

Additional Terms and Conditions for services provided to the Learning without Limits Academy Trust

April 2023

The terms and conditions set out below are incorporated into the contract between the Supplier and the Client and take precedence over any other term in the event of conflict.

1. Definitions

- 1.1 The following definitions and rules of interpretation in this clause apply in these Additional Terms and Conditions:

Client: Learning Without Limits Academy Trust (incorporated and registered in England and Wales with company number 10269535 whose registered office is at The Lancaster Academy, Knighton Lane East, Leicester LE2 6FU).

Client's Premises: those premises belonging to, or occupied by, the Client to which the Supplier will require access for the provision of the Services.

Contract: the contract between the Client and the Supplier, incorporating these Additional Terms and Conditions.

Data Protection Law: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018), the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations e3.9pd26(m)-2e (3.97 2)-9.7 7(m)1. (n)-7.a.8 s3.9i4 ((m-0.7 2)-9. 7 7)-0.7 ((m)1. (n)-7. (f)-3.4 (6)-0.r ((f)-3.m ((into force from time to time including any such applicable laws in any relevant jurisdiction. In this definition, "relevant jurisdiction" includes any jurisdiction in which Personal Data (as defined in Data Protection Law) relating to the Contract are Processed (as defined in Data Protection Law).

Health and Safety Law: means all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice, British and European Standards and guidance notes which are legally binding and in force in England as at the date of the Contract in so far as they relate to or apply to the health and safety or fire safety of any person, including but not restricted to the Health and Safety at Work etc. Act 1974 and all regulations

Services:

- 2.7 The Supplier shall maintain up-to-date personnel records on the Supplier Personnel engaged in the provision of the Services and shall provide information to the Client as the Client reasonably requests on the Supplier Personnel. The Supplier shall ensure at all times that it has the right to provide these records in compliance with the applicable Data Protection Law.
- 2.8 The Supplier confirms it will provide in advance of any visit to the Client's Premises a detailed 'letter of comfort' which states that all Supplier Personnel due to attend have

- 3.6 Where the DBS Certificate applied for in respect of any member of the Supplier's Personnel has not been received by the Supplier at the date they are due to commence work at the Client's Premises, the Client may at its complete discretion agree to the person commencing work at the Client's Premises if:
- 3.6.1 all of the other checks required by the Client in accordance with clause 3.3 have been completed to the satisfaction of the Client;
 - 3.6.2 it has completed a risk assessment and is satisfied that it is appropriate for work to commence; and
 - 3.6.3 it has been able to implement appropriate supervision for the person until such time as the DBS Certificate is received and deemed to be satisfactory by the Client.
- 3.7 Where any Supplier Personnel commence work prior to the Client receiving the DBS Certificate their continued involvement with the provision of the Services will be conditional upon the Supplier confirming to the Client that the DBS Certificate has been received and is considered satisfactory.
- 3.8 In relation to any Supplier Personnel providing the Services at the Client's Premises the Supplier undertakes to immediately notify the Client if:
- 3.8.1 any Supplier Personnel are or become barred from working with children or adults;
 - 3.8.2 any Supplier Personnel are the subject of a referral to the DBS or any successor body;
 - 3.8.3 any Supplier Personnel are arrested, charged or convicted of any criminal offence the circumstances of which could have an impact on the welfare of children or adults or which is otherwise relevant to the Services;
 - 3.8.4 any Supplier Personnel receive a police caution, reprimand or warning the circumstances of which could have an impact on the welfare of children or adults or which is otherwise relevant to the Services;
 - 3.8.5 there is a formal child protection investigation of any Supplier Personnel or any member of their household under section 47 of the Children Act 1989, as amended;
 - 3.8.6 it becomes aware of any circumstances relating to any Supplier Personnel that may reasonably be considered to pose a safeguarding risk to children or adults; or
 - 3.8.7 there is any change in the circumstances of any Supplier Personnel that affects their right to work in the UK.
- 3.9 If the Supplier provides a notification to the Client under clause 10.8, the Supplier agrees to provide the Client with all information relevant to the notification so that the Client may determine whether the person who is the subject of the notification remains suitable to work at the Client's Premises.
- 3.10 The Supplier undertakes and agrees to take such further steps as the Client reasonably requires to enable the Client to comply with its statutory or regulatory obligations to safeguard and promote the welfare of children and, upon request, will provide the Client

with such evidence as the Client requires in order to demonstrate that such steps have been taken.

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