

Programme Delivery 2021/22

Terms and Conditions for Schools



GENERAL

1. These terms and conditions apply to the delivery of any programme (“**the Programme**”) by a school (“**the School**”) on behalf of Youth Sport Trust (“**YST**”).
2. The School is deemed to have accepted these terms and conditions upon submission of an application or expression of interest to deliver the Programme.
3. Programmes may be subject to funding confirmation and therefore, there is no guarantee that the Programme will proceed.
4. The School will receive written confirmation from YST that they have been selected and approved to deliver the Programme. Selection decisions made by YST are final.

DELIVERY

5. Following confirmation of selection, the School shall comply with the expectations as set out in the Programme Guidance Document (“**PGD**”), including taking part in any research or evaluation of the Programme.
6. Where YST membership is a requirement for the School in relation to the delivery of the Programme, the School shall ensure that the membership fee is paid before any delivery commences.

FUNDING

7. Where applicable to the Programme, payment of funding will be subject to the achievement of key milestones and deliverables, as set out in the PGD.
8. At the end of the delivery, YST reserves the right to reclaim a percentage of any payments made, in proportion to any key milestones and deliverables not achieved by the School.
9. YST reserves the right to complete an onsite audit of the School, if the School:
 - a. is in (indirect) receipt of public funds through any of the monies paid to the School by YST; or
 - b. is in receipt of a total income from YST of more than £20,000 within a 12-month period; or
 - c. fails to submit reporting in compliance with the requirements of the Programme, as set out in the PGD.

SAFEGUARDING, EQUALITY, DIVERSITY AND INCLUSION

10. The School agrees to abide by the standards and principles of safeguarding good practice and the YST’s Safeguarding Policy, details of which and associated guidance can be found here: www.youthsporttrust.org/safeguarding
11. The School agrees to deliver the Programme in a fair, equitable and inclusive manner, with dignity and respect, and comply with the YST’s Equality & Diversity and Trans & Non-Binary Inclusion policies, which can be found here: www.youthsporttrust.org/equality-and-diversity.

INTELLECTUAL PROPERTY RIGHTS

“**Intellectual Property**” means mean all intellectual property rights, including (without limitation) patents, trade marks, service marks, trade or business names, goodwill, confidential information, database rights, rights in designs, copyrights, moral rights, and all inventions, know-how, and all similar and analogous rights, in each case whether registered or unregistered.

12. All and any use or application of the brand, association and goodwill comprised in the words “Youth Sport Trust” and any YST owned trademarks and logos by the School shall be strictly in accordance with the YST’s brand guidelines, a copy of which is available on request.
13. All Intellectual Property Rights in the content of the Programme and any related resources and materials are owned by YST (or licenced for use by YST) and, in delivering the Programme, the School will not obtain any rights whatsoever in such content, resources and materials.
14. The School shall not reproduce, use or distribute (including electronically) any Programme-related Intellectual Property, including but not limited to Programme content, resources and materials, other than for the sole purpose of delivery of the Programme.

DATA PROTECTION

“**Data Protection Legislation**” means all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018; the UK GDPR (as defined in the Data Protection Act 2018); the Privacy and Electronic Communications Directive 2002/58/EC (as it has effect in the United Kingdom from time to time) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

15. Neither party shall provide any personal data to the other party in connection with the Programme delivery, and, to the extent that the School processes personal data in connection with this Agreement, it acknowledges that it does so as an independent controller and shall comply with Data Protection Legislation.
16. During the course of the Programme delivery the YST may process personal data relating to School personnel. the School shall ensure that it makes such Personnel aware of the YST’s privacy policy, which is available at: www.youthsporttrust.org/privacy-policy.

LIABILITY

17. In no event shall YST be liable to the School for: loss of profits; loss of business; depletion of goodwill or similar losses; loss of anticipated savings; loss of goods; loss of use; loss or corruption of data or information; any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
18. Subject to clause 19 below, YST’s entire liability to the School arising out of or in connection with these terms and conditions, regardless of the cause of action or legal liability, shall not exceed 100% of the Programme-related funding paid by YST to the School.
19. Nothing in this Agreement shall limit or exclude the liability of YST or the School for: death or personal injury resulting from negligence; fraud; or fraudulent misrepresentation.

FORCE MAJEURE

20. YST or the School will not be liable for any failure or delay in the delivery of the Programme, which is caused by circumstances beyond its reasonable control.
21. Where such circumstances occur, Programme delivery obligations will be suspended for so long as such circumstances continue, or the Programme may be cancelled, in which case the School will be notified by YST.

DISPUTES

22. If any dispute shall arise out of or in connection with these terms and conditions, YST and the School agree to discuss such in good faith.