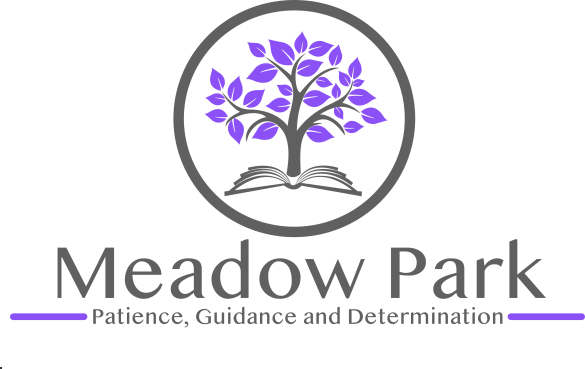
**Placement Request**

**(Please highlight which programme you are applying for)**

**KS1**

**KS2**

**KS3**

**KS4**

All sections of the form must be completed providing as much information as possible to aid the process and ensure the school are fully informed and able to reach a decision in the best interests of the pupil. Missing or lack of information will delay or prevent the application from being processed.

|  |  |  |
| --- | --- | --- |
| **Referring school** |  | |
| **Named Key Link Staff Member** |  | |
| **Telephone Number** |  | |
| **Email Address** |  | |
|  | | |
| **REFERRAL PROCESS** |  | |
| **Application form submitted by** |  | |
| **Meeting at Meadow Park with a representative from referring school, student and parent.** |  |  |
| **Induction completed- Start date given** | Yes | No |
| **Home School informed** | Yes | No |
| **Transport organised** | Yes | No |
| **SLA signed** | Yes | No |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **EDUCATIONAL INFORMATION** | | | | | | | | |
|  | | **Name of School** | | | | | **Dates** | |
| Previous Primary Schools | |  | | | | |  | |
|  | | | | |  | |
|  | | | | |  | |
| Previous Secondary Schools | |  | | | | |  | |
|  | | | | |  | |
|  | | | | |  | |
| Any other off site providers | |  | | | | |  | |
|  | |  | | | | |  | |
| **PERSONAL PUPIL DETAILS** | | | | | | | | |
| Unique Pupil Number | | |  | | | | | |
| Full Name | | |  | | | | | |
| Year Group | | |  | | | | | |
| Date of Birth | | |  | Sex | | **M** | | **F** |
| Address | | |  | | | | | |
| Postcode | | |  | | | | | |
| Primary Spoken Language | | |  | | | | | |
| Ethnicity | | |  | | | | | |
| Religion/Belief | | | **Yes** | | | **No** | | |
| Pupil is a Child Looked After | | | **Yes** | | | **No** | | |
| Pupil is on a Child Protection Plan | | | **Yes** | | | **No** | | |
| Entitled to Free School Meal | | | **Yes** | | | **No** | | |
| **PARENT/ GUARDIAN DETAILS** | | | | | | | | |
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|  | | | | | | | | |
| **PUPIL’S SIBLING INFORMATION** | | | | | | | | |
| **Name** | **School Year** | | | | **Name of School** | | | |
|  |  | | | |  | | | |
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| **Pupil Profile** | | | | | | | | | | | | | | | | | | | | | | | |
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| **ACADEMIC PROFILE** | | | | | | | | | | | | | | | | | | | | | | | |
| **Subject** | | | | **Current National Curriculum Level** | | | | | | | | **Does pupil engage well?** | | | | | | | | | | | |
| English | | | |  | | | | | | | | Yes/No | | | | | | | | | | | |
| Maths | | | |  | | | | | | | | Yes/No | | | | | | | | | | | |
| Science | | | |  | | | | | | | | Yes/No | | | | | | | | | | | |
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| **Attendance** | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | **% Attendance** | | | **% Authorised Absence** | | | | | | | **% Unauthorised Absence** | | | | |
| Current School Year 20 / | | | | | | | | |  | | |  | | | | | | |  | | | | |
| Previous School Year 20 / | | | | | | | | |  | | |  | | | | | | |  | | | | |
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| **Placement** | | | | | | | | | | | | | | | | | | | | | | | |
| (Please specify the benefits you feel would be gained for this intervention) | | | | | | | | | | | | | | | | | | | | | | | |
| **What specifically has led to this referral?** | | | | | | | | | | | | | | | | | | | | | | | |
| (Please provide as much detail as possible) | | | | | | | | | | | | | | | | | | | | | | | |
| **Description of Pupil’s Needs** | | | | | | | | | | | | | | | | | | | | | | | |
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| **Areas of Concern** | | | | | | | | | | | | | | | | | | | | | | | |
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| **Areas for Personal Development** | | | | | | | | | | | | | | | | | | | | | | | |
| **Please tick the 2 areas most in need of development.** | | | | | | | | | | | | | | | | | | | | | | | |
| Controlling emotions | | |  | | | Improving communication | | | | | | |  | | Anger Management | | | | | | | |  |
| Making wise choices | | |  | | | Setting goals | | | | | | |  | | Personal insight | | | | | | | |  |
| Taking responsibility | | |  | | | Improving self esteem | | | | | | |  | | Assertiveness | | | | | | | |  |
| Stress management | | |  | | | Developing empathy | | | | | | |  | | Problem Solving | | | | | | | |  |
| Awareness of feelings | | |  | | | Self- assurance | | | | | | |  | | Self-regulation | | | | | | | |  |
| Authority | | |  | | | Accountability | | | | | | |  | | Flexibility | | | | | | | |  |
| Self-motivation | | |  | | | Others (please state) | | | | | | | | | | | | | | | | | |
| Elaborate on what specifically within these areas the pupil needs support with.  1-  2- | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | |
| **Pupil’s Strengths and Interests (incl. curriculum strengths & interests)** | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | |
| **Strategies that have worked** | | | | | | | | | | | | | | | | | | | | | | | |
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| **S.E.N.D. Profile** | | | | | | | | | | | | | | | | | | | | | | | |
| *Does the pupil have any additional learning support needs / identified S.E.N.D. needs?* | | | | | | | | | | | | | | | | | | | | | | | |
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| **Risk Factors** | | | | | | | | | | | | | | | | | | | | | | | |
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| **School Consultation with Parent/Pupil** | | | | | | | | | | | | | | | | | | | | | | | |
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| **PARENTS/CARERS VIEWS ON PLACEMENT** | | | | | | | | | | | | | | | | | | | | | | | |
| *This should include their aspirations, interests and understanding and views of the alternative educational provision.* | | | | | | | | | | | | | | | | | | | | | | | |
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| **PUPIL’S VIEWS ON PLACEMENT** | | | | | | | | | | | | | | | | | | | | | | | |
| *This should include their aspirations, interests and understanding and views of the alternative educational provision.* | | | | | | | | | | | | | | | | | | | | | | | |
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| **TARGETS** | | | | | | | | | | | | | | | | | | | | | | | |
| *This should include two targets set by the pupil and teacher.* | | | | | | | | | | | | | | | | | | | | | | | |
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| **SIGNATURES** | | | | | | | | | | | | | | | | | | | | | | | |
| **School Key Link Staff Member** | | | | | | | |  | | | | | | | | | **Date** | | |  | | | |
| **Parent** | | | | | | | |  | | | | | | | | | **Date** | | |  | | | |
| **Pupil** | | | | | | | |  | | | | | | | | | **Date** | | |  | | | |
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| **MULTI-AGENCY PROFILE** | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | **Involvement Y/N** | | | | | | |  | | | | | | | | | |
| **Agency** | **Practitioner** | | | | | | **Past 12mths** | | | | **Current** | | | **Report**  **Y/N** | | | | | | | **Brief description of intervention – *all available reports must be attached*** | | |
| Children’s Social Care |  | | | | | |  | | | |  | | |  | | | | | | |  | | |
| CAMHS |  | | | | | |  | | | |  | | |  | | | | | | |  | | |
| Educational Psychologist |  | | | | | |  | | | |  | | |  | | | | | | |  | | |
| Family First |  | | | | | |  | | | |  | | |  | | | | | | |  | | |
| Fire Service |  | | | | | |  | | | |  | | |  | | | | | | |  | | |
| School Nurse |  | | | | | |  | | | |  | | |  | | | | | | |  | | |
| Other Services |  | | | | | |  | | | |  | | |  | | | | | | |  | | |
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| **SIGNATURES** | | | | | | | | | | | | | | | | | | | | | | | |
| **School Key Link Staff Member** | | | | | | | | | |  | | | | | | **Date** | | | | | |  | |
| **Head Teacher** | | | | | | | | | |  | | | | | | **Date** | | | | | |  | |
|  | | | | | | | | | | | | | | | | | | | | | | | |
| **Agreement to share information** | | | | | | | | | | | | | | | | | | | | | | | |
| * I/We understand that the information I/we give will be used to get the services to help me and my family. * I/We understand that the information I/we have provided may be shared only where it is necessary and the law allows it. The information may be shared with other teams and services.. * I/We understand that under no circumstances will you share my/our personal information with third parties for commercial purposes. * I/We understand that information that I/we give is kept safe and secure and treated confidentially. * I/We understand that my information will only be shared without my/our permission to protect children or vulnerable adults from harm; or to aid the prevention and detection of crime. | | | | | | | | | | | | | | | | | | | | | | | |
| **Parent/Carer** | |  | | | | | | | | | | | | | | **Date** | | | | | |  | |
| **Pupil** | |  | | | | | | | | | | | | | | **Date** | | | | | |  | |

**PLEASE READ AND TAKE NOTE:**

**This form should be hand delivered or securely emailed to:**

**KS1 & KS2**

Miss Pip Parle, Senior Leader

**KS3 & KS4**

Mrs Claire Tipton, Senior Leader

**Meadow Park School**

**Haswell Drive, Knowsley**

**L28 1RX**

**Tel: 0151 477 8100**

# SERVICE LEVEL AGREEMENT

by and between

**MEADOW PARK**

**-AND-**

**(please insert school name)**

**FOR**

**Pupil Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Year Group**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SERVICE LEVEL AGREEMENT**

**(Date)**

**This Agreement is made on the (date)**

**Between**

(1) XXXXX School **(“the Client”)** for **Pupil Name:**

# AND

(2)Meadow Park School (“**the Provider**”)

# Background:

* Meadow Park is a Pupil Referral Unit which offers commissioned intervention placements.
* The commissioner is a (local authority/school/academy) that wishes to refer children to Meadow Park, upon and subject to the provisions of the contract.

# It is agreed that:

1. This document is contractual and details the agreement between Meadow Park School and XXXX School for the service of a commissioned programme.
2. Meadow Park School is a Pupil Referral Unit, Haswell Drive, Stockbridge Village, **Knowsley,** Merseyside, L28 1RX.
3. This Agreement sets out the terms on which the Provider will provide AP services to the Client.

# TERM:

This Agreement will commence on the Start Date and will continue to the end of the agreed date.

If this service is deemed unsuitable for the student, Meadow Park School will inform the provider with the rationale and provide two weeks’ notice before withdrawing the student from the programme. Meadow Park staff may offer optional alternative provision. The client will be responsible for sourcing an independent alternative provision.

Should the client wish to terminate the placement on the programme before the end of the agreed date, the client will give four weeks’ notice in writing.

# SUPPLY OF SERVICES:

The Provider will supply the Services to the Client in accordance with:

* Schedule 3 (provider obligations)
* Schedule 4 (client obligations)
* Schedule 5 (Records)
* Schedule 7(charges and payment)
* Schedule 13 (client data and data protection)

**PROVIDER OBLIGATIONS:**

The Provider shall:

* allocate sufficient resources to provide the Services in accordance with the terms of this Agreement;
* use reasonable skill care and diligence in the performance of the Services;
* provide the Services in accordance with good industry practice; and
* provide the Services in accordance with all applicable laws.

The Provider warrants:

* that it has sufficient number of qualified and skilled personnel to enable it to provide the Services during the Term of this Agreement;
* it will provide highly committed leaders, with ambitious goals, supported by a strong leadership team and staff;
* ensure highly consistent working practices throughout the school.
* its personnel are entitled to work in the United Kingdom and that where necessary its personnel have valid and current work permits in accordance with the provision of all current immigration legislation;
* it has carried out enhanced checks with the Disclosure and Barring Service against all personnel delivering the Services at Meadow Park; and its personnel are fully conversant with its Safeguarding Policy.

# CLIENT OBLIGATIONS:

The Client shall:

* promptly provide the Provider, on request, with all co-operation, information, assistance, materials and resources that the Provider may reasonably require prior to the admission of students and from time to time in connection with the supply of the Services and the performance of the Provider’s obligations under this Agreement;
* complete the Referral Form and submit associated files or documents
* requested on the referral form as provided by the Provider for each student that the Client wishes to place at MPS;
* follow the referral and admission process;
* attend any review meetings required by the Provider;
* provide all necessary access to data to enable the Provider to comply with its obligations under this Agreement; and
* ensure that all information which it provides to the Provider is accurate, adequate and complete.

The Client warrants:

* that all of the information provided in the Referral Form is true and accurate in all respects and that all information that will allow the Provider to properly assess whether they are able to offer a place at
* MPS commissioned programme to a student has been provided, including but not limited to any special educational needs, safeguarding and welfare issues.

# CLIENT DATA AND DATA PROTECTION:

* The student will be registered at their home school as Dual Main and dual subsidiary at Meadow Park .
* As between the Client and the Provider, the Client owns and is responsible for the content of the Client Data.
* The parties agree that the Client is the Data Controller and the Provider is the Data Processor in respect of any Personal Data.
* The Client will comply with its obligations under the DPA in respect of Personal Data and GDPR.
* The Client agrees that the Provider may give its sub-contractors access to Personal Data in the course of performing the Services and complying with its obligations under this Agreement and GDPR.
* The Client warrants to the Provider that it has all necessary rights to permit the Provider to process Personal Data in accordance with this Agreement.

# CHARGES AND PAYMENT:

* Provision will be charged at £55 per student per day to be paid in three instalments, invoiced and paid termly in advance of each term. A start date will be confirmed following the receipt of payment. A student starting mid-term will be charged at £55 per day for the remainder of that term, payment to be made in advance of start date.
* Once placement is agreed invoice issued to the school within 2 working days.
* Payment due within 5 working days of receiving the invoice.
* Once payment is received an official start date will be issued.
* Charges relate to the student’s place on the programme. Payment therefore applies if the student is absent for any reason .
* Any Special Education Needs premium connected to the Education Health and Care plan will follow the student for the duration of the placement.

**POLICIES:**

All Meadow Park School policies are applicable to students, their families and carers, governors, staff, associates, partners and commissioners. Some policies are accessible on-line and all policies are available on request.

**Meadow Park School**, Haswell Drive, Stockbridge Village, **Knowsley**, Merseyside, L28 1RX. Telephone : 0151 477 8100

Requests for named policies should be made in writing to the above address.

**SIGNED BY** or on behalf of the parties:

**The Client:**

Name.................................................................................................

Signature…………………………………………………………………

Position……………………………………………………………………………..

Date…………………………………………………………………………………

Signed on behalf of …XXXX School……….(school/academy)

**The Provider:**

Name...............................................................................................

Signature...………………………………………………………………

Position……………………………………………………………………………..

Date…………………………………………………………………………………

Signed on behalf of Meadow Park School

**MEADOW PARK SCHOOL COMMISSIONING AGREEMENT**

**ANNUAL TERMS AND CONDITIONS**

**1. Interpretation**

1.1 The definitions (whether used in plural or singular form) and rules of interpretation in this clause apply in the Contract.

