drb Schools and Academies Services Limited

Consultancy Terms

Version: August 2026 v3

These terms apply to services provided by **drb Schools and Academies Services Limited**, a company registered in England and Wales under company number **09372668**, whose registered office is at **55 Colmore Row, 3rd Floor, Birmingham, West Midlands, England, B3 2AA** ("**drb**", "**we**", "**us**" or "**our**").

The school, academy trust, local authority or other organisation named in the Consultancy Agreement is referred to as the "**Client**" or "**you**".

1. The contract

1.1 Your signed Consultancy Agreement, its Schedule of Services, these terms and, where applicable, the drb Master Data Processing Schedule together form the contract between us.

1.2 If there is a conflict between those documents, the following order applies:

a. any written variation specifically agreed by both parties;
b. the Consultancy Agreement (Service Level Agreement or SLA) and Schedule of Services;
c. the Master Data Processing Schedule, for data-processing matters; and
d. these terms.

1.3 The contract starts on the date stated in the Consultancy Agreement or, if no date is stated, when it is signed by both parties.

1.4 A material change to the contract must be agreed in writing by authorised representatives of both parties.

1.5 The arrangement is non-exclusive. Either party may provide or obtain similar services elsewhere, but this does not reduce the fees payable under the contract.

2. Our services

2.1 We will provide the services described in the Consultancy Agreement and Schedule of Services with reasonable care and skill.

2.2 We may provide services:

a. at your premises;
b. remotely;
c. by telephone or email; or
d. through a combination of these methods,

where we reasonably consider this appropriate.

2.3 We may use another suitably qualified member of the drb team or an appropriately appointed specialist to provide all or part of the services.

2.4 Named consultants are not guaranteed. Where reasonably necessary, we may replace a consultant with another consultant who has suitable skills and experience.

2.5 If we cannot attend an agreed appointment, we will give as much notice as reasonably possible and offer a replacement consultant, an alternative date or another suitable method of delivery.

2.6 Any timescale we give is an estimate unless the Consultancy Agreement expressly states that it is a fixed deadline.

2.7 We are not obliged to provide work outside the agreed scope. Additional work is subject to our agreement and may be charged separately.

3. What we need from you

3.1 You will:

a. give us timely access to the people, premises, systems, records and information reasonably needed to provide the services;
b. ensure that information supplied to us is complete, accurate and not misleading;
c. tell us promptly about anything that may materially affect our work;
d. provide suitable working facilities and system access where required;
e. ensure that your premises and working arrangements are safe; and
f. obtain any approvals or permissions needed for us to carry out the work.

3.2 You remain responsible for:

a. managing and operating your organisation;
b. decisions made by your trustees, governors, leaders and employees;
c. meeting your statutory, regulatory, funding and governance obligations;
d. deciding whether and how to act on our advice;
e. checking and approving important information, transactions and decisions; and
f. implementing any recommendations.

3.3 Unless the Consultancy Agreement expressly says otherwise, our role is advisory. We do not take over the responsibilities of the trust board, governing body, accounting officer, chief financial officer, headteacher, principal or any other office-holder.

3.4 We are not responsible for delay, additional work or loss caused by:

a. inaccurate, incomplete or late information;
b. lack of access or co-operation;
c. acts or omissions of the Client or another supplier; or
d. circumstances outside our reasonable control.

We may charge for reasonable additional work caused by any of these matters, but will discuss this with you first.

4. Advice, models and reports

4.1 Our work is based on:

a. the scope agreed with you;
b. the information available to us at the time;
c. assumptions reasonably used or agreed for the work; and
d. the law, funding arrangements, guidance and regulatory requirements in force at the time.

4.2 You must tell us promptly if material information is incorrect, incomplete or has changed.

4.3 Financial forecasts, staffing projections, workforce models and budget scenarios are intended to support decision-making. They do not guarantee future:

a. funding;
b. income or expenditure;

c. staffing requirements;
d. financial performance; or
e. regulatory outcomes.

4.4 Where we input or update staffing, payroll-related or financial information, we do so using information supplied or approved by you. You remain responsible for:

a. checking the accuracy of the information;
b. approving changes;
c. authorising transactions and payments; and
d. making payroll, staffing, employment and financial decisions.

4.5 Reviews, internal scrutiny and assurance work may involve sampling. Unless expressly agreed otherwise, they are not a complete examination of every transaction, record, system or risk.

4.6 Our work must not be relied upon as a guarantee that every fraud, error, weakness or irregularity will be prevented or identified.

4.7 We do not guarantee:

a. any particular inspection, audit, regulatory or funding outcome;
b. that an auditor, regulator, court or public authority will agree with our advice; or
c. any particular financial saving or commercial result.

4.8 Reports and advice are prepared for the Client and for the agreed purpose. No other person may rely on them without our prior written agreement.

4.9 You may provide our reports to your trustees, governors, auditors, professional advisers, regulators, funding bodies or public authorities where reasonably required. This does not make us responsible to those third parties.

4.10 Our services do not include specialist legal, tax, investment, actuarial or other regulated professional advice unless the Consultancy Agreement expressly says that they do.

5. Fees and payment

5.1 You will pay the fees stated in the Consultancy Agreement, together with VAT at the applicable rate.

5.2 Unless the Consultancy Agreement states otherwise:

a. invoices are payable within 14 days of the invoice date; and
b. fees must be paid without set-off, counterclaim or deduction, except where required by law.

5.3 Payment by instalments is a payment arrangement only. It does not make the contract monthly or reduce the total fee payable for the agreed service period.

5.4 We may charge separately for:

a. agreed work outside the original scope;
b. additional work requested by you; and
c. reasonable expenses agreed in advance.

5.5 If an invoice is overdue, we may:

a. charge statutory interest, compensation and reasonable recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998; and
b. suspend some or all services after giving reasonable written notice.

5.6 Suspension does not remove your obligation to pay sums already due.

5.7 You must raise any genuine invoice query promptly. Any undisputed part remains payable by the due date.

6. Changes, appointments and cancellations

6.1 Either party may propose a change to the services, timetable or delivery arrangements.

6.2 No material change takes effect until it is agreed in writing.

6.3 Where a change affects the work, fee or timetable, we will explain the effect before it is agreed.

6.4 We may make a minor operational change without formal variation where it does not materially reduce the service or increase the fee.

6.5 We may make changes reasonably needed to respond to changes in law, government policy, regulatory requirements or professional standards. We will tell you where this materially affects the service or fee.

6.6 Each party will give reasonable notice where an agreed appointment needs to be rearranged.

6.7 If you cancel or postpone at short notice, we will try to rearrange the work or use the allocated time for other agreed work for you.

6.8 If we cannot reasonably reuse the time, we may treat the appointment as delivered or charge for reasonable time and costs already committed. Any charge will be proportionate to the loss or cost reasonably incurred.

7. Confidentiality and data protection

7.1 Each party will keep the other party's confidential information secure and will not disclose it except:

a. to employees, contractors or professional advisers who need it and are subject to confidentiality obligations;
b. with the other party's permission;
c. where disclosure is required by law, a court, an auditor, a regulator or a public authority; or
d. where the information is already lawfully public.

7.2 We may share confidential information within drb where reasonably necessary to provide, manage, quality-assure or insure our services.

7.3 These confidentiality obligations continue after the contract ends.

7.4 Nothing in the contract prevents either party from reporting safeguarding concerns, suspected wrongdoing or making another disclosure permitted or required by law.

7.5 Each party will comply with applicable data-protection law, including the UK GDPR and the Data Protection Act 2018.

7.6 Where we process personal data on your behalf, the **drb Master Data Processing Schedule** forms part of the contract.

7.7 You are responsible for ensuring that personal data supplied to us:

a. has been collected and shared lawfully;
b. is limited to what is reasonably necessary;
c. is accurate so far as reasonably practicable; and
d. is accompanied by any relevant handling restrictions or instructions.

7.8 Each party will notify the other without undue delay of a personal-data breach relating to the services where notification is reasonably required.

The separate processing schedule is necessary because Article 28 processor contracts require specific provisions on instructions, confidentiality, security, sub-processors, compliance assistance, return or deletion and audits.

8. Safeguarding, premises and security

8.1 When working at your premises, our personnel will comply with reasonable safeguarding, health and safety, security and access requirements notified to us.

8.2 You must tell us about any particular site risk, safeguarding arrangement or security requirement relevant to our work.

8.3 You remain responsible for your statutory safeguarding arrangements, safeguarding decisions, referrals and single central record unless a specific responsibility is expressly assigned to us in writing.

9. Intellectual property

9.1 Each party keeps ownership of the materials, systems, information and intellectual property it owned or developed independently of the contract.

9.2 Unless expressly agreed otherwise, drb owns:

a. its methodologies, templates, models, formulae, tools and working papers;
b. its standard reports and materials;
c. its know-how and processes; and
d. improvements or developments to those materials.

9.3 Once the relevant fees have been paid, we give you a permanent, non-exclusive and non-transferable licence to use materials produced specifically for you for your own internal educational, governance and operational purposes.

9.4 You must not, without our written permission:

a. sell or commercially exploit our materials;
b. remove our branding or copyright notices;
c. publish them for general third-party use; or
d. allow another consultancy to reproduce or adapt our proprietary templates or models.

9.5 We may use our methods, templates, models, calculations, general learning and know-how for other clients, provided that we do not disclose your confidential information or personal data.

10. Liability

10.1 Nothing in the contract excludes or limits liability for:

a. death or personal injury caused by negligence;
b. fraud or fraudulent misrepresentation; or
c. any liability that cannot lawfully be excluded or limited.

10.2 Subject to clause 10.1, neither party is liable to the other for:

a. loss of profit, income, revenue, business, anticipated savings or opportunity;
b. loss of reputation or goodwill; or
c. indirect or consequential loss.

10.3 Clause 10.2 does not exclude sums properly due under the contract or reasonable direct costs of remedying a proven breach.

