

**DATED**

**AGREEMENT**

**FOR THE PROVISION OF FREE DUAL REGISTRATION PLACES AND SERVICES**

Between

**LEICESTER PARTNERSHIP SCHOOL**

-and-

**[INSERT]**

Ref: Legal/HO/112192

Legal Services

Leicester City Council

4th Floor, City Hall

115 Charles Street

Leicester

LE1 1FZ

**THIS AGREEMENT IS DATED OF 2020**

**BETWEEN**

(1) **LEICESTER PARTNERSHIP SCHOOL** whose administrative headquarters are at Carisbrooke Specialist Learning Centre, Carisbrooke Gardens, Leicester, LE2 3PR (“**LPS**”)

(2) **[INSERT]** whose administrative headquarters are at [INSERT] (the “**School**”).

**BACKGROUND**

A) LPS is able to provide certain services to the School as described in Schedule 1.

B) The School has engaged LPS to provide these Services, subject to and in accordance with the terms and conditions of this Agreement.

**1. DEFINITIONS AND INTERPRETATIONS**

1.1 The following agreed terms will apply throughout this Agreement:

|  |  |
| --- | --- |
| Commencement Date | 1 April 2020 |
| EIR | The Environmental Information Regulations 2004. |
| FOIA | The Freedom of Information Act 2000. |
| Initial Term | The period commencing on the Commencement Date and ending on the 31st March 2021. |
| PSP | Pastoral Support Plan. |
| Pre-Existing Material | All documents, information and materials provided by LPS relating to the Services which existed prior to the commencement of this Agreement, including but not limited to computer programs, data, reports and specifications. |
| Services | One or any number of different services to be provided by LPS to the School under this Agreement as set out in Schedule 1. |
| Term | The period of the Initial Term as may be varied by:  a) any extensions to this Agreement which are agreed pursuant to clause 2; or,  b) the earlier termination of this Agreement in accordance with these terms. |
| Working Day | Monday to Friday from 9am until 4pm excluding public holidays in England and Wales. |

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedules.

1.5 Words in the singular shall include the plural and vice versa.

1.6 A reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.8 A reference to writing or written includes e mail but not use of fax machine.

1.9 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

1.10 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Agreement) at any time.

1.11 References to clauses and schedules are to the clauses and schedules of this Agreement.

1.12 Where there is any conflict or inconsistency between the provisions of this Agreement such conflict or inconsistency shall be resolved according to the following order of priority:

a) the clauses of this Agreement;

b) schedule 1 to this Agreement;

c) the remaining schedules to this Agreement.

**2. TERM**

2.1 This Agreement shall take effect on the Commencement Date and shall continue for the Term.

2.2 Both Parties by mutual agreement may extend the Initial Term by a further period or periods of up to four (4) months. If either Party wishes to extend this Agreement, it shall give the other at least one (1) month’s written notice of such intention before the expiry of the Initial Term. If the receiving Party of such notice agrees to the extension and confirms this in writing, the Initial Term shall be extended by the period set out in the notice.

2.3 If the Parties do not wish to extend this Agreement beyond the Initial Term, this Agreement shall expire upon expiry of the Initial Term.

**3. SERVICES**

3.1 Subject to clause 4, LPS shall supply the Services to the School in accordance with:

a) the specification set out in Schedule 1; and,

b) reasonable skill and care.

**4. PAYMENT**

4.1 Should any payment be required from the School, LPS shall invoice the School in accordance with Schedule 1 to this Agreement, and the School shall pay LPS within 30 days of receipt of such invoice.

4.2 Without prejudice to any other right or remedy that it may have, if the School fails to pay LPS when payment is due, LPS may suspend all Services until payment has been made in full.

4.3 Should the School wish to increase the level of Services provided by LPS, it shall negotiate this with LPS. Any variation shall be agreed in accordance with clause 15.

**5. SCHOOL’S OBLIGATIONS**

5.1 The School agrees to provide LPS with such information as LPS may reasonably require to enable the effective provision of the Services.

**6. LIMITATION OF LIABILITY**

6.1 Nothing in this Agreement limits or excludes the liability of either Party:

a) for death or personal injury resulting from that Party’s negligence;

b) for any damage or liability incurred by that Party as a result of fraud or fraudulent misrepresentation.

6.2 LPS shall not be responsible for any injury, loss, damage, cost or expense suffered by the School if and to the extent that it is caused by the negligence or misconduct of the School or by breach by the School of its obligations under this Agreement. LPS shall also not be responsible in relation to any advice given to the School in connection with the Services to the extent that the School fails to follow that advice as given by LPS in a full, proper, lawful and punctual manner.

