dispute arising between them and shall negotiate in good faith at all times by means of prompt discussion at an appropriate managerial level. Should the complaint not be resolved to the Customer’s satisfaction they shall utilise the Council’s complaint’s procedure.

25 GOVERNING LAW AND JURISDICTION

25.1 This Agreement, and any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).