

# Terms & Conditions

## For delivery of services



These Terms and Conditions (the “**Conditions**”) and the proposal (the “**Proposal**”) to which they are attached (together, the “**Agreement**”) contain the terms upon which we will provide the Services to you. Where the proposal refers to HENRY’s Partnership Model Terms & Conditions, these will also apply where we train any local practitioners to deliver HENRY family support interventions. Please read these Terms and Conditions carefully, as they set out our and your legal rights and obligations in relation to our services. These terms and conditions shall apply to and be incorporated into the Agreement and shall prevail over any inconsistent terms and conditions.

### **Definitions**

In these Conditions, the following words shall have the following meanings.

“**Business Day**” means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

“**Commencement Date**” has the meaning set out in clause 1.1

“**Conditions**” means these terms and conditions as amended from time to time by us.

“**Charges**” means the charges payable by you to us for the Annual Partnership & Support Fee, and the Services as set out in the Proposal.

“**Intellectual Property Rights**” means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“**Resources**” means all products and materials provided by us in relation to the Services in any form including online materials, handbooks, documentation, resources and toolkits.

“**Order**” means the booking confirmation email or paper form provided by HENRY and returned by you and/or any other order received from you by us for Services and/or Resources.

“**Proposal**” means discussion and email correspondence between you and us, including any attachments or links, which set out the proposed Services.

“**Services**” means the services to be provided by us to you as set out in the Proposal and/or under the Terms & Conditions of HENRY’s Partnership Model

“**we**”, “**our**”, “**us**” means HENRY (company number 06952404) of Elm Place, Eynsham, OX29 4BD. “**you**”, “**your**”, “**yours**” means the person (natural or legal) who is identified as our client in the Proposal.

### **1. BASIS OF CONTRACT**

- 1.1 The Order constitutes an offer by you to purchase Services and/or Resources from us in accordance with these Conditions. The Order shall only be deemed to be accepted when we issue written acceptance of the Order at which point and on which date the Agreement shall come into existence (**Commencement Date**).
- 1.2 The Agreement constitutes the agreement between us and you for provision of training courses. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us that is not set out in the Agreement. Any samples, drawings, descriptive matter or advertising issued by us, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Agreement or any other contract between us and you for the supply of the Services.
- 1.3 These Conditions apply to the Agreement to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.4 Any quotation given by us shall not constitute an offer, and is only valid for six months from date of issue.

### **2. SERVICES**

- 2.1 We will use reasonable endeavours to provide the Services and deliver the Resources to you on the date(s) specified in the Proposal and in accordance with these Conditions using reasonable skill and care.
- 2.2 We shall have the right to make any changes to the Services and/or Resources which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services.
- 2.3 You will provide us with all co-operation, information and documentation reasonably required for the provision of the Services, including:

- (a) ensuring that the terms of the Order and any information it provides are complete and accurate;
  - (b) co-operating with us in all matters relating to the Services;
  - (c) providing us, our employees, agents, consultants and subcontractors, with access to the premises, office accommodation and other facilities as reasonably required in order to supply the Services;
  - (d) providing us with such information and materials as we may reasonably require in order to supply the Services, and ensuring that such information is accurate in all material respects;
  - (e) preparing the premises for the supply of the Services as required by us at your own expense; and providing accurate details of the premises and email addresses for participating practitioners a minimum of two weeks in advance
  - (f) obtaining and maintaining all necessary licences, permissions and consents which may be required before the date on which the Services are to start;
  - (g) keeping and maintaining all materials, equipment, documents and other property belonging to us (**Supplier Materials**) at your premises in safe custody at your own risk, maintaining the Supplier Materials in good condition until returned to us, and not disposing of or using the Supplier Materials other than in accordance with our written instructions or authorisation.
- 2.4 If our performance of any of our obligations under the Agreement is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation (**Customer Default**):
- (a) we shall, without limiting our other rights or remedies, have the right to suspend performance of the Services and/or the supply of the Resources until you remedy the Customer Default, and to rely on the Customer Default to relieve us from the performance of any of our obligations to the extent the Customer Default prevents or delays our performance of any of our obligations;
  - (b) we shall not be liable for any costs or losses sustained or incurred by you directly or indirectly from our failure or delay to perform any of our obligations as set out in this clause 2.4; and
  - (c) you will reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default.
- 2.5 In the performance of the Services we shall comply with all reasonable health, safety and security policies and regulations advised by you to us. You shall be responsible (at your cost) for providing and/or preparing and maintaining any premises where the Services are to be supplied in accordance with all health and safety rules and regulations before and during the supply of the Services and informing us of all of your obligations and actions in relation to this.
- 2.6 We reserve the right to refuse to provide the Services and the Resources where, in our opinion, performance of the Services would pose a risk to the health and safety of any person.

### **3. CHARGES, EXPENSES AND PAYMENTS**

- 3.1 In consideration of the provision of the Services and Resources by us, you shall pay the Charges without deduction or set-off.
- 3.2 There is no VAT payable on HENRY training courses, but VAT is charged on delivery of Family Support Services, the Partnership & Support Fee, and Resources. However, should VAT or any similar tax or duty become payable in future you agree that you will pay such amounts in addition to the Charges.
- 3.3 Subject to any agreement to the contrary, we will invoice you according to the payment schedule set out in the Proposal. Our invoices are payable within 30 days of the date of the invoice.
- 3.4 In the event that you fail to make payment in accordance with the Agreement, we reserve the right to charge interest and costs of recovery in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 3.5 In the event that we suffer any unavoidable increase in expenses due to increases in the cost of services provided by third parties and required by us for the performance of the Services, or the cost of any materials, you agree that you will pay such increased amounts in addition to the Charges.

### **4. INTELLECTUAL PROPERTY RIGHTS**

- 4.1 Intellectual Property Rights in all our Resources are owned by us unless expressly stated otherwise by legal agreement. Reproduction of the Resources in whole or in part, in any form, or their storage in a database or retrieval system, by any process, is prohibited except where expressly permitted by law or by legal agreement. Except where expressly permitted by law or legal agreement you shall not reproduce, copy, vary or adapt the Resources by any means or in any way whatsoever, or enter or convert the same into any kind of information storage or retrieval system, including but not limited to any form of electronic or computer system, except as expressly agreed by us in writing.
- 4.2 You may not make use of the Services or Resources to create products for commercial sale, other commercial exploitation or use them in any other way for commercial or non-commercial purposes unless specifically permitted to do so by us in writing. You will not record any portion whatsoever of any training course whether online or in-person.
- 4.3 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by us.



Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 7 shall survive termination of the Agreement.

## **8. LIMITATION OF LIABILITY**

### **YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

8.1 Nothing in these Conditions shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.

8.2 Subject to clause 8.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Agreement;
- (b) our total liability to you in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the amount paid by you under the Agreement.

8.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

8.4 We will use our reasonable endeavours to ensure that any description of the design or content of Services is as informative as possible, but it is for you to take responsibility for deciding whether or not a course is suitable for your needs. Successful completion of any of our training courses which subsequently accredited and enable practitioners to deliver HENRY workshops or programmes (where in all such cases the Terms & Conditions of HENRY's Partnership Model shall apply) requires practitioners to demonstrate an understanding of the underlying knowledge, skills and qualities required to deliver HENRY family support effectively. We reserve the right not to accredit a practitioner if in our reasonable opinion they are unable to demonstrate the knowledge, skills and qualities required to deliver HENRY programmes effectively.

8.5 We reserve the right to refuse to provide the Services to any participant at any time if in our opinion the participant is:

- (a) unfit or unsuitable for any reason to attend or complete the relevant training course;
- (b) behaving unreasonably or in any way impeding the performance of the Services.

## **9. CHANGES TO SERVICES, RESOURCES AND PRICES**

9.1 Prices and specifications of Resources and Services are correct at the time of inclusion in the relevant Proposal, but are subject to change with notice. Resources and Services may also be postponed without notice in the event that we are unexpectedly unable to provide them.

## **10. TERMINATION**

10.1 Without limiting its other rights or remedies, either party may terminate the Agreement with immediate effect by giving written notice to the other party if the other:

- (a) fails to pay any sum payable by it under the Agreement within thirty (30) days after a written reminder giving at least 30 days notice of the intention to terminate for non-payment;
- (b) commits a material breach of the Agreement and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in writing of the breach;
- (c) goes into liquidation or administration, has a receiver appointed over any of its assets or makes a voluntary arrangement or composition with its creditors (in each case, within the meaning of the Insolvency Act 1986).

10.2 Without limiting our other rights or remedies, we shall have the right to terminate the Agreement by giving you at least one month's written notice.

10.3 Without limiting our other rights or remedies, we shall have the right to suspend provision of the Services under the Agreement or any other contract between you and us if you become subject to any of the events listed in clause 10.1(a) to clause 10.1(c), or we reasonably believe that you are about to become subject to any of them, or if you fail to pay any amount due under this Agreement on the due date for payment.

## **11. CONSEQUENCES OF TERMINATION**

11.1 On termination of the Agreement for any reason:

- (a) you shall immediately pay to us all of our

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outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt;

- (b) you shall return all of the Resources which have not been fully paid for and, if you fail to do so, we may enter your premises and take possession of them and, until they have been returned, you will be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement;
- (c) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry; and
- (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## **12. GENERAL**

### 12.1 Force majeure:

We shall have no financial or other liability to you under the Agreement if we are prevented from, or delayed in performing, our obligations under the Agreement or from carrying on our business by acts, events, omissions or accidents beyond our reasonable control, including but not limited to illness or incapacity of the relevant trainer, strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, pandemic, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, other serious weather conditions (e.g. snow) or default of suppliers or subcontractors. However, we will co-operate closely with you to re-schedule the Services affected by force majeure if at all possible.

### 12.2 Assignment and subcontracting:

- (a) We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under the Agreement and may subcontract or delegate in any manner any or all of our obligations under the Agreement to any third party or agent.
- (b) You may, with our prior written consent but not otherwise, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under the Agreement.

## **13. NOTICES:**

- (a) Any notice or other communication required to be given to a party under or in connection with this Agreement shall be in writing and shall be delivered to the other party personally by email or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.
- (b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.
- (c) This clause 12.2(b) shall not apply to the service of any proceedings or other documents in any legal action.

### 13.2 Waiver:

- (a) A waiver of any right under the Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (b) Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

### 13.3 Severance:

- (a) If a court or any other competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

### 13.4 No partnership:

Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

### 13.5 Third parties:

A person who is not a party to the Agreement shall not have any rights under or in connection with it.

### 13.6 Variation:

Any variation, including the introduction of any additional terms and conditions, to the Agreement, shall only be binding when agreed in writing and signed by us.

### 13.7 Governing law and jurisdiction:

This Agreement, and 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.

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