

BACKGROUND

These Terms and Conditions are the standard terms for the provision of services by **DT COACHING SERVICES LIMITED** incorporated and registered in England and Wales with company number 13465839 whose registered office is at Office B Redruth House, Cornwall Business Park West, Scorrier, Redruth TR16 5EZ (**DT Coaching / we / us**).

AGREED TERMS

1. Interpretation

1.1 The definitions and rules of interpretation in this clause 1 apply in this Agreement.

Activity Day(s): any day or consecutive number of days which are outside of the School's normal in-school curriculum (for example, but not limited to, curriculum enrichment weeks, sports day, transition days) where the total Fees are £500.00 plus VAT or more.

Agreement: the Confirmation of Provisions together with the terms and conditions detailed herein.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Coach(es): the suitably qualified sports coach(es) allocated by DT Coaching to deliver the Services.

Commencement Date: the date on which provision of the Services commence, being the date shown in the Summary of Provisions.

Confirmation of Provisions: the written document (including email) detailing information such as, the Parties, Commencement Date, School Site, Services and Fees.

Confidential Information: information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights, and know-how relating to the business of either Party and all Personal Information within the meaning of the Data Protection Legislation.

Contractual Term: from the Commencement Date until the last day of the School's 2025/2026 academic year (unless agreed otherwise by DT Coaching).

Data Protection Legislation: the General Data Protection Regulation ((EU 2016/679) ("GDPR") until it is no longer directly applicable in the UK, the Data Protection Act 2018 and any other applicable national implementing laws, regulations and secondary legislation, as amended from time to time, in the UK.

Deposit: an advance payment made to DT Coaching, as explained in clause 6.

Fees: all sums due under this Agreement by the School to DT Coaching, as set out in the Confirmation of Provisions.

Intellectual Property Rights: all vested and contingent and future intellectual property rights including but not limited to copyright, trade marks, service marks, design rights (whether registered or unregistered),

patents, know-how, trade secrets, inventions, get-up, database rights and any applications for the protection or registration of these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created.

School: the school, academy or trust (being a Party to the Agreement) to which the Services are being provided.

School Site: as detailed in the Confirmation of Provisions.

Services: as detailed in the Confirmation of Provisions.

- 1.2 Clause headings do not affect the interpretation of this Agreement.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

2. Provision of Services

- 2.1 DT Coaching shall provide the Services to the School, throughout the Contractual Term, with effect from the Commencement Date.
- 2.2 Subject to clause 3.2, DT Coaching will not be required to provide the Services to the School on days on which the School is closed to students including, but not limited to, school holidays, half terms, bank holidays, inset days and strike days.
- 2.3 In providing the Services, DT Coaching shall:
 - (a) exercise reasonable skill and care, to be expected of a sports coaching company of its size and type; and
 - (b) comply with all statutes, regulations and codes of conduct and any other rules relevant to the Services.
- 2.4 DT Coaching will ensure that the Coach(es):
 - (a) is/are aware of current policies that may impact on the Services that they deliver;
 - (b) is/are Enhanced DBS checked and is/are familiar with DT Coaching's and (where necessary) the School's child protection and safeguarding policy. We will ensure that the Coach(es) receives regular access to training and is suitably qualified to deliver the Services;
 - (c) arrives in good time to complete necessary preparations and commence at the agreed time, except in the event of, and where possible by prior notification, of exceptional circumstances; and
 - (d) will work with a ratio of participants appropriate to the activity involved, in accordance with applicable sports governing body guidelines.

- 2.5 DT Coaching will complete any relevant documentation or session planning required by the School in relation to the Services.
- 2.6 In the instance where a Coach is unable to deliver a session (due to sickness etc), a suitably qualified alternative coach will be deployed to cover the Coach. In such circumstances, DT Coaching will contact the School to inform them of the change.
- 2.7 DT Coaching shall use reasonable endeavours to accommodate any reasonable changes to the Services that may be requested by the School. The parties will agree in writing as soon as reasonably practicable any change to the Services and corresponding changes to the Fees.

3. School's Obligations

- 3.1 The School shall:
- (a) use all reasonable endeavours to provide all pertinent information to DT Coaching (and directly to the Coach(es) where needed) necessary for DT Coaching's provision of the Services;
 - (b) be responsible for the welfare of the children involved in any school based delivery. Where possible, the School should endeavour to provide a member of staff to accompany the Coach(es) at all times during session delivery. However, where this is not possible, a member of School staff must be identified who will remain on the School Site and be contactable at all times during the session. The member of School staff remaining on the School Site must be paediatric first aid trained;
 - (c) advise participants of any potential health risk associated with an activity, and recommend the exclusion of anyone who may be deemed unable to take part without undue risk to their own health or the health of others;
 - (d) ensure that participants are given prior notice to dress appropriately and safely for the activity, and to ensure that they act in accordance with that advice;
 - (e) ensure that the School Site and any equipment to be provided is accessible and adequately prepared in accordance with any recommendations from the prior risk assessment;
 - (f) respond promptly to any inappropriate behaviour by participants, or other incidents reported by a Coach; and
 - (g) provide a copy of the session register to the Coach(es) for all sessions for monitoring purposes.
- 3.2 The School shall notify DT Coaching in advance (by providing no less than 48 hour's notice) of any days during the Contractual Term on which Services are not required (i.e. if the School has an Inset Day). Failure to notify DT Coaching will result in the School being charged the applicable Fee in accordance with clause 5.1.
- 3.3 The School shall pay the Fees in accordance with this Agreement.
- 3.4 The School shall be responsible for obtaining any necessary consents, permissions or approvals required in relation to the Services.

