

# **SERVICE LEVEL AGREEMENT**

**For 1st September 2019 - 31st August 2022**

**Between**

**Health Education England**  
(The Authority)

Administered by

**Health Education England, London**

**And**

(The Provider)

**LonDEC, King's College London**

**For**

**Hire of the London Dental Education Centre (LonDEC) to  
enable the provision of general dental services,  
including financial management of Dental Continuing  
Professional Development (CPD) for General Dental  
Practitioners and Dental Care Professionals courses  
and Dental Foundation Training (DFT) educational  
schemes**

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## "I Form of Agreement

The Agreement is made on: 31<sup>st</sup> May 2019

Between:

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**(1) Health Education England** (the "Authority")  
administered by Health Education England  
London of Stewart House, 32 Russell Square,  
London WC1B 5DN ("**HEE**")

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and

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**(2) KING'S COLLEGE LONDON**, (the "Provider") a body  
incorporated by Royal Charter in England and Wales  
with registered number RC000297 whose principal  
place of business is at Strand, London, WC2R 2LS  
("King's")

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Together referred to as "**the Parties**"

For:

It is agreed that Sections One, Two and Three, together with Schedules 1 (The Services), 2 (Finance), 3 (Conditions of Hire), 4 (Administrative Support), 5 (Contract Review and Reporting) and 6 (Privacy Notice) collectively form "**the Agreement**".

### SIGNATURE:

**For the Authority:**

**For the Pro**

Signature .....Signature .....

Full Name XXXXXXXXXXXXX.....IS IG-6-s

Full Name

Title or position held on behalf of the  
Authority

DOOTAL DEPqIJ LILSS

Title or position held on behalf of the  
Provider

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Date: 10.06.2016

Date: \$ t t Ctt

## 2 Definitions

Unless the context requires otherwise the following words and expressions shall have the meanings respectively assigned to them.

**Agreement** shall bear the meaning given to that term in Section 1 (Form of Agreement).

**Authorised officers** means the signatory for each party.

Authorised Officer for "**the Authority**"

Name:

Title:

Delegated Officer for "**the Authority**"

Name:

Title:

Authorised Officer for "**the Provider**"

Name: [REDACTED]

Title: Vice President (Finance)

Delegated Officer for "**the Provider**"

Name: [REDACTED]

Title: Executive Dean, Faculty of Dentistry, Oral & Craniofacial Sciences

**Authority** means Health Education England, London

**Charges** means the charges payable under Schedule 2 (Finance) of this Agreement.

**Confidential Information** means any information of a confidential nature disclosed in any form or medium at any time under or in connection with this Agreement

**Contract Year** means the agreement period covered by this Agreement.

**Contract Price** means the amount to be paid by the Authority to the Provider pursuant to this Agreement, as set out in Schedule 2 (Finance).

**Day** means a period of time between 09:00 and 17:00 except for where due notice is given within the terms of Schedule 1 of this agreement.

**Delegates and participants** means any person that has registered as an attendee on a HEE course taking place at LonDEC facilities including course tutors, trainers, any liaison translator or support person

**Force Majeure** means any circumstances beyond the reasonable control of a Party or that Party's staff including, without limitation, any of the following events or circumstances:

- i. war, civil war (whether declared or undeclared), armed conflict, riot or acts of terrorism; or
- ii. nuclear contamination unless in any case the Party claiming the benefit of relief is the cause of the contamination; or
- iii. radioactive chemical or biological contamination (of the site of facilities from which the Services are provided) from any of the events referred to in subparagraphs i and ii to this definition;
- iv. pressure waves caused by aircrafts or other aerial devices travelling at supersonic speeds,

which directly causes a Party to be unable to comply with all or a material part of its obligations under this Agreement.

**NHS Indemnity Schemes** means the NHS Indemnity Schemes established or amended pursuant to Section 71, of the National Health Service Act 2006 by the Secretary of State for Health;

**Party** means either the Authority or the Provider (as appropriate) as identified in Section 1 of the Agreement and "**Parties**" shall be construed accordingly.

**Provider** means King's College London

**Review Meetings** means meetings held between the Authority and the Provider to review the delivery of the Services by the Provider and any other issues that might arise in relation to this Agreement, as required.

**Services** mean the services provided by the Provider and the associated quality, performance, reporting and policy requirements as determined in Schedule 1 (The Services).

**Unit Price** means the core price for the services provided under the agreement as agreed between both parties.

### **3 Terms and Conditions**

#### **3.1 Agreement Duration**

3.1.1 This Agreement is for the period from 1st September 2019 - 31st August 2022 after which it may be extended by written agreement between the Parties where there is a specific workforce need. The process whereby any such extension would be agreed would be commenced by 31st August 2021.

3.1.2 There will be an annual review of the Agreement, to be carried out via Review Meetings in each year of the agreement.

#### **3.2 Entire Agreement**

3.2.1 Except where expressly provided otherwise in this Agreement, this Agreement is effected by the signing of the Form of Agreement (at Clause 1) together with the documents that the Agreement refers to (as applicable) and shall constitute the entire agreement between the Parties in connection with its subject matter and this Agreement supersedes all prior representations, communications, negotiations and understandings whether written or oral concerning the subject matter of this Agreement.

3.2.2 In the event of any conflict between this Agreement and the documents referred to in this Agreement, the provisions of this Agreement shall prevail.

