

One Education Limited

BUSINESS TERMS AND CONDITIONS

1. Interpretation and definitions

1.1. The definition and rules of interpretation in this clause apply in these terms and conditions

(Business Terms and Conditions):

Business Day: means any day other than a Saturday, Sunday or bank holiday.

Confidential Information: any information disclosed by one (the disclosing party) to another (the receiving party) if the disclosing party has notified the receiving party that the information is confidential, or the information could reasonably be supposed to be confidential.

Customer: means the person to whom One Education may agree to sell Services in accordance with these Terms and Conditions. For the purposes of this document also either referred to as "you".

Contract: any contract between the Company and the Customer for the supply of Services, incorporating these Business Terms and Conditions together with the Service Level Agreement as defined below (or, in any circumstances where we have been requested to provide Services without a Service Level Agreement in place, incorporating the terms of any form of quote provided).

DBS: Disclosure and Barring Service check.

Fees: Fees for the Services as defined in the Contract. Fees are to relate to the delivery of Services (including goods where relevant) and will apply at the prevailing rate.

One Education or Company: One Education Limited, a company registered in England and Wales under number 07690416 whose registered office is Alexandra House, 133 Moss Lane East, Hulme, Manchester M15 5GX. For the purposes of this document also either referred to as "we" or "us".

Services: the services to be provided by the Company under the Contract as set out in the Service Level Agreement (or, in any circumstances where we have been requested to provide Services without a Service Level Agreement in place, the terms of any form of quote provided), together with any other services which the Company provides or agrees to provide to the Customer.

Period Defined: provision of Services through a Contract for defined period between two dates for any length of period. This shall include the provision of Services on a one off basis or spot basis for one day only.

Service Level Agreement: agreement between the Company and Customer for the provision of Services set out therein for a defined period incorporating the Customer's requirements and Fees.

2. Application and entire agreement

2.1. These Terms and Conditions will form part of the Contract between us, and you acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf that is not expressly set out in the Contract. These Terms and Conditions apply to the Contract to

the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Acceptance of contract

- 3.1. The Service Level Agreement will set out the details of the Services to be provided together with any Fees, deliverables, milestones, or other relevant information. The Service Level Agreement shall not constitute an offer by us capable of acceptance.
- 3.2. A Contract shall only come into force once you sign and return the Service Level Agreement to us and we either:
 - 3.2.1. confirm to you in writing (which may include email) that a Contract has come into existence; or
 - 3.2.2. we commence provision of the Services.
- 3.3. In any circumstances where we have been requested to provide Services without a Service Level Agreement in place, a Contract shall only come into force when we either
 - 3.3.1. confirm to you in writing (which may include email) that a Contract has come into existence; or
 - 3.3.2. we commence provision of the Services.

4. Provision of services

- 4.1. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the Contract, including any specification in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
- 4.2. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the Contract.
- 4.3. All of these Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise.

5. Our obligations

- 5.1. We will provide Services through relevant qualified and supervised professionals who hold appropriate qualifications, have professional indemnity insurance and DBS clearance (where applicable).
- 5.2. One Education is committed to ensuring that continuity of Services is maintained throughout the duration of your Contract. In unexpected circumstances where this cannot be delivered One Education will involve the Customer as soon as possible to agree any change in your service delivery team, associate or third party contractor (if relevant).
- 5.3. We will advise the Customer of the absence of any staff member, associate or third party contractor (if relevant) involved in the provision of your Services as soon as possible on the day of absence. In the case of a known long term absence, we will work with the Customer to decide

upon the best course of action, which may include the supply of an alternative staff member, associate or third party contractor (if relevant) or alternative supply dates.

- 5.4. Should a complaint arise, we will ensure this is dealt with to the complete satisfaction of the Customer. One Education is committed to resolving any complaints and to respond to all feedback. Our complaints procedure is readily available and will be provided to all Customers as requested.

6. Your obligations

- 6.1. You must obtain any permissions, consents, licences or otherwise that we need and must give us access to any and all relevant information, materials, properties, physical space, IT equipment and any other matters which we need to provide the Services.
- 6.2. Non-compliance with clause 6.1 means we may terminate the Services.
- 6.3. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (Your obligations).
- 6.4. You will be responsible for preparing and maintaining the relevant premises for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from any of its premises in accordance with all applicable laws, before and during the supply of the Services at those premises, and informing the Company of all of its obligations and actions under this condition.
- 6.5. You will inform One Education of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises.
- 6.6. You shall take all steps to ensure the health and safety of the personnel of the One Education whilst they are in attendance at the Customer's premises in connection with the performance of the Services.
- 6.7. Unless otherwise agreed in writing in advance, you will effect and maintain appropriate insurance (in an adequate amount and with a reputable insurer) to cover against all possible risks which may arise in connection with the performance of the Services at the Customer's premises by any person working on behalf of One Education. You shall, promptly upon our request, provide evidence of such insurance being obtained and premiums being paid.
- 6.8. To keep, maintain and insure One Education's equipment in good condition and shall not dispose of or use One Education's Equipment other than in accordance with our written instructions or authorisation.
- 6.9. The Customer shall be liable to pay to One Education, on demand, all reasonable costs, charges or losses sustained or incurred by One Education (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to One Education confirming such costs, charges and losses to the Customer in writing.