**Agreement:** the agreement signed by the school and the Commissioner which forms part of the Contract;

**Applicable Law:** all applicable laws, rules and regulations in force during the term of the Contract which impose legal, regulatory or other requirements in respect of, or which in any way affect, a party’s obligations under or in connection with the Contract;

**Charges:** the charges set out in Schedule 2;

**Commissioner Materials:** any documents and other materials provided by the Commissioner and used directly or indirectly in the supply of the Services and any other documents, information, materials, reports and data supplied by the Commissioner to the School;

**Conditions:** these terms and conditions;

**Confidential Information:** all information relating to the business or affairs of either party which is of a confidential nature (including information relating to a party’s suppliers, customers, contacts, contractors and personnel and its financial, marketing or other commercial activities or its intentions or plans relating to any of the foregoing);

**Contract:** the contract between the school and the Commissioner for the provision of the Services, comprising all of the documents specified in Section 2 of the Agreement;

**Contract Information Request:** has the meaning given in clause 14.3;

**Data Controller:** has the meaning given in the DPA;

**Data Laws:** all applicable data privacy and data protection laws (including the DPA), regulations and codes of practice;

**Data Processor:** has the meaning given in the DPA;

**DPA:** the Data Protection Act 1998;

**FOIA:** the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or code of practice issued by the information Commissioner in relation to such legislation;

**Information:** has the meaning given under section 84 of the Freedom of Information Act 2000;

**Personal Data:** has the meaning given in the DPA;

**Policies:** all policies of the school referred to in Schedule 3 (including as may be updated by the School from time to time), copies of which can be obtained via the School’s website at <http://www.meadowparkknowsley.co.uk>

**Process:** has the meaning given in the DPA (and **Processing** and **Processed** shall be construed accordingly);

**Request for Information:** has the meaning given in section 8 of the FOIA;

**Relevant Information:** has the meaning given to such term in clause 12.1;

**Relevant Data Subject:** a data subject (within the meaning given in the DPA) of Relevant Personal Data;

**Relevant Personal Data:** has the meaning given in clause 13.3;

**Relevant Persons:** any and all persons employed or engaged (or, where the context permits or requires, to be employed or engaged) by the Commissioner in connection with the supply of the Services.

**Services:** the ‘Alternative Provision’ services supplied by the School to the Commissioner under the Contract, as referred to in Schedule 1;

**Services IPR:** has the meaning given to such term in clause 9.1.1;

**Student Materials:** all records produced by either party in respect of a Student (whether or not connected with the supply of the Services under the Contract); and

**Students:** the children and young adults who are referred to the School by the Commissioner and in respect of whom the School delivers or will deliver (as the case may be) the Services.

1.2 References in the Contract to a “party” mean a party to the Contract (and references to the “parties” shall be construed accordingly).

1.3 Clause and Schedule headings shall not affect the interpretation of the Contract. Words in the singular shall include the plural and vice versa.

1.4 The Schedules and annexures to the Agreement form part of the Contract and references to the Contract shall be construed accordingly to include them. References to numbered Schedules are to a schedule of the Agreement so numbered.

1.5 In the event of any conflict between the provisions of the Agreement and the provisions of the Schedules then the provisions of the Agreement shall take precedence. In the event of any conflict between the provisions of these Conditions and the provisions of the Schedules then the provisions of these Conditions shall take precedence.

1.6 Where the words “include(s)”, “including” or similar expressions are used in the Contract, they are deemed to have the words “without limitation” following them.

**2. Supply of the Services**

2.1 In consideration of the payment by the Commissioner of the Charges in accordance with clause 7, the School shall, on a non-exclusive basis, supply the Services to the Commissioner.

2.2 The School shall supply the Services:

2.2.1 with reasonable skill and care; and

2.2.2 in accordance with the Policies and the values set out in the School’s mission statement from time to time in force.

**3. General Obligations of the School**

3.1 The School shall:

3.1.1 co-operate with the commissioner and any relevant regulatory bodies on good faith in all respects in connection with the supply by the School of the Services;

3.1.2 comply with its responsibilities set out in the Policies and observe the values set out in the School’s mission statement from time to time in force;

3.1.3 allocate and provide sufficient staff, resources, materials and facilities as necessary for the proper and efficient supply of the Services;

3.1.4 ensure that all Relevant Persons are suitably trained, skilled and experienced with all necessary qualifications and accreditations and that they are properly supervised;

3.1.5 ensure that all Relevant Persons have been the subject of all DBS (Disclosure & Barring Service) checks which may be required by law and that such checks have not led to any disclosures which mean it may be unsuitable for any such persons to be involved in connection with the supply of the Services;

3.1.6 where any checks referred to in clause 3.1.5 have led to any disclosures which mean it may be unsuitable for any Relevant Person to be involved in connection with the supply of the Services, not employ or otherwise engage such Relevant Person in the supply of the Services; and

3.1.7 at all appropriate times maintain in force with reputable insurance companies employers liability insurance and public liability insurance at reasonable levels having regard to the nature of the Services.

