**Agreement to Participate**

# in becoming an

**IQM International Centre of Excellence**

**………………………….** School/Collegewishes to operate as an IQM InternationalCentre of Excellence for Inclusion for a minimum period of 3 years from assessment date in accordance with the attached terms and conditions. The School/College agrees to have 3 reviews within this contract, each review should take place annually. If, for any reason, a year is missed out, then the contract will expand beyond 3 years until such times as 3 reviews have taken place.

**As a school, we:**

* Are committed to Inclusion.
* Commit to an annual IQM visit to validate, support and advise the school about its progress and produce a report to help planning for future developments.
* Are willing to be an active member of an IQM cluster group of COE and Flagship Schools attending 3 meetings per academic year.
* Will show developing capacity to sustain inclusive practice.
* Have good mechanisms to disseminate, share, encourage and influence good inclusive practice between the cluster schools.
* Are engaged in activities and in-house research that explore inclusive practice.
* Will maintain the IQM Action Plan and Review document as an annual record of progress and development for the three-year period of this contract.
* Are ready to contribute positively to the overall development aims of IQM.

Headteacher’s Name: …………………………………………… Date of signing: …………………..

School contact details: Telephone: ……………………………………………………..........................

E-mail: ............................................................................................................

Inclusion Coordinator: .............................................. E-mail:.......................................................................

Schools will be required to complete an Action Plan on the IQM pro forma outlining 3/4 main targets which they will be working on during the following 12 months. Schools will be contacted approximately 5 months before the review is due and will be invoiced annually on confirmation of the annual review dates. **All completed annual review paperwork to be submitted to IQM at least 3 weeks before the annual review takes place.** Paperwork submitted after the deadline will incur a one-off charge of £300 + VAT.



# Review Costs\*

|  |  |  |  |
| --- | --- | --- | --- |
| **Pupil Numbers** | **Year 1** | **Year 2** | **Year 3** |
| **<= 4000** | **£2350\*** | **£2350\*** | **£2350\*** |
| **>4000 <= 10000** | **£4700** | **£4700** | **£4700** |

**\* Please note that review costs do not include expenses and VAT.**

 **† Please note that the Year 3 review incorporates the usual IQM re-accreditation, the only additional costs are VAT and expenses.**

**All prices are subject to change.**

# Early Withdrawal Charges

**Early withdrawal from this process will incur the following charges plus VAT:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Pupil Numbers** | **Year 1** | **Year 2** | **Year 3** |
| **<= 4000** | **£7050\*** | **£4700\*** | **£2350\*** |
| **>4000 <= 10000** | **£14,100** | **£9400** | **£4700** |

Headteacher’s Signature: ..................................................................................................................................

Date: ...........................................................................................................................................................................

**Standard Service TERMS AND CONDITIONS**

**BACKGROUND:**

Inclusion Quality Mark (UK) Limited (“IQM”) provides assessment services to schools to identify and recognise efforts being made to provide a framework to give children their best opportunities to succeed. IQM has reasonable skill, knowledge, and experience in that field. These Terms and Conditions shall form the basis of contracts for the provision of services by IQM to Clients.

1. Definitions and Interpretation
	* 1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

|  |  |
| --- | --- |
| **“Action Plan”** | means the action plan produced by the Client based on the template provided by IQM;  |
| **“Assessment”** | means the review by IQM of the Client to assess the Client’s inclusion values, its leadership and management accountability, its curriculum structure, pupil engagement and adaptation, the learning environment, planning resource and pedagogy and behaviour and attitudes to learning and personal development; |
| **“Business Day”** | means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the United Kingdom; |
| **“Business Hours”** | means 8:00 am to 4:00 pm on a Business Day; |
| **“Client”** | means the school procuring the Services from IQM under the Contract; |
| **“Commencement Date”** | means the date on which the Contract shall enter into effect, as set out in Clause 2; |
| **“Confidential Information”** | means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Contract (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such); |
| **“Contract”** | means the contract entered into by IQM and the Client for the provision of Services in accordance with and on the basis of these Terms and Conditions; |
| **“Fees”** | means any and all sums due under the Contract from the Client to IQM in consideration of the Services, as set out in Clause 5; |
| **“Intellectual Property Rights”** | means patents, rights to inventions, copyright and related rights, moral rights, trade marks, service marks, business names, domain names, rights in get-up and trade dress, goodwill and the right to passing off actions, design rights, database rights, rights to use confidential information and the right to protect the same, and any and all other intellectual property rights, whether registered or unregistered, including applications and the right to apply for (and be granted) renewals or extensions of, and rights to claim priority from, any such rights and any and all equivalent rights or other forms of protection subsisting now or in the future anywhere in the world; |
| **“Order”** | means the Client’s order for the Services as set out overleaf; and |
| **“Report”** | means the Report delivered by IQM following each Assessment; and |
| **“Services”** | means the conduct of three Assessments on an approximate annual basis and the production of the Report. |

