



SCHOOL PROGRAMME

Little City Terms and Conditions for School & Nursery Workshops

1. Definitions

The following defined terms are used within these Terms and Conditions:

“Agreement” means the legally binding contract made up of the Booking, these Terms, and the Data Processing Form.

“Booking” means the Booking Form (setting out the details of our two organisations; the work we will do for you; and other terms and conditions about the arrangements specifically between us). The Booking Form may be amended or updated through our agreed project management channels by us both agreeing in writing to the change;

“Breach” a breach occurs when one of us fails to comply with any of their obligations under the Agreement.

“Confidential Information” means all information that one of us discovers about the other through our connection and which is about or relates to the other’s business (including financial information, products, services, service levels, customer satisfaction, proposed services and products, pricing, and margins) or people (including directors or partners, investors, staff, suppliers, customers, clients, children or their Parents, prospects and contractors). However Confidential Information does not include information that is openly published by the party, nor information that is publicly available without breach of our respective confidentiality obligations.

“Data Privacy Law” means all applicable laws relating to privacy and the processing of personal data, including the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, in each case as amended, replaced or supplemented from time to time.

“Data Processing Form” means either the data processing agreement issued by you and agreed by us, or our Data Processing Form completed by you, setting out the framework of the processing of personal and other data required by the Booking, and any collateral Data Processing Agreements that we decide to implement after discussion between us.

“Intellectual Property” means intellectual property rights including (but not limited to) copyrights, patents, registered designs, design rights, trademarks, service marks, and the right to apply for or register any such protection, and all rights relating to trade secrets and other unpublished information.

“Materials” means written, audio and visual materials used or produced during or to support delivery of Workshops including lesson plans, handouts, videos, questionnaires, games, case studies, explanatory material, notes, specifications, designs or drawings.

“Parent” means a parent, guardian or nominated responsible adult.

“Personal Data” means information about identifiable living individuals.

“Programme” means a regular Workshop or series of Workshops;

“Pupil” means any individual attending the Programme or a Workshop, including staff and other adults attending Workshops for tuition.



“Space” means any hall, room, pitch, playground etc required to host the Workshop(s).

“Terms” means this Terms and Conditions document.

“we” and **“us”** means the person, firm or organisation agreeing to provide Programme or Workshop(s) as named in the Booking Form

“Workshop” means any occurrence of a Programme or a one-off Workshop or event which can accommodate up to thirty (30) Pupils.

“you” refers to the person, firm, or organisation for whom we will provide Programme or Workshop(s) as named in the Booking Form.

2. About the work

- A. Please complete and review the Booking Form for full details. Minor changes can be agreed by written exchange. For major changes, we’ll issue a new Booking Form.
- B. We work to professional standards. Where you want us to align with your school or setting policies and procedures, please give us early access to them so that we can make sure our team are briefed. Where our work is intended to fall within a funding remit or equivalent, please make sure we have early access to the requirements and processes involved so that we can bring our practises into alignment with them.
- C. The Booking Form explains our communication channels. Using different communication channels may result in delay or messages being overlooked.
- D. If the Workshop we do seems to vary from your expectations, you should tell us and what it will take for us to get back on track. Similarly, we will do the same for you.

3. How we work

- A. We’ll provide all the materials and equipment required to deliver the Workshops. Any special requirements must be detailed on the Booking Form and discussed with us in advance.
 - B. We usually provide the Workshops at your school premises. We will ask for video in advance of the sessions to confirm how we enter the building or we will complete on site risk assessments. We will require parking access as close to the venue as possible, to minimise time taken to set up/pack away and minimise health and safety risk to you/your team/your Pupils. Where keys/fobs are required to access areas of the school, please confirm with us the status of those fobs and how we can use them or a member of staff will support us to do so.
 - C. If you don’t provide appropriate access, the Workshop may run late or be cancelled without any right to refunds for the Workshop. It may not be possible to work to a later end time for Workshops that started late.
 - D. Activities may vary depending on the time of year/season, requirements of your Pupils, the number who turn up for the Workshop and other factors. We may update or modify the content to improve the experience or outcomes.
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- E. The start and finish times of Workshops are as set out in the Booking Form or otherwise agreed between us.
 - F. Any request to postpone or cancel a Workshop must be made in writing to our named contact. The applicable notice period, cancellation charges, rescheduling rights, treatment of deposits and prepayments, and any agreed exceptions are set out in the Booking Form. Unless the Booking Form states otherwise, payments already made are non-refundable and may be credited only against a replacement date that we agree in writing. If we reasonably need to postpone or cancel because of circumstances beyond our reasonable control, we will use reasonable endeavours to agree a replacement date; our liability is limited as set out in these Terms. Workshops cancelled outside of our postponement and cancellation policy will not be transferrable or refundable.
 - G. We may delegate some or all your Workshop to suitably qualified and checked-team members, employees, or associates. They are not authorised to agree arrangements with you. This must always be done with our contact named in the Booking Form.
 - H. We list our insurances in the Booking Form. If you'd like to see our certificates and policy terms, please let us know.

4. What we need from you

- A. Appoint one person to be our main contact for the event itself. This person is the named person in the booking and should have the authority to make changes to the booking. We won't be able to confirm new arrangements with anyone else unless that person informs us in writing that someone else is authorised to do this.
- B. Inform us immediately of the finance person/team who shall be responsible for receiving and processing our invoices.
- C. Provide clear information for Pupils and their Parents (if applicable). Where Pupils are going home after the Workshop, please include a clear statement of pick-up arrangements for each Pupil.
- D. Publicise the Workshops through all your normal channels well before the date(s) of the Workshops.
- E. Identify any Pupils with additional needs we might need to be aware of. Please notify us of any requirements to make sure of their safety or participation. We may have to do our own additional risk assessments before they can participate. (For SEND schools, we'll work with your team to risk assess the City before starting the Workshops).

5. Safeguarding, supervision and safety

- A. Before the first Workshop, you must provide us with the name and contact details of your designated safeguarding lead (DSL), a deputy DSL available during the Workshop, and the member of staff who is our main operational contact. You must provide us with all relevant safeguarding, child-protection, health and safety, fire, emergency, visitor and site-security procedures that apply at the Space, and promptly notify us of any material change. We will ensure that our team members are briefed on the procedures that you provide and comply with them while on your premises.
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- B. You remain responsible at all times for the welfare, safeguarding, supervision, conduct and behaviour management of Pupils. You must ensure that Pupils are supervised throughout each Workshop by an appropriate number of suitably trained members of your staff, in accordance with your policies, risk assessments and any legal or regulatory requirements. Unless the Booking Form expressly states otherwise, our team members are not engaged to provide sole supervision, personal care, behaviour management or one-to-one support for any Pupil.
- C. In good time before each Workshop, you must give us the information that is reasonably necessary for safe delivery, including relevant accessibility requirements, medical conditions, allergies, communication needs, behavioural needs, emergency arrangements and any other requirements relating to a Pupil's safe participation. You must obtain all parental, medical and other consents needed for the Pupil's participation and for any information lawfully shared with us. We may request further information and reasonable adjustments or carry out additional risk assessments before confirming participation.
- D. You must ensure that appropriately trained school staff are available throughout each Workshop to administer first aid, manage medicines and personal care, contact emergency services, and contact Parent or other emergency contacts where required. You must tell us promptly about any emergency evacuation, lockdown, medical event or other incident that may affect the Workshop.
- E. If a member of our team receives a disclosure, observes a safeguarding concern, or reasonably believes that a Pupil or other person may be at risk of harm, we may report the matter immediately to your DSL or deputy DSL and provide relevant information. Where we reasonably consider it necessary to protect a child or other person, we may make a report directly to the relevant authority or emergency service.
- F. We will ensure that personnel we assign to deliver a Workshop are suitably qualified and have completed the DBS checks and other vetting that are required by law for the role they will perform. You must not ask our personnel to undertake duties outside the agreed scope of the Booking or permit them to be left with sole responsibility for Pupil unless we have expressly agreed this in writing.
- G. We may require that a Pupil be removed temporarily or permanently from a Workshop where we reasonably consider that the Pupil's behaviour, health, needs or circumstances create a risk to that Pupil, another person, our personnel, equipment or the safe delivery of the Workshop. We may suspend, alter or stop a Workshop immediately where we reasonably consider that the Space, supervision, access, information provided, conduct of participants, safeguarding arrangements or any other circumstance is unsafe or unsuitable. We will notify you as soon as reasonably practicable and will work with you to identify whether the Workshop can safely resume. Any resulting delay, reduction in delivery, cancellation or additional cost will be dealt with under the Booking and these Terms.
- 6. Intellectual property (IP) and copyright**
- A. We own (or have a license for) the Intellectual Property and copyright for materials used to support the activities.
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- B. We own, or have obtained the necessary rights to use, all intellectual-property rights in the Materials and in our methods, branding, Workshop content and equipment. You retain ownership of any materials or information you provide to us.
 - C. Subject to payment of all fees due, we grant you a limited, non-exclusive, non-transferable and non-sublicensable right to use any Materials we expressly provide to you solely for the internal educational purpose stated in the Booking. You must not copy, adapt, publish, distribute, share, record, photograph, film, extract from, or use the Materials or Workshop content to deliver your own workshops or classes, except with our prior written consent and any agreed licence.
 - D. You must take reasonable care of our equipment and Materials, ensure that they are not used or removed without our prior written consent, and return them at the end of the Workshop in the condition in which they were supplied, fair wear and tear excepted. You are responsible for loss of or damage to our equipment or Materials caused by your staff, Pupils or visitors, except to the extent caused by our negligence.
 - E. We will only use your Confidential Information to provide a Programme or Workshop, or if we are required to disclose it by law. We may keep some Confidential Information to keep a record of what we did.
 - F. We process Personal Data in accordance with our data privacy policy and, where we process Personal Data on your behalf, the Data Processing Form. You must not provide us with Personal Data unless it is reasonably required for the Booking and you have a lawful basis to share it with us. The Data Processing Form must set out the subject matter, duration, nature and purpose of the processing, the categories of Personal Data and data subjects, and the parties' respective responsibilities.
 - G. You agree that you will not disclose or use our Confidential Information except to support and administer our Agreement.

7. Invoicing and Payment

- A. The payment arrangements that apply to you are explained in the Booking Form.
 - B. Payment is due in cleared funds by the date shown on our invoice, unless the Booking Form states a different timescale. You must pay all undisputed amounts in full, without set-off, counterclaim, deduction or withholding except where required by law. If you dispute an invoice, you must notify us in writing before its due date, identifying the disputed amount and reasons; you must pay the undisputed balance when due.
 - C. You must explain to us any key dates for regular invoice payments, the purchase number(s) you wish us to use when invoicing, the people to whom invoices should be sent (including accounts and council departments who should be copied in where other parties are funding the invoice) together with any funding or grant codes.
 - D. You must make every effort to make sure we are paid promptly including:
 - (i) obtaining purchase orders and budget authority before making a Booking;
 - (ii) informing us of anyone who should be copied in on our invoices;
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- (iii) promptly authorising invoices when they are sent to you;
 - (iv) promptly sending invoices on to your finance department to pay;
 - (v) promptly making payment where you are the person responsible for payment; and
 - (vi) telling us about unusual cut off dates for payments, or your own absence if this will mean invoices remain unpaid for longer.

- E. If you do not pay an undisputed amount when due, we may suspend, postpone or cancel the Programme or Workshops on written notice and charge interest, administrative costs and reasonable recovery costs to the extent permitted by law. This does not affect any other right or remedy available to us.
- F. We apply payments to the oldest outstanding invoices first, so you must clear older invoices to make a valid deposit, pre-payment, or staged payment.
- G. Discounts are only valid if our payment terms are met.
- H. We may charge additional fees for work outside the scope of the Booking where the Booking states the applicable rate or you approve the additional fee in advance. Such additional fees may include (without limitation) charges for: (i) Additional mileage outside of our usual area; (ii) extra Programmes or Workshops; (iii) extra Pupil places; (iv) extra team members; (v) accommodating requests after the Workshop is completed, such as asking us to arrange a handover, or responding to your email enquiries; (vi) accommodating your request to provide you with information because you're being inspected or audited; and/or (v) accommodating your request to provide receipts or other paperwork (beyond our invoices) because you need to prove our tax status to HMRC as one of your suppliers.
- I. If we are required to incur expenses on your behalf these will be authorised with you in advance.
- J. Where required, we'll add the appropriate VAT amount on our invoices.

8. Marketing

- A. We may use your name, logo and a general description of the services only with your prior written approval in each case. We will not identify or use any image, recording, testimonial or other information relating to a Pupil without the school's and, where required, the relevant Parent's prior written consent. This may include our portfolio, website, and social media. We will not use or identify any Pupil, Parent, teacher or other individual in a testimonial or other marketing material without the school's prior written consent and, where required by law, the individual's or relevant Parent's prior written consent.

9. Termination of the Agreement

- A. This Agreement will end automatically, either:
 - (i) on the completion of the Programme or Workshops detailed in the Booking;
 - (ii) if either party provides the other with the period of written notice as specified in the Booking
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- B. This Agreement may also be terminated by either party if the other party is in breach of its obligations under this Agreement and, if such breach is remediable, that party fails to remedy that breach within fourteen (14) days of the non-defaulting party providing notice describing the Breach and, where it is capable of remedy, the steps required to remedy it.
 - C. If a remediable Breach is remedied within fourteen (14) days after notice, the Agreement will continue. If a Breach is not remediable or is not remedied within fourteen (14) days after notice, the non-defaulting party may terminate the Agreement by written notice..
 - D. We may suspend performance or terminate immediately where we reasonably consider that there is a safeguarding or safety risk, a serious breach, non-payment, unlawful instruction, insolvency or material reputational risk.
 - E. In respect of any “term-time” or annual bookings, either party may terminate the relationship on one term’s notice (unless the Booking Form says otherwise). You must give notice to the person named in the Booking Form on or before the last day of the previous term.
 - F. Termination does not affect accrued rights or any provision intended to survive, including payment, confidentiality, data protection, intellectual property, indemnity and limitation-of-liability provisions.

10. Data Protection

- A. Where we process Personal Data on your behalf, you are the controller and we are the processor, unless the Booking or Data Processing Form expressly states otherwise. You must provide documented processing instructions and must not provide Personal Data unless it is necessary for the Booking and you have a lawful basis to share it with us. The Data Processing Form is incorporated into this Agreement and must be completed before we process such Personal Data.
- B. We will process Personal Data only in accordance with your documented instructions and the Data Processing Form, maintain appropriate technical and organisational security measures, ensure confidentiality of authorised personnel, notify you without undue delay of a personal-data breach affecting your data, and provide reasonable assistance with data-subject requests, regulatory enquiries and data-protection impact assessments.
- C. We will not transfer Personal Data outside the United Kingdom except as permitted by Data Privacy Law and the Data Processing Form. On termination or at your written request, we will securely return or delete Personal Data as specified in the Data Processing Form, unless retention is required by law.
- D. Where we are acting as the Data Controller, we handle and process your Personal Data in line with our Data Privacy Policy.

11. Limitation of Liability

- A. Nothing in these Terms will exclude or restrict liability that cannot legally be excluded or restricted.
 - B. We will not be liable for failure or delay in providing the Programme or Workshop(s) due to circumstances beyond our control (including, for the avoidance of doubt, any event of “Force Majeure”).
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- C. We shall not be liable for any indirect or consequential losses or expenses you may suffer, including (but not limited to): your loss of anticipated profits, loss or damage to goodwill, loss or damage to reputation, loss of business receipts or contracts, or any third-party claims against you.
 - D. There shall be no personal liability of any of our principals, directors, partners, employees, agents or sub-contractors for the performance or non-performance of any goods and services we supply.
 - E. Subject to liability that cannot lawfully be excluded or limited, our total aggregate liability arising out of or in connection with the Agreement, whether in contract, tort/delict (including negligence), misrepresentation, restitution or otherwise, shall not exceed the total fees paid or payable under the Booking that gave rise to the claim. This cap applies to all claims arising from the same or related acts or omissions.

12. Indemnity

You will indemnify us against all losses, liabilities, damages, costs and expenses (including reasonable legal fees) incurred as a result of a third-party claim arising from: (a) materials, information or instructions supplied by you infringing a third party's rights; (b) our compliance with your unlawful instruction; or (c) your unauthorised use of our Materials or equipment. We must notify you promptly of the claim, allow you reasonable control of its defence and settlement, and provide reasonable cooperation at your cost.

13. Waiver

A failure or delay by either party to exercise a right or remedy under this Agreement does not waive that or any other right or remedy.

14. Notices

Notices under this Agreement must be in writing and sent to the contact email address stated in the Booking Form; a notice sent by email is deemed received when transmitted, provided that no delivery-failure message is received. Each party must promptly notify the other of any change to its notice details.

15. Conflicts

If there is a conflict between the Booking, these Terms and the Data Processing Form, the order of precedence is: (1) the Data Processing Form in relation to Personal Data; (2) the Booking; and (3) these Terms.

16. Severability

If it is necessary to remove a word or words from the Agreement to make a provision enforceable, then that shall be done to the minimum extent necessary to achieve the effect of that provision, and this shall not affect the enforceability of the other provisions of the Agreement.

17. Governing Law and Jurisdiction



The Agreement, and any non-contractual obligations arising out of or in connection with it, are governed by the law of the jurisdiction stated in the Booking. The courts of that jurisdiction have exclusive jurisdiction to settle any dispute arising out of or in connection with the Agreement