#### **3.3 The Services**

3.3.1 The Provider shall deliver the Services and meet the stipulated quality and performance requirements to be delivered under this Agreement by the Provider in accordance with the provisions of this Agreement.

3.3.2 The Provider shall have discretion to deny access to, or remove any person from, any premises owned by or under control by the Provider; in the event this occurs no reduction or refund of the Charges will be made.

3.3.3 If the Authority should require additional Services to that stipulated in the Agreement, the Provider shall use reasonable endeavours to provide such services and such services shall be provided at the rate to be agreed by the parties.

#### **3.4 Pricing and Payments**

3.4.1 Payments for the Services shall be made in accordance with Schedule 2 (Finance).

## **3.5 Variation and Change**

3.5.1 The Parties may, by mutual agreement in writing, vary the terms of this Agreement. The Parties acknowledge that any variations to this Agreement will be dependent on the availability of funding and the specific requirements of the Authority.

## **3.6 Termination**

3.6.1 Either Party may terminate this agreement by giving 6 months' written notice. Neither party shall have future claim arising out of the termination of the Agreement.

3.6.2 Neither Party to this agreement shall be liable to the other for any delay or non-performance of its obligations under this agreement to the extent that such non-performance is due to a Force Majeure Event.

3.6.3 If the Agreement is terminated under this clause, the Authority will remain liable to pay any outstanding invoices issued under clause 3.4 or any invoices that are due to be issued by the Provider. No refund will be due to the Authority other than those amounts paid by the Authority in excess of the amount charged in such invoices after deducting expenditure that has been incurred or committed by the Provider in relation to the Services prior to the date of termination.

3.6.4 Either Party will have the right to terminate this Agreement immediately by notice in writing to the other if:

3.6.4.1 the other is in material breach of its obligations under this Agreement and, where the breach can be remedied, it has not been remedied within 14 days' of receiving notice to do so; or

3.6.4.2 the other Party becomes insolvent, or if an order is made or a resolution is passed for its winding up, or if an administrator, administrative receiver or receiver is appointed over the whole or any part of the other Party's assets, or if the other Party makes any arrangement with its creditors or ceases to carry on business or does or suffers any similar or related act existing under the laws of any country.

3.6.5 The termination of this Agreement for any reason will be without prejudice to any rights of either Party which may have accrued by the date of termination.

3.6.6 On termination of this Agreement for any reason clauses 3.4 (in respect of invoices permitted to be issued prior to the date of termination), 3.5 to 3.7, 3.10 to 3.23 will survive and continue in full force and effect.

### **3.7 Breach**

3.7.1 In the event of a breach of this Agreement, without prejudice of the rights and remedies available to the aggrieved party or subject to section 3.6 of this agreement, the Authority may without ending the agreement in whole or in part, serve notice on the Provider to remedy the default within 30 days at no extra charge. If after 30 days, the Provider is unable to remedy the default the Authority is at liberty to terminate the Annual Agreement. A breach will occur where the Provider has failed to deliver the Services within the quality and performance parameters determined in Schedule 1 (The Services).

### **3.8 Dispute Resolution**

3.8.1 Both parties accept that it would be in their best interests for any disagreement to be resolved promptly. In the event of a dispute over the interpretation or application of a provision of this Agreement a senior officer from each of the Parties shall consider the issue and use reasonable endeavours to settle it.

3.8.2 If the matter cannot be resolved within one (1) month, the Parties shall attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation a Party shall give notice in writing ("ADR Notice") to the other Party to the dispute requesting mediation. A copy of the ADR Notice should be sent to CEDR.

3.8.3 The performance of obligations under the Agreement shall not, save for the matter in dispute, cease or be delayed by the application of such a procedure.

### **3.9 Assignment and Sub-Contracting**

3.9.1 The Agreement shall be binding upon and endure in respect of the legal successors of the Parties.

3.9.2 Save as set out at Clause 3.9.1 above, the Provider may not assign, transfer, sub-contract, or otherwise dispose of its rights or obligations under the Agreement in whole or in part without the prior written consent of the Authority.

3.9.3 Should the Agreement be transferred by the Provider in accordance with Clause 3.9.2 or, otherwise, by the Authority, both Parties shall enter into a deed of novation, as will the transferee, or such other document as the Authority may reasonably require giving effect to such transfer.



### **3.10 Confidential Information**

- 3.10.1 This Agreement and information provided or created pursuant to it shall be treated as confidential by both parties and their respective employees. Subject to legislation no details will be divulged to any third party without prior permission of the Parties' Authorised Officers.
- 3.10.2 Each Party shall at all times use its best endeavours to keep confidential, and ensure that its employees and agents keep confidential, any confidential information which it may acquire in relation to the business and affairs of the other Party. Neither Party shall disclose such information except with the express written consent of the other Party.
- 3.10.3 A disclosure by a Party in accordance with an Act of Parliament or legislation made under it, or in compliance with a court order or disclosure of any confidential information that is either already in the public domain or comes into the public domain for a reason other than a breach of this Agreement, shall not be an actionable breach of confidence.
- 3.10.4 Both Parties shall comply with Data Protection Act 2018 and any other applicable data protection legislation.
- 3.10.5 Both Parties acknowledge their respective duties under the General Data Protection Regulation (GDPR) and shall give all reasonable assistance to each other where appropriate or necessary to comply with any obligations arising under GDPR.
- 3.10.6 The Provider will process any personal data (as defined under GDPR) it receives from the Authority solely for the purposes and delivery of services as set out in this Agreement, and in accordance with the LonDEC Privacy Notice (Schedule 6).
- 3.10.7 The obligations of each Party in respect of the confidential information referred to above shall continue without limit in point of time but shall cease to apply to any information that is put into the public domain otherwise than by a Party breaching its obligations.