**4. General Obligations of the Commissioner**

4.1 The Commissioner shall:

4.1.1 co-operate with the School in good faith in all respects in connection with the supply by the School of the Services;

4.1.2 comply with its responsibilities set out in the Policies and observe the values set out in the School’s mission statement from time to time in force; and

4.1.3 Provide the School with:

4.1.3.1 the Commissioner Materials and Student Materials and such other documents in the Commissioner’s possession or control; and

4.1.3.2 such support, assistance and information, which (in each case) the School reasonably requires in ordersupply the Services in accordance with the Contract.

4.2 For the avoidance of doubt, the items referred to in clause 4.1.3 shall include, in respect of each Student: any behavioural records, school attendance records, statements of special educational needs, records of education received and any grades obtained, criminal records, records of any involvement with or support received by any external organisations including Youth Offending Institutions and details of any applicable pupil premiums which the student is entitled to (such as, but not limited to, SEN premiums and free school meals).

4.3 The Commissioner shall not:

4.3.1 use any School Materials for any purpose other than in connection with the Contract;

4.3.2 undertake any activities which conflict with the supply of the Services nor do or say anything which may in any way harm the School’s business or reputation or its relationship with third parties (including a student);

4.3.3 make any representation or warranty to any third party (including a student) in relation to the Services or any School Materials as to the performance, functions, quality or fitness for purpose thereof, unless previously approved in writing by the School; and

4.3.4 take part in any dispute or institute or defend any proceedings or settle or attempt to settle or make any admission concerning any dispute, proceedings or other claim, relating to the Services or any School Materials with any third party (including a Student).

4.4 The Commissioner shall notify the School as soon as it becomes aware of:

4.4.1 any circumstances which may prevent the School from supplying the Services in accordance with the Contract together with recommendations as to how such circumstances can be avoided;

4.4.2 any complaint made by a Student or any third party in connection with the supply of the Services;

4.4.3 any enquiries made by any third party regarding the Services or the supply of any similar services by the School; and

4.4.4 any matter referred to in clause 4.3.4 and the Commissioner shall act in accordance with the Schools reasonable instructions in respect thereof.

**5. Records**

5.1 the School shall maintain complete and accurate records of the activities and work undertaken and any materials used or created by the School in supplying the Services (including any required for compliance with Applicable Law and the Policies).

5.2 The Commissioner shall maintain complete and accurate records of Students and its activities relevant in connection with the referral of Students to the School together with such other information as the School may reasonably require in connection with the Services or a Student for the purposes of the Contract or as may otherwise be required for compliance by the School with Applicable Law and the Policies.

5.3 Each party shall promptly following any request by the other provide the other with copies of relevant records maintained in accordance with this clause 5 and/or allow the other and its representatives to inspect such records at all reasonable times and to grant access to its premises (on reasonable notice) for such purposes.

**6. Reporting and Liaison**

6.1 The School shall report to the Commissioner in accordance with such processes and procedures and attend such review meetings as (in each case) the parties shall agree from time to time.

6.2 Each party shall nominate a representative who shall be responsible for:

6.2.1 acting as the main point of contact for the parties on a day to day basis (including managing and co-ordinating the parties’ relationship with each other);

6.2.2 liaising with each other with regards to each party’s performance of its obligations under the Contract;

6.2.3 reviewing the progress of the Services on an ongoing basis and meeting whenever desirable (but in any event not less than once in each consecutive three month period) in order to address any significant matters; and

6.2.4 (without prejudice to clause 20.1) highlighting and implementing any changes which may be necessary or desirable to the Services or the Contract.

**7. Charging and payment**

7.1 The Commissioner shall pay the School the Charges for the Services. The Charges shall be payable in advance. The School may, at any time before the first term or during each such half term period, submit to the Commissioner an invoice for the Charges and for specifying any additional Charges attributable to that half-term period.

7.2 In addition to payment of the Charges, the Commissioner shall pay to the School an amount equal to the additional funding which the Commissioner is entitled to receive from third parties in respect of a Student (including for the avoidance of doubt any pupil premiums such as, but not limited to, SEN premiums and free school meal allowances), calculated on a pro-rata basis with regard to the actual days that the Student attended at the School for the purposes of the Services. Such amounts shall be payable as and when they become available and the School may submit to the Commissioner an invoice for such amounts at any time after they become available.

7.3 The School may include on any invoice submitted to the Commissioner, to the extent applicable, any value added tax and/or such other tax as may be required by law from time to time, which shall be payable by the Commissioner accordingly.

7.4 The Commissioner shall pay each of the School’s invoices within 30 days of the date of the relevant invoice in pounds sterling by bank transfer to such bank account as is specified from time to time by the School.

7.5 For the avoidance of doubt, the Commissioner shall not be entitled to any refund or credit in respect of any invoices submitted to the Commissioner for the Charges in the event that any Student does not attend or complete their attendance at the School for any reason (save if and to the extent due to any default of the School).

**8. Compliance with Laws etc.**

8.1 the School shall be responsible for obtaining and maintaining any licences, registrations, permits, authorisations or approvals necessary for the supply of the Services.

8.2 the School shall in supplying the Services comply with:

8.2.1 all applicable laws in force from time to time concerning the supply of the Services; and

8.2.2 any conditions binding on it in any licences, registrations, permits and approvals referred to in clause 8.1.

