



Trusol Education SLA Terms & Conditions

TRUSOL

**Supporting Teaching & Learning
through Technology**

www.trusol.com

1. GENERAL

- a) This agreement and the schedule hereto and any quotations referred to constitute the entire agreement between Trusol and the Client with regard to the provision of the Individual or Individuals to provide the Services and shall be governed by the Laws of England.
- b) The rights of the Client hereunder shall not be assigned without the prior consent of Trusol who shall be obliged to give any reason for withholding such consent.
- c) In this agreement the term "The Client" means, its direct and indirect subsidiaries, its intermediate and ultimate holding companies and the direct and indirect subsidiaries of such holding companies worldwide.
- d) If The Client shall at any time during or six (6) months from the expiry or termination of this agreement engage, employ, utilise the services of or introduce to another employer, either temporarily or permanently, directly or indirectly any person, including but not limited to the individual, supplied under this agreement then the Client shall pay to Trusol the sum equivalent to 20% of the annualised weekly charge shown in the Agreement Schedule.
- e) The Client acknowledges and accepts that Trusol may propose a replacement to perform the services in substitution for the named Individuals but that any such substitute shall only be accepted if approved in writing by the Client and Trusol.
- f) The Services shall be performed at the Project Address or such other site as reasonably required by, or agreed in writing with the Client.

2. DURATION

- a) The date of commencement of the provision of the individual and the duration of the same are as set out in the Schedule.
- b) The duration of the initial contract period may be extended by agreement in writing between the parties and these terms and conditions shall unless excluded in writing be deemed to apply to such an extended contract.

3. EXCLUSIONS

- a) Whilst every effort is made by Trusol to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability from its employees or sub-contractors no liability will be accepted by Trusol for any loss (including consequential or economic loss), expense damage or delay arising from the act of omission , negligence or otherwise, of Trusol or its employees or sub-contractors other than liability for death or personal injury caused by Trusol negligence, liability for which he is not excluded.
- b) The Client may not enter into direct negotiations with Trusol or the Individual with regards to charges, income, contract duration or termination or any other matter relating to this agreement save as is expressly allowed for within this agreement.

4. STANDARDS AND SUPERVISION

- a) The Client undertakes to liaise with and give guidance to the Individual sufficiently to ensure The Client's satisfaction but if the services of the Individual can be shown to be unsatisfactory during the term of this agreement the Client may request, in writing, the removal of the unsatisfactory Individual. The Client will be liable to pay for the full number of working days completed by the unsatisfactory Individual up to the date of the said request.
- b) In the event of the Client making a request pursuant to Clause 4.a) Trusol has the right to provide a replacement acceptable to the Client with suitable experience and competence, but if Trusol shall be unable to provide a replacement within 14 days of said proof of the unsatisfactory working of the original Individual, the Client may at his discretion terminate this agreement forthwith.
- c) The Client agrees to comply with all applicable statutes, by laws and legal requirements to which The Client is subject in respect of personnel supplied by Trusol, including the individual, except in respect of tax and insurance contributions.
- d) Trusol will procure that in the provision of the Services The Individual will apply with all applicable laws, rules and regulations specified by The Client (including rules and regulation in respect of any statutory obligations, data protection, health and safety and security).

5. REMITTANCE & BILLING

- a) The Client agrees to pay the charges set out in the Schedule which charges shall be invoiced yearly in advance (or otherwise by arrangement with Trusol in writing) to The Client by Trusol Limited. The said charges are payable by The Client within 14 days (or otherwise by arrangement with Trusol in writing) of the date of the said invoice. Interest shall be payable on overdue accounts (14 days after the initial 14 days) at the rate of 4% per annum above the prevailing Lloyds TSB Bank PLC base rate such interest to accrue from day to day from the due date for payment until receipt by for the Full amount, whether before or after judgement. In addition, The Client shall reimburse Trusol Limited for any expenses reasonably incurred by Trusol in the collection of such overdue payments.
- b) The Client agrees to accept a weekly timesheet (or where applicable project reports) signed by the Clients representative as proof of satisfactory work for the hours set out in the time sheet.
- c) Any Excess Standard Service Week fee shall apply in respect of hours worked by the Individual outside the SSW and which The Client and the Individual have mutually agreed. Expenses incurred by the Individual, which have been authorized in advance by The Client and which are supported by valid receipts shall also be charged. All charges are subject to the addition of such taxes and duties as may from time to time be imposed by local national governments.
- d) There shall be no offset against amounts due to the Trusol under this Agreement on account of any other engagement.