### **3.11 Freedom of Information**

- 3.11.1 The Parties agree to comply with the Freedom of Information Act 2000 (the "FOIA") and any amendments thereto.
- 3.11.2 In the event that a Party to whom information is disclosed (the "Receiving Body") receives a request in accordance with Section 8(1) of the FOIA for information related to this Agreement that has been disclosed to it by the other Party (the "Disclosing Body"), the Receiving Body shall not disclose any information until it has consulted with the Disclosing Body.

### **3.12 Compliance with Law**

- 3.12.1 Without limitation to the generality of 3.12.3, the Provider shall take all reasonable steps to secure that all servants, employees or agents of the Provider and all subcontractors employed in the performance of this Agreement do not unlawfully discriminate nor bully, harass nor intimidate delegates or other staff members in connection with the Services provided pursuant to this Agreement and the Provider shall have policies in place to prevent such bullying and/or harassment and/or intimidation.
- 3.12.2 Without limitation to the generality of 3.12.3, the Provider shall at all times comply with the Equality Act 2010 and any other relevant legislation relating to discrimination in the providing of the Services and the employment of employees for the purpose of providing the Services as well as any statutory duty on public authorities to promote equality and diversity and to prohibit discrimination in employment practices and in the exercise of public functions under the Equality Act 2010 or any associated legislation, pursuant to which the Provider has a positive duty to promote equality.
- 3.12.3 The Provider shall otherwise comply with all applicable Law, statutes, statutory instruments, regulations and directions made there under and all guidance issued by the Department for Health, or other Regulatory Body (as appropriate) from time to time, including, but not limited to, health and safety legislation.

### **3.13 Agency/Partnership**

- 3.13.1 Nothing contained in this Agreement shall be construed so as to constitute either Party to be the agent of the other.
- 3.13.2 This Agreement shall not operate so as to create a partnership or joint venture of any kind between the Parties nor operate so as to create a relationship of employer and employee or principal and agent.

### **3.14 Contracts (Rights of Third Parties) Act 1999**

- 3.14.1 A person who is not a Party to the Agreement shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

### **3.15 Intellectual Property**

- 3.15.1 Each Party shall retain the ownership of the Intellectual Property it brings to the Agreement and of the Intellectual Property it generates during the Agreement and either Party may be required to license any Intellectual Property owned by it pursuant to terms and conditions to be agreed between the Parties from time to time.

3.15.2 For the avoidance of doubt, Intellectual Property means all patents, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, moral rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, whether registered or unregistered and including all applications and rights to apply for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

3.15.3 The Authority may use, for the sole purpose of attending the trainings and events all information, software, and materials supplied to it by or on behalf of the Provider. No right or licence is granted to the Authority to copy, publish, or distribute any such information, software or materials without the prior written consent of the Provider.

### **3.16 Invalid Provisions**

3.16.1 If any provision (or part of a provision) of this Agreement is found by a court or other administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in full force and effect.

3.16.2 If any invalid, unenforceable provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intent of the Parties.

### **3.17 Audit Access**

3.17.1 The Parties agree to provide any necessary authorisations to their respective auditors, both internal and external, to disclose any information necessary for the proper conduct of audit work within each organisation.

### **3.18 Policy**

3.18.1 The Provider agrees that it shall deliver the Services determined in Schedule 1 (The Services).

### **3.19 Indemnity**

3.19.1 In addition to any other provisions contained in the Appendices to this Agreement, in so far as the Provider is not covered by the NHS Indemnity Schemes, the Provider shall maintain third party, public liability, employer's liability, clinical negligence, professional indemnity and any other appropriate insurance cover in respect of:

3.19.1.1 Any loss, injury or damage caused by the Provider

3.19.1.2 Any other liabilities that the Provider may have under or pursuant to this Agreement.

3.19.2 The Authority agrees to indemnify the Provider against all losses, liability, damages, costs and expenses (including legal fees and costs) suffered or incurred in connection with any loss or damage to the property, equipment or premises of the Provider as a result of the action or omissions of the Authority or the Delegates (which would include any claims, demands, actions or other proceedings made or brought about by any third party).

3.19.3 Nothing in this Agreement shall exclude or restrict either Party's liability for death or personal injury resulting from the negligence of that Party or its employees while acting in the course of their employment.

3.19.4 Subject to clause 3.21, under no circumstances shall the Provider be liable to the Authority for any of the following, whether in contract, tort (including negligence) or otherwise:

3.19.4.1 any indirect or consequential losses;

3.19.4.2 loss of revenue or anticipated revenue;

3.19.4.3 loss of savings or anticipated savings;

3.19.4.4 loss of business opportunity;

3.19.4.5 loss of profits or anticipated profits; or

3.19.4.6 loss of wasted expenditure.

3.19.5 Subject to clause 3.22.3, the aggregate liability of the Provider to the Authority for any and all breaches of this Agreement (including negligence), or arising in any other way out of this Agreement, or the provision of the Services, will not exceed the Charges.

## **3.20 Warranties**

3.20.1 Each Party warrants and represents that it has the right and authority to enter into and perform its obligations under this Agreement and it has not relied upon any statement or representation made by the other Party in entering into this Agreement which is not expressly included within the terms of this Agreement.

3.20.2 The Authority warrants and represents to the Provider that all Delegates are rightly entitled to attend the Authority's courses, have all necessary visas, permissions and consents required for their stay in the United Kingdom, or any other relevant country and attend the trainings and events.

3.20.3 The Provider does not provide any warranty that:

3.20.3.1 any Delegate will achieve a satisfactory pass rate in any assessment which forms part of the Course; or

3.20.3.2 any Delegate will have any particular degree of competence following attendance of the Course.

3.20.4 Except as set out in this Agreement, all warranties, conditions, terms, undertakings and obligations are excluded to the fullest extent permitted by law.

### **3.21 Bribery Act**

3.21.1 Both Parties agree:

3.21.2 to comply with all applicable laws, statutes, regulations and guidance relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the "Relevant Requirements");

3.21.3 not to engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements if such activity, practice or conduct had been carried out in the UK;

3.21.4 to have and maintain in place throughout the term of this Agreement their own policies and procedures, including adequate procedures under the Relevant Requirements, to ensure compliance with the Relevant Requirements.

### **3.22 Governing Law and Jurisdiction**

3.22.1 The Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes) shall be governed by and interpreted in accordance with English Law.

3.22.2 To the extent this Agreement constitutes a legal contract as described in clause 3.22.1; the Parties agree that this Agreement shall be subject to the exclusive jurisdiction of the Courts of England.

### **3.23 Counterparts**

3.23.1 This Agreement may be executed in any number of counterparts, each of which is an original and which together shall have the same effect as if each Party had signed the same document.

## Schedule 1 — The Services

1 King's will provide access for HEE's London and Kent, Surrey and Sussex (LKSS) Regional Dental Office (henceforth known as HEE) to LonDEC facilities based on the 3rd floor of the Franklin Wilkins Building, Waterloo Campus, King's College London, for the duration of this agreement as follows:

- 80 Days per year: use of Skills Lab and Seminar Room on Wednesday and Thursdays as follows:
  - 10 Days per year to be for Dental Foundation Induction
  - 70 Days per year to be split evenly between Wednesday and Thursdays:
    - Wednesdays for Dental Foundation Training
    - Thursday for Workforce Development Training
- 10 Days per year: use of the Simulation Suite to coincide with the Dental Foundation Induction days. This is to be used for Medical Emergency and Infection Control training during the Dental Foundation Induction period.
- 15 Days per year: use of the Simulation Suite on Wednesdays for Medical Emergency and Infection Control training.

2. The allocated days for use of the Skills Lab, Seminar Room and Simulation Suite facilities for each year commencing 1st September are to be provided to HEE by LonDEC and agreed by both parties before the 1st February of that year.

3. Prior to the 1st February, key dates will be prioritised for HEE, above any other third-party organisations, specifically in relation to Dental Foundation Training to support the effective and safe induction of trainees through access to the Skills Lab, Seminar Room and Medical Emergency Simulation Facilities. Specifically, priority booking over other third party users will be granted across 1st September — 1st December and second week of January — end of June each year.

4. If HEE wish to use LonDEC non-specialist facilities, for example the seminar room, on dates when 3rd party bookings are already in place the Lead Administrator will, in agreement with HEE, explore hire of suitable alternative rooms within Franklin Wilkins Building.

5. King's will purchase consumable materials for courses as outlined in Schedule 2, Clause 2.1. HEE Tutors are to inform LonDEC of course materials and consumable needs 2 weeks in advance of the course start date. All facilities should be fully operational and able to accommodate the full number of planned users.
6. Facilities should be well-presented, including being clean, well-maintained and ready for use at all times, and include access to appropriate IT resources
7. HEE-commissioned speakers and Learners should be offered all reasonable support in maximising the capacity and capability of the centre, this should include flexibility in session duration with support remaining on site for the time that HEE Tutors and Learners are present, for example use of the seminar room by HEE tutors and management team up until 1730 on occasion. Such requirements will be confirmed not less than four weeks in advance and will be utilised no more than on 10 occasions within a contract year. The support provided by LonDEC at all time will comply to NHS values to include dignity and respect and compassion.
8. Specifically during the two weeks of Induction for Dental Foundation Trainees, but also more generally, HEE expects the level of support offered and the availability of administration staff to be sufficient for the activity taking place; if other third party users are also accessing LonDEC at the same time, support should be in proportion to the scale and scope of activities being undertaken and resources used.
9. LonDEC staff must conduct themselves in a responsible and proper manner with due consideration to others, including tutors and learners, and must refrain from any behaviour which would bring HEE into disrepute or be a nuisance or cause discomfort or annoyance to HEE or its learners.
10. Both HEE and LonDEC expect a collaborative approach towards the delivery of the learning objectives from the sessions

## Schedule 2 — Finance

### 2.1 The Charges

2.1.1 HEE will fund LonDEC administration support costs to the value of £70,000 per annum for activity linked to Schedule 4 of this agreement.

2.1.2 The Venue Hire Charges from 1st Sept 2019 to 31st August 2020 will be as follows:

Facility	Unit Price (% reduction from rate card)	Annual volume of activity
Skills Lab and Seminar Room and Breakout Area	£2,094.30 (22%)	80 days
Medical Emergency Training & Infection Control/Decontamination Suite	£984 (20%)	25 days

2.1.3 All Charges shown are exclusive of and subject to VAT.

2.1.4 King's will charge HEE for the actual and reasonable costs of any consumables or other expenses directly incurred in providing the services (including materials and tutor fees paid on HEE's behalf and any other expenses agreed between the parties in advance). For the avoidance of doubt, no overhead or utility costs or any other indirect costs will be attributed to such expenses.

2.1.5 Usage over and above the number of Days set out in Schedule 1 to be at the prevailing commercial weekday hire rate. Additional usage to be booked via the LonDEC Lead Administrator, Course and Conference Organiser.

### 2.2 Payment

2.2.1 Payment in the first year of the agreement will be made in five instalments. The first invoice will be raised immediately after signature to this agreement for 25% of the Administration Support Costs as defined in Clause 2.1.1 above

2.2.2 Subsequent invoices will be quarterly and based on:

A Equal instalments of the remaining 75% of administration support costs,

B Venue charges for the coming quarter based on a forecast of activity planned

C Any adjustment up or down required following actual use of the venue in the previous quarter

D As per Schedule 2, clause 2.1.5 the cost of any consumables or other expenses directly used incurred in providing the Services for the previous quarter, including costs associated with the booking of speakers/tutors.



2.2.3 The value of each quarterly invoice (ie invoices 2, 3, 4 and 5) should be agreed by both HEE and King's and subsequently presented no later than the following dates:

Q1 Ending 30<sup>th</sup> November to be agreed by 15<sup>th</sup> October. Invoice to be received by HEE before end of October.

Q2 Ending 28<sup>th</sup> February to be agreed by 15<sup>th</sup> January. Invoice to be received by HEE before end of January.

Q3 Ending 31<sup>st</sup> May to be agreed by 15<sup>th</sup> April. Invoice to be received by HEE before end of April.

Q4 Ending 31<sup>st</sup> August to be agreed by 15<sup>th</sup> July. Invoice to be received by HEE before end of July.

2.2.4 Invoices should be sent to the following address:

HEALTH EDUCATION ENGLAND  
T73 PAYABLES F485  
XXVROWLANDS  
PHOENIX HOUSE  
TOPCLIFFE LANE  
WAKEFIELD  
WF3 1WE

2.2.5 Payments will be made within thirty (30) days of receipt by the Authority of an invoice from the Provider outlining the Services and period it relates to, except where there is a dispute in relation to such invoice.

## Schedule 3 — Conditions of Hire

3.1 The normal LonDEC terms and conditions apply to HEE (as included in Appendix A), with the exception of the following:

### Bookings and Deposits

3.2 Clause 1.b of the LonDEC terms and conditions reads: "Bookings are subject to availability and are provisional until confirmed by the option date, normally three months before the date of the event, and as specified in the provisional booking email issued by a member of London Dental Education Centre ("LonDEC") staff and by payment of a refundable deposit amounting to 25% of the room-hire. This will be deductible from the overall room hire on completion of the course subject to any expenses or damages. The Organiser will inspect the facility both before and following the event with a member of LonDEC staff in order to conduct inventories. Damages will be charged accordingly."

3.3 As per Clause 1.2 and 1.3 of this agreement above, priority booking will be held until 1st February each year. Bookings made by this point should be deemed confirmed and not provisional. As all funding is governed by this agreement, no payment of a deposit to any value is required. Therefore Clause 1.b of the LonDEC terms and conditions is superseded by this agreement and redundant.

3.4 Furthermore as all funding is governed by this agreement and no deposit is required, any reference to a deposit is invalidated including Clauses 1.c and 1.d of the LonDEC terms and conditions.

### Cancellation:

3.5 Clause 2.a of the LonDEC terms and conditions reads: "The Organiser shall notify the College in writing of any cancellation of a booking and the following charges shall be payable in respect of the cancelled booking:

12 weeks notice or less:	25% of deposit
8 weeks notice or less:	50% of deposit
4 weeks notice or less:	75% of deposit
2 weeks notice or less:	100% of deposit"

3.6 In the event of HEE cancelling a session there will be no monies owned by HEE to LonDEC as an additional session will be booked, according to availability, at a later date to ensure that the full allocation of training days stipulated by this agreement is utilised by HEE. With prior notice, up to a maximum of 4 Skills Lab and Seminar Room days may be deferred to the next contract year for utilisation by 31st December of that contract year.

3.7 Clause 2.b of the LonDEC terms and conditions reads: "The College reserves the right to cancel any bookings at any time and for any reason including but not limited to:

- If the Area (or any part of the Area or associated buildings) is closed due to fire, maintenance requirements, dispute with employees, order of any public authority or any other circumstances beyond the College's reasonable control. (In such event, the deposit paid would be refunded in full.)
- If due to unavoidable circumstances, support staff are not available
- If the Organiser becomes bankrupt or insolvent or enters into liquidation or receivership.
- If the Organiser is more than 30 days in arrears in respect of payment due to the College for previous services or bookings.
- If the booking might in the opinion of the College prejudice the reputation of the College or of the University of London.
- Neither the College nor the University of London shall be liable for any inconvenience or loss caused to any party as result of such cancellation. It is essential that Organiser or Delegates concerned check in advance that their personal insurance adequately covers such losses."

3.8 In the context of this agreement LonDEC may only cancel a booking for the following reasons:

- If the Area (or any part of the Area or associated buildings) is closed due to fire, maintenance requirements, dispute with employees, order of any public authority or any other circumstances beyond the College's reasonable control. (In such event, the deposit paid would be refunded in full.)
- If the Organiser becomes bankrupt or insolvent or enters into liquidation or receivership.
- If the booking might in the opinion of the College prejudice the reputation of the College or of the University of London.

3.9 Clause 2.c of the LonDEC terms and conditions reads: "The College reserves the right to increase its charges before an event, but not without notifying the Organiser. If the College does increase the charges, the Organiser shall be given an opportunity to cancel the booking without loss of deposit."

3.10 Under the terms of this agreement, the costs confirmed within supersede this clause and no increase to charges may be made.

#### Charges and Payments

3.11 Section 3 Charges and 4 Payment of the LonDEC terms and conditions are superseded by the relevant sections of this agreement

#### HEE Responsibilities

3.12 HEE will ensure that each delegate will:

3.12.1 co-operate with LonDEC in all matters relating to the provision of the services

- 3.12.2 comply with any policy, regulation, code of practice, or instruction from LonDEC including access to premises under the control of LonDEC and use of any equipment.
- 3.12.3 comply with all applicable health and safety, security and other legislation which may be in force from time to time
- 3.12.4 keep all premises and equipment to which access is provided in good condition
- 3.13 HEE will ensure that each delegate holds sufficient qualifications or background knowledge to enable them to fully attend the training and events
- 3.14 HEE will provide any information or other resources that LonDEC may reasonably require to deliver the services and ensure that such information is accurate at the point in time
- 3.15 HEE will be responsible for all travel, immigration, accommodation and other similar arrangements to enable delegates to attend training and events, as appropriate. For the avoidance of doubt, where such arrangements are not appropriate the responsibility is with the delegate, not LonDEC.
- 3.16 HEE will notify all delegates in writing of their obligations under this Agreement and ensure each delegate complies with those obligations.
- 3.17 LonDEC will not be in breach of this Agreement or liable for any costs, charges or losses incurred by HEE as a result of LonDEC's performance of its obligations under the Agreement being prevented, delayed or materially affected by any act or omission of HEE, its agents, subcontractors or employees. HEE will meet reasonable costs, charges or losses incurred by LonDEC arising out of any act or omission of HEE, its agents, subcontractors or employees.

## **Schedule 3 Appendix A — Standard Terms and Conditions of Hire**

### **1. Bookings & Deposits**

- a. All bookings must be made by the organisation which is organising the event or if there is no organisation organising the event, by a representative of the group (the "Organiser") which shall be the contracting party for the purposes of the booking contract with the College. The Organiser shall be responsible and accountable to the College for the actions of the attendees of the event (the "Delegates").
- b. Bookings are subject to availability and are provisional until confirmed by the option date, normally three months before the date of the event, and as specified in the provisional booking email issued by a member of London Dental Education Centre ("LonDEC") staff and by payment of a refundable deposit amounting to 25% of the room-hire. This will be deductible from the overall room hire on completion of the course subject to any expenses or damages. The Organiser will inspect the facility both before and following the event with a member of LonDEC staff in order to conduct inventories. Damages will be charged accordingly.
- c. If no deposit has been received by the 3-month option date, the College reserves the right to release the rooms booked and to offer the rooms to other interested parties. The College reserves the right to charge such other amount as a deposit on a case-by-case basis. Such charges would be notified to the Organiser at the time the booking is confirmed by a member of LonDEC staff.
- d. In the instance of cancellation by the user, deposits are non-refundable and date specific. Should your event be postponed transferral of any deposit will be at the discretion of the Conference Coordinator (King's College London) and is not guaranteed.

### **2. Cancellation**

- a. The Organiser shall notify the College in writing of any cancellation of a booking and the following charges shall be payable in respect of the cancelled booking:

12 weeks notice or less:	25% of deposit
8 weeks notice or less:	50% of deposit
4 weeks notice or less:	75% of deposit
2 weeks notice or less:	100% of deposit

LonDEC will acknowledge all cancellations in writing.

- b. The College reserves the right to cancel any bookings at any time and for any reason including but not limited to:
  - If the Area (or any part of the Area or associated buildings) is closed due to fire, maintenance requirements, dispute with employees, order of any public authority or any other circumstances beyond the College's reasonable control. (In such event, the deposit paid would be refunded in full.)
  - If due to unavoidable circumstances, support staff are not available
  - If the Organiser becomes bankrupt or insolvent or enters into liquidation or receivership.
  - If the Organiser is more than 30 days in arrears in respect of payment due to the College for previous services or bookings.
  - If the booking might in the opinion of the College prejudice the reputation of the College or of the University of London.

- Neither the College nor the University of London shall be liable for any inconvenience or loss caused to any party as result of such cancellation. It is essential that Organiser or Delegates concerned check in advance that their personal insurance adequately covers such losses.

c. The College reserves the right to increase its charges before an event, but not without notifying the Organiser. If the College does increase the charges, the Organiser shall be given an opportunity to cancel the booking without loss of deposit.

### **3. Charges**

Charges quoted for all day bookings as detailed in our price lists.

### **4. Payment**

a. Payment for bookings must be made within 30 days of the date of invoice. If payment remains unpaid after the 30 days, the following scale of charges will become payable.

Outstanding for 30 days	2.5% of the balance due
Outstanding for 60 days	5% of the balance due
Outstanding for 90 days or more	15% of the balance due

b. In all cases of non-payment the College will take the appropriate legal action to recover the outstanding debt and shall be entitled to recover all its costs, damages and legal expenses (on a full indemnity basis) from the Organiser concerned.

### **5. Liability & Insurance**

a. Neither the College nor the University of London shall be liable for any claim for injury, loss of or damage to property suffered by the Organiser or Delegates or for any claims or damages whatsoever, including that resulting from unavailability of or variation to accommodation, facilities or services. Such individuals and Delegates shall ensure that they maintain adequate insurance cover in respect of any injury, loss or damage, which they may suffer.

b. Delegates shall keep the conference rooms, facilities and their contents (whichever is being hired) in good condition. The cost of any loss or damage, including the cost of any additional cleaning of the rooms and communal areas (fair wear and tear excepted), will be charged to the Organiser.

c. The Organiser shall indemnify the College for all loss, damages, claims, costs and expenses incurred or suffered by the College arising as a result of the bookings or use of the rooms, conference rooms and facilities and, in respect of any claims made against the College as a result of the use of the rooms and facilities.

d. The College's Public/Product Liability insurance policy covers legal liability arising in connection with the use of College facilities. Delegates shall not do anything or permit anything to be done as a result of which any policy of insurance affected by the College with regard to the facilities or accommodation hired may become void or voidable or as a result of which the rate of premium on any such policy may be increased.

### **6. Publicity**

a. Unless written authority is provided by the College, its name or logo is not to be used on any publicity material or press reports for non-university events. No publicity materials may be affixed to any College building without the prior consent of the College.

b. The College does not have a Public Performance Licence. No sale of tickets or goods is permitted on its premises.

## **7. General**

- a. The College reserves the right of entry to all rooms by authorised members of College staff. In particular the College reserves the right of entry to rooms to inspect their condition and for any cleaning or maintenance or to carry out repairs or in an emergency.
- b. In the event that any "High profile" speaker, guest or delegate is expected to attend an event or conference, the Organiser must inform the College at least 7 days before the event or conference. The College reserves the right to refuse admission to such individuals if their presence is deemed not to be in the best interests of the College.
- c. Smoking is not permitted throughout the College, including common areas including corridors, lifts and stairwells.
- d. The facilities must only be used for the purposes hired and not for any other purpose whatsoever. Pets shall not be allowed in the College premises.
- e. Delegates/guests must conduct themselves in a responsible and proper manner with due consideration to others and must refrain from any behaviour which would bring the College into disrepute or be a nuisance or cause discomfort or annoyance to the College.
- f. Guests/delegates must dispose of rubbish properly and shall not place or leave any rags, rubbish, refuse or other substances in any part of the College and shall not cause any obstruction in sinks, corridors and other parts of the College.
- g. Guests shall not use or permit the College premises to be used for any illegal or immoral purpose.
- h. The College reserves the right to decline any application for hire of its facilities or accommodation.
- i. Bookings are only accepted by event organisers/delegates aged 18 and over.
- j. Self-catering or use of alternative caterers is not permitted at any King's College venue unless permission has been received in writing from the Conference Coordinator. Fines will be applicable for breach of contract.

## **8. Health & Safety**

- a. All guests must familiarise themselves with the fire regulations in operation and the position of the nearest fire exit. If the fire alarms sound, guests must vacate the area/building by the nearest exit and must not re-enter the area/building until instructed to do so. Lifts are not to be used during emergency evacuations.
- b. Hazardous or dangerous items may not be brought onto College premises without prior written permission.
- c. Illegal substances may not be brought onto College premises under any circumstances.

## **9. Training and technical facilities**

- a. All meetings organisers and tutors using the equipment in the facility will be expected to have an introductory period of training prior to use.
- b. Reasonable use of telephone facilities will be available at the discretion of College staff on-site.

The College may change these terms and conditions without further notice to you and we recommend you check the terms and conditions at time of booking.

These terms and conditions shall be governed and interpreted in accordance with English law, and you consent to the non-exclusive jurisdiction of the English courts.