4. Fees

- 4.1 In consideration for the provision of the Services, the School shall pay DT Coaching the Fees in accordance with this clause 4 (except where the Services are Activity Day(s), in which case clause 6 shall apply).
- 4.2 DT Coaching will invoice the School half termly for the Fees (plus VAT, if applicable) incurred during the preceding school half term. The School shall pay each invoice due and submitted to it by DT Coaching, within 10 Business Days of receipt.
- 4.3 Interest shall be payable on any amount properly due and payable by the School under this Agreement which is unpaid for more than 20 Business Days at the expiry of the relevant period for payment. Such interest shall accrue from day to day at a rate equal to 4% in excess of DT Coaching's bank's base rate from time to time, from (but excluding) the date of expiry of such period until (but excluding) the date upon which the amount due is actually received by DT Coaching.
- 4.4 All amounts due under the Agreement from the School to DT Coaching shall be paid by the School in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5. Session Cancellation

- 5.1 If the School needs to cancel a particular session for any reason, the School must provide DT Coaching with notice as soon as reasonably possible. If:
- (a) 48 hour's notice or more is given by the School to DT Coaching, DT Coaching will not charge the School for the cancelled session; or
 - (b) less than 48 hour's notice is given by the School to DT Coaching, the full Fee applicable to the session will still be charged.
- 5.2 If DT Coaching needs to cancel a particular session for any reason, DT Coaching will provide the School with notice as soon as reasonably possible and the School will not be charged for the cancelled session.
- 5.3 This clause 5 does not apply to Activity Day(s).

6. Activity Day(s)

- 6.1 Where the Services booked by the School is an Activity Day(s):
- (a) sub-clauses 2.1, 4.1 and 4.2, clause 5 and sub-clause 9.1 shall not apply; and
 - (b) the terms set out in this clause 6 shall apply.
- 6.2 Where the Services booked by the School is an Activity Day(s), DT Coaching shall provide the Services to the School, throughout the duration of the Activity Day(s).
- 6.3 Upon receipt of Confirmation of Provisions, the School will be required to pay a Deposit of 25% of the Fees for the Activity Day(s).

- 6.4 DT Coaching will invoice the School for the Deposit (plus VAT, if applicable) upon Confirmation of Services being received.
- 6.5 DT Coaching will invoice the School for the balance of the Fees for the Activity Day(s) either:
- (a) at the end of the half term during which the Activity Day(s) took place; or
 - (b) within 10 Business Days prior to the commencement of the Activity Day(s).
- 6.6 The School shall pay each invoice due and submitted to it by DT Coaching, within 10 Business Days of receipt.
- 6.7 If the School cancels the Activity Day(s) for any reason, the School must provide DT Coaching with notice as soon as reasonably possible. If:
- (a) 20 Business Days' notice or more is given by the School to DT Coaching, the Deposit will be refunded in full; or
 - (b) less than 20 Business Days' notice is given by the School to DT Coaching, the Deposit will be non-refundable.
- 6.8 If the School needs to rearrange the Activity Day(s) for any reason, the Deposit will be transferred to the new booking date(s), provided that the new booking date(s) are within the same academic year as the original booking date(s) of the Activity Day(s).
- 6.9 If DT Coaching needs to cancel an Activity Day(s) for any reason, DT Coaching will provide the School with notice as soon as reasonably possible and the Deposit will be refunded in full, along with any of the Fees for the Activity Day(s) of which the School has already paid.

7. Limitation of Liability

- 7.1 Subject to clause 7.2, DT Coaching shall not be liable to the School (or be deemed to be in breach of this Agreement) whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:
- (a) any indirect or consequential losses, damages, costs and expenses, loss of contracts or loss of business, whether or not such losses were reasonably foreseeable or whether such losses are direct, indirect, consequential or otherwise;
 - (b) losses that were not caused by DT Coaching's breach; or
 - (c) failure to perform, or delay to perform any obligation under this Agreement that is caused by events outside DT Coaching's reasonable control, including but not limited to, the acts or omissions of the School or any third party.
- 7.2 Nothing in this agreement shall exclude or limit liability in any way for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of statute; or

- (d) any other matter for which it would be illegal or unlawful to exclude or attempt to exclude liability.

