

STANDARD TERMS AND CONDITIONS

for the provision of services by

THE GOLD STANDARDS FRAMEWORK CENTRE C.I.C. ("GSFCIC")

<p>1</p>	<p>Interpretation</p>	<p>2.5</p>	<p>These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.</p>
<p>1.1</p>	<p>Definitions. In these Conditions, the following definitions apply:</p>	<p>3</p>	<p>Supply of Services</p>
<p>1.1.1</p>	<p>'Business Day' means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.</p>	<p>3.1</p>	<p>GSFCIC shall supply the Services to the Customer in accordance with the Programme Description in all material respects.</p>
<p>1.1.2</p>	<p>'Conditions' means these terms and conditions as amended from time to time in accordance with Condition 11.1.</p>	<p>3.2</p>	<p>GSFCIC shall use reasonable endeavours to meet any performance dates specified in the Programme Description or provided to the Customer in writing in respect of the Services, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.</p>
<p>1.1.3</p>	<p>'Contract' means the contract formed between GSFCIC and the Customer for the supply of Services in accordance with these Conditions.</p>	<p>3.3</p>	<p>GSFCIC shall have the right to make any changes to the Services 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, and GSFCIC shall notify the Customer in any such event.</p>
<p>1.1.4</p>	<p>'Customer' means any person, trust, authority or other incorporated or unincorporated body that purchases the Services.</p>	<p>3.4</p>	<p>GSFCIC warrants to the Customer that the Services will be provided using reasonable care and skill.</p>
<p>1.1.5</p>	<p>'Facilitator' means a person tasked with supporting the delivery and effective implementation of the GSF and having suitable general training for these purposes;</p>	<p>4</p>	<p>Fees and Payment</p>
<p>1.1.6</p>	<p>'Fees' means the fees payable by the Customer for the supply of the Services in accordance with Condition 4;</p>	<p>4.1</p>	<p>The Customer shall pay GSFCIC the Fees at the times and in the amounts detailed in the invoice or otherwise as agreed between GSFCIC and the Customer from time to time.</p>
<p>1.1.7</p>	<p>'Force Majeure Event' means an event beyond the reasonable control of GSFCIC including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of GSFCIC or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.</p>	<p>4.2</p>	<p>Where the Fees for the Services are to be charged on a time and materials basis (e.g. for the provision of certain consultancy based services):</p>
<p>1.1.8</p>	<p>'GSF' means the Gold Standards Framework training programme for the provision of the end of life care. GSF is a proprietary programme and a licence is required for its use and for use of materials embodying it;</p>	<p>4.2.1</p>	<p>the Fees shall be calculated in accordance with GSFCIC's standard daily fee rates, as set out in the Programme Description or otherwise notified to the Customer in writing from time to time;</p>
<p>1.1.9</p>	<p>'GSFCIC's IP' has the meaning given to it in Condition 8.1.</p>	<p>4.2.2</p>	<p>GSFCIC's standard daily fee rates for each individual are calculated on the basis of a 7.5-hour day between 9.00 am to 5.00 pm worked on Business Days;</p>
<p>1.1.10</p>	<p>'GSFCIC's Manager' means the individual appointed by GSFCIC in accordance with Condition 5.1.3;</p>	<p>4.2.3</p>	<p>GSFCIC shall be entitled to charge an overtime rate of 1.5 times the daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in Condition 4.2.2; and</p>
<p>1.1.11</p>	<p>'GSFCIC Materials' means all documents, information and materials in paper, electronic, DVD or other form which (i) embody any Intellectual Property owned or held under licence by GSFCIC or (ii) created, by or on behalf of GSFCIC during or in the course of performing the Services, and any other materials provided or made available by GSFCIC in the course of performing the Services;</p>	<p>4.3</p>	<p>GSFCIC shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom GSFCIC engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by GSFCIC for the performance of the Services, and for the cost of any materials.</p>
