

This form is for use by external providers who would like to make an application to register on the e-PD website and offer development opportunities to staff or students subject to the Agreement overleaf.

Completed applications should be returned to e-PD. Any acceptance of this application is subject to the terms and conditions overleaf, including the fees specified. If your application is approved, E-PD Trust accepts no liability arising from any failure on your part to discharge your responsibilities and e-PD may agree to disclose any information provided by you to a third party investigating any such failure.

Name of Applicant			
Contact name 1			
Telephone number		Mobile	
Contact name 2			
Telephone number		Mobile	
Address			
Town			
County		Post Code	
Email address		Website	
If you are not currently a West Sussex approved service provider please give details of 2 referees (senior staff in schools, localities or County) that you have worked with in the last two years.			
Reference 1	Reference 2		

- I understand that it is my responsibility to ensure adequate first aid cover is available at every session I provide, in accordance with H&S (First Aid) Regulations 1981.
- I understand that it is my responsibility to ensure that every individual involved in delivering any of my/our sessions to children holds a current DSB (formerly CRB) check in accordance with safeguarding standards.
- I understand that it is my responsibility to implement suitable and timely risk assessments for all the activities delivered under this Agreement.
- I understand that it is my responsibility to have current public liability insurance to the value of £1m (individuals) or £5m (organisations); I have included evidence of this with my application.
- Payment of the Fixed Fee (**£100 plus VAT for an individual and £250 plus VAT for and organisation or partnership**) is enclosed (cheques made payable to 'e-PD Trust')
- OR
- Payment made by bank transfer Bank : Lloyds TSB
Account Name : E-PD TRUST
Sort Code: 30-94-41
Account No.: 33992660
Please attach a reference to your payment so we can identify and allocate it correctly.

Signed :

Date :

www.e-pd.org.uk

email: info@e-pd.org.uk Telephone: 01403 282019

Agreement, including Terms and Conditions, for External Providers to use the e-PD Website at www.e-pd.org.uk to offer their courses, events and services to e-PD Subscribers

Pre-amble

E-PD Trust ("E-PD") connects organisations seeking to participate in and collaborate on creating development opportunities for their people.

The E-PD website (www.e-pd.org.uk) enables us to act as an online booking and authentication service (not as agent) for external providers offering courses, activities or services to Subscribers of E-PD.

The headings of this Agreement are for ease of reference only and do not form part of this Agreement or affect its interpretation.

The "Terms and Conditions" attached to this Agreement (E-PD Trust – Terms and Conditions for External Providers ver. 1.2 – February 2013) are incorporated into this Agreement and are integral to its interpretation; references to this Agreement include the Terms and Conditions.

Parties

- 1 This Agreement is between:
 - A. E-PD Trust of Mitex Centre, Millais School, Horsham, West Sussex RH13 5HR (hereinafter known as "E-PD"); company number 07685913, VAT number 129826682; and
 - B. The Applicant named in the application form overleaf.

The Service

- 2 E-PD will provide the Service for the period of this Agreement subject to earlier termination in line with the Terms and Conditions. The Service is defined as:
 - i) the provision of space on our Website to upload and advertise information about your organisation, contacts, links, resources and your Offer to our Subscribers;
 - ii) the mechanism for reserving and paying for places on your courses or activities or for buying your services;
 - iii) the provision of online templates and resources to assist with the reservations process and enable you and our Subscribers to record and access essential details online; and
 - iv) the Communication as defined in the Terms and Conditions.

Period of Agreement

- 3 The period of this Agreement is one year from 1 April 2013 to 31 March 2014 which may be extended subject to agreement in writing of any variations.

Our Fee for the Service

- 4 You will pay us the Fee plus Value Added Tax (VAT) in return for the Service under this Agreement and the fee payable will be in two parts:
 - i) The "Initial Fee" payable by you in advance is £250 plus VAT for an organisation or partnership and £100 plus VAT for an individual applicant, for the period of this Agreement; and
 - ii) The "Variable Fee" will amount to 10% plus VAT of your gross receipts from our Subscribers in response to your Offer, whether or not received by you in Credits, via the Website payment gateway or otherwise.

- 5 The Initial Fee will be due and payable at least 14 days prior to the commencement of the period of this Agreement and the Variable Fee will be due and payable each time a Reservation is made by our Subscribers (even if made to you direct rather than via the Website) in response to your Offer, whether invoiced by us or not.