7. Safeguarding

- 7.1. One Education is fully committed to safeguarding all children and young people. One Education specialists will follow One Education's child protection policy and related procedures and all specialists have completed the required checks for their role.
- 7.2. The Customer shall ensure effective safeguarding policies and procedures are employed. If there are any safeguarding matters or issues that the Customer is aware of relating to the provision of Services, then these should be brought to the immediate attention of One Education (subject to your safeguarding policies and procedures).
- 7.3. The Customer shall complete any necessary information forms for work around individual children/young people, ensuring parent or carer permission has been obtained.

8. Fees

- 8.1. The Fees for the Services are set out in the Service Level Agreement and are on a time and materials basis. This includes any prices for goods provided at the Customer's request.
- 8.2. In addition to the Fees and where defined and agreed in the Contract, we can recover from you:
 - a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses;
 - b) the cost of services provided by third parties and required by us for the performance of the Services; and
 - c) the cost of any materials required for the provision of the Services.
- 8.3. You must pay us for any additional services provided by us that are not specified in the Contract in accordance with our then current, applicable daily rate in effect at the time of performance or such other rate as may be agreed between us. The provisions of this clause 8.3 also applies to these additional services.
- 8.4. The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.
- 8.5. Fees referred to in the Contract are based on the cost to us of supplying the relevant Services. The Company reserves the right to adjust the Fees on an annual basis to reflect the increase the cost of providing the Services, such increase shall be limited to 2% above the percentage increase in the Consumer Prices Index during the previous twelve months. The Company shall give the Customer not less than one month's prior written notice of proposed changes to Fees.
- 8.6. One Education reserves the right to charge for any omission or additional cost arising from the provision of inaccurate, misleading or insufficient information by Customers.
- 8.7. Where appointments have been confirmed but need to be rearranged, the Customer will provide One Education with at least 72 hours notice. If this is not adhered to, an additional charge equal to the Fees for the relevant service or appointment will be recoverable in full unless the reason for rearranging is due to:
 - 8.7.1 school closure or staff absence relating to one or more positive Covid-19 tests, or
 - 8.7.2 an Ofsted inspection taking place (where the school received less than 72 hours notice of such inspection).

- 8.8. Unless agreed otherwise between the Customer and One Education, Fees in respect of teaching services shall relate to a six hour day and for all other services shall relate to a seven hour day.

9. Carriage and delivery (relating to goods)

- 9.1. Except as defined and agreed in writing in the Contract, One Education's Fees do not include delivery charges to the Customer. One Education reserves the right to levy a charge for delivery to any destination advised by the Customer.
- 9.2. One Education shall be under no liability to the Customer in respect of shortages in quantities delivered against order or in respect of goods damaged in transit before delivery unless full details of such alleged shortages or damage is notified to us within five working days of delivery.

10. Passing of risk and title (relating to goods)

- 10.1. Risks in goods shall pass to the Customer on delivery and from such time the Customer shall keep the goods fully protected and insured against all risks until final payment is made and title passes to the Customer.
- 10.2. One Education shall retain title to the goods until it has received payment in full of sums due in connection with the supply of all goods to the Customer at any time and the Customer shall hold the Goods as One Education's fiduciary agent and bailee. For these purposes, One Education has only received payment when the amount of the payment is irrevocably credited to its bank account.

11. Warranties

- 11.1. We warrant to you that the goods supplied under a Contract:
- a) shall be as described in the Service Level Agreement;
 - b) be of satisfactory quality (within the meaning of the Sales of Goods Act 1979, as amended) and fit for any purpose held out by us; and
 - c) comply with all applicable statutory and regulatory requirements.
- 11.2. The Company undertakes that the Services will be performed with reasonable skill and care and in accordance with all statutory and regulatory requirements.
- 11.3. The Company warrants it has and will maintain all necessary consents and permissions necessary for the performance of its obligations under the Contract.
- 11.4. All other warranties representations or guarantees are excluded to the fullest extent allowed by law.

12. Cancellation and amendment

- 12.1. Notwithstanding clause 3, we shall be under no obligation to enter into a Contract upon the receipt of a signed Service Level Agreement from you.
- 12.2. If you want to amend any details of the Services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees invoiced to you.