* + 1. Any reference to “writing”, and any similar expression, includes a reference to any communication sent by email.
		2. Unless expressly stated otherwise, legislation or a provision thereof is a reference to that legislation or provision as amended or re-enacted from time to time and includes all subordinate legislation.
		3. A reference to “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time.
		4. A reference to “the Contract” is a reference to the contract between the Parties as defined above in sub-Clause 1.1 and further set out below in Clause 2.
		5. A reference to a "Party" or the "Parties" refer to the parties to the Contract.
		6. Any obligation on either Party not to do a particular thing includes an obligation to not allow that thing to be done.
		7. The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of the Contract.
		8. Words communicating the singular number shall include the plural and vice versa.
		9. References to any gender shall include any other gender.
		10. References to persons shall include natural persons, corporate, or unincorporated bodies (whether or not the same have a separate legal personality).
		11. References to a company shall include companies, corporations, or other bodies corporate, however so and wherever incorporated or established.
1. Basis of Contract
	* 1. An Order shall constitute a contractual offer by the Client to procure Services from IQM in accordance with and on the basis of these Terms and Conditions.
		2. An Order shall be deemed to be accepted by IQM upon IQM’s issuing its acceptance of that Order in writing.
		3. Upon IQM’s issuing of written acceptance under sub-Clause 2.2, a Contract shall come into existence between the Client and IQM. The date of IQM’s written acceptance shall be the Commencement Date of the Contract.
		4. These Terms and Conditions shall form the basis of the Contract. Subject to Clause 13, anyother terms that the Client orIQM see to impose or incorporate into the Contract, or which are implied by trade custom, practice, or course of dealing shall be excluded from the Contract.
2. Provision of the Services and IQM’s Obligations

With effect from the Commencement Date, IQM shall, provide the Services to the Client with all reasonable skill and care, commensurate with prevailing standards in the education sector applying to inclusion in the United Kingdom.

1. Client’s Obligations
	* 1. The Client shall ensure that all information that it provides in the Order shall be complete and accurate.
		2. The Client shall provide:

all co-operation that is reasonably required by IQM to enable IQM to provide the Services;

any and all materials that are agreed upon by the Parties or as otherwise reasonably required from time to time by IQM together with any necessary written authorisation and instructions relating to such materials, to enable IQM to provide the Services not less than three weeks prior to any Assessment;

where required, access to and availability of and use of the Client’s premises and any other facilities that is or are agreed upon by the Parties to enable IQM to provide the Services and shall inform IQM of any applicable health and safety rules and regulations and security requirements.

* 1. The Client warrants to IQM that it:

a) committed to Inclusion;

b) is committed to an annual Assessment to validate, support and advise the Client about its progress and produce the Action Plan to help planning for future developments;

c) is willing to be an active member of an IQM cluster group of COE and Flagship Schools attending 3 meetings per academic year;

d) is willing to show developing capacity to sustain inclusive practice;

e) has good mechanisms to disseminate, share, encourage and influence good inclusive practice between the cluster schools;

f) is engaged in activities and in-house research that explore inclusive practice;

g) will maintain the IQM Report as an annual record of progress and development for the term of this contract; and

h) is ready to contribute positively to the overall development aims of IQM.