**9. Intellectual Property Rights**

9.1 The Commissioner:

9.1.1 acknowledges and agrees that all Intellectual Property Rights created and/or developed in connection with and/or as a result of the provision of the Services shall vest absolutely in the School (the **Services IPR**);

9.1.2 hereby assigns absolutely to the School by way of present and future assignment with full title guarantee and without encumbrance all right, title and interest in and to the Services IPR;

9.1.3 agrees, to the extent that the right, title and interest in and to the Services IPR cannot be assigned to the School by future assignment pursuant to clause 9.1.2, to assign (or procure the assignment) to the School of such right, title and interest in and to the Services IPR on request to do so; and

9.1.4 acknowledges and agrees and the Commissioner will obtain no right, title or interest in or to the Services IPR and shall have no right to use the Services IPR save if and to the extent necessary to obtain the benefit of the Services provided pursuant to the Contract.

9.2 Save if and to the extent otherwise agreed in writing by the Commissioner or expressly stipulated as part of the Services, all documents, manuals and other items which are provided or otherwise made available by the School in connection with the Services shall remain the property of the School and the Commissioner shall immediately return all such items to the School on termination of the Contract however arising.

**10. Indemnity**

10.1 The Commissioner shall indemnify, defend and hold the School harmless from and against all claims (including claims made by any Student), proceedings, liabilities, losses, costs, damages and expenses including reasonable legal and other professional fees and expenses awarded against, or incurred or paid by, the School as a result of or in connection with any act or omission of the Commissioner (whether or not in connection with the Contract or the Services but including for the avoidance of any doubt any failure or delay by the Commissioner in the performance of its obligations under the Contract.

**11. Liability**

11.1 Except as set out in clause 2.2, all conditions, warranties and representations, whether expressed in writing or implied by statute, common law or otherwise, in relation to the supply, failure to supply or delay in supplying the Services are excluded to the extent permitted by law.

11.2 Subject to clause 11.4, the following provisions of this clause 11 set out the entire financial liability of the School to the Commissioner in respect of:

11.2.1 any breach of the contract; and

11.2.2 any representation, statement or act or omission(including negligence or breach of statutory duty) arising under or in connection with the Contract.

11.3 Subject to clause 11.4:

11.3.1 the School’s total aggregate liability arising in connection with the performance or contemplated performance of the Contract, whether arising in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, shall be limited (in respect of each event, or series of connected events occurring in, or in connection with any half-term period) to the amount equal to the aggregate of the Charges paid or payable by the Commissioner in respect of such half-term period and (where applicable) any other amounts invoiced the School pursuant to clause 7.2 in respect of such half-term period;

11.3.2 the School shall not be liable to the Commissioner for any indirect, special or consequential loss (howsoever caused) arising in connection with the performance or contemplated performance of the Contract.

11.4 Nothing in the Contract excludes or limits the liability of the School for:

11.4.1 death or personal injury caused by its negligence;

11.4.2 fraud or fraudulent misrepresentation; or

11.4.3 for any liability if and to the extent that it is not permissible in law for such liability to be limited or excluded.

**12. Confidentiality**

12.1 Each party shall at times (both during and after the term of the Contract) keep confidential all Confidential Information received from the other (**Relevant Information**) and shall not without the other party’s prior written consent disclose Relevant Information to any person or use such information other than as strictly required for the purposes of the Contract.

12.2 Either party may disclose Relevant Information to any of its employees and contractors to the extent necessary for the purposes of the Contract, provided always that each such recipient of Relevant Information is first made aware of the relevant obligations of confidentiality under clause 12.1 and shall hold the Relevant Information on like conditions and that any failure by such recipient to observe such conditions shall be deemed to be a breach by such party of clause 12.1.

12.3 The restrictions in clauses 12.1 and 12.2 do not apply to Relevant Information which:

12.3.1 is publicly available or becomes publicly available without breach of clause 12.1; or

12.3.2 is required to be disclosed to any governmental or other authority, regulatory body, or by the listing rules of a recognised stock exchange or as required by law.

12.4 Neither Party shall make or permit to be made any publicity releases or announcements regarding the Contract without the prior written consent of the other (such consent not to be unreasonably withheld or delayed).

**13. Data Protection**

13.1 To the extent that a party is a Data Controller (as a matter of fact in accordance with the Data Laws) in respect of any Personal Data which is Processed by the other party in its capacity as Data Processor (as a matter of fact in accordance with the Data Laws), references in the following provisions of this clause 13 to the **Data Controller** and to the **Data Processor** shall be construed a s a reference to the applicable party in each such capacity.

13.2 In its capacity as a Data Controller of any Personal Data it receives in connection with the Contract, each party shall comply with all Data Laws.

