

THIS AGREEMENT is made 2012

BETWEEN SAFEGUARDING PLUS LIMITED (company registered number 07783994) of 80 High Street, Sidcup, DA14 6DS (herein called "Safeguarding Plus") AND [] of [] (herein called "the Client")

Under which the parties have agreed to the following terms of business in respect of the supply by Safeguarding Plus to the Client of one or a series of courses on the

1 DEFINITION & STATUS OF TERMS

1.1 In this Agreement and any Purchase Order entered into pursuant to its terms the following definitions apply:-

- "Client" means the party so defined above and where it directs that the Course be delivered elsewhere it includes the school, educational establishment, person, firm or corporate body together with any subsidiary or associated body to which the Course is supplied;
- "Consultant Trainer" means the person who conducts the Course and who may be a third party retained by Safeguarding Plus for the purpose;
- "Course" means the instruction, lecture, seminar, symposium or conference which together with associated documentation, marking and tuition constitutes the single, multiple or repeated series of Services identified in the First Schedule;
- "Facilities" Means those physical, technical, documentary and relaxation features needed to enable delivery of the Course and/or as identified in Schedule 1;

1.2 All words and expressions in the singular include the plural and in any gender, all genders.

2 SUPPLIER'S COMMITMENTS

Safeguarding Plus will:-

2.1 Provide the Consultant Trainer to deliver the Course to the Client, to monitor the standard of teaching and in the event of any concern arising from such monitoring or report from the Client to investigate and take or recommend appropriate remedial action;

2.2 Endeavour to ensure the suitability of any Consultant Trainer introduced to the Client by obtaining confirmation of the Consultant Trainer's identity, that s/he has the experience, training, qualifications and any authorisation or clearance which may be required by law or by any professional body to conduct the Course, and that s/he has committed to providing the Course; and

2.3 Invoice the Client for the Services in accordance with Schedule 1.

3 CLIENT'S COMMITMENT

The Client will:-

3.1 Provide the Facilities except where those Facilities are offered by Safeguarding Plus as part of the Course in which event the Client and its nominated participants will observe any regulations imposed for housekeeping or health and safety purposes;

3.2 Pay for the Services in accordance with Schedule 1 within 14 days of invoice together with

interest at a daily rate of 4% per annum above the base rate of HSBC plc from the due date to clearance of payment; and

3.3 Report to Safeguarding Plus any act or default which causes it concern in the performance of the Services, cooperate in any investigation undertaken in connection with the same and accept the conclusions and apply the decisions taken by the party conducting the said investigation.

4 PERFORMANCE

4.1 Whilst Safeguarding Plus accepts that it is ultimately responsible for the conduct of its Consultant Trainer acting within the remit of delivering the Course(s) the Client accepts a responsibility to notify and assist Safeguarding Plus in identifying any apparent failure to conform to the standards required by this agreement and best practice.

4.2 Safeguarding Plus reserves the right to withdraw any Course before or after its commencement in the event of the Client's failure to pay any invoice when due or to provide appropriate Facilities or to apply any decision reached in accordance with clause 3.3 notwithstanding which withdrawal the Client shall remain liable for the charges relating to the said Course.

4.3 Neither party excludes or limits liability for death or personal injury (including that caused by negligence) but otherwise the total amount for which either party will be liable for any form of direct loss or damage shall be the amount due for the Course concerned plus (in the case of the Client) interest in accordance with the terms of clause 3.2 and neither party shall be liable for indirect or consequential loss whatsoever.

SIGNED by

for and on behalf of

SAFEGUARDING PLUS LIMITED

SIGNED by

for and on behalf of

[the Client]