

AGREED TERMS

Your attention is particularly drawn to the provisions of **clause 13** (Limitation of liability).

1. About us

- 1.1 **Leicestershire County Council (“Supplier”)** and our registered office is at County Hall, Glenfield, Leicester, LE3 8RA. We operate the www.startaconversation.co.uk website.
- 1.2 **Contacting us.** How to give us formal notice of any matter under the Contract is set out in clause 17.2.

2. Our contract with you

- 2.1 **Our contract.** These terms and conditions (“**Terms**”) apply to the registering to become a Mental Health Friendly Place by your organisation and supply of training, resources and achievement of status by us to you (“**Contract**”). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 2.3 **Language.** These Terms and the Contract are made only in the English language.
- 2.4 **Your copy.** You should print off a copy of these Terms or save them to your computer for future reference.

3. Registering and its acceptance

- 3.1 **When you register** Please follow the onscreen prompts to register via www.startaconversation.co.uk/register. You may only register using the method set out on the site. The registration is an expression of interest by you to join the programme specified (program) subject to these Terms.
- 3.2 **Acknowledging receipt of your registration.** After you register you will receive an email from us acknowledging that we have received it, but please note that this does not mean that you have been accepted.

3.3 **Accepting your expression of interest.** Our acceptance of your form takes place when you receive an onboarding pack from us via email (**Confirmation**), at that point the (**Commencement Date**) the Contract between you and us will come into existence.

3.4 **If we cannot accept your expression of interest,** we will inform you of this by email.

4. **Our program**

4.1 **Descriptions and illustrations.** Any descriptions or illustrations on our site are published for the sole purpose of giving an approximate idea of the Services described in them. They will not form part of the Contract or have any contractual force.

4.2 **Changes to Programme.** We reserve the right to amend the Mental Health Friendly Places Programme if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Programme, and we will notify you in advance of any such amendment.

4.3 **Reasonable care and skill.** We warrant to you that the Programme will be provided using reasonable care and skill.

4.4 **Time for performance.** We will use all reasonable endeavours to meet any performance dates specified on the website, but any such dates are estimates only and failure to perform the Training by such dates will not give you the right to terminate the Contract.

5. **Your obligations**

5.1 It is your responsibility to ensure that:

- (a) the organisation's information held within the dashboard is kept up to date and accurate
- (b) the number of staff to have completed the training modules is kept up to date and accurate
- (c) you support the evaluation of the Mental Health Friendly Places programme where requested
- (d) to attend the training sessions that you are booked onto. (Clause 6 about the cost recovery process)
- (e) the safeguarding procedures are followed where necessary
- (f) you cooperate with us in all matters relating to the Programme
- (g) if delegates leave prior to the conclusion of the course, they will not be necessarily charged. However, they will not receive an attendance certificate
- (h) you comply with all applicable laws, including health and safety laws;

- (i) all answers to surveys and questionnaires are accurate to the best of your knowledge.
- (j) Programme in Leicester, Leicestershire and Rutland only

5.2 Unfortunately, we are unable to deliver the Programme outside of Leicester, Leicestershire and Rutland.

6. Charges

6.1 There are no charges to be part of the Mental Health Friendly Places Programme. The exception is where a Delegate cancels a course with less than 2 calendar days notice, a charge will be made as follows:

Cancellation with 2 calendar days or less (However, if a replacement person can attend, there will be no charge)	Half a day course £25 Day course £50 per day
Non-attendance on the course	Half a day course £25 Day course £50 per day
Late arrival 30 minutes or more after the course has commenced	Delegate may be turned away from the training at the discretion of the trainer and this may lead to a charge as above.

6.2 Invoices for charges will be sent to the relevant organisation within 2 weeks of the course date

Any queries with invoices should be raised with Public Health Admin email phpool@leics.gov.uk

7. Complaints

7.1 If a problem arises or you are dissatisfied with the Programme, we have a comprehensive complaints policy, see www.leicestershire.gov.uk/sites/default/files/field/pdf/2021/3/22/Corporate-Complaints-Policy-2021.pdf

8. Intellectual property rights

- 8.1 All intellectual property rights in or arising out of or in connection with the Programme (other than intellectual property rights in any materials provided by you) will be owned by us.

9. How we may use your personal information

- 9.1 We will use any personal information you provide to us to:

- (a) provide the Programme;
- (b) process your payment for any cost recovery of training unattended;
- (c) inform you about similar services that we provide, but you may stop receiving these at any time by contacting us.

- 9.2 We will process your personal information in accordance with Leicestershire County Council's Data Protection and Privacy, the terms of which are incorporated into this Contract and the <https://www.startaconversation.co.uk/privacy> website.

10. Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 10.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

- 10.2 Subject to clause 10.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and

(g) any indirect or consequential loss.

10.3 This clause 10 will survive termination of the Contract.

11. Confidentiality

11.1 We each undertake that we will not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 11.2.

11.2 We each may disclose the other's confidential information:

- (a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 11.2 and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

12. Termination, consequences of termination and survival

12.1 **Termination.** Without limiting any of our other rights, we may suspend the performance of the Programme, or terminate the Contract with immediate effect by giving written notice to you if:

- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 10 days of you being notified in writing to do so;
- (b) you fail to pay any amount due under the Contract on the due date for payment;
- (c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction];

- (d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- (e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

13.2 We may terminate this contract and recover all our losses from you, if you, your employees or anyone acting on your behalf do any of the following things:

- (i) offer, give or agree to give to anyone any personal inducement or reward in respect of this or any other Leicestershire County Council contract (even if you do not know what has been done); or
- (ii) commit an offence under the Bribery Act 2010 or give any fee or reward, the receipt of which is an offence under Section 117(2) of the Local Government Act 1972; or
- (iii) commit any fraud in connection with this or any other Leicestershire County Council contract whether alone or in conjunction with members, contractors or employees.

Any clause limiting your liability shall not apply to this clause.

14 Consequences of termination

14.1 On termination of the Contract you must return all of Our Materials. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned, you will be solely responsible for their safe keeping and must not use them for any purpose unconnected with the Contract.

14.2 Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

15 Survival. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

16 Events outside our control

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

16.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

16.2.1 we will contact you as soon as reasonably possible to notify you; and

16.2.2 our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Training with you after the Event Outside Our Control is over.

16.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us.

17 Communications between us

17.1 When we refer to "in writing" in these Terms, this includes email.

17.2 Any notice or other communication given (by one of us to the other) under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

17.3 A notice or other communication is deemed to have been received:

17.3.1 if delivered personally, on signature of a delivery receipt;

17.3.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or

17.3.3 if sent by email, at 9.00 am the next working day after transmission.

17.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

17.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

18 General

18.1 Assignment and transfer

18.1.1 We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing or by posting on this www.startaconversation.co.uk/mental-health-friendly-places webpage if this happens.

18.1.2 You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

18.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

- 18.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.
- 18.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 18.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 18.6 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.