6.3 The School shall indemnify and keep indemnified LPS against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence) default or breach of this Agreement, to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or fraud of the School or its employees or of any of its representatives or sub contractors.

6.4 Neither Party shall be liable under any circumstances whatsoever for any special, indirect, consequential or pure economic losses, costs, damages, charges or expenses.

6.5 LPS’s total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall in all circumstances be limited to any price paid during this Agreement.

6.6 Each Party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.

**7. TERMINATION**

7.1 LPS may terminate this Agreement at any time by giving one month’s written notice to the School.

7.2 Either Party may terminate this Agreement with immediate effect by the service of written notice on the other Party if the other Party is in breach of any material obligation under this Agreement, and that breach is not capable of remedy.

7.3 Either Party may terminate this Agreement with immediate effect by the service of written notice on the other Party if the other Party is in breach of any material obligation under this Agreement that is capable of remedy, provided that the terminating Party has written to the other Party, informed it of its breaches and provided it with 28 days’ notice to remedy such breaches, and the other Party has failed to remedy the breaches within this time frame.

7.4 Any termination of this Agreement by either Party for any reason shall be without prejudice to any other right or remedy of that Party against the other in respect of the breach concerned (if any) or any other breach and shall not affect any continuing rights of that Party.

**8. CONSEQUENCES OF TERMINATION**

8.1 On the effective date upon which this Agreement is terminated, all rights and obligations of the Parties in connection with this Agreement shall immediately end, except the following:

a) each Party (“X”) shall return to the other Party (“Y”) any property of Y which X holds or controls at the time for purposes mainly connected with this Agreement;

b) all rights, liabilities and obligations which had arisen or accrued before termination, including any interest accruing on any such liabilities shall continue; and,

c) all other rights and obligations under this Agreement which are indicated (or clearly implied) to continue after termination shall continue until they expire, are carried out or indefinitely, as relevant, according to the nature of the right or obligation.

8.2 In the event of early termination of this Agreement by the School for any reason, LPS shall be entitled to retain a non refundable cancellation fee equivalent to the entire fees payable. For the avoidance of doubt, the School shall not be entitled to a refund of any fees payable.

**9. DATA PROTECTION**

9.1 The Parties agree that, in respect of any personal data transferred under this Agreement, they will comply with (i) the General Data Protection Regulation (Regulation (EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to the processing of personal data and privacy; and, (iii) all applicable Law about the processing of personal data and privacy

**10. FOIA AND EIR**

10.1 The Parties shall, if and when required to do so, assist each other to meet their obligations under the FOIA and the EIR or any statutory modification or re-enactment thereof or any related guidelines or codes of practice.

**11. DISPUTE RESOLUTION**

11.1 If any dispute arises in connection with this Agreement, the authorised representatives of both Parties will, within 14 days of a written request from one Party to another, meet in good faith in an effort to resolve the dispute.

11.2 If any dispute referred to a meeting is not resolved at that meeting, then either party, by notice in writing to the other, may refer the dispute to senior officers of the two parties who shall cooperate in good faith to resolve the dispute within 14 days of service of such notice. If the senior officers fail to resolve the dispute in the allotted time, then the Dispute Resolution Procedure shall be deemed exhausted.

**12. SUBCONTRACTING AND ASSIGNMENT**

12.1 The School shall not, without the prior written consent of LPS, assign, transfer, charge, mortgage, subcontract, novate, declare a trust of or deal in any other manner with all or any of its rights or obligations under this Agreement.

**13. WAIVER**

13.1 Any failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**14. SEVERABILITY**

14.1 If any of the provisions of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of them will not be prejudiced.

**15. VARIATION**

15.1 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

**16. PARTNERSHIP OR AGENCY**

16.1 Nothing in this Agreement shall be construed as constituting a partnership between the Parties or as constituting either Party as the agent of the other for any purpose whatsoever except as specified by the terms of this Agreement.

**17. THIRD PARTY RIGHTS**

17.1 Other than where expressly provided, no term of this Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a Party to this Agreement.

**18. ENTIRE AGREEMENT**

18.1 This Agreement, the schedules and the documents annexed to it or otherwise referred to in it contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

**19. GOVERNING LAW AND JURISDICTION**

19.1 This Agreement 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 law of England and Wales and the parties irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

Signed by **LEICESTER PARTNERSHIP SCHOOL**

Authorised Signatory

Signed by **[INSERT]**

Authorised Signatory

**SCHEDULE 1 SPECIFICATION**

**Section 1 – Referral Arrangements:**

Referral of a student to the LPS will be via the following arrangements: -

* Submission of a fully completed Information Passport document for each student who is referred by the School.
* Convening of a Pastoral Support Plan meeting by the School which a representative of the LPS is able to attend.
* Agreement to an exit strategy that is compatible with the provision and support options offered by the LPS. The exit strategy must be achievable within the timescales discussed and all Parties must undertake agreed actions within the timescales identified at the PSP meeting

These referral arrangements are also detailed in the flow diagram provided in appendix 1 of this agreement.

**Section 2 – Provision & Charges - Dual Registration:**

If the referral arrangements detailed in section 1, above, are adhered to by the School, the LPS will apply the provision and charges that are detailed in table 1 - “Dual Registration Schedule of Provision and Charges”.

**Table 1 - Dual Registration Schedule of Provision & Charges:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Service Type** | **Referral Requirement** | **Provision [Duration]** | **Provision Fees / Charge[s]** |
| Referral Advice & Support | Submission of a completed Information Passport document | The LPS will process the information passport and provide initial advice | All of these provisions and support options will be provided free of charge if all referral arrangement and requirements, detailed in section 1 of this agreement, are met. |
| Convening of a Pastoral Support Planning meeting which must be attended by a representative of the LPS | A representative of the LPS will attend the PSP meeting to provide advice and to help identify suitable provision |
| KS 3 Provision & Support | PSP meeting has been held and provision and exit strategy agreed | 1 day placement [Max 2 terms]  2 day placement [Max 18 weeks]  3 day placement [By negotiation]  5 day placement [6 weeks] |
| EHCP Emergency place | Submission of EHCP assessment request agreed by school | 5 day placement [Max 6 weeks] |
| EHCP Assessment Place | Submission of EHCP assessment confirmed.  EP involvement confirmed | 5 day placement [Max 24 weeks] |
| Extended EHCP placement | Review of EHCP by school with recommendation of further placement with LPS | Full or Part time placement [As agreed in EHCP review] |
| KS4 Provision & Support | PSP meeting has been held and provision and exit strategy agreed | 1 day functional tuition [By negotiation]  2 day GCSE /BTEC tuition [By negotiation] |
| Support to identify a suitable vocational placement for a student | PSP meeting has been held and provision and exit strategy has been agreed | The LPS’s vocational team can provide support and advice to the AP/MAT/School and student to help identify and set up a suitable vocational placement |
| Vocational Placement | Identified and agreed by the AP/MAT/ School at the time of referral or when the provision is reviewed | Provision will be provided by an independent AP provider | The Area Partnership /MAT/School will be responsible for the cost of this provision and will pay the provider directly |

**Section 3 – Provision & charges – Referred Permanent Exclusion [s]**

Under this agreement the following charges will apply in the event that the School decides to permanently exclude one of their students having followed and engaged meaningfully in the agreed referral arrangements as detailed in section 1, above.

**Table 2 – Permanent Exclusion Charges:**

|  |  |  |
| --- | --- | --- |
| **Referral Requirement** | **Provision [Duration]** | **Provision Fees / Charge[s]** |
| Following referral as detailed in section 1 (and If support arrangements offered at PSP meeting are deemed to be unsuitable) \* | Full time suitable education provision for as long as is required | Remainder of Age Weighted Pupil Unit and Remainder of student’s Pupil Premium Grant allocation (if applicable). |

\* In the event that the School has adhered to the referral, provision and funding arrangements detailed in section 1 of this agreement the provision and charges detailed in table 1, above, will continue to be applied to all future referrals.

**Section 4 – Provision & Charges – Unreferred Permanent Exclusion[s]**

In the event that the School fails to adhere to the agreed referral arrangements and issues a permanent exclusion without adhering to the referral procedures detailed in section 1 of this agreement. (Referred to in this agreement as an Unreferred Permanent Exclusion)

In addition, any dual registered student (currently or previously known to the LPS) will also be considered to be an Unreferred Permanent Exclusion if the School issues a permanent exclusion without giving the LPS sufficient notification of their intention to permanently exclude the student and without providing the opportunity for a PSP meeting to be convened at which agreement can be achieved in relation to an exit strategy that is compatible with the provision and support options offered by the LPS.

**Unreferred Permanent Exclusion Charges:**

As detailed in section 3, table 2, above.

**Dual registration following an Unreferred Permanent Exclusion**

Following an unreferred permanent exclusion all future dual registration referrals will be charged as detailed in table 3, below:

**Table 3 - Dual Registration - Schedule of Provision & Charges [following an Unreferred Permanent Exclusion]**

|  |  |  |  |
| --- | --- | --- | --- |
| **Service Type** