



BSA Group Services LTD

Consultancy terms and conditions



bsa

GROUP



bsa | BOARDING
SCHOOLS'
ASSOCIATION
Part of the **BSA** Group

sacpa | SAFEGUARDING AND
CHILD PROTECTION
ASSOCIATION
Part of the **BSA** Group

baisis | BRITISH ASSOCIATION OF
INDEPENDENT SCHOOLS
WITH INTERNATIONAL STUDENTS
Part of the **BSA** Group

bsab | EDUCATION
LIMITED
Part of the **BSA** Group

hieda | HEALTH IN
EDUCATION
ASSOCIATION
Part of the **BSA** Group

bsa | GROUP LEGAL
SERVICES LTD





Consultancy

terms and conditions

1. Introduction

The BSA Group comprises entities owned all or in part by The BSA Group Services Limited, a company registered in England and Wales with registration number 4676107 and whose registered office is at 27 Queen Anne's Gate, London, England, SW1H 9BU.

As of September 2021, the entities in the BSA Group Services Limited are the Boarding Schools' Association (BSA), the British Association of Independent Schools with International Students (BAISIS), the Safeguarding and Child Protection Agency (SACPA), Health in Education Association (HIEDA) and BSAB Education Ltd (company number 13042473).



2. Interpretation

1. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
2. Any words following the terms: including, include, in particular, for example, or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
3. Words importing any gender include every gender.
4. Words importing the singular number include the plural number and vice versa.
5. Words importing persons include firms, companies and corporations and vice versa.
6. Any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done.
7. The headings to the clauses, schedules and paragraphs of this Agreement are not to affect the interpretation.





3. Consultancy and inset

1. Services

- 1.1 The BSA Group agrees to provide consultancy and/or inset services (Services) to the Customer in accordance with the Specification attached at Schedule 1.
- 1.2 The BSA Group and the Customer shall agree the time for the performance of the Services subject to the availability of the BSA Group's staff.
- 1.3 The BSA Group shall provide the Services in such places and locations as The BSA Group considers appropriate to the type and nature of the requirements of the Customer.
- 1.4 The BSA Group shall use reasonable endeavours to complete the Services by the dates specified in the Specification.
- 1.5 The Services shall be performed by such employees that The BSA Group may choose as most appropriate to carry out the Services.

2. Payment

- 2.1 Any fees for Services to be provided by The BSA Group to any Customer will be agreed in writing (including email) in advance.
- 2.2 Consultancy services will be invoiced by The BSA Group on completion of a project with payment to be received within 30 days of the date of the invoice. Inset services will be invoiced when the booking for the inset service is made and payment is to be received with 30 days of the date of the invoice.
- 2.3 The BSA Group is permitted to charge for all costs and expenses incurred in performing the Services, including but not limited to travelling, photocopying, courier services, postage and any other services/items agreed with the client.




3. Customer obligations

During the preparation of the Specification and performance of the Services the Customer will:

- 3.1 co-operate with The BSA Group as The BSA Group reasonably requires;
- 3.2 provide the information and documentation that The BSA Group reasonably requires;
- 3.3 make available to The BSA Group such facilities as The BSA Group reasonably requires; and
- 3.4 ensure that the Customer's staff co-operate with and assist The BSA Group.

4. Customer default

If The BSA Group's performance of any of its obligations under the Terms and Conditions is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- 4.1 without limiting or affecting any other right or remedy available to it, The BSA Group shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays The BSA Group's performance of any of its obligations;
 - 4.2 The BSA Group shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from The BSA Group's failure or delay to perform any of its obligations as set out in this clause;
 - 4.3 the Customer shall reimburse The BSA Group on written demand for any costs or losses sustained or incurred by the BSA Group arising directly or indirectly from the Customer Default.
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5. Cancellations and refunds

All cancellations must be made in writing to The BSA Group (contact details as above).

The following percentages of the fees shall be refundable to the Customer dependent on when cancellations are made:

- 6 weeks before inset/consultancy – 100%
- 3 weeks before – 50%
- Less than 2 weeks – None


If fees have not been paid by the Customer at the time of cancellation, the Customer must pay within 2 working days the amount outstanding.

6. Warranties

- 6.1 The BSA Group warrants that it will use reasonable care and skill in performing the Services to the standard generally accepted within the sector in which The BSA Group operates for the type of Services provided.
- 6.2 The BSA Group provides no warranty that any result or objective can or will be achieved or attained at all or by a given completion date whether stated in these Terms and Conditions or elsewhere.



4. Limitation of liability

1. The BSA Group has obtained one or more insurance policies to cover the liabilities that may arise under these Terms and Conditions and the insurance policies shall remain in force during the period when these Terms and Conditions are in force.
 2. The limits and exclusions in this clause reflect the insurance cover The BSA Group has been able to arrange and the other party is responsible for making its own arrangements for the insurance of any excess loss.
 3. References to liability in this clause include every kind of liability arising under or in connection with the Terms and Conditions including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
 4. Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
 5. Nothing in this clause shall limit the other party's payment obligations to The BSA Group under the Terms and Conditions.
 6. Nothing in the Terms and Conditions limits any liability which cannot legally be limited, including but not limited to liability for:
 - a) death or personal injury caused by negligence;
 - b) fraud or fraudulent misrepresentation; and
 - c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
 7. The BSA Group's total liability to the other party for loss or damage shall not exceed 150% of the contract fee.
 8. This clause 8 sets out the types of loss that are wholly excluded:
 - a) loss of profits.
 - b) loss of sales or business.
 - c) loss of agreements or contracts.
 - d) loss of anticipated savings.
 - e) loss of use or corruption of software, data or information.
 - f) loss of or damage to goodwill; and
 - g) indirect or consequential loss.
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5. Termination

1. Without affecting any other right or remedy available to it, either party may terminate the Terms and Conditions with immediate effect by giving written notice to the other party if:
 - a) the other party commits a material breach of any term of the Terms and Conditions and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
 - b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Terms and Conditions has been placed in jeopardy.

2. Without affecting any other right or remedy available to it, The BSA Group may terminate the Terms and Conditions with immediate effect by giving written notice to the other party if:
 - a) the other party fails to pay any amount due under the Terms and Conditions on the due date for payment; or
 - b) there is a change of control of the other party.




3. On termination or expiry of the Terms and Conditions:
 - a) the other party shall immediately pay to The BSA Group all of The BSA Group's outstanding unpaid invoices and interest if applicable; and
 - b) in respect of Services supplied but for which no invoice has been submitted, The BSA Group shall submit an invoice, which shall be payable by the other party immediately on receipt.
4. Termination or expiry of the Terms and Conditions shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Terms and Conditions which existed at or before the date of termination or expiry.
5. Any provision of the Terms and Conditions that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Terms and Conditions shall remain in full force and effect.





6. Force Majeure


1. "the Virus": The Coronavirus also called COVID-19 the spreading of which has been classed as a pandemic and any effects arising from or in connection with the same including, but not limited to, any actions, recommendations, announcements or restrictions, related to its subject matter (whether made by a government body, authority, public health organisation or other similar official body) which affect a party's performance of its obligations under this Agreement.
2. Force Majeure Event means any circumstance not within a party's reasonable control which affects it performing its obligations under this Agreement including, without limitation:
 - 2.1 acts of God, flood, drought, earthquake or other natural disaster;
 - 2.2 any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause);
 - 2.3 interruption or failure of utility service;
 - 2.4 the Virus;
 - 2.5 epidemic or pandemic;
 - 2.6 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - 2.7 nuclear, chemical or biological contamination, or sonic boom;
 - 2.8 any law or any action taken by a government or public authority;
 - 2.9 collapse of buildings, fire, explosion or accident.

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3. If and to the extent that a party (**Affected Party**) is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event, the Affected Party shall as soon as practicable notify the other party in writing of the Force Majeure Event, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement.
 4. Provided it has complied with clause 3, the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations while such Force Majeure Event continues to have effect. The time for performance of such obligations shall be extended accordingly.
 5. The Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
 6. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 3 months, the party not affected by the Force Majeure Event may terminate this agreement by giving written notice to the Affected Party.
 7. If a Force Majeure Event is prevailing or predicted at the date of this agreement an Affected Party will be entitled to relief under this clause only if at the date of this Agreement, the Affected Party had good reason to believe that it would be able to perform its obligations notwithstanding the Force Majeure Event.
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7. General

1. **Payment – VAT.** All amounts payable to The BSA Group under these Terms and Conditions are exclusive of amounts in respect of value added tax chargeable from time to time (VAT).
2. **Interest.** If payment due to The BSA Group under the Terms and Conditions is not made by the due date, then the party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
3. **Set-off.** All amounts due under the Terms and Conditions shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
4. **Assignment and other dealings.**
 - 4.1 The BSA Group may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Terms and Conditions.
 - 4.2 The other party shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Terms and Conditions without the prior written consent of The BSA Group.
5. **Confidentiality.**
 - 5.1 Each party undertakes that it shall not at any time during the Terms and Conditions, and for a period of two years after termination or expiry of the Terms and Conditions, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 5.2.
 - 5.2 Each party may disclose the other party's confidential information:
 - a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Terms and Conditions. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 5; and

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- b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 5.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Terms and Conditions.

6. **Entire agreement.**

- 6.1 The Terms and Conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 6.2 Each party acknowledges that in entering into the Terms and Conditions it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Terms and Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Terms and Conditions.
- 6.3 Nothing in this clause shall limit or exclude any liability for fraud.
7. **Variation.** Except as set out in these Terms and Conditions, no variation of the Terms and Conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
8. **Waiver.** A waiver of any right or remedy under the Terms and Conditions or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Terms and Conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Terms and Conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.
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9. **Severance.** If any provision or part-provision of the Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of the Terms and Conditions is deleted under this clause 9 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

10. **Notices.**

10.1 Any notice or other communication given to a party under or in connection with the Terms and Conditions shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the following email address:

The BSA Group: bsa@boarding.org.uk, info@sacpa.org.uk, info@hieda.org.uk, baisis@boarding.org.uk

10.2 Any notice or communication shall be deemed to have been received:

10.2.1 if delivered by hand, at the time the notice is left at the proper address;

10.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

10.2.3 if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

10.3 This clause 10 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.



11. **Third party rights.**

11.2 Unless it expressly states otherwise, the Terms and Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Terms and Conditions.


11.2 The rights of the parties to rescind or vary the Terms and Conditions are not subject to the consent of any other person.

12. **Intellectual Property Rights.** Intellectual Property Rights are defined as: patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. All Intellectual Property Rights in or arising out of or in connection with the provision of services under these Terms and Conditions (other than Intellectual Property Rights in any materials provided by a speaker at an event) shall be owned by The BSA Group.

13. **Data Protection.** Each party shall comply with all applicable data protection legislation and regulations in force relating to the processing of personal data, privacy and security, including, without limitation (the Data Protection Act 2018 and the UK General Data Protection Regulation; and any modifications or re-enactments of them for the time being in force). Neither party shall by their act or omission cause the other party to breach data protection laws.

14. **Governing law.** The Terms and Conditions, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

15. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Terms and Conditions or its subject matter or formation.





Schedule 1 Consultancy/Inset Services Specification

1. Introduction

This document outlines how the BSA Group would conduct a boarding consultancy project.

2. About BSA Group

2.1 The BSA Group is the trading name of the London-based The BSA Group Services Limited. BSA Group comprises:

- BSA – the world’s largest network of boarding schools, with more than 600 members in 38 countries.
- SACPA (Safeguarding and Child Protection Association – 170 members.
- BAISIS (British Association of Independent Schools with International Students) - more than 90 members in the UK
- BSAB Ltd – joint venture education marketing company with Bulldog Publishing Ltd.

2.2 BSA’s services include:

Boarding staff training through the BSA Academy

- Government and media relations
- Guidance and advice for schools
- Events and conferences
- Consultancy.

2.3 Consultancy project examples:

BSA’s In-House consultancy project was developed in 2015 and has since supported schools on a wide range of projects, including:

England

- Boarding facility and staffing review, large HMC school – including review of boarding governance
- Boarding operations advice
- Boarding facility review, two leading girls’ schools
- Boarding market development report for governors at leading HMC school
- Boarding operations review for bursar and governors at state boarding school
- Boarding operations review and market development advice, girls’ boarding school.

Scotland

- Boarding facility and staffing review, large HMC school
- Boarding market review for governors at HMC school

Switzerland

- Boarding facility feasibility review, Geneva

France

- Sourcing new Chair of Governors for major boarding school, Normandy

Saudi Arabia

- New boarding facility and staffing planning

USA

- Boarding operations review, boarding school, New York state.

Kazakhstan

- Boarding operations review

International (UK, Spain, Switzerland, Italy, Vietnam)

2.4 External relations

- BSA works closely with government departments and recently supported the Department for Education in developing Covid guidance for boarding schools. It also maintains regular contact with the MOD, FCDO and Department for International Trade.
- BSA is a Board Member of the DfE's Systems Partnership Oversight Board, which develops partnerships between the state and independent boarding schools and as an Affiliate Member of the Independent Schools Council.
- BSA also advises Ofsted and the Independent Schools Inspectorate on boarding issues.

2.5 Consultancy projects

- BSA Group consultancy reports are led by a manager or director. If appointed, this project would be led by Bethan Waddington, Head of Events, CPD and Consultancy, with support from the BSA Group Leadership Team namely:

3. **Consultancy support** – depending upon the requirements stipulated by the customer
4. **Timing** – BSA anticipates this project could be completed within xxxx.
5. **Fees** – BSA Group would charge a consultancy fee of £1,250 per day + VAT and any reimbursement of expenses (travel, accommodation, direct costs).

Robin Fletcher, MBA, MPhil, FRSA

CEO, BSA and BSA Group. Governor, alumni president and former boarder, Rugby School; member, Department for Education, Systems Partnership Oversight Board. Independent non-executive director Make UK (formerly Engineering Employers Federation); former communications director and editor, Trinity Mirror regional newspapers; former non-executive director/trustee Cobalt Health

Aileen Kane, BA (Hons)

COO/Director, SACPA. Former head of admissions and marketing, Queen Anne's School, Caversham. Trustee, children's charity.

Dale Wilkins, BA, MEd, PGCE

Director, Safeguarding, Professional Development and Accreditation. Former Deputy Head, Old Swinford Hospital School (state boarding), for DSL and former inspector.

Caroline Nixon, BA, MA, MEd, PGCE

International Director and Director, BAISIS. Former Principal, Taunton International School

Ammy Davies-Potter, BSc, MEd, PGCE

Director, Guardianship and Inclusion. Former Deputy Head (Pastoral), St Mary's School, Calne and former academy school governor (state).

Jane Graham, MSc, BSc, Dip Ed., R.S.C.N

Director of Health and Wellbeing and Nurse Advisor/Director, Hieda.



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BSA Group Services Ltd Registered in England and Wales
Registered No: 4676107
Registered Office: 27 Queen Anne's Gate, London, SW1H 9BU
VAT Registration no: GB 809 7054 18