13.3 In its capacity as a Data Processor of any Personal Data which is required to be Processed on behalf the Data Controller in connection with the Contract (**Relevant Personal Data**), each party:

13.3.1 shall comply with all Data Laws;

13.3.2 shall enter into such additional agreements with the Data Laws;

13.3.3 shall only Process any Relevant Personal Data for the purposes expressly authorised by the Data Controller and shall comply with all instructions given by the Data Controller from time to time in relation to such Processing;

13.3.4 undertakes that it shall Process the Relevant Personal Data strictly in accordance with the provisions of the Contract and the Data Controller’s instructions;

13.3.5 shall ensure that such of its employees as have access to the Relevant Personal Data have undergone training in data protection and in the care and handling of Personal Data;

13.3.6 warrants to the Data Controller that it has appropriate operational and technical processes in place to safeguard against any unauthorised access, loss, destruction, theft, use or disclosure of Relevant Personal Data;

13.3.7 shall assist the Data Controller promptly with all subject access requests which may be received from any Relevant Data Subject;

13.3.8 shall not disclose the Relevant Personal Data to a third party in any circumstances other than at the specific request of the Data Controller (and then only in accordance with the specific instructions given by the Data Controller);

13.3.9 shall not disclose Relevant Personal Data to, or appoint a sub-processor in respect of Relevant Personal Data other than with the prior written agreement of the Data Controller;

13.3.10 shall immediately on termination of the Contract cease to use the Relevant Personal Data and shall arrange for its safe return or destruction (as shall be specified by the Data Controller at the relevant time), except if and to the extent that the Data Processor is required to retain the Relevant Personal Data for legal and regulatory reasons;

13.3.11 shall promptly carry out any request from the Data Controller requiring it to amend, transfer or delete the Relevan Personal Data or any part of the Relevant Personal Data;

13.3.12 shall notify the Data Controller immediately upon receiving any notice or communication from any relevant regulatory body (including for the avoidance of doubt, the Information Commissioner’s Office) which relates directly or indirectly to the Processing of the Relevant Personal Data;

13.3.13 shall, if requested in writing by the Data Controller from time to time, provide to the Data Controller a copy of the Relevant Personal Data in the format and on the media reasonably specified by the Data Controller;

13.3.14 shall, if any Relevant Personal Data in the possession or control of the Data Processor becomes lost, corrupted or rendered unusable for any reason, promptly restore such Relevant Personal Data using its back up or disaster recovery procedures, at no cost to the Data Controller; and

13.3.15 shall not transfer the Relevant Personal Data outside the European Economic Area.

13.4 The Data Controller warrants and represents to the Data Processor that it has the consent of each Relevant Data Subject to permit the Processing of Relevant Personal Data by the Data Processor in accordance with or as contemplated by the Contract.

**14. Freedom of Information Act**

14.1 Each party acknowledges that the other party may be subject to the FOIA and each party shall (at its own expense) assist and cooperate with the other to the extent reasonably required to enable the other party to comply with Information disclosure obligations under the FOIA.

14.2 Where a party receives a Request for Information (or any apparent Request for Information) under the FOIA in relation to Information which it is holding on behalf of the other party, it shall:

14.2.1 transfer the Request for Information to the other party as soon as practicable (and in any event within five days) after receiving it;

14.2.2 provide the other party with a copy of all Information in its possession or control in the form that the other party reasonably requires within ten days of a request from the other; and

14.2.3 provide (in a timely manner) assistance to the other to the extent reasonably required by the other to enable the other to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA.

14.3 Where a party receives a Request for Information (or any apparent Request for Information) under the FOIA which relates to the Contract (a **Contract Information Request**), it shall inform the other party of the Request for Information as soon party as soon as practicable (and in any event within five days) after receiving it.

14.4 If either party determines that Information (including any Relevant Information) must be disclosed pursuant to a Contract Information Request, it shall (subject to clause 14.6) notify the other party of that decision at least five days before any such disclosure.

14.5 Each party shall be responsible for determining at its absolute discretion whether any Information (including any Relevant Information):

14.5.1 is exempt from disclosure under the FOIA; or

14.5.2 is to be disclosed in response to a Request for Information (including a Contract Information Request).

14.6 Each party acknowledges that the other party may be obliged under the FOIA to disclose Information:

14.6.1 without consulting with the other party, or

14.6.2 following consultation with the other party and having taken its views into account.

**15. Duration and Termination**

15.1 The Contract shall come in to force on the date the Agreement is signed by both parties and shall continue, subject to prior termination in accordance with the following provisions of this clause 15, until the expiry of 12 months from the date of the Agreement (and shall then automatically terminate).

15.2 A party (the **Terminating party**) shall be entitled to terminate the Contract with immediate effect at any time by giving notice in writing to the other party if:

15.2.1 the other party fails to pay any undisputed amount due under the Contract on the due date for payment and remains in default no less than 7 days after being notified in writing to make such payment; or

15.2.2 the other party commits any breach of its obligations under the Contract and fails to remedy that breach within a period of 14 days after receipt of notice in writing requiring it to do so; or

15.2.3 the other party has a receiver, liquidator or administrator appointed, is the subject of bankruptcy proceedings, passes a resolution for or is the subject of a winding up order (except for the purpose of a solvent amalgamation or reconstruction), makes any composition or arrangement which creditors or is unable to pay debts as and when they fall due; or

15.2.4 the other party (or any of its directors, officers or employees) is convicted of any offence which, in the opinion of the Terminating party, will or is likely to prejudice the reputation or interests of the Terminating party; or

15.2.5 if the other party materially adversely prejudices the interests or reputation of the Terminating party or does or fails to do anything which in the reasonable opinion of the Terminating party is likely to materially adversely prejudice the interests or reputation of the Terminating party; or

15.2.6 in connection with the arrangements to enter into the Contract, the other party or any associated person (within the meaning of section 8 of the Bribery Act 2010) of the other party is found to have breached any provisions of the Bribery Act 2010;

15.2.7 in connection with the provision of the Services or the performance of the Contract, the other party or any associated person (within the meaning of section 8 of the Bribery Act 2010) is found to have breached any provisions of the Bribery Act 2010 or committed any impropriety at any time during the term of the Contract.

15.3 The School may terminate the supply of the Services in respect of any student with immediate effect without liability to the Commissioner in any of the following circumstances:

15.3.1 if required to do so to comply with any Applicable Law (including any rights afforded to the Student by Applicable Law);

15.3.2 if the Student wilfully disregards any of the Policies (to the extent applicable to the Student) or the School’s mission statement in force from time to time;

15.3.3 if the Student breaches the terms of the referral form signed by the Student at the point of being accepted by the School in respect of the Services;

15.3.4 if the Student does anything which in the reasonable opinion of the School is likely to materially adversely prejudice the interests or reputation of the School.

15.3.5 if the Student harms or endangers any staff or students of the School or any person visiting the School or does anything which in the reasonable opinion of the School is likely to harm or endanger any such person.

**16. Consequences of Termination**

16.1 On termination of the Contract for any reason:

16.1.1 the School shall (save in respect of any copies to be retained to the extent required by law) promptly deliver to the Commissioner (or otherwise dispose of in accordance with the Commissioner’s instructions) all the Commissioner materials and Relevant Information and Student Information which (in each case) was provided by the Commissioner to the School for the purposes of or related to the Services or the Contract; and

16.1.2 the Commissioner shall (save in respect of any copies to be retained to the extent required by law) promptly deliver to the School (or otherwise dispose of in accordance with the School’s instructions) all School Materials and Relevant Information and Student Information which (in each case) was provided by the School to the Commissioner for the purposes of or related to the Services or the Contract.

16.2 Where the School terminates any Services in respect of any Student pursuant to clause 15.3:

16.2.1 this shall not affect the number of places available for Students in relation to the Services as set out in the Agreement (and the Commissioner shall be entitled, subject to the terms of the Contract, to refer another person to the School in place of such Student);

16.2.2 such termination shall not affect the provisions of the Contract insofar as they apply to Services being provided in respect of any remaining Students (and such provisions shall continue in full force and effect and shall be construed accordingly);

16.2.3 the provisions of this clause 16 shall apply only to the extent relevant to that Students (and references to the School Materials, Commissioner Materials and Relevant Information shall be construed accordingly).

16.3 Termination of the Contract shall not prejudice any of the parties’ rights and remedies which have accrued as at termination.

16.4 The clauses of the Contract which expressly or by implication have effect after termination will continue to be enforceable notwithstanding such termination.

**17. Force Majeure**

The School shall not be in breach of the Contract, nor liable for any failure to perform or any delay in the performance of any of its obligations under the Contract if and to the extent that such failure or delay arises from or is attributed to acts, events, omissions or accidents beyond its reasonable control.

**18. Entire Agreement**

18.1 The Contract constitutes the entire agreement and understanding between the parties in respect of the matters dealt with and supersedes, cancels and nullifies any previous agreement between the parties relating to such matters.

18.2 Subject to clause 18.3, each of the parties acknowledges and agrees that in entering into the Contract, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) other than as expressly set out in the Contract.

18.3 Nothing in this clause 18 shall operate to exclude any liability of either party for fraud.

**19. Notices**

19.1 Whilst routine correspondence between the parties relating to the Contract may be conducted by email, all notices which are required to be given under or in connection with the Contract shall be given in writing in English and may be delivered personally (including by courier service), sent by registered post or by facsimile.

19.2 Any such notice or communication to be served on a party shall be delivered or sent to the address set out at the beginning of the Contract or to such other address as such party may have notified in writing to the other party form time to time in accordance with the provisions of this clause 19.

19.3 Any such notice or communication shall be deemed to have been served:

19.3.1 if delivered personally (including by courier service), at the time of delivery; and

19.3.2 if sent by registered post or by facsimile, at the expiry of two days after it was posted or sent.

19.4 The provisions of this clause 19 shall not apply to the service of any proceedings or other documents in any legal action.

**20. General**

20.1 Except as expressly stated otherwise in the Contract, no variation of the Contract shall be valid unless it is in writing and signed duly authorised representatives of both parties.

20.2 Failure to exercise, or any delay in exercising, any right or remedy provided under the Contract or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy. No waiver shall be effective unless confirmed in writing by the waiving party.

20.3 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

20.4 Nothing in the Contract is intended to, or shall operate to, create a partnership or employer-employee relationship between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

20.5 A person who is not a party to the Contract shall not have any rights under or in connection with it pursuant to the Contracts (Rights of Third Parties Act) 1999.

20.6 Each party shall promptly at the other party’s request execute and deliver all such documents, and do all such things, or procure the execution and delivery of all documents and doing of all such things as are required to give full effect to the Contract and the transactions contemplated by it including for the purpose of securing for the School the full benefit of all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to the School in accordance with clause 9.

20.7 Save as expressly stated otherwise in the Contract, each party shall pay its own costs in connection with the preparation, negotiation, execution and performance of the Contract.

20.8 The Contract may be executed in more than one copy and shall come into force once each party has executed such a copy in identical form and exchanged it with the other party.

**21. Governing Law**

21.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by, and construed in accordance with, the applicable laws of England and the parties shall be subject to the exclusive jurisdiction of the English courts.