Fees and Payment

* + 1. The Fees shall be set out in the Order plus a one off fee of £300 plus VAT if the Client does not meet the deadline for submission of the materials referred to in paragraph 4.2b).
		2. Unless the Parties agree otherwise in writing, the Fees shall include all costs and expenses incurred by IQM, whether directly or indirectly, in connection with the provision of the Services.
		3. IQM shall invoice the Client 60 days prior to the Annual Assessment and invoices are payable within 30 days of the date of the invoice.
		4. All payments required to be made pursuant to the Contract in consideration of the Services shall be made in sterling in cleared funds to such bank in the United Kingdom as IQM may nominate in writing.
		5. Where any payment is required to be made on a day that is not a Business Day, it may be made on the next following Business Day.
		6. All sums payable by the Client under the Contract shall be exclusive of VAT. In the event that any taxable supply for VAT purposes is made under the Contract by IQM to the Client, the Client shall, upon receipt of a valid VAT invoice from IQM, pay to IQM such additional sums in respect of VAT as are chargeable on the supply of the Services at the same time that payment is due for the provision of the Services.
		7. Without prejudice to sub-Clause 9.1(a), any sums which remain unpaid by the due date for payment under the Contract shall incur interest on a daily basis at a rate of 8% per annum above the base rate of the Bank of England from time to time, from the due date for payment until payment is made in full of any such outstanding sums, whether before or after judgment.
		8. All sums due under the Contract shall be paid in full without any set-off, withholding, deduction, or counterclaim except any withholding or deduction (if any) of tax that is required by law.
1. Intellectual Property Rights

IQM hereby grants to the Client a non-exclusive, royalty-free licence to use the Report to help planning for future developments.

1. Confidentiality
	* 1. Each Party undertakes that it shall, at all times during the term of the Contract and for 2 years after its termination or expiry:

keep confidential all Confidential Information;

not disclose any Confidential Information to any other party;

not use any Confidential Information for any purpose other than as contemplated by the Contract; and

ensure that (as applicable) none of its employees, directors, officers, agents, or sub-contractors does any act which, if done by that Party, would be a breach of the provisions of this Clause 6.

1. Data Protection

IQM shall only use the Client’s personal data as set out in IQM’s website www.iqmaward.com.

1. Liability
	* 1. IQM shall obtain insurance cover with respect to its own liability for individual claims that do not exceed £1,000,000per claim. The limits to, and exclusions of, liability in this Clause 8 shall reflect the insurance cover that IQM has been able to obtain. The Client shall be responsible for making its own arrangements for the insurance of any excess loss.
		2. References in this Clause 8 to “liability” shall include every liability arising under or in relation to the Contract including, but not limited to, liability in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution, or otherwise.
		3. Nothing in the Contract shall limit or exclude either Party’s liability under or in relation to the Contract for any form of liability which cannot be limited or excluded by law including, but not limited to:

death or personal injury caused by negligence;

fraud or fraudulent misrepresentation;

for the wilful misconduct of either that Party or that of its employees or agents; or

any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (relating to title and quiet possession).

* + 1. Neither Party shall have the right to benefit from any of the limitations or exclusions of liability set out in this Clause 8 in respect of any liability under or in relation to the Contract which arises out of the deliberate default of either that Party or of that Party’s employees or agents.
		2. Nothing in this Clause 8 shall limit or exclude the Client’s payment obligations under the Contract.
		3. Subject to sub-Clause 8.3 and sub-Clause 8.4, the total liability of IQM to the Client under or in relation to the Contract for any and all related or unrelated acts or omissions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the Fees.
		4. Subject to sub-Clause 8.3 and sub-Clause 8.4, the total liability of the Client to IQM under or in relation to the Contract for any and all related or unrelated acts or omissions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the Fees.
		5. Subject to sub-Clause 8.3, sub-Clause 8.4 and sub-Clause 8.5, the following categories of loss shall be wholly excluded by the Parties and neither Party shall be liable under or in relation to the Contract for any such losses suffered by the other, whether directly or indirectly, or whether immediate or consequential:

loss of profits;

loss of sales or business;

loss of business opportunity;

loss of agreements or contracts;

loss of anticipated savings;

loss or corruption of data or information;

loss or corruption of software;

loss of, or damage to, goodwill; or

indirect or consequential loss.

* + 1. Subject to the above provisions of this Clause 8, the Client’s rights under the Contract shall be in addition to, and not exclusive of, any common law rights or remedies.
1. Termination
	* 1. Without prejudice to any other right or remedy available to it, IQM may terminate the Contract immediately by giving written notice to the Client in the event that:

the Client does not pay any sum due under the Contract when it is due to be paid and such sum remains outstanding for at least 30 days after receiving written notification to pay that sum;

the Client commits a material breach of any term of the Contract and (if that breach is capable of remedy) does not remedy that breach within 20 days after receiving written notification to do so;

the Client threatens to, or does, suspend, payment of its debts as they fall due, admits that it is unable to pay its debts, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (as if the meaning of the words “it is proved to the satisfaction of the courts” contained in sections 123(1)(e) or 123(2) of the Insolvency Act 1986 did not appear in those sections), within the meaning of section 268 of the Insolvency act 1986;

the Client begins negotiations with any class or all of its creditors about the rescheduling of any of its debts, or proposes any compromise or arrangements with any of its creditors or enters into the same, other than solely for the purpose of a scheme for the solvent amalgamation of the Client with one or more other companies or for the solvent reconstruction of the Client;

the Client applies to the court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

a petition is filed, a notice is given, a resolution is passed, or an order is made, for or otherwise in connection with the winding up of the Client other than solely for the purpose of a scheme for the solvent amalgamation of the Client with one or more other companies or for the solvent reconstruction of the Client;

an application is made to the court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given, or an administrator is appointed, over the Client;

the holder of a qualifying floating charge over the assets of the Client has become entitled to appoint, or has appointed, an administrative receiver;

a person becomes entitled to appoint a receiver over any or all of the assets of the Client, or a receiver is appointed over all or any of the assets of the Client;

a creditor or encumbrancer of the Client attaches or takes possession of, or a distress, execution, sequestration, or other such process is levied or enforced on or sued against, the whole or part of the Client’s assets and such attachment or process is not discharged within 20 days;

any event occurs, or proceeding is taken, with respect to the Client in any jurisdiction to which it is subject, that has a similar effect to any of the events set out above in sub-Clauses 11.1(c) to (k) (inclusive);

the Client ceases or suspends, or threatens to cease or suspend, carrying on all or a substantial part of its business; or

there is a change of control of the Client (within the meaning of section 1124 of the Corporation Tax Act 2010).

1. Effects of Termination

Upon the termination or expiry of the Contract for any reason:

* + 1. any sum owing by the Client to IQM under the Contract shall become immediately due and payable;
		2. the Intellectual Property Rights licence granted to the Client under sub-Clause 5.1 shall terminate, and the Client shall immediately cease to use, either directly or indirectly, the Report;
		3. each Party shall immediately cease to use, either directly or indirectly, any Confidential Information belonging to the other Party, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information;
		4. termination or expiry shall not affect or prejudice any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination or expiry including, but not limited to, the right to claim damages or any other remedy in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
		5. any provision of the Contract which either expressly or by implication is intended to continue in force or come into force after or upon the termination or expiry of the Contract shall remain in full force and effect.
1. No Waiver

No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

1. Further Assurance

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Contract into full force and effect.

1. Variation

Other than as set out in these Terms and Conditions, no variation of the Contract including, but not limited to, the introduction of any additional terms and conditions, shall be effective unless it is made in writing and signed by the Parties (or their authorised representatives).

1. Severance

In the event that one or more of the provisions of the Contract is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Contract. The remainder of the Contract shall be valid and enforceable.

1. Assignment and Sub-Contracting

The Contract shall be personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights thereunder, or sub-contractor otherwise delegate any of its obligations thereunder without the written consent of the other Party.

1. Third Party Rights
	* 1. No part of the Contract shall be intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract.
		2. Subject to this Clause 16, the Contract shall continue and be binding on the transferee, successors and assigns of either Party as required.
2. Relationship of the Parties

Nothing in the Contract shall constitute or be deemed to constitute a partnership, joint venture, agency, or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Contract.

1. Notices
	* 1. All notices under the Contract shall be in writing and deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
		2. All notices under the Contract shall be addressed to the most recent postal address or email address given in the Order or as otherwise notified in writing by either Party to the other from time to time.
		3. Notices shall be deemed to have been duly given:

when delivered, if delivered by courier or other messenger during the normal business hours of the recipient, on signature of a delivery receipt; or

when sent, if sent by email and a successful confirmation of receipt or read receipt is generated during the normal business hours of the recipient or, if sent outside the recipient’s normal business hours, when such business hours resume; or

at 9:00 am on the second Business Day following mailing, if mailed by first-class mail, postage prepaid or by any other next working day delivery service.

1. Entire Agreement
	* 1. The Contract constitutes the entire agreement between the Parties with respect to its subject matter.
		2. Each Party acknowledges that, in entering into the Contract, it shall not rely on any representation, warranty, assurance or other provision (made innocently or negligently) except as expressly provided in the Contract.
2. Law and Jurisdiction
	* 1. The Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
		2. Any dispute, controversy, proceedings or claim between the Parties relating to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.