

GENERAL CONDITIONS

1. DEFINITIONS

1.1 In these Conditions:

- 'Charges'** means the Charges set out in the Order Form plus any extra, reasonable expenses (e.g. travel) notified to the Client before the Contract is performed;
- 'Client'** means the school or other educational body purchasing the Offering;
- 'Contract'** means the contract between the Client and Squirrel consisting of the Order Form, these Conditions, and any written amendments;
- 'Days'** means the number of days of service delivery included in an Offering (where applicable), inside or outside of a school.
- 'Order Form'** means the order form on the Squirrel website submitted by the Client for a product or services, or other agreement for product or services agreed otherwise in writing (e.g. travel expenses);
- 'School Year'** means the 12-month period from 1 September to 31 August
- 'Squirrel'** means [Squirrel Learning Limited](#);
- 'Premises'** means the location where the Offering is to be performed (where applicable);
- 'Offering'** means the product and/or service(s) provided by Squirrel to the Client pursuant to the Contract, as requested by the Client in the Order Form, as further particularised in Squirrel's brochure and/or on its website from time to time; and
- 'Staff'** means directors, employees, agents, representatives and sub-contractors.

2. VARIATION

- 2.1 These Conditions may only be varied with written agreement.
- 2.2 The Client may vary the scope of the Offering by reasonable notice to Squirrel, who shall be entitled to reasonable additional remuneration for any extra work and/or materials.
- 2.3 The Client or Squirrel may re-schedule the agreed date for delivery of a Day, except that the re-scheduling of a Day by a Client with less than 7 days' notice may not be possible in which case the originally agreed date will use up a Day from the Offering.

3. SERVICE DAYS

- 3.1 Where the Offering includes Days, one Day is used up regardless of whether services are provided for the whole school or working day of the Client, or only part of it.
- 3.2 The Days included in an Offering are specific to School Year and any unused Days do not roll over to the next School Year.

4. WHERE AN OFFERING IS TO BE DELIVERED ON A CLIENT'S PREMISES

- 4.1 The Client shall ensure that the Premises are equipped as requested in advance by Squirrel (including adequate Wi-Fi), and that any relevant rules, regulations and requirements (including those relating to security arrangements) are communicated to Squirrel in a timely manner.
- 4.2 Squirrel and its Staff whilst on the Client's premises shall comply with reasonable rules, regulations and requirements (including those relating to security arrangements) as were communicated to Squirrel.
- 4.3 Access to the Premises shall be given to Squirrel as reasonably required to enable it to carry out the Offering.

5. QUALITY OF WORK

- 5.1 Squirrel shall take reasonable steps to ensure that the services provided as part of an Offering are undertaken using reasonable skill, care and

expertise, and that any goods forming part of the Offering are reasonably fit for purpose and not inherently hazardous or noxious.

- 5.2 Squirrel shall notify the Client if they have serious concerns regarding the Premises, Squirrel's Staff or Squirrel's ability to provide the Offering.
- 5.3 The Client shall ensure that Squirrel and/or its relevant Staff member(s) are provided, in a timely manner and during business hours, with the materials needed to provide the Offering.

6. PAYMENT

- 6.1 The Client shall pay the Charges within 30 days of receipt of the invoice in respect of the Charges.
- 6.2 Value Added Tax, if applicable, shall be shown separately on invoices.
- 6.3 There is no right to set-off by either party.
- 6.4 Squirrel may suspend the Offering and/or charge interest at a rate of 4% per annum if the Client has paid late for that Offering or (as regards suspension) previous Offerings.

7. AUDIT AND FREEDOM OF INFORMATION

- 7.1 Squirrel shall maintain records of all work, payment and insurance for three years after the Contract has been completed, and on request afford the Client or its representatives reasonable access to those records.
- 7.2 Squirrel shall reasonably assist the Client to comply with any information disclosure obligations it may have under the Code of Practice on Government Information and Freedom of Information Act 2000 and subordinate legislation and guidance notes.
- 7.3 Should the Client be required to disclose material in connection with the Contract pursuant to a statutory duty the Client shall take reasonable steps, where appropriate, to give Squirrel timely notice of that.

8. INTELLECTUAL PROPERTY

- 8.1 For documents and materials arising out of Squirrel's performance of this Contract (including photographs, videos and learning materials):
- 8.1.1 Copyright and any other intellectual property rights in are retained by Squirrel unless agreed otherwise in writing.
- 8.1.2 Squirrel grants the Client a fully-paid up licence to copy, modify and use indefinitely in the UK such documents and materials, for that Client's educational purposes only.

