



Terms and Conditions 2020-21

By confirming your project with Pro-Excel, you agree to the following terms and conditions between yourself, -the school, community group, private school or other partner and; Pro-Excel, Hawthorn House, Cowlshaw, Greater Manchester OL2 7BX

You are referred to forewith as 'The Partner Organisation'

WHERE AS

Pro-Excel will provide an educational enrichment programme called 'Pro-Excel Mass Movement Dance' known also as 'the project' to 'The Partner Organisation' as detailed in the SUMMARY (The Summary is the emailed confirmation document sent by Mr M O'Reilly which was agreed and returned, that document forms the Summary of this agreement) 'The Partner Organisation' wishes to be designated as the sole funding and educational partner of the project upon the terms and conditions hereinafter appearing

HEADINGS

It should be noted that headings in this Agreement are for information only and do not form part of or affect the construction of this Agreement.

NOTE IT IS HEREBY AGREED as follows:-

In consideration of an overall payment in accordance with the project summary, Pro-Excel hereby grants to 'The Partner Organisation' the rights licenses and opportunities described in the agreed 'schedule' for the project entitled 'Pro-Excel Mass Movement Dance'. project

TERM

This agreement shall commence upon the date of booking confirmation by email or postal service (or alternative written agreement) and shall continue until the date of the project completion upon completion of the final event. It is understood that should for any unforeseen reason the project or any part of it cannot take place at this time, this agreement and all rights connected with it will remain in force until the conclusion of the project.

SERVICE

Pro-Excel will deliver the project entitled 'Pro-Excel Mass Movement Dance' in its entirety as described in the summary for the project described. You may, subject to Pro-Excel approval purchase additional places for the project. Pro-Excel ensures that all places offered under the terms of this agreement will be able to perform at the final event 'The Partner Organisation' confirms this order is for the number of places agreed in your schedule and remains liable for payment for all places ordered, even if students fail to complete the course or do not participate at all.

Pro-Excel does not grant 'The Partner Organisation' the right to deliver 'Pro-Excel Mass Movement Dance' or any project or elements that could be construed as 'similar' or 'based on' in its process and outcome within 24 months of the completion of this contract

LICENCE TO PRO-EXCEL

'The Partner Organisation' hereby grants to Pro-Excel for the duration of this agreement, a non-exclusive non-transferable license to use the logo and brand of 'The Partner Organisation' in conjunction with the project.

'The Partner Organisation' staff, pupils, venues, workshops and performances in connection with this programme may be used in promotional materials, including photographs, video footage, quotes and the use of written work produced by pupils. 'The Partner Organisation' grants license for such items to Pro-Excel for all reasonable promotional purposes. However, Pro-Excel must obtain the consent of all individuals involved and written parental consent will required in consideration of pupils, prior to the use of any such materials

LICENCE TO THE PARTNER ORGANISATION

Pro-Excel hereby grants to 'The Partner Organisation' for the duration of this agreement, a non-exclusive non-transferable license to use the logo, name and brand of Pro-Excel and Pro-Excel projects – in this instance 'Pro-Excel Mass Movement Dance' in direct conjunction with the project.

Pro-Excel grants license for such items to 'The Partner Organisation' for all reasonable promotional purposes. However, 'The Partner Organisation' must obtain the consent of all individuals involved and written parental consent will required in consideration of pupils, prior to the use of any such materials, similarly 'The Partner Organisation' must obtain written permission from Pro-Excel to include any photographs, footage or promotional materials from the project in any document, publicity or promotion of the project or any other project.

SUBCONTRACTING AND THIRD PARTY INCLUSION

'The Partner Organisation' is entitled to expect Pro-Excel and its related project team to meet the full terms of this Agreement, and not subcontract the work to another provider.



Terms and Conditions 2020-21

Pro-Excel will not allow third party involvement from any 'The Partner Organisation' external provider without prior written consent. For avoidance of doubt this includes in the instance of 'Pro-Excel Mass Movement Dance' project, inclusion of external dance teachers, media companies, photographers, or third-party educational service providers.

OBLIGATIONS OF PRO-EXCEL

Pro-Excel undertakes to implement, carry out, pursue and complete the Project in a proper manner, in accordance with the agreed project description (summary) produced in conjunction with 'The Partner Organisation' in this instance the programme entitled 'Pro-Excel Mass Movement Dance'

TERMINATION

This agreement may be terminated by either party in the event that the other:-

Commits any breach of its obligations hereunder which (in the case a breach capable of being remedied) is not done so within 90 days of a written request by the other party. For the avoidance of doubt should termination be as a result of a failure on the part of Pro-Excel to carry out an aspect of the project, due to a contractual failure on behalf of a third party such as Sports Host or educational venue, or an event's postponement or cancellation for reasons out of reasonable control, a secondary venue may be sort, or an alternative date for the final event. Should this not be acceptable to 'The Partner Organisation' a maximum termination penalty of £250 shall be incurred by Pro-Excel

LATE PAYMENTS

Payment plans are included in the booking confirmation document and are subject to a 14 day cooling off period. After this period the agreement is legally binding and payment dates must be adhered to. Payments should be cleared funds by their due date. Late payments incur a mandatory £50 surcharge penalty and £50 additional surcharge for each 7 day period payments remain outstanding after their due date. Pro-Excel withholds the right to terminate your agreement if your account is not up to date. For the avoidance of doubt, all payments made in such instances are non-refundable.

FORCE MAJEURE

Neither party shall be liable for delay in performing or failure to perform any of its obligations under this Agreement. If such delay or failure results from events or circumstances outside its reasonable control, provided that if any such circumstances shall continue for a period of 20 weeks from the date of final event either party shall be entitled to terminate this Agreement forthwith on written notice to the other.

If within a 20 week period of the original final event date, the project cannot be completed, or an equivalent value alternative event be procured to the satisfaction of all parties due to reasons beyond the control of either party, Pro-Excel will be entitled to payment for completed sessions calculated as a percentage of the project completed – this may include contractual commitments made to third parties such as sub-contractors, service providers. The 'Partner Organisation' will be entitled to a refund of all payments over and above expenses incurred for completed elements of the project as set out in the Summary.

PARTNERSHIP AND AGENCY

Nothing in this agreement shall be construed as establishing or implying any partnership joint venture or similar relationship between the parties, nor does it authorise either party to; incur expenses on behalf of the other party, enter in to any engagement or make any representation or warranty on behalf of the other party, to pledge the credit of, or otherwise bind or oblige the other party, or to commit the other party in any way whatsoever, without in each case obtaining the other party's written consent

INTELLECTUAL PROPERTIES

Pro-Excel reserves and retains the right to the 'Pro-Excel Mass Movement Dance' project its structures, processes, officers and procedures. The project remains the property of Pro-Excel and attempts to imitate or copy the project in part or full will be deemed a breach of this agreement. 'The Partner Organisation' and its related partners ensure that such attempts will not be made either during of following the term of this agreement. 'The Partner Organisation' or its related partners ensure as part of this agreement not to approach Pro-Excel staff, teachers or officers to deliver any work outside of the framework of this agreement without prior written agreement from Pro-Excel for a period of 12 months from the conclusion of this contract.