<p>1.1.12</p>	<p>'Intellectual Property' 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), rights in dramatic works and cinematographic works, 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; all such rights are reserved;</p>	<p>4.4</p>	<p>In the event that the Fee payment times and amounts have not been specified in the invoice or agreed between GSFCIC and the Customer, the Customer shall pay the Fees by bank transfer to the account specified by GSFCIC on the invoice within thirty (30) days of receipt of an invoice from GSFCIC. Without prejudice to any other rights or remedies, GSFCIC may charge interest on all late payments at the rate provided for in the Late Payment of Commercial Debts (Interest) Act 1998 from the due date until payment has been made in full and/or GSFCIC may suspend or cancel performance of any Services until payment has been made in full.</p>
<p>1.1.13</p>	<p>'Licence' means the licence to use Intellectual Property granted by GSFCIC to the Customer in accordance with Condition 8.2;</p>	<p>4.5</p>	<p>All amounts payable to GSFCIC are exclusive of any VAT or other taxes, fees and levies of any nature whatsoever, imposed by any Customer with jurisdiction and such VAT, taxes, fees or levies shall be paid in addition to the Fees by the Customer.</p>
<p>1.1.14</p>	<p>'Order' means the Customer's order or request for Services, whether communicated to GSFCIC verbally or in writing, for instance by way of completion of a registration form or by notification of an order.</p>	<p>4.6</p>	<p>All quotes or estimates of fees provided to the Customer by GSFCIC are only valid and available for acceptance by the Customer for a period of three months from the date on which such quote or estimate is provided.</p>
<p>1.1.15</p>	<p>'Programme Description' means the description of training and support services that GSFCIC will provide as set out in GSFCIC's flyer, information pack, prospectus, leaflet or other materials as provided to the Customer from time to time.</p>	<p>4.7</p>	<p>No refund or deduction will be made in respect of any Staff withdrawing or failing to participate in or attend the provision of any part of the Services once the Contract has come into existence in accordance with these Conditions. Substitution of Staff is permissible in respect of a particular Order subject to agreement of GSFCIC. Additional Staff may receive the Services in respect of a particular Order in return for additional payment and with the express agreement of GSFCIC.</p>
<p>1.1.16</p>	<p>'Services' means the services provided or to be provided by GSFCIC to the Customer as set out in the Programme Description, and including, where the context admits GSFCIC Materials;</p>	<p>5</p>	<p>Obligations of GSFCIC</p>
<p>1.1.17</p>	<p>'Staff' means any employee, agent or contractor of the Customer.</p>	<p>5.1</p>	<p>GSFCIC shall:</p>
<p>1.1.18</p>	<p>'Timetable' means the timetable for provision of the Services as arranged between GSFCIC and the Customer from time to time.</p>	<p>5.1.1</p>	<p>use reasonable endeavours to ensure that the Services are provided to the Customer in accordance in all material respects with the Programme Description and these Conditions;</p>
<p>1.2</p>	<p>Construction. In these Conditions, the following rules apply:</p>	<p>5.1.2</p>	<p>ensure that all agreed resources are provided in a timely manner, and that all actions agreed with the Customer are fulfilled; and</p>
<p>1.2.1</p>	<p>a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);</p>	<p>5.1.3</p>	<p>where applicable, appoint GSFCIC's Manager who shall serve as the Customer's point of contact with GSFCIC.</p>
<p>1.2.2</p>	<p>a reference to a party includes its personal representatives, successors or permitted assigns;</p>	<p>6</p>	<p>Obligations of the Customer</p>
<p>1.2.3</p>	<p>a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;</p>	<p>6.1</p>	<p>The Customer shall:</p>
<p>1.2.4</p>	<p>any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and</p>	<p>6.1.1</p>	<p>co-operate with GSFCIC in all matters relating to the Services;</p>
<p>1.2.5</p>	<p>a reference to writing or written includes faxes and e-mails.</p>	<p>6.1.2</p>	<p>provide, in a timely manner, any background information, in-put material and other information as GSFCIC may request and the Customer shall ensure that it is complete and accurate in all material respects;</p>
<p>2</p>	<p>Basis of contract</p>	<p>6.1.3</p>	<p>where any Staff are to be involved in the provision of the Services (e.g. as Facilitators), the Customer shall ensure that such Staff have sufficient basic training in GSF to perform the role identified in the Programme Description. GSFCIC will be able to offer appropriate basic training courses for Facilitators if required by the Customer, but the provision of training of this nature is outside the scope of the Services for the purposes of the Contract;</p>
