

TERMS AND CONDITIONS OF BUSINESS

Introduction

The purpose of this document is to explain the basis of how we work with our clients in relation to the delivery of motor mechanic and engineering courses both on site at our Albury workshop, and via the GASP mobile unit. The terms stated herein form part of the separate Service Level Agreement which we have with you, the Purchaser.

Definitions

In these terms of business 'we' or 'our' or 'us' refers to GASP, and means GASP Motor Project, a company limited by guarantee and registered in England, company no. 6830792, whose registered office is at The Sand Pit, Shere Road, Albury, Guildford, Surrey GU5 9BW

"The Purchaser" refers to you as the organisation which is engaging our services, which will be regulated by the separate Service Level Agreement incorporating these Terms & Conditions.

"The Learner" refers to any student of the Purchaser who is receiving approved training from GASP at any point in time.

Appointment

The Purchaser appoints GASP to provide the training outlined these Terms and Conditions and the Service Level Agreement in return for payment of a fee by the Purchaser to GASP.

Remuneration

The course fee will be included as an appendix to these terms and conditions. Unless agreed to the contrary between the parties, the fees shall be paid termly in advance. Payment is due on receipt of our invoice. Invoices shall be delivered at the start of each term.

All sums due from the Purchaser to GASP which are not paid on the due date shall (without prejudice to the rights of GASP) bear interest from day to day at 5% per annum.

Cancellation of Sessions

All cancellation of sessions on the part of the Purchaser must be made in writing and not verbally.

Should the purchaser notify GASP of a day upon which a session will not be required, and shall have given at least six weeks written notice in advance, no fee shall be payable for the cancelled session.

In all other circumstances the Purchaser is not entitled to deduct payment for any sessions that do not take place due to cancellation by the Purchaser and payment will still be required in respect of such cancelled sessions

In the event that a session cannot take place because of the default of GASP and is not replaced by another equivalent activity or cover lesson material, the charge for the session will be credited in full.

Termination of Agreement

Where the Purchaser or GASP cancels the Course the following periods of notice must be given in writing, in advance:

Length of Course	Notice required
6 weeks	6 weeks
12 weeks	6 weeks
24 weeks	8 weeks
39 weeks	12 weeks

If either the Purchaser or GASP cancels the Service Level Agreement at any time before the end of the agreed period in circumstances where such cancellation is due to the acts or omissions of GASP, the fees shall be calculated pro rata by virtue of the number of sessions of the training programme that would take place up to the date of cancellation as a percentage of those sessions that would have taken place throughout the duration of the period. The balance of the fees shall be paid immediately by the Purchaser to GASP provided that, if there has been an overpayment of the fees by the Purchaser, then GASP shall immediately refund the balance to the Purchaser.

In the event that this Agreement is terminated or comes to an end by expiry or breach, either party shall still be entitled to exercise any one or more of the rights and remedies given to it under the Agreement and the other party remains liable to perform all outstanding liabilities.

If the Agreement comes to an end because of any cause beyond the reasonable control of the parties which renders the performance of the Agreement impossible, both parties shall be released from their respective obligations, other than payment of any monies already accrued due under the Agreement.

External Funding

Where GASP secures funding on behalf of the Purchaser to support the payment of the course fee, Purchasers shall complete fully all requests for feedback and reporting. Failure to do so may result in funding being withdrawn.

Training

GASP will provide the training either at the Purchaser's premises or at the GASP workshop to such Learners as are agreed between GASP and the Purchaser. GASP shall have absolute discretion as to the manner in which the training is provided and shall have the status of an independent contractor of the Purchaser.

GASP reserves the right to change the teaching staff for any reason without notice.

GASP shall have absolute discretion as to the maximum number of permitted Learners on the particular training course at any point in time.

GASP shall keep evidence of the achievements of each Learner and shall assess and mark work and assist in developing each Learner's portfolio where required. However, responsibility for creating and storing the portfolio remains with the Purchaser and the individual Learner.

GASP shall use its best endeavours to ensure that all Learners work to such a level as can reasonably be expected, with the objective of obtaining a recognised national accreditation. However, national accreditation cannot be guaranteed for every Learner. GASP reserves the right, in consultation with the Purchaser, to decide not to put forward Learners for accreditation if considered inappropriate.

GASP's Obligations

GASP shall:

- Operate at all times in accordance with appropriate legislation.
- Provide appropriate protective clothing for the learner.
- Carry out an appropriate health & safety risk assessment and keep the same under regular review.
- Maintain a comprehensive policy of insurance covering gasp in respect of any act or default for which it may become liable to indemnify the purchaser resulting from a breach of the agreement.

The Purchaser's Obligations

The Purchaser shall:

- Complete digital Student Information Form prior to start of the course.
- Provide information regarding any safeguarding or behavioural issues which are relevant.
- Provide 1:1 support for learners who have identified additional needs.
- Provide copies of relevant policies and procedures, eg, behaviour, anti-bullying, protocols for sanctions/reward etc.
- Give the name of a senior member of staff acting as point of contact for the course with the authority to act for the Purchaser.
- Seek authorisation for photographic evidence and data records.
- Pay the agreed fee within the payment terms and without deduction or set-off
- Ensure that the Learners sign and adhere to the GASP Learner Behaviour Code.
- Obtain permissions from Learners for the use by GASP of photographic/video and personal data.
- Support GASP in enforcing such disciplinary actions as are considered necessary by GASP, whether for Health & Safety reasons or other, including ultimately the removal of a Learner from the training programme, subject to all parties' reviewing terms for how that Learner might be re-admitted if there is a change of behaviour.

