



# The Dog, Duck and Cat (DDC) Trust Terms and Conditions

**This policy explains: -**

- 1. The services that Dog, Duck and Cat (DDC) Trust can provide to your Organisation.**
- 2. Who we are and what we do**
- 3. What we will need from you to effectively to meet your expectations**
- 4. Terms, conditions and GDPR.**
- 5. Order form.**

## **1. Dog, Duck and Cat Trust Services**

The DDC Trust provides educational resources that enable schools and other professionals to address safeguarding, building resilience, promote harm reduction and the prevention of incidents and accidents.

The resources are designed to be used by yourselves with the children you work with. The resources are supported by duplicate resources for Parents, Carers and Guardians (PCGs) to use with their child(ren) in the home and in their day to day lives.

We promote the concept of children spending quality time with the PCGs so they can form positive, trusting attachments – thus building their resilience for now and for their future.

Our products are also a vehicle to stimulate conversation and communication, within the appropriate framework, for the child(ren).

## **2. Who we are and what we do**

The Dog, Duck and Cat Trust was formed in February 2018 and builds upon work that started in 2008. Resources were originally developed within Sandwell Metropolitan Borough Council, but, due to funding issues, The Dog, Duck and Cat trust was not established as a charitable entity until 2018.

Dog, Duck and Cat Trust has three Trustees who are expert in their respective fields of working with children. The Trust has one Chief Executive, Jon Bull, who directs the development of new resources and manages the Trust on a daily basis.

Dog Duck and Cat Trust will take all steps possible to ensure that our resources and services are delivered in a professional manner and comply with our mutually agreed standards and dates.

We will advise you of any potential changes or amendments and endeavour to reduce all possible disruption to your service delivery.



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## 3. What we will need from you to effectively meet your expectations

- To use all resources as directed, or acknowledge that any changes you (the deliverer) makes may affect the outcome(s) of any resources that are delivered.
- To provide evidence-based feedback from your delivery of the resources, where ever possible, in order to assist the Trust in ensuring all resources are relevant, fit for purpose and continually developing.
- To seek support, advice or guidance if anyone delivering the Trust resources are unable to meet the learning outcomes stated in the session plans, or would benefit from some support.

## 4. Terms, conditions and GDPR

The terms and conditions set out below shall form part of the agreement between us to the extent that they are not applicable or changed by the express terms of the service agreement.

The prices for services shall be set out in the pricing schedule and are exclusive unless agreed otherwise. Prices for additional services, including printed copies of story resources, are available upon request.

Unless agreed otherwise, payments for services are due annually in advance for key service delivery.

All prices are exclusive of VAT.

VAT is charged at the current rate.

### **A service agreement may be terminated in the following ways: -**

- By either of us if the other is in breach of their obligations under that service agreement in any material respect and if the said breach has not been rectified (if possible) within ten working days of receiving written notice of it.
- By either of us if the other enters in to liquidation, whether compulsorily or voluntarily, but **not** if the liquidation is for the purposes of amalgamation or reconstruction that is carried out expeditiously.
- By either of us giving not less than 3 months written notice of termination to the other. Upon receipt of such notice from you, you will pay to us on demand and indemnify us against all amounts that we are obliged to pay to others in relation to the provision of services for the remainder of the terminated service agreement.
- By either of us for ad-hoc services which cannot be delivered or are no longer required, giving as much notice as possible. Please note cancellation charges may apply in some cases.
- The termination of a service agreement will not affect the rights or claims of either of us against the other which arose out of that agreement before it was terminated. Our liability to you for death or personal injury, arising from our act or default, is not limited or excluded in any way.



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## **Liability: -**

Subject to the above, you agree that we will not be liable to you for:

- Loss of profits, revenue or goodwill or any type of consequential indirect or special loss or damage.
- Direct loss or damage (including loss or damage which is reasonably foreseeable or a natural occurrence) which is attributable to any matter beyond your direct control that arises from any breach of our contractual obligations to you or from our negligence.

To the extent that we may be liable for breach of contract or in negligence, or for any other reason, you agree that: -

- Our maximum total liability to you in respect of each claim for a breach of contract negligence or otherwise shall in respect of each claim be limited to an amount equivalent to the lower of our charges for the provision of the services which gave rise to the claim or the amount of the professional indemnity insurance that we may from time to time have in respect of such claim.

## **Confidentiality: -**

If, in connection with the provision of any of our services, we receive from you information or data that:

- Is expressed to be confidential or
- Could reasonably be considered to be confidential

Then we will only disclose such confidential information: -

- In confidence to our employees, consultants, contractors and to such other persons as may need to know for the purposes only of the performance of the services;
- Otherwise only to the extent that we are legally obliged to disclose it to others
- Our confidentiality obligations shall not apply to confidential information that is or becomes within the public domain We are required by law to make disclosure of matters of public interest.

## **General Data Protection Regulations (GDPR): -**

Where there are safeguarding concerns employees, volunteers, Trustees and deliverers have a duty to share information. Information should be shared with the child and their families or adults' consent where ever possible in accordance with the General Data Protection Regulation.

We will ensure the adult has capacity to consent or the child is Fraser and Gillick competent to consent to their information being shared.

We will document the decision and rationale for sharing information in accordance with GDPR guidelines.



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We will record who you have shared the information with, if consent has been obtained, and by what means – written or verbal.

There may be circumstances when gaining consent would put the child, adult or yourself at risk of harm. In this instance, safeguarding processes will prevail.

Seek advice from the DSL or their Deputy if you are unsure.

## **Public liability insurance: -**

If any person shall take action against us on the grounds that our use of any information or data that you provided to us constitutes an infringement of their industrial or intellectual property or other rights then you will indemnify and keep us indemnified from and against all costs, liabilities and expenses suffered or incurred by us in connection with any such claim but subject to us:-

- Notifying you in writing of such claim within 28 days of the same coming to our attention giving such details of the claim as are then available or capable of being ascertained upon reasonable enquiry.
- Giving you full control of any proceedings or negotiations in connection with any such claim.
- Giving you reasonable assistance in connection with any such proceedings or negotiations.
- Not paying or accepting any claim or compromising or settling any proceedings without your prior written consent.
- Taking such steps as you may reasonably require to mitigate or reduce any loss, liability, damages or costs, or other consequences, for which you may be liable under this indemnity.

## **Dispute Resolution: -**

DDC Trust is committed to working with all organisations in the most harmonious and proactive way possible. Therefore, dealing with issues as soon as they occur to allow professionals to be as effective as is possible in its delivery of Dog Duck and Cat resources is crucial.

In the event of a dispute, it is expected that the issue will be raised immediately, and an approach made to Dog Duck and Cat so that it can be resolved as soon as is practicable. Solutions may be reached by virtue of a phone call, email, or face to face meeting, whichever suits both parties, within 21 days of complaint.

If is any dispute or disagreement between us arising from a service agreement which cannot be resolved within 21 days of you having notified us in writing of the dispute or disagreement, then the following provisions will apply: -

- The dispute or disagreement shall first be referred to in a meeting called by ether party at which we will each use reasonable endeavours to resolve the dispute or disagreement.



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- If no meeting is held or, if any such meeting fails to resolve the dispute or disagreement then we will both use all reasonable endeavours to agree upon a procedure for resolving the dispute or disagreement in question and, in that respect, either of us may seek the assistance of the Centre for Effective Dispute Resolution or any other similar body as we may agree. We each agree to follow the advice given by such a body and to implement any dispute resolution procedure which they may propose.

## **Other Terms**

- A service agreement shall be governed by English Law and shall be subject to the non-exclusive jurisdiction of English courts of law.
- All notices or communications sent in relation to a service agreement must be in writing and must be sent to the recipient at their address set out in the service agreement or otherwise notified to the sender for that purpose and addressed to a director or the secretary in the case of a limited company. Any such notices or communications may be served: -
  - By hand delivery. If it can be proved that delivery was made, then any such notice or communication shall be deemed to have been served at the time of delivery;
  - By first class post. All first-class post shall be recorded on the date it leaves the DDC Trust and shall be deemed to have been served two working days following the day of sending by post.
- For the purposes of the Contracts (Rights of Third Parties) Act 1999 no one other than the parties to a service agreement shall have the benefit of or have the right to enforce the terms of that service agreement.
- Any industrial or intellectual property rights that may arise (or which may be created by following any appropriate registration procedure) from the performance by us of the services, shall belong to the DDC Trust to the extent that they relate to or could reasonably be applied to the provision of services by the Trust.

## **Exclusivity**

During any period where there is a service agreement between us for the provision of services and resources, you will not: -

- Allow any other person or persons to use the resources unless they themselves enter in to an agreement with the DDC Trust.



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## Order Form

To receive our resources and services, you must complete, sign and return this order form to [info@dogduckandcat.co.uk](mailto:info@dogduckandcat.co.uk) or mail it to The Dog, Duck and Cat Trust, 3 St Johns Road, Oldbury. B68 9RP.

This will constitute a contract for the provision of **agreed** (agreed by formal quote or email) services.

### Organisation:

We agree to pay the Dog, Duck and Cat Trust a fee of £1, for every pupil in our school/academy, that are part of our early years, reception and years 1, 2 and 3.

### Number of pupils covered by this agreement:

**Total cost:**

**Payment date:**

### Additional products to be purchased/quoted:

This fee can be provided by way of a donation from the school, or by delivering a fund-raising event and then donating those proceeds to the DDC Trust.

For that fee **we** will receive:

- Access to all resources on [www.dogduckandcat.co.uk](http://www.dogduckandcat.co.uk) for Teachers and Professionals
- Access to email and telephone support from the DDC Trust, Monday to Thursday from 10am to 4pm
- A discount on any additional services and resources the DDC Trust offer, including printed story book resources

**Contact Name:**

**Position:**

**Signed:**

**Date:**

### Delivery/access until date:

Payments should be made to:  
The Dog, Duck and Cat Trust  
Sort code: 55-50-14  
Account number: 58 21 41 00

**Dog, Duck and Cat Trust is registered charity number: 1177187**