**Booking Waste Education workshops - Terms and Conditions**

Terms and conditions for schools within Devon (excluding Plymouth and Torbay) to book school activities from Devon County Council (DCC) as part of the Waste Education Programme. All activities will be provided on behalf of DCC by Resource Futures (RF).

1. **Definitions**

In these Conditions, the following definitions apply:

**Booking:** means the Services requested by the Customer and agreed by DCC/RF in the Booking Form;

**Booking Form**: means the form completed and returned by the Customer accepting DCC/RF’s offer to provide the Services on the Conditions;

**Booking Request**: a request by the Customer to DCC/RF to provide Services;

**Charges**:the charges payable by the Customer to DCC for the supply of the Services in accordance with clause 4;

**Conditions:**  these terms and conditions;

**Contract:** the contract between DCC/RF and the Customer for the supply of the Services in accordance with the Conditions and the Booking Form;

**Customer:** the school requesting the Booking**;**

**Education Officer:** the individual from RF who will deliver the Services on behalf of DCC;

**Services:** the waste education workshops and assemblies to be supplied to the Customer by RF on behalf of DCC as specified in the Booking Form;

**Devon Maintained Schools:** schools where funding and oversight is provided by DCC;

**Academy Schools:** funded directly by Central Government and independent of DCC control;

**Privately Funded / Independent Schools:** funded by charging fees to parents.

1. **Basis of Contract**

2.1 The Booking Form signed by the Customer constitutes acceptance by the Customer to purchase the Services in accordance with these Conditions.

2.2 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of DCC which is not set out in the Contract.

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate.

**3. Bookings**

3.1 Before submitting a Booking Request, the Customer should take into account the time required to provide the Services ensuring sufficient time is allocated within the school day including time for the Education Officer to set up and pack away at the end of the Services. The Education Officer will arrive a minimum of 15 minutes before the Services are due to commence in order to sign in, get their bearings and set up.

3.2 When a Booking Request is received by DCC/RF, RF shall email the Customer a Booking Form which will include these Conditions for the Customer to complete, sign and return to DCC/RF before the Booking is confirmed. The Customer should return these a minimum of 1 week prior to the Booking.

3.3 Once the Booking has been confirmed, RF will supply the Customer with a Lesson Plan (and a risk assessment where requested) in advance of the Booking to allow the Customer time to raise questions and undertake preparation for the Booking.

3.4 Workshop swapping – the Education Officer will do their best to deliver the workshop specified in the Booking Request but reserves the right to deliver an alternative workshop if necessary.

**4.** **Charges & Payment**

4.1 Maintained, Academy and other schools not falling within clause 4.2 below:

a. Charge per day’s booking is £65 + VAT (this comprises of up to three workshops and an assembly where requested). This cost is subsidised by DCC.

Charge per half days booking is also £65 + VAT (this comprises of a minimum of three hours - either all morning or all afternoon).

bi. Maintained schools - DCC will transfer payment via the BACS system using the school budget code provided by the Customer in the Booking Form.

bii. Academies - DCC will invoice the Customer for Charges after the Services have been completed using the purchase order number provided by the Customer in the Booking Form. Payment will be due from the Customer within 28 days from the date of the invoice. Failure to pay will result in no further Bookings being taken from the Customer.

4.2 Privately Funded / Independent Schools:

a. Charge per day or half day booking is £220 + VAT. There is no DCC subsidy.

b. DCC will invoice the Customer for Charges after the Services have been completed using the purchase order number provided by the Customer in the Booking Form. Payment will be due from the Customer within 28 days from the date of the invoice. Failure to pay will result in no further Bookings being taken from the Customer.

**5. Cancellation policy**

5.1 Cancellation by the Customer – Provided the Customer provides a minimum of 1 week’s written notice to DCC/RF, no Charges shall be payable. If such notice is not provided, full Charges shall be payable by the Customer in accordance with clause 4.

5.2 Cancellation by DCC/RF – DCC/RF shall provide a minimum of 1 week’s written notice to change dates or cancel the Booking. If the Booking is cancelled with less than 1 week’s notice (for example, due to illness or extreme weather) RF will endeavour to re-arrange the Booking to take place as soon as possible. DCC accepts no liability for cancelled Bookings.

**6. Health and Safety**

6.1 RF shall provide the Customer with a risk assessment for the Services, on request.

6.2 Responsibility for the safety of the learning environment remains with the Customer at all times.

6.3 The primary duty of care for any children under 18 or vulnerable adults remains with the Customer at all times. The Customer is responsible for ensuring an appropriate level of supervision and acceptable standards of behaviour are maintained at all times during the provision of the Services.

6.4 The Education Officer will do their best to accommodate the specific needs of any children, provided these have been notified and discussed prior to the Services.

6.5 The Education Officer has the right to terminate the Services at any time if health and safety or behaviour considerations mean that, in their opinion, it is unsafe to continue; the Customer will be liable for the full Charges for the Booking.

**7. General**

7.1 To the extent permitted by law, DCC shall under no circumstances whatsoever be liable to the Customer, whether in tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any direct, indirect or consequential loss arising under or in connection with the Contract.

7.2 Governing law and jurisdiction: The Contract, any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English Law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.