<p>2.1</p>	<p>The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.</p>	<p>6.1.4</p>	<p>provide GSFCIC, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by GSFCIC;</p>
<p>2.2</p>	<p>The Order shall only be deemed to be accepted when GSFCIC issues an invoice or a written acceptance in respect of the Order, at which point and on which date the Contract shall come into existence.</p>	<p>6.1.5</p>	<p>provide GSFCIC with such information and materials as GSFCIC may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;</p>
<p>2.3</p>	<p>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 GSFCIC which is not set out in the Contract.</p>	<p>6.1.6</p>	<p>where applicable, prepare the Customer's premises for the supply of the Services;</p>
<p>2.4</p>	<p>Save for the Programme Description, any leaflets, flyers, information packs, drawings, descriptive matter or advertising issued by GSFCIC, and any descriptions or illustrations contained in GSFCIC's 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 Contract nor have any contractual force.</p>	<p>6.1.7</p>	<p>obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start; and</p>
		<p>6.1.8</p>	<p>keep and maintain all GSFCIC Materials provided to the Customer at</p>

	the Customer's premises in safe custody at its own risk, maintain GSFIC Materials in good condition until returned to GSFIC, and not dispose of or use GSFIC Materials other than in accordance with GSFIC's written instructions or authorisation.	10.1	Without prejudice to any other rights or remedies which the parties may have, GSFIC may terminate the Contract, without liability to the Customer, on giving the Customer not less than one month's written notice if:
7	Confidentiality	10.1.1	the Customer commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach by GSFIC; or
7.1	A party ('Receiving Party') shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ('Disclosing Party'), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The 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 Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This Condition 7 shall survive termination of the Contract.	10.1.2	the Customer becomes insolvent or bankrupt, has a receiving order made against it, makes any arrangements with its creditors generally or takes or suffers any similar action as a result of debt.
8	Intellectual Property	10.2	On termination of the Contract for any reason:
8.1	All Intellectual Property used or made available by GSFIC in providing the Services or created by or on behalf of GSFIC in the course of providing the Services and all Intellectual Property rights and other rights in the GSFIC Materials ('GSFIC's IP') shall be owned and retained by GSFIC.	10.2.1	the Customer shall immediately pay to GSFIC all of GSFIC's outstanding invoices and interest and all unpaid Fees whether invoiced or not. In respect of Fees for which no invoice has been submitted, GSFIC may submit an invoice, which shall be payable immediately on receipt;
8.2	GSFIC grants the Customer, at no extra charge (but subject to the prompt payment of the Fees) and on a non-exclusive basis, a limited non-sublicensable and non-transferable right to use GSFIC Materials only for: (i) the effective delivery by GSFIC of the Services; (ii) making subsequent use of GSFIC Materials only in accordance with GSFIC's instructions; and (iii) making only such copies of GSFIC Materials as are required for the personal use of Staff.	10.2.2	the Customer shall, if expressly requested by GSFIC, cease to make any use of GSFIC's IP and GSFIC Materials made available to the Customer by or on behalf of GSFIC;
8.3	No right to any GSFIC's IP is granted beyond such rights as is expressly set out in this Condition 8. For the avoidance of doubt:	10.2.3	the Customer shall, if expressly requested by GSFIC, within a reasonable time, return all GSFIC Materials in its possession or under its control to GSFIC;
8.3.1	the Licence does not permit the use of GSFIC's IP or GSFIC Materials in any different service provided by GSFIC other than the Service provided pursuant to the Contract;	10.2.4	the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.