6. CANCELLATION OF BOOKED VISITS

- a) The client is required to give Trusol at least 24 hours notice for cancellation of any booked SLA visits. Failure to do this will incur a minimum cancellation charge of £250.

7. TERMINATION

- a) Any notice required to be given hereunder shall be sent by pre-paid registered or recorded delivery post sent to the party to whom it is addressed at their last known address or place of business and shall be deemed to be served on the day following or if that day be a Sunday the second day following that upon which it shall be shown to have been posted.
- b) The agreement may be suspended if Trusol are unable to commence, continue or completely perform its obligations hereunder by reason of force majeure including, without limitation, fire, flood, aircraft damage, explosion, electrical failure, strikes, lock-outs, riots, civil commotion or state of national emergency, British Government action or any cause whatsoever (whether or not of similar nature to the foregoing which is not within its control provided that notice is promptly given to The Client claiming suspension and stating the event relied upon. If suspension is claimed by Trusol. The Client will not be liable for standard charges set out in the Schedule for the period of any such suspension except in the specific cases of strikes, lock-outs, or non-payment of invoices, where the standard hours as set out in the Schedule will be assumed to have been worked and will be invoiced for accordingly.
- c) This agreement covers a full 12 month period commencing April 1st for the respective year as detailed herein. Full advanced payment confirms the Clients intent to commit to the service as detailed for the full period and for which no refund can be awarded by the Company for early termination of the contract by The Client unless in relation to clause 7b.
- d) This agreement shall be renewable (at a revised cost) at the end of the current term for a successive 12 months term unless either party gives written notice of its intention not to renew 90 days before expiration of the current term (unless otherwise varied by the special terms & conditions).
- e) Termination of this agreement under any of the provisions hereof shall be without prejudice to the rights of the parties hereto, arising prior or as a result of, such termination.
- f) Not with standing anything herein contained Trusol shall be entitled to terminate this agreement by notice in writing to The Client if The Client shall commit or allow to be committed any breach of any terms of this agreement and shall fail to remedy any such breach within seven days notice by Trusol to The Client requiring remedy of the same. Any charges falling due and payable to Trusol Limited at the date of the termination shall be paid forthwith.

- g) If any action, application or proceeding is taken in respect of The Client for
- (i) A voluntary arrangement or composition or reconstruction of its debts;
 - (ii) The presentation of an administration petition
 - (iii) Its winding-up or dissolution
 - (iv) The appointment of a liquidator, trustee, receiver, administrative receiver or similar officer or
 - (v) Any similar action, application or proceeding in any jurisdiction to which it is subject or it is unable to pay its debts, Trusol may without prejudice to any of its other rights by notice in writing to The Client, forthwith determine this agreement.

8. PRIVACY STATEMENT

- a) The term “Confidential Information” shall mean any information in any form emanating, directly or indirectly, from The Client or any other member of The Clients group and shall include any complication of the otherwise public information in a form not publicly known.
- b) It is understood that the term “Confidential Information” does not include (i) Information which is publicly known at the time of disclosure; (ii) Information which, after disclosure by The Client becomes publicly know other than through a breach of contract; (iii) information which Trusol can show was known to it prior to its disclosure by The Client; (iv) information which Trusol can show was developed independently by members of its own staff who were not aware of the content of the information disclosed to Trusol; (v) information which Trusol can show was made available to it by a third party who had a right to do so and who was not imposed on Trusol any obligation of confidentiality.
- c) Copyright and other industrial and intellectual property rights in all work (including all work of a preparatory nature) developed or created from such work performed by “The Individual” for “The Client” shall belong to “The Client”.
- d) hereby acknowledges that The Client has a proprietary interest in maintaining the confidentiality of the information and undertakes that both during and after termination of the agreement, it will not disclose the confidential information or use that information for any purpose.
- e) Trusol hereby acknowledges that any papers, documents, drawings, other printed or written patter, samples, computer software or equipment supplied to it by or on behalf of The Client and any such items prepared by or on behalf of Trusol of the Individual in connection with the performance of Trusol’s obligations under this agreement are and will be the sole and exclusive property of The Client. Trusol undertakes to return all such items to The Client on completion of the work or such earlier date as The Client may specify together with any copies thereof, which may then be in its possession.

9. ADVISORY

- a) The Client is aware and accepts that Trusol is entitled to seek, apply for and accept contracts to supply services to other parties during the currency of this agreement, provided that it does not compromise Trusol’s ability to deliver the Services or is otherwise in breach of its agreement with Trusol.