10.4 Subject to clause 10.1, drb's total liability arising from or connected with the contract, whether in contract, negligence, misrepresentation, breach of statutory duty or otherwise, will not exceed:

125% of the total fees paid or payable under the relevant Consultancy Agreement.

10.5 The cap in clause 10.4 applies to all claims arising from or connected with the contract, including claims relating to confidentiality, data protection and intellectual property, except for liability that cannot lawfully be limited.

10.6 We are not liable to the extent that loss results from:

a. inaccurate, incomplete, late or misleading information;
b. assumptions supplied or approved by you;
c. your failure to check information, models or reports;
d. your failure to follow or properly consider our advice;
e. a decision made by you or a third party;
f. action outside the agreed scope;
g. changes in law, guidance, funding or circumstances after our work was completed; or
h. a matter you did not bring to our attention.

10.7 Each party must take reasonable steps to avoid or reduce any loss.

10.8 Nothing in the contract transfers to drb any statutory, financial or governance responsibility that legally remains with the Client or its trustees, governors, accounting officer or other office-holder.

The exceptions in clause 10.1 and the reasonableness of the remaining liability restrictions reflect the controls imposed by the Unfair Contract Terms Act 1977.

11. Insurance

11.1 We will maintain insurance that we reasonably consider appropriate for the services.

11.2 Evidence of relevant cover will be provided on reasonable request.

12. Staff and non-solicitation

12.1 Each party remains solely responsible for its own employees, workers and contractors. Nothing in the contract creates an employment, agency, partnership or joint-venture relationship between the parties.

12.2 During the contract and for six months after it ends, neither party will directly and knowingly solicit for employment or engagement an employee or consultant of the other party who:

a. was materially involved in providing or receiving the services; and
b. had material contact with the soliciting party through that work.

12.3 Clause 12.2 does not prevent:

a. recruitment through a genuine general advertisement not targeted at the individual;
b. an unsolicited approach made independently by the individual; or
c. recruitment agreed in writing by both parties.

13. Ending the contract

13.1 The contract ends automatically at the end of the service period unless the parties agree an extension or renewal in writing.

13.2 Either party may end the contract immediately by written notice where the other party:

a. commits a serious breach that cannot be remedied;
b. fails to remedy another material breach within 30 days of written notice;
c. repeatedly breaches the contract;
d. becomes insolvent or ceases, or threatens to cease, carrying on its activities; or
e. acts unlawfully in connection with the services.

13.3 We may suspend or end the services immediately where continuing would:

a. create a serious legal, safeguarding, regulatory, ethical or security risk;
b. require us to act unlawfully or contrary to a professional obligation; or
c. create a material conflict of interest that cannot reasonably be managed.

13.4 Unless the Consultancy Agreement expressly provides otherwise, a fixed-term contract cannot be ended early merely because a party no longer wishes to continue.

13.5 Where the parties agree an early end:

a. fees for work already provided remain payable;
b. you will pay reasonable committed costs that cannot be avoided; and
c. any reduction or refund will reflect work not delivered and costs reasonably saved.

13.6 Clauses concerning payment, confidentiality, data protection, intellectual property, liability and any other provision intended to continue will survive termination.

14. Events outside either party's control

14.1 Neither party is responsible for delay or failure caused by an event outside its reasonable control, including severe weather, fire, flood, epidemic, industrial action, transport disruption, utility failure, cyber incident, government action or failure of essential systems.

14.2 The affected party will:

a. notify the other as soon as reasonably possible;
b. take reasonable steps to reduce the effect; and
c. resume performance when reasonably able.

14.3 If the event continues for more than 60 days and materially prevents the services, either party may end the affected services by written notice. Fees remain payable for work already provided and unavoidable costs properly incurred.

15. General terms

15.1 **Entire agreement and reliance.** The contract records the entire agreement between the parties about the services and replaces earlier discussions, proposals and correspondence.

Each party confirms that it has not relied on any statement or promise that is not recorded in the contract. Nothing in this clause excludes liability for fraud or fraudulent misrepresentation.

15.2 **Assignment.** Neither party may transfer the contract without the other party's written consent, which must not be unreasonably withheld or delayed. We may transfer it as part of a genuine merger, group reorganisation or sale of our business, provided that this does not materially reduce your rights.

15.3 **Subcontracting.** We may use suitable subcontractors but remain responsible for the services they provide on our behalf.

15.4 **Third-party rights.** A person who is not a party to the contract has no right to enforce it under the Contracts (Rights of Third Parties) Act 1999.

15.5 **Waiver.** A delay in enforcing a right does not mean that the right has been waived.

15.6 **Severance.** If any provision is invalid or unenforceable, the remainder of the contract will continue. The affected provision will be modified only so far as necessary to make it lawful and enforceable.

15.7 **Notices.** Formal notices must be sent by email or post to the contact details in the Consultancy Agreement or to updated details notified in writing.

An email is treated as received on the next working day unless a delivery-failure message is received. First-class post is treated as received two working days after posting.

15.8 **Governing law and courts.** The contract is governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction.