



Terms and Conditions for the Health, Safety and Well-Being Services

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1. Introduction

Please read these General Terms before using our Services. By purchasing the Services, you confirm that you accept the General Terms and that you agree to comply with them (Agreement).

This Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, order forms, arrangements, representations or understandings between them relating to such subject matter. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

2. Changes to Terms

- 2.1. The General Terms may be updated by us from time to time. We will inform you of any changes that we make and will indicate at the top of this document the date that the relevant terms were last revised.
- 2.2. Your continued use of our Services after any such changes have been made, constitutes your acceptance of the new General Terms. If you do not agree to these changes, please do not use or access (or continue to use or access) our Services.

3. Definitions

- 3.1. In this Agreement, unless the context requires otherwise:
- 3.2. "Online platforms, electronic or printed catalogues or brochures" means any publication of the Specification of the Services issued by Norfolk County Council from time to time.
- 3.3. "Deliverables" means all reports, documentation, presentation or drawings in whatever format that Norfolk County Council or its Trusted Partners shall or may create or deliver to the Customer as part of the Services provided by Norfolk County Council or its Trusted Partners.
- 3.4. "Norfolk County Council" shall mean The Norfolk County Council of County Hall, Martineau Lane, Norwich, NR1 2DH.
- 3.5. "Effective Date" means the date Norfolk County Council commences providing the Services in accordance with the purchase order, or where the Services are provided wholly or partially on an on-demand basis, the



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date Norfolk County Council makes the Services available to the Customer, if earlier.

- 3.6. "Fees" shall mean the fees payable for the Services.
- 3.7. "Customer" refers to any of the following who may have purchased Services:
 - 3.7.1. An authorised representative or purchasing officer representing an individual business or conglomerate.
 - 3.7.2. An authorised representative or purchasing officer of a local authority.
 - 3.7.3. An authorised representative or purchasing officer representing an individual Charity.
 - 3.7.4. A member of the public, purchasing on behalf of themselves or others.
- 3.8. "Trusted Partners" shall mean a partner organisation who offers its services through the Norfolk County Council.
- 3.9. "The Parties" shall mean the Customer and Norfolk County Council and Party shall mean any one of them.
- 3.10. "The Services" shall mean each contractual service including any part or module of a service, or such level or quantity of a service, as selected by the Customer.
- 3.11. "The Specifications" shall mean the relevant description for each selected Service.
- 3.12. Words importing any gender include every gender.
- 3.13. Where the word 'including' is used in this Agreement, it shall be understood as meaning 'including without limitation'.
- 3.14. The Specifications for each selected Service shall form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Specifications.
- 3.15. In the event there is a conflict between the Specification and the main body of this Agreement, the main body of this Agreement shall take priority. Where there is a conflict between the Additional Terms and the remainder of the terms of this Agreement (including the Specification), then the Additional Terms will prevail.



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- 3.16. Intellectual Property or IP refers to works, designs, models, structures, or activities in relation to systems, services & products provided by Norfolk County Council or any of its Trusted Partners.

4. Terms

- 4.1. This Agreement shall commence on the Effective Date and continue for the period the Services are to be provided in accordance with the Specification.

5. Services

- 5.1. Each Service shall be provided in accordance with the Specification. Norfolk County Council shall have the right to:
- 5.1.1. Change a Specification by publishing an updated Specification.
 - 5.1.2. Any updated Specification takes effect for its associated Service immediately unless the Customer chooses to remove the affected Service in accordance with Clause 14.
 - 5.1.3. Norfolk County Council may make reasonable changes to any Specification from time to time where it is necessary to comply with any applicable law or safety requirement and which does not materially affect the nature or quality of the Services. Norfolk County Council shall notify the Customer in any such event.
- 5.2. The Parties may agree additional elements of the Services in writing.

6. Performance of the Services

- 6.1. Norfolk County Council shall use its reasonable endeavours to provide the Services in a reasonable time or meet such other times and dates as agreed by the Parties.
- 6.2. Norfolk County Council shall make all reasonable efforts to ensure that any Content supplied is accurate. Any updates to the Content shall be performed within reasonable time.
- 6.3. The Customer may not assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of Norfolk County Council. Norfolk County Council may sub-contract any or all of its obligations under this Agreement provided that Norfolk County Council will remain directly responsible to the Customer for the provision of the Services.



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7. Learning and Development

- 7.1. Registration for, or purchase of, a course does not guarantee successful completion of the course. Successful completion of the course is required to satisfy the standards set for the course.
- 7.2. Norfolk County Council reserves the right to withdraw you or your delegates from the course if you breach any part of the Terms and Conditions, or if you fail to meet the requirements and/or standards of the course, including any requirements relating to conduct.
- 7.3. Customers are prohibited from using any platform to:
 - 7.3.1. Upload, post, email, PM (personal message) or otherwise transmit any content that is unlawful, threatening, abusive, harassing, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise discriminatory;
 - 7.3.2. Impersonate any person or entity, including, but not limited to, a Norfolk County Council employee, a forum leader, guide or host, or misrepresent your affiliation with a person or entity;
 - 7.3.3. Record and/or capture course content.
- 7.4. Norfolk County Council determines, in its sole discretion, that a User has breached these Terms and Conditions or that any user-uploaded content, including but not limited to, posts to forums, is inappropriate or otherwise objectionable, Norfolk County Council may refuse to accept or may remove any user-uploaded content, including posts, from the learning platform, without any liability to the User or a third party.
- 7.5. The details of the event shown in any material supplied by Norfolk County Council to Customers are correct at the time of printing but may be subject to change at short notice due to circumstances beyond our control.
- 7.6. Norfolk County Council may need to suspend the course or event, change the date and/or venue for the event. If you are able to attend the revised event, these terms shall continue to apply. If you promptly notify Norfolk County Council in writing 5 days before the new date of the Event that you do not wish to attend the re-arranged event Norfolk County Council shall reimburse the fee to you. Norfolk County Council shall have no other liability to you for issues that arise due to such changes.
- 7.7. All purchases of places on events and courses must be either fully authorised and purchased by the organisation making the booking or (if an individual) paid for in full by card before they can be classified as confirmed.



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- 7.8. Where scheduled courses do not meet your training needs, you can request a bespoke course by contacting, in writing: healthandsafety@norfolk.gov.uk.
- 7.9. All bespoke course requests are provisional until contracts are agreed.
- 7.10. NCC will start working on the development of your bespoke course after payment of the agreed deposit for development work.
- 7.11. NCC will provide you with the course materials prior to the course date to review and confirm the content of the bespoke course.
- 7.12. If the bespoke course is developed to your specification, but you do not sign off the course in time for the course to run on the agreed dates, the course fee will still be due in full and will not be refundable.
- 7.13. If there are changes to the agreed specification of the bespoke course, we hold the right to review the cost for developing the course and to provide a quote for the additional work. If the quote is not agreed, the course will be developed to the original specification or cancelled with full development fee still due. If there are courses due to run, the cancellation terms covered in section 7 will apply.
- 7.14. When you agree to the development of the bespoke course, you have 14 working days to change your mind on commissioning us to develop your course. You must notify us as soon as possible and confirm in writing by e-mail otherwise the full fee for development work will be payable.
- 7.15. If NCC have started working on the development of your course within the 14 working days at your request or to meet a required deadline, you waive your rights to a refund and the deposit will be non-refundable.

8. Training courses cancellation process and fees

- 8.1. All course bookings must be promptly authorised via Norfolk Services for Schools (SLA Online). Bookings that remain unauthorised two days prior to the course delivery date will be deleted and delegates will be removed from the course.
- 8.2. All cancellations must be made through SLA online or via email to landitraining@norfolk.gov.uk.
- 8.3. Cancellations received within two working days of the course will be subject to an administration charge of £50 per booking.
- 8.4. Failure to cancel or attend a course will incur the full cost of the course.



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- 8.5. NCC reserves the right to cancel a course if the number of attendees does not reach the minimum number of 5 delegates, or due to unforeseen circumstances. In the event of a course being cancelled Customers will be contacted at the earliest opportunity and offered an alternative date where possible.
- 8.6. If you cancel the development of a bespoke course NCC are developing for you, the full fee will be due for the development of the course.
- 8.7. If we find NCC are unable to develop your course and have to cancel the contract, NCC will refund the full fee agreed for the development and running of the course minus any costs incurred to that point. NCC will not be liable for any additional costs due to us being unable to deliver the bespoke course.

9. Fees and Payment

- 9.1. In consideration of the Services to be provided by Norfolk County Council to the Customer, the Customer shall pay the Fees.
- 9.2. Norfolk County Council will invoice the Customer for payment of the Fees in accordance with the Specification.
- 9.3. The Customer shall pay the Fees which have become payable within 30 days of receipt of an undisputed invoice from Norfolk County Council.
- 9.4. All amounts stated in this Agreement are exclusive of VAT and/or any other applicable taxes or levy, which shall be charged in addition at the rate in force at the date any payment is required from the Customer.
- 9.5. If payment of the Fee is not received by any due date, Norfolk County Council shall be entitled (without prejudice to any other right or remedy):
 - 9.5.1. to charge interest on the outstanding amount at the rate of 1% per annum above the base lending rate of Barclays Bank plc, accruing daily;
 - 9.5.2. to require that the Customer make a payment in advance of any Services or part of the Services not yet supplied;
 - 9.5.3. not to provide any further Services or part of the Services; or
 - 9.5.4. not to provide any reports due under the Specification of a Service (until such payment is made).
- 9.6. All payments shall be made in accordance with the reasonable requirements as advised by Norfolk County Council from time to time.



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10. The Customer's Obligations

- 10.1. The Customer acknowledges and agrees that for Norfolk County Council to be able to provide the Services the Customer shall:
 - 10.1.1. Co-operate with Norfolk County Council as Norfolk County Council reasonably requires;
 - 10.1.2. Provide to Norfolk County Council such information and documentation as Norfolk County Council reasonably requires;
 - 10.1.3. Make available to Norfolk County Council access to premises, the facilities, resources, working space and staff as specified in the Specification and/or as Norfolk County Council reasonably requires from time-to-time;
 - 10.1.4. Instruct the Customer's staff and agents to co-operate with and assist Norfolk County Council;
 - 10.1.5. If relevant, prepare the Customer's premises for the supply of the Services.
- 10.2. Norfolk County Council may charge the Customer for any additional reasonable costs and expenses incurred by Norfolk County Council caused by the Customer's instructions, the provision of inaccurate information, failure to provide instructions, or failure to comply with Clause 8.
- 10.3. Customers shall at all times comply with any rules, policies and procedures of the venue of the event or course, including all health and safety policies and procedures and all reasonable instructions of the venue staff and Norfolk County Council representatives at the venue.

11. Intellectual Property Rights

- 11.1. The copyright, database and all other intellectual property rights in the Deliverables shall be wholly owned by Norfolk County Council unless otherwise stated.
- 11.2. Where a Specification requires the supply of any Deliverables, Norfolk County Council grants to the Customer a free of charge and non-exclusive licence (without the right to sub-licence) to make reasonable use of the Deliverables and the Services.
- 11.3. Customers are prohibited from reproducing, copying, modifying, renting, leasing, loaning, selling, distributing, exploiting, extracting, creating derivative works of or otherwise communicating or making available to



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third parties any part of the content of the learning platform without Norfolk County Council prior written consent.

- 11.4. In the event that the Customer does sub licence a product or service, Norfolk County Council may demand payment for costs and loss of income.

12. Warranties, Liability and Indemnities

- 12.1. Norfolk County Council warrants that it will use reasonable care and skill in performing the Services and to a standard which conforms to generally accepted industry standards and practices.
- 12.2. If any part of the Services is performed negligently or in breach of the provisions of this Agreement then, at the request of the Customer, Norfolk County Council will re-perform the relevant part of the Services, always subject to Clause 13.3 below.
- 12.3. Except in the case of death or personal injury caused by Norfolk County Councils negligence, or any other loss which cannot be limited or excluded by law, Norfolk County Council's liability under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever, shall not exceed the Fee paid to Norfolk County Council under this Agreement.

13. Notices

- 13.1. If a bespoke course is developed, subject to Clause 15, any notice to be given under this Agreement shall be in writing and shall be sent by email, to the relevant Party set out in this Agreement. Notices given to Norfolk County Council shall be marked for the attention of the Health and Safety Team and sent to healthandsafety@norfolk.gov.uk.
- 13.2. Notices sent as above shall be deemed to have normally been received the next working day after being sent.