In addition:

Where a group of learners from the same organisation attend the workshop:

- Guarantee an attendant member of its staff for the GASP session. This shall be in addition to any 1:1 requirement for designated individual Learners. Failure to provide such attendance will result in the cancellation of the session at no cost to GASP.

Where learners from differing organisations (Vocational Courses) attend the GASP workshop:

- Provide an additional senior member of staff emergency contact name and telephone number.
- Organise transport to and from the Workshop for each individual learner.

Where the mobile classroom is on an external site:

- Guarantee an attendant member of its staff for the GASP session. This shall be in addition to any 1:1 requirement for designated individual Learners. Failure to provide such attendance will result in the cancellation of the session at no cost to GASP.
- An area of hard-standing suitable for the Learners' work and GASP's vehicle and access to basic amenities such as water and electricity.
- When needed, a classroom for the completion of course paperwork, or in the event of poor weather.
- Safe storage of Learner portfolios, and support for the Instructor in their maintenance (including working with Learners to keep portfolios up to date or to complete them).
- A storage area for the Learner's practical work
- First aid support as required

Complaints

In the event of a dispute which shall at any time arise between GASP and the Purchaser on any matter in any way connected with the subject matter of the agreement between the parties, such dispute should be referred in the first instance to the Head or Board of Governors of the Purchaser and the Chief Executive or Board of Trustees of GASP.

Unless the parties agree otherwise, only in the event that a resolution cannot be reached, should the dispute be referred to a single arbitrator to be agreed between the parties. If the parties cannot reach agreement on a suitable arbitrator, a nomination should be made by the President for the time being of the Chartered Institute of Arbitrators, in accordance with any statutory legislation being in force at that time.

Waiver of Rights

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of the Service Level Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of the Agreement.

Notices

Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery

or registered post to the address of the relevant party or by e-mail and shall be deemed to have been received by the addressee within 72 hours of posting or 48 hours if sent by e-mail.

Limitation of Liability

Nothing in these conditions shall limit or exclude GASP's liability for:

- a) death or personal injury caused by its negligence or the negligence of its employees, agents or sub-contractors
- b) fraud or misrepresentation
- c) breach of any terms implied by section 2 Supply of Goods & Services Act 1982.

Subject as stated above, GASP shall not be liable to the Purchaser, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for loss of profit or any indirect or consequential loss arising under or in connection with the Service Level Agreement, including any losses resulting from GASP terminating the agreement.

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 Service Level Agreement.

(GASP's current Limits for PPL are £5M and for Employers Liability £10M)

Data Protection & Data Sharing

GASP recognises that the correct and lawful treatment of Personal Data will maintain confidence in our organisation and will provide for successful business operations. Protecting the confidentiality and integrity of Personal Data is a critical responsibility that we take seriously and therefore we aim to comply with all aspects of the General Data Protection Regulation at all times.

All processing of personal data is carried out in accordance with GASP's Privacy Policy. The CEO and Board of Trustees of GASP are responsible for ensuring all company personnel comply with GASP's Privacy Policy and implement appropriate practices, processes, controls and training to ensure compliance. The Data Officer is responsible for overseeing GASP's Privacy Policy and, as applicable, developing related policies. That post is held by Alexandra Thompson

Alexandra.thompson@gaspmotorproject.org

GASPs Privacy Policy and Data Protection Policy can be viewed at www.GASPMotorProject.org

Our policies and organisational and technical procedures for protecting data are informed by guidance provided by the Information Commissioner's Office (ICO). Our policies and procedures are reviewed regularly to ensure good practice.

GASP is registered with the Information Commissioner's Office, registration number ZA068589. Notification is a statutory requirement on organisations that process personal information. Our notification to the ICO provides detail on the type of information we hold and the purposes for which it is used.

GASP collects name, gender and date of birth of all Learners. We share this personal data with relevant third parties, where necessary, in relation to learning, assessment, or certification.

The AQA privacy policy can be viewed here: <https://www.aqa.org.uk/about-us/privacy-notice>

Miscellaneous

Each of the parties warrants its power to enter into the Service Level Agreement by the individuals

whose signature appears on the Agreement and such individuals have all necessary approvals to bind the parties to the agreement.

The Service Level Agreement is personal to the parties and neither party may assign or delegate the performance of the Terms, Conditions and of the Agreement or any rights or obligations under it.

Third Party Rights

These terms do not create any right enforceable by any person who is not a party to it in accordance with the Contract (Rights of Third Parties) Act 1999.

Jurisdiction

These conditions and all other express terms of contract shall be governed by and construed in accordance with the laws of England.

Effective Date

These terms are effective from 1 January 2023 and supersede all other terms.