## Schedule 4 — Administration Support

- 4.1 Funding is provided for administration support in conjunction with the training delivery at the centre with the aim of ensuring all delegates and speakers who attend HEE activity at LonDEC have a positive experience. Such support should be delivered in accordance with NHS Values.
- 4.2 LonDEC will identify administration resource (henceforth the administrator) to the equivalent of 1.5 Full Time Equivalent staffing to meet this requirement. Delivery will require close working with HEE and the identification of annual objectives to include, but not be restricted to, the following.
- 4.3 LonDEC will assume that the administrator will be available to HEE at all reasonable times to facilitate the provision of the services (as defined in Schedule 1 and 4), including attending quarterly business meetings with HEE to enable and deliver the effective day-to-day running of Dental training activity at the centre. The centre will need to ensure there is adequate cover from the wider team for periods of annual leave or sickness.
- 4.4 For CPD Training, The Administrator undertakes all speaker liaison activities to ensure the speaker is secured and support for the session in question, including sending out speaker engagement forms to book speakers/plan CPD, providing speaker fees and policy guidance notes. Documentation for these activities will be provided by HEE and either refreshed or confirmed as still valid for the coming year by April
- 4.5 Speakers and delegates will be emailed standard emails providing key information including locations, timings and other supporting details four weeks and then one week ahead of training sessions. Email content will be provided by HEE and either refreshed or confirmed as still valid for the coming year by April.
- 4.6 For Dental Foundation Training the Administrator will as standard:
- 4.7 Maintain, develop and update Contact lists including:
- To include mobile numbers, e-mail and postal addresses (home and work) for all the groups below:
  - Trainers
  - Trainees
  - Speakers list from study day programme
  - Ensure correct details for contract managers for each of the training practices are kept up dated
- 4.8 Produce and circulate Study Day Programme, Confirm with the Associate Dean for Workforce and Foundation
- Confirm training events, dates, venues on a weekly basis
  - Ensure speakers are reminded 6, 3 and 1 month in advance

- Ensure Presentations from speakers that have been provided by email at least 1 week ahead of the course are pre-loaded onto the AV system. Presentations on USB or other data devices can be loaded on the morning of the course
- Ensure Handouts from speakers provided at least 1 week prior to the course start date are pre-printed
- Ensure all equipment and materials that have been requested by the speaker 1 month before the course start date are arranged 1 week in advance of any study days at the Dental Education Centre
- Ensure speaker payment methods are confirmed and authorised prior to speaker payment claim form submission
- Ensure speaker has up to date information regarding study day timings and venue, travel and parking arrangements
- Remind all FD's and trainers of the study day events by email at least one week in advance
- Ensure that FD's are made aware of arrangements for tea/coffee/ comfort breaks and lunch at the beginning of the study day
- Send FD's details of timings; venues; travel; parking and accommodation (where relevant) for any study days outside of your Dental Education centre.

4.9 Maintain and record attendance records, including

- Keep record of attendance for all FD's
- Keep a record of attendance for all trainers at study days; trainer meetings; other DFT activity (monitor 14 sessions)
- Submit these records to TPD as and when required
- Any training events missed by the FD's must be reported to the Associate Dean for Workforce and Foundation and a record of the remedial/alternative CPD must be requested/logged.

4.10 Provide function around FP84 forms, including:

- Generate FP84 forms for all study day programme events
- Ensure that the FD's are aware of which LAT and where to submit these to claim travel and subsistence
- Only submit FP84 forms for events outside of your Dental Education Centre if you have proof of attendance and exact CPD hours
- Generate FP84 forms for trainers who attend the study days.

4.11 Provide Training Programme Director support, including:

- Ensure TPD is aware of and help TPD to rectify any issues with
- Speakers
- Venues
- Equipment
- Materials
- Hand outs
- FP84 claim forms
- Non-attendance of FD's
- Tea/Coffee/Lunch arrangements.

4.12 If HEE requires any additional activities or services to be undertaken by the administrator or wishes to increase the number of delegates, the change must be

provided in writing. LonDEC will advise whether the change can be implemented within the scope of the existing agreement or whether a variation to this contract, including Schedule 2 Finance, is required. Any variation to the contract must be in accordance with Clause 3.5 above.

## **Schedule 5 — Contract Review and Reporting**

- 5.1 LonDEC will meet a minimum of quarterly with HEE to review performance and plan resources for the coming period.
- 5.2 Ahead of the quarterly meetings, LonDEC will prepare detailed performance reports based on the above metrics using a format of reporting template as provided by HEE.
- 5.3 If deemed necessary, HEE reserves the right to increase the frequency of reporting in order to provide assurance of performance.

## **Schedule 6 — LonDEC, Faculty of Dentistry, Oral & Craniofacial Sciences Privacy Notice**

6.1 This Privacy Notice should be sent to all delegates to LonDEC by the party to this Agreement collecting delegate data. In accordance with Clause 10 Confidential Information above it outlines how delegate information will be processed by LonDEC.

6.2 Privacy Notice text in full:

We are LonDEC part of the Faculty of Dentistry, Oral and Craniofacial Sciences, King's College London. If you need to contact us about this privacy notice, please write to Bill Sharpling, Associate Dean (CPD), at [bill.sharpling@kcl.ac.uk](mailto:bill.sharpling@kcl.ac.uk)

We process your personal information to allow you to attend CPD courses, provide confirmation letters of attendance and bookings or hiring's and to inform tutors involved in teaching on courses. These can be either LonDEC courses or courses arranged by an external agency, but coordinated by LonDEC.

Data protection legislation allows us to use your personal information in this way because [it is required to deliver an agreement we have with you as a programme participant on a LonDEC or other agency course taking place at LonDEC. In our assessment, this will unlikely result on any impact on you and will therefore not override the benefits of the processing.]

We will store your information safely for two academic years (August-July) from the academic year of course delivery. We will not share your information with external organisations not involved in the course delivery. On rare occasions, we may be required or permitted to share personal information by law (e.g for law enforcement purposes).

To find out more about how the university deals with your personal information, including your rights and who to contact if you have a concern, please see the university's core privacy notice at <https://www.kcl.ac.uk/terms/privacy.aspx>

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