8.3.2	any additional rights to use GSFIC's IP or GSFIC Materials must be separately negotiated and GSFIC reserves the right to, in its discretion, refuse to authorise such additional use or to impose further conditions or to charge an additional Fee in respect of the grant to the Customer of any additional rights;	11	Miscellaneous
8.3.3	the Licence does not permit the Customer to:	11.1	GSFIC may, from time to time and without notice, amend the Programme Description and/or Services or any part of the Programme Description and/or Services in order to comply with any applicable regulatory or statutory requirements, provided that such amendments do not materially affect the nature or scope of the Services or the Fees.
8.3.3.1	develop, modify or adapt any of GSFIC's IP or GSFIC Materials, including but not limited to making language modification, adjustments or translations;	11.2	No variation of the Contract shall be valid unless it is in writing and signed by or on behalf of each of the parties.
8.3.3.2	make copies for the purpose of distributing to and use by employees, agents, contractors or affiliates who have not directly received the Services from GSFIC;	11.3	A waiver of any right under the Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
8.3.3.3	incorporate any of the GSFIC's IP or GSFIC Materials into any other documents or materials prepared or made available by or on behalf of the Customer;	11.4	If any provision (or part of a provision) of these Conditions or the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.
8.3.3.4	provide any service using the GSFIC's IP or GSFIC Materials (save where expressly permitted under the Contract); or	11.5	The Customer shall not, without the prior written consent of GSFIC, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
8.3.3.5	make any GSFIC Materials available on any website	11.6	GSFIC may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
8.3.4	unless expressly agreed to in writing by GSFIC. The Licence is limited to those Staff who are employed or hired by the Customer from time to time and if any person ceases to be employed or hired by the Customer, the Licence will terminate automatically in respect of that person. For the avoidance of doubt, the Licence shall apply in respect of any new person who becomes Staff.	11.7	The rights and obligations of the parties shall continue for the benefit of and shall be binding on their respective successors and assigns.
8.4	The Licence will terminate on the expiry or termination of the Contract, save that the Customer may continue to use any GSFIC Materials designed and provided to the Customer for ongoing use in a location agreed between the parties.	11.8	GSFIC shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event. If the Force Majeure Event prevents GSFIC from providing any of the Services for more than 12 weeks, GSFIC shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.
8.5	The Customer acknowledges that, where GSFIC does not own all rights in any GSFIC Materials, the Customer's use of rights in those GSFIC Materials is conditional on GSFIC obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle GSFIC to license such rights to the Customer.	11.9	Any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of fax or e-mail, at the time of transmission, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting.
8.6	If the Customer wishes to permit any third party to use any GSFIC Materials, the Customer must first obtain the written consent of GSFIC together with a contractually binding commitment in writing from the third party reflecting the terms and restrictions imposed by the Contract.	11.10	The Contract, and any dispute or claim arising out of or in connection with any of them or their subject matter, shall be governed by, and construed in accordance with, the laws of England. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract.
8.7	The Customer shall not reproduce any GSFIC Materials without reproducing the copyright notice included by GSFIC.		
8.8	The Customer shall comply with GSFIC's directions concerning the use and protection of GSFIC's IP.		
9	Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION		
9.1	Nothing in these Conditions shall limit or exclude GSFIC's liability for:		
9.1.1	death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;		
9.1.2	fraud or fraudulent misrepresentation; or		
9.1.3	breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).		
9.2	Subject to Condition 9.1:		
9.2.1	GSFIC shall not be liable, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for: loss of profits; or loss of business; or depletion of goodwill or similar losses; or loss of anticipated savings; or loss of goods; or loss of contract; or loss of use; or loss or corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;		
9.2.2	GSFIC's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to 125% of the Fees payable in respect of the Contract		
9.3	This Condition 9 shall survive termination of the Contract.		
10	Termination		