Our Payments to You

- 6 The conversion of Credits paid to you by our Subscribers and any non-Credits payments (if any) made by our Subscribers for your Offer, and our payment to your account of the equivalent value in British Pounds Sterling ("the Reconciliation Amount"), will be carried out on written application from you via the procedures set out on the Website (Withdrawal of Credits), subject to evidence of completion of the services or activities contained in your Offer to our Subscribers in each case. Our authorisation for payment of the Reconciliation amount shall not be unreasonably withheld and authorised payments will be made usually within 14 days of your application unless further evidence or information is required at our discretion. Immediately after each occasion on which the Reconciliation Amount has been authorised and paid by us, we will reduce your account balance of Credits accordingly by the equivalent amount of Credits redeemed (1 Credit = £1.25).

Key Contacts

- 7 The principal contacts for the each of the parties to this Agreement are:

E-PD: David Brewer, General Manager and Company Secretary, Mitex Centre, Millais Schools, Depot Road, Horsham, West Sussex RH13 5HR; Telephone no. 01403 267262; email david@e-pd.org.uk.

The contact(s) of the External Provider named in the application overleaf.

Terms and Conditions

Contract

- 1 We will assume that you have understood, accepted and agreed these Terms and Conditions and a legally binding contract will be formed when you have paid the Initial Fee or accepted or used the Service in whole or in part.

Definitions

- 2 The following words are defined for use in these Terms and Conditions:

"Communication" means all forms of voice, electronic, face to face and mailed communication used by us to bring your Offer to the attention of our Subscribers.

"Content" means any information you upload to the Website.

"Credits" mean our currency for transactions on the Website, under which one credit is presently equal to the value of £1.25 British Pounds Sterling.

"Fee" means the sums payable by you in British Pounds Sterling for our Service including Value Added Tax, as referred to in the main Agreement as the Initial Fee and the Variable Fee.

"Offer" means the courses, events, activities, services and supplies offered as part of the Content for our Subscribers.

"Reservation" means a confirmed booking by any of our Subscribers in response to your Offer.

"Subscriber" or "Subscribers" means schools and associated organisations or individuals subscribing to e-PD under a valid service level agreement or other form of consent.

"We, us, our" and related expressions refer to E-PD and anyone authorised by E-PD to act for or on their behalf.

"Website" means www.e-pd.org.uk.

"You/Your" and related expressions means the person or company party to this agreement, or anyone on behalf of that person or company, offering services or supplies to e-PD Subscribers via the Service.

Our Rights and Responsibilities

- 3 We will enable and support your access to the Service subject to your complete compliance with these Terms and Conditions.
- 4 We will carry out effective and regular Communication to bring your Offer to the attention of our Subscribers.
- 5 We will make available reasonable technical support and guidance as necessary to enable you to seek maximum benefit from the Service.
- 6 We may remove your Content or insist on reasonable changes if we determine at our sole discretion that such Content is unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms and Conditions.
- 7 In the unlikely event that something happens to disrupt the Service which we have no reasonable control over, we will seek to have the Service restored as soon as practicable.
- 8 We reserve the right to make improvements to the Website from time to time and to modify these Terms and Conditions as a result of such improvements.

Your Rights and Responsibilities

- 9 You must provide your legal full name, a valid email address, and any other information requested in order to complete the registration process for our Service.
- 10 You must keep your personal information accurate and up to date, especially your email address and your users of the Service.
- 11 You are responsible for all Content posted and activity that occurs under your account even when Content is posted by other people (except E-PD administrators) who have access to your account.
- 12 You must assist with any enquiries or investigations and provide any information, evidence and assurances requested on the Website or otherwise either by E-PD or our Subscribers, about your credentials or procedures for the purposes of:
 - i) child safeguarding including child protection policy, allegations management and Criminal Records Bureau checks on all the people (including volunteers) that run your courses as required by the guidelines or legislation currently in force at any time;
 - ii) risk assessments for health and safety in relation to the activities in the Offer; and
 - iii) first aid cover by qualified individuals.
- 13 It is the responsibility of our Subscribers to provide you with information or evidence of any necessary consents, emergency contacts and special dietary or medical needs or free school meal entitlement, additional educational needs including English as an additional language.
- 14 The Central Authorisations Bureau will provide the point of contact for parents or children/young people to use for safeguarding purposes.
- 15 You are responsible for maintaining the security of your account and password and we are not liable for any loss or damage from your failure to comply with this security obligation.
- 16 You may withdraw your Offer for any particular course, event or resource no later than 14 days before the date advertised if there are insufficient reservations from our Subscribers for the Offer in question to be viable, at which point you must notify us and any Subscribers concerned so that we can arrange the corresponding refund of Credits to our Subscribers from your balance of Credits and provide you with a statement of the refund transaction.
- 17 Your use of the Service is at your sole risk.
- 18 You must not modify (except the Content), adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service or E-PD.

- 19 You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission of E-PD.
- 20 You must not upload, post, host, or transmit unsolicited email, SMS, or "spam" messages.
- 21 You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
- 22 You must not use the Service in connection with any illegal or unauthorised activities.

Pricing

- 23 The prices in your Offer to our Subscribers and all related expenses and taxes are at your sole discretion except that your prices offered for a place on the same course to anyone booking direct with you outside the Website shall be at least 25% higher than the cost of a place on the same course offered to our Subscribers, and the prices to our Subscribers shall be clearly shown as the equivalent value of Credits in your Offer e.g. £25 = 20 credits, £35=28 credits. We shall not be liable for any liability for taxes or expenses that you do not account for in your Offer.

Payment by Subscribers

- 24 Payment for each Reservation is for the sum advertised in the form of Credits in your Offer and the amount will be automatically deducted from the balance of Credits of the Subscriber making the Reservation and then added to your balance of Credits.

Cancellation Policy

- 25 The cancellation policy for Reservations will be up to 28 days before the date of the event after which time there will be no refund of Credits to our Subscribers.

Termination

- 26 We may cancel the Agreement without notice in the event of:
 - i) any material breach of the Agreement which includes these Terms and Conditions
 - ii) failure in whole or part to discharge your responsibilities set out in the application
 - iii) verbal, physical, written or other abuse (including threats of abuse or retribution) directed by you either to us or our Subscribers (including staff and associates).
- 27 You may cancel the Service and withdraw from the Agreement with no less than three months' notice in writing to us, subject to the provisions that follow.
- 28 In circumstances where termination or cancellation occurs under any of the provisions of the Agreement:
 - i) you will not receive any refund of the Initial Fee or the Variable Fee;
 - ii) we will pay to you any balance of payments due to you under the terms of the Agreement by virtue of Credits received from our Subscribers, after the deduction of our Variable Fee and taking account of any part of your Offer not delivered to our Subscribers and any costs or expenses we may incur; and
 - iii) we may reasonably withhold any payment to you pending the outcome of any investigation.

Disclaimers

- 29 We give you access to the Website but we do not give any warranties about the suitability, reliability, availability, timeliness, accuracy or completeness of the records or any other information on the Website. We are not responsible for any content on anyone else's website, even if we link to it from our Website.
- 30 Although we ask you to be ready to assist with information and evidence about your credentials for the purposes of child safeguarding including health and safety risk assessments, this is strictly a matter between you and our Subscribers and we take no responsibility or liability for the accuracy, integrity or validity of such information or evidence. Similarly, the provision of information about any consents, emergency contacts and special dietary or medical needs is the responsibility of our Subscribers whether facilitated by the Website or otherwise.

Liability

- 31 The only warranties or undertakings we give are set out in the Agreement including these Terms and Conditions. We do not accept liability for any indirect or consequential losses, loss of data or any use of content you suffer from using the Website. For any loss you suffer that is caused by us, we limit the liability we have to you and your beneficiaries to the amount of the Initial Fee paid in the period of the Agreement in which any claim is made against us. Your statutory rights are not affected.

Intellectual Property Rights (including copyright) and Content

- 32 The records, features and services on our Website belong to E-PD and you must not reproduce the records (either in whole or in part), or publish them unless you have our permission in writing. Our Website and services provided on it belong to E-PD Trust and you must not copy or use them without our permission in writing.
- 33 You will generally retain ownership of the copyright in any of the Content you create or publish on our Website; however, by publishing it you give us permission to share it by letting our Subscribers view it, and for us to use it for marketing and improvement.

Notices

- 34 Any notices we or you give under the Agreement must be in writing to registered office in the case of an organisation or normal place of residence of the other party in the case of an individual.

Assignment

- 35 Neither you nor us may assign the Agreement without the prior written consent of the other unless it is to a controlled subsidiary of that party or a purchaser of all or substantially all of that party's assets used in connection with performing the Agreement, provided the assigning party guarantees the performance of and causes the assignee to assume in writing all obligations of the assignor under the Agreement. The rights and obligations of the Agreement shall bind and benefit any successors or assignees of the parties.

Confidentiality

- 36 We treat all information you provide to us or enter into the Website in strict confidence subject to access to the Content and associated material by our Subscribers. We will not divulge your personal information to any other company or organisation without your written consent.

Changes to the Agreement

- 37 Any changes we make to our rights or obligations under the Agreement will be notified to you in writing.

Jurisdiction and Law

- 38 These Terms & Conditions are made under English law and are within the jurisdiction of the English courts. If any part of these Terms & Conditions no longer applies or is no longer legally enforceable, then the rest of the Agreement will continue to apply.

Whole of the Agreement

- 39 The Agreement including these Terms & Conditions make up the whole of the agreement between us.