8. Confidentiality

- 8.1 The Parties acknowledge that in the course of this Agreement they may have access to Confidential Information belonging to the other Party. Neither Party shall (except in accordance with this Agreement) disclose to any third party (and shall use their best endeavours to prevent the publication or disclosure of) any Confidential Information.
- 8.2 Each Party may disclose the other Party's confidential information:
 - (a) as authorised by the other party or required by law; or
 - (b) any information which is already in, or comes into, the public domain otherwise than through either party's unauthorised disclosure or previously known to the other Party.

9. Term and Termination

- 9.1 This Agreement shall commence on the Commencement Date and shall continue for the Contractual Term, subject to the provisions of this clause 9.
- 9.2 Either Party may terminate this Agreement by giving the other Party no less than 3 months (a full school term's) notice in writing.
- 9.3 Without affecting any other right or remedy available to it, DT Coaching may terminate this Agreement with immediate effect by giving written notice to the School if the School fails to pay any amounts due under the Agreement on the due date for payment.
- 9.4 If either party ("**Defaulting Party**") is in material breach of its obligations under this Agreement, the other party ("**Non Defaulting Party**") may serve 2 Business Days written notice ("**Notice Period**") on the Defaulting Party of its intention to terminate this Agreement. Such notice shall state the grounds upon which the Non Defaulting Party intends to terminate this Agreement.
- 9.5 The Non Defaulting Party may, at the expiry of the Notice Period, serve further written notice terminating this Agreement with immediate effect, if the Defaulting Party:
 - (a) fails to rectify the breach within the Notice Period; or
 - (b) could not rectify the breach within the Notice Period for reasons beyond the Defaulting Party's control; or
 - (c) fails to take prompt action to remedy the breach as soon as practicable.
- 9.6 Upon termination of this Agreement for whatever reason:
 - (a) the School shall immediately pay to DT Coaching all of DT Coaching's outstanding unpaid invoices and any interest and, in respect of Services supplied but for which no invoice has been submitted, DT Coaching may submit invoices for such Fees, which shall be payable by the School immediately on receipt;

- (b) any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect; and
- (c) termination of this Agreement shall not affect any of the rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.

10. Insurance

- 10.1 DT Coaching shall maintain public liability insurance and employer's liability insurance in respect of any injury to or death of any person or loss or damage to any real or personal property during the Contractual Term.
- 10.2 The School is responsible for all insurance relating to the School Site during the Contractual Term.

11. Data Protection

- 11.1 The Parties acknowledge and shall comply with the provisions of the Data Protection Legislation.
- 11.2 The Parties do not anticipate any processing of Personal Information for the provision of the Services under this Agreement. If Personal Information is processed under this Agreement by DT Coaching, such Personal Information will be processed in accordance with DT Coaching's Privacy Policy.

12. Relationship of the Parties

Nothing contained in this Agreement shall be so construed as to constitute either Party to be the agent of the other nor shall this Agreement operate so as to create a legal partnership, company or joint venture of any kind between the Parties hereto.

13. No Waiver

- 13.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 13.2 A failure by a party to exercise any right or remedy provided under this Agreement or by the law shall not constitute a waiver of that or any other right of remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

14. Further Assurance

- 14.1 Each party shall, at their own expense, execute (and in the case of a deed, deliver) any deeds or documents and do all such other acts and things as may be necessary or appropriate to effect this Agreement.
- 14.2 Each Party warrants to the other that in entering into this Agreement neither will be in breach of any express or implied terms of any contracts with, or of any other obligations to, any third party.

15. Assignment and Sub-Contracting

- 15.1 Neither Party may assign, transfer, charge or deal in any other manner with any or all of its rights under this Agreement without the prior written consent of the other Party.
- 15.2 DT Coaching shall be entitled to preform any Services undertaken by it through qualified and skilled sub-contractors. Any act or omissions of a sub-contractor in the provision of the Services shall, for the purpose of this Agreement, be an act or omission of DT Coaching.

16. Notices

- 16.1 A notice given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at the address given in this Agreement or as otherwise notified in writing to the other party.
- 16.2 Unless proved otherwise, any such notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the address given in this Agreement or given to the addressee; and
 - (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- 16.3 If deemed receipt under clause 16.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 16.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 16.4 A notice required to be given under this Agreement shall not be validly given if sent by email.
- 16.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

17. Entire Agreement

- 17.1 This Agreement and any document referred to in it constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.2 Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 17.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

18. Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such

modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

19. Variation

No variation or agreed termination of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

20. Third party rights

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. No one other than a party to this Agreement shall have any right to enforce any of its terms.

21. Governing law

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

22. Jurisdiction

Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

These Terms and Conditions were last reviewed and updated on 1st September 2025.