

Order Form 2023 / 2024

ORGANISATION DETAILS

Organisation Name:

Address:

CONTACT DETAILS

Contact Name:

Direct Tel no:

Email:

Purchase Order/Internal Ref:

CONTACT DETAILS FOR INVOICE

Contact Name for Invoice:

Direct Tel no:

Email:

SERVICE	PAGE NO.	PRODUCT DESCRIPTION	PRICE Excl. VAT	Qty	TOTAL Excl. VAT

ADDITIONAL INFORMATION:

Use this space to provide more information about any specific or bespoke services you require e.g. dates, training programmes, interventions, workshops etc.

Please submit the form by email to: orders@cognus.org.uk

Print Name:

Job Title:

Date:

Signature: :

(Signed by a duly authorised signatory on behalf of the Organisation)

**By returning this form, you agree to the Terms & Conditions set out overleaf.
Return of this form using your organisation's email address, with a typed signature in the above box, will constitute acceptance of the offer outlined above.**

TERMS AND CONDITIONS FOR SERVICES

1. DEFINITIONS

“the Company” means Cognus Limited, whose registered address is Cantium House, Railway Approach, Wallington, SM6 0DZ and its officers, agents and employees.

“the Client” means the organisation or individual with which the Company enters into an agreement for the provision of services.

“the Agreement” means these terms and conditions and the booking form.

“the Parties” means the client and the company.

“Intellectual Property Rights” means trademarks and service marks (whether registered or not or the subject of an application for registration), copyright, design right and also the property rights including, without limitation, those subsisting (in all parts of the world) in inventions, designs, drawings, performances, computer programs, databases and datasets, confidential information, business names, goodwill and the style of the presentation of goods and services.

2. INTERPRETATION

References to the singular include the plural and vice versa and references to any gender include all genders. References to a person include any individual, firm, unincorporated association or corporate body.

3. CANCELLATION AND POSTPONEMENT

3.1. If the Client wishes to cancel the service the following fees shall be due

Days of notice of cancellation prior to commencement of the services	% of charges to pay
Less than 90 days	100%

3.2. Notification of any cancellation or transfer must be made in writing to the Company.

4. PAYMENT

4.1. Payment is due within 30 days of the invoice date

4.2. Sums due under this Agreement are exclusive of VAT which shall be payable by the Customer in addition and at appropriate rates according to HMRC rules.

4.3. In the event that the Client fails to make payment in accordance with this Agreement, the Company may by notice in writing suspend supply of the service.

5. LIABILITY AND INDEMNITY

5.1. The charges are determined on the basis of the limits of liability set out in these terms and conditions. The Client may, by written notice to the Company, request the Company to propose a higher limit of liability subject to an increase in the charges.

5.2. Clause 5 sets out the entire liability of and exclusion thereof by the Company under and/or in connection with this Agreement and in respect of breach of this Agreement or statutory duty, representations, statements or tortious act or omission including negligence.

5.3. In no event shall the Company be liable for (whether direct or indirect) any loss of contracts, profits, anticipated savings, revenue, goodwill, business loss or corruption of data or software programs, financing expenses, interruption in the use or availability of data, stoppage to other work or consequential losses, nor for any indirect losses.

5.4. The Company and the Client shall indemnify each other against damage to tangible property, whether personal or real, and death or injury to persons to the extent caused by the negligence of the other party provided that: the other Party is immediately notified of any claim and has full power to negotiate and settle any claims;

5.5. Each provision of this Clause shall survive independently.

5.6. Nothing in this Agreement shall operate to limit or exclude any liability of the Company which may not be excluded and or limited by law.

5.7. Clause 6 shall apply before and after any termination of this Agreement.

6. INSURANCE

The Company shall carry Public Liability insurance for a minimum amount of £2,000,000 for each and every claim and shall provide evidence of this cover upon reasonable request.

7. CONFIDENTIALITY

The Parties shall treat any information, whether of a technical, commercial or any other nature, disclosed by the Parties or obtained while carrying out this agreement and relating to the Company or its clients as confidential, regardless of whether or not such information is regarded as “confidential” and whether or not such information is reduced to a tangible form.