- 12.3. If, due to circumstances beyond our control, including those set out in the clause below (Circumstances beyond a party's control at clause 18), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.
- 12.4. If you wish to end or cancel a Contract before its stated end date, then you will be liable for the full amount of Fees payable to us under the specified Service Level Agreement.

13. Payment

- 13.1. We will invoice you for payment of the Fees either:
a) when we have completed the Services; or
b) on the invoice dates set out in the Service Level Agreement.
- 13.2. You must pay the Fees due within 30 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us.
- 13.3. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 5% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.
- 13.4. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
- 13.5. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you.
- 13.6. Receipts for payment will be issued by us only at your request.
- 13.7. All payments must be made in British Pounds unless otherwise agreed in writing between us.

14. Sub-Contracting and assignment

- 14.1. We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.
- 14.2. You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

15. Termination

- 15.1. We can terminate the provision of the Services immediately if you:
- a) commit a material breach of your obligations under these Terms and Conditions; or
 - b) fail to make payment of any amount due under the Contract on the due date for payment; or
 - c) are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
 - d) enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
 - e) convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

16. Intellectual property

- 16.1. We reserve all copyright and any other intellectual property rights which may subsist in any goods or Services supplied under a Contract. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.
- 16.2. You acknowledge and agree that during the course of providing the Services, if either of us provides already existing works incorporating intellectual property rights ("**Background IP**"), that such Background IP will remain the relevant party's property. In the event that during the course of supplying the Services, any intellectual property rights are created ("**Arising IP**") these shall vest in One Education.
- 16.3. You will do all acts and things which may be necessary to ensure that all Arising IP vests in One Education (including executing any deeds, assignments, or other documents as may be necessary) and shall procure waivers of moral rights from any members of staff who may have been involved in the creation of such Arising IP.
- 16.4. You hereby grant to us a worldwide irrevocable royalty free licence for the duration of any relevant intellectual property rights to use any Background IP that may be required to enjoy and exploit Arising IP. In return, we hereby provide to you a worldwide irrevocable royalty free licence to use the arising IP during the term of the contract to such extent as is necessary to receive and enjoy the benefit of the Services.

17. Liability and indemnity

- 17.1. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section (Liability and indemnity).

- 17.2. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.
- 17.3. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the Contract for:
- a) any indirect, special or consequential loss, damage, costs, or expenses or;
 - b) any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
 - c) any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
 - d) any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
 - e) any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services; or
 - f) if the Company's performance of obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents or sub-contractors or employees, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising indirectly or directly from such prevention or delay.
- 17.4. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.
- 17.5. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

18. Circumstances beyond a party's control

- 18.1. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party or which it could not have been expected to take reasonable steps to mitigate. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, pandemic, epidemic, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

19. Non solicitation

- 19.1. During the term of the Contract and for 12 months after the relevant end date of the Contract, the Customer and any other related entity shall not employ, either directly or indirectly, any employee of One Education.
- 19.2. Should a member of One Education be employed, the party in breach of clause 19.1 shall pay a fee calculated at 50% of the previous year's gross annual salary (for the relevant member) and this will be payable immediately upon employment. One Education and the Customer both agree that

this represents a reasonable and fair sum in consideration of the damage which would be borne by One Education.

20. Confidentiality

- 20.1. The Customer and the Company agree that in the course of the Company providing Services to the Customer, the parties may disclose to each other certain Confidential Information. The Customer and the Company agree that each party will not use the Confidential Information other than to perform their obligations under the Contract. Each party will maintain the Confidential Information's confidentiality and not disseminate it to any third party without the disclosing party's prior written consent, save that this obligation shall not apply to any Confidential Information that either party has a duty (whether legal or otherwise) to communicate or that is in the public domain or is already in the receiving party's possession through no fault of the receiving party.
- 20.2. The Customer shall restrict disclosure of Confidential Information to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Customer's obligations to the Company, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer.
- 20.3. Without limiting the generality of the clauses relating to Confidential Information, all media releases and public announcements related to the Contract by either party shall be co-ordinated with the other party and approved jointly by the parties prior to release.
- 20.4. These Clauses 20.1 to 20.3 shall survive termination of the Contract, however arising.

21. Communications

- 21.1. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
- 21.2. Notices shall be deemed to have been duly given:
- a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
 - b) when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated; or
 - c) on the fifth business day following mailing, if mailed by national ordinary mail
- 21.3. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

22. No waiver

- 22.1. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

23. Severance

- 23.1. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

24. Law and jurisdiction

- 24.1. These Terms and Conditions are governed by and interpreted according to English law. All disputes arising under these Terms and Conditions are subject to the exclusive jurisdiction of the English courts.