9. LIABILITY AND INSURANCE

- 9.1 Squirrel shall recompense the Client for any direct losses (only) to it, and only insofar as they arise out of negligent performance of the Services, up to a cap of 100% of the Charges.
- 9.2 The Client shall recompense Squirrel for any direct losses, up to a cap of 100% of the Charges.
- 9.3 Squirrel shall have in force public liability insurance of at least £1,000,000 per incident.
- 9.4 No party may limit the liability of either party for death or personal injury or for any other liability which cannot be limited or excluded by law.
- 9.5 If a party delays or fails to perform a part of the Contract, which arises from matters outside of that party's reasonable control, the parties shall not be in breach of Contract or liable for the delay. This sub-clause does not affect the provisions of Clause 12.

10. CONFIDENTIALITY & DATA PROTECTION

- 10.1 Squirrel and its Staff shall keep secret information which the Client has informed it is of a confidential nature except information which is already in the public domain or disclosed by law, even after termination of the Contract, unless required by law.
- 10.2 The Client shall not disclose any confidential information concerning the business affairs of Squirrel unless required by law.
- 10.3 Both parties shall comply with the requirements of applicable UK data protection legislation.
- 10.4 The parties shall take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data as defined in the data protection legislation and against

accidental loss or destruction of, or damage to, Personal Data.

11. TERMINATION

- 11.1 Either party may terminate the Contract on 30 days' written notice (**'Cancellation'**).
- 11.2 Additionally, either party may terminate the Contract with immediate effect by notice in writing if a party:
- 11.2.1 committed an irremediable material breach of the Contract;
- 11.2.2 committed a remedial material breach, and failed to remedy it within a specified time period requested by the other party;
- 11.2.3 becomes insolvent and/or takes steps to enter into a winding-up process;
- 11.2.4 is, or its officers or representative are, convicted of a criminal offence or are found to have engaged in grave misconduct or negligence related to its business or professional conduct;
- 11.2.5 becomes aware of external circumstances (such as government restrictions surrounding a global pandemic) which will frustrate delivery of the Offering.
- 11.3 On termination of the Contract, the parties shall return or destroy, at the other party's election, all documents or information belonging to the other party supplied for the purposes of the Contract and being in that party's possession, power or control.

12. REFUNDS

- 12.1 Where the Client cancels the Contract, sub-clauses 11.2.1 or 11.2.2 apply to the Client or sub-clause 11.2.5 applies, the Client is entitled, on request, to a refund of the Charges, as follows:

Refund	Timing of Request Since Charges Paid
100%	Less than 14 days
85%	Between 14 days and 3 months
25%	3 to 6 months
0%	More than 6 months, or beyond the end of the relevant School Year, whichever is earlier ('Longstop Date')

- 12.2 In all other cases, the Client is entitled to a 100% refund of Charges, subject to it having made a request before the Longstop Date, after which the Client is deemed to have waived its right to a refund.
- 12.3 In this Clause 12, where part of the Offering has already been delivered or is planned for delivery in the next 30 days, references to "Charges" means the pro-rata portion of the Charges for the Offering not yet delivered or planned for delivery.

13. ASSIGNMENT AND SUB-CONTRACTING

- 13.1 Squirrel may sub-contract, but shall not assign or transfer, any portion of the Contract without the prior written consent of the Client.
- 13.2 Where Squirrel has sub-contracted it shall provide to the Client on reasonable notice copies of each sub-contract and shall take reasonable steps to ensure that the work of any sub-contractor is properly done.

14. MISCELLANEOUS

- 14.1 In providing the Offering, Squirrel and its Staff are independent contractors and not agents or employees of the Client.
- 14.2 The Contract is not intended to create any rights enforceable by third parties (including under the Contracts (Rights of Third Parties) Act 1999).
- 14.3 If any provision under the Contract is or becomes unenforceable, void or invalid, it shall be deemed to be severed from the remainder of the Contract.
- 14.4 No waiver will be effective unless given by written notice, except as provided for in Clause 13.2.
- 14.5 No party shall unlawfully discriminate and shall take reasonable steps to ensure observance by Staff.
- 14.6 The Contract and any dispute arising in relation to it or the Offering therein shall be governed by English Law and the parties submit to the exclusive jurisdiction of the English courts.