8. NON-COMPETE

You agree not to contract with or provide any work to the Cognus worker during the duration of this Agreement without the express prior written consent of the Managing Director of Cognus Limited, which will normally not be given. If they have been introduced to you by Cognus, you may also not directly engage them in work if for a period of 12 months after to the end of your contract with Cognus.

9. DATA PROTECTION

9.1. The Company warrants to the Client that they will only use the personal data for the purpose of carrying out its obligations hereunder and that it will ensure that all reasonable and appropriate security measures are in place to protect the personal data and that it will destroy or deliver up personal data upon written demand from the client, and further, that it has in all respects complied with its obligations under the Data Protection Act 1998 and any amendments to or in a re-enactments thereof.

9.2. The Company will produce evidence of registration under the Data Protection Act 1998 upon request.

10. FREEDOM OF INFORMATION

The Client shall assist the Company as reasonably necessary to enable the company to comply with the obligations under the Freedom of Information Act, where applicable.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. Subject to any pre-existing rights of third parties and of the Client, the Intellectual Property Rights in all reports, documents, databases and datasets and other materials which are generated or acquired by the Parties (or any of its agents) in the delivery of the services shall belong and be vested automatically in the Company.

11.2. Access to any databases and datasets is provided strictly for the purpose of this Agreement. Their use for any other alternative activities is prohibited. The Client must ensure that they adhere to this requirement at all times. The client must ensure that the security and confidentiality of the databases and datasets is maintained and furthermore, they must not make further copies of any information contained within the databases or datasets, or knowingly permit others to do so.

11.3. The client is not permitted to continue to use any databases or datasets provided under this Agreement once the Agreement has terminated

12. WARRANTY

The Company warrants that in carrying out the services it has and will exercise all reasonable skill and care to be expected of a professional, experienced in such work.

13. HEALTH AND SAFETY

The Parties shall comply with all applicable health and safety legislation and codes of practice.

14. SAFEGUARDING

14.1. The Company shall have relevant guidelines and policies on child protection, Safeguarding and working with vulnerable adults.

14.2. The company shall comply with the principles set out in:

- The Safeguarding Vulnerable Groups Act 2006 as amended by the Protection of Freedoms Act 2012.
- The Department for Children, Schools and Families guidance: ‘Safeguarding Children and Safer Recruitment in Education’ (September 2016)
- DBS Checks: Guidance for Employers (31 January 2017)
- Revised Code of Practice for Disclosure and Barring Service Registered Persons November 2015
- Similar guidance as issued from time to time.

15. TERMINATION

15.1. Either party may terminate this Agreement by providing 30 days written notice and subject to the terms in Clause 3

15.2. if the other Party fails to remedy a material breach of this agreement within 30 days of written notice identifying the breach and notifying of an intention to terminate; and/or

15.3 in the event of bankruptcy or insolvency.

16. FORCE MAJEURE

Neither Party shall be liable to the other if it is unable to perform any of its obligations in whole or in part due to reasons beyond its reasonable control. If such force majeure occurs, the Party affected shall notify the other Party in writing as soon as practicable. If the Company is so affected, it shall, subject to the force majeure, provide such reasonable assistance as it is able to, to facilitate the implementation of such contingency plans to ensure continuity of service is being provided.

17. ENTIRE AGREEMENT/AGREEMENT AMENDMENTS

This Agreement sets out the entire agreement between the Parties in relation to the subject matter hereof and supersedes all previous arrangements, Agreements and representations whether written, oral or implied between the Client and the Company relating to the Services.

Some services maintain additional conditions and delivery arrangements as set out in Service Information Sheets provided at the time of sale. These arrangements form part of this Agreement. Any amendments to this agreement shall be agreed by both parties in writing and signed and dated by the Company.

18. PROPER LAW

This Agreement shall be construed in accordance with English law and the English Courts shall have sole jurisdiction.