14. Termination

- 14.1. If a bespoke course is developed, the Customer may terminate the Service by giving written notice to Norfolk County Council. The Customer shall send this written notice to: healthandsafety@norfolk.gov.uk
- 14.2. In the event that a Service will not operate, Norfolk County Council shall endeavour to give the Customer reasonable notice.
- 14.3. Without prejudice to other remedies or rights, either Party may terminate this Agreement immediately if:



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- 14.3.1. The other Party concerned is in material breach of its obligations under this Agreement, and where a breach is capable of remedy within 28 days, the breach is not remedied within 28 days by the other Party concerned receiving notice which specifies the breach and requiring the breach to be remedied.
- 14.3.2. The other Party concerned becomes insolvent or if an order is made or a resolution is passed for its winding up (other than voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the other Party concerned assets or business, or if the other Party concerned makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.
- 14.4. In the event of early termination other than as a result of default, Norfolk County Council may charge the Customer for any additional reasonable costs and expenses incurred by Norfolk County Council caused by such early termination, in addition to any sums that otherwise come due under this Agreement.
- 14.5. In the event of termination (early or otherwise) all equipment, resources, or intellectual property provided as part of and for the duration of the original delivery of services shall be returned immediately. Failure to return such equipment, resources, or intellectual property shall result in the Customer being levied additional charges to cover the cost of replacement and/or resultant loss of income.
- 14.6. Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either Party may terminate this Agreement by written notice to the other Party.

15. Dispute Resolution

- 15.1. Any dispute between the Parties arising out of or in connection the provision of a particular Service shall be referred to the Learning and Inclusion team landitraining@norfolk.gov.uk, who shall attempt in good faith to negotiate a resolution or settlement.
- 15.2. Where a dispute is not resolved under Clause 16.1 within 21 days, the Parties may refer to an independent person as agreed by the Parties whose decision on the matter shall be final and binding on the Parties.



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Each Party shall be responsible for its own costs associated with the dispute and its resolution.

16. Severance

- 16.1. If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

17. Protection of Confidential Information

- 17.1. The receiving Party shall keep any confidential information of the supplying Party confidential and secret.
- 17.2. The receiving Party shall only use the confidential information of the supplying Party for the purpose of and for performing their obligations under the Agreement.
- 17.3. The receiving Party shall inform its officers, employees, and agents of their obligations under the provisions of Clause 18 and ensure that the receiving Party's officers, employees, and agents meet the obligations.
- 17.4. The obligations of Clause 18.1 shall not apply to any information which:
 - 17.4.1. Was known or in the possession of the receiving Party before it was provided to the receiving Party by the supplying Party.
 - 17.4.2. Is, or becomes, publicly available through no fault of the receiving Party.
 - 17.4.3. Is provided to the receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure.
 - 17.4.4. Was developed by the receiving Party (or on its behalf) who had no direct access to or use or knowledge of the confidential information supplied by the supplying Party.
- 17.5. Is required to be disclosed by a court order of competent jurisdiction or disclosure is required by law (including under the Freedom of Information Act 2000).
- 17.6. Clause 18 shall survive termination of this Agreement for a period of six years.



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18. Freedom of Information

- 18.1. Both Parties are subject to the Freedom of Information Act 2000 (FOIA).
- 18.2. Data Protection to the extent that any information provided to Norfolk County Council during the course of the Services is personal data within the meaning of the General Data Protection Regulation (EU GDPR) 2016/679, Norfolk County Council shall:
 - 18.2.1. Process such data and information only in accordance with this Agreement;
 - 18.2.2. Take such technical and organisational measures against unauthorised or unlawful processing of such data and information and against accidental loss or destruction of, or damage to, such data and information as are appropriate.
 - 18.2.3. To act only on instructions from the data controller in respect of the personal data.

19. Safeguarding

- 19.1. Norfolk County Council is responsible for ensuring that all of its staff (and those of any sub-contractor, or self-employed associate) engaged in the provision of the Services are subject to all safeguarding checks as required by law.
- 19.2. Norfolk County Council shall provide reasonable evidence of the same to the Customer upon request, subject always to the restrictions on sharing such personal information with third parties as contained in the Police Act 1997 and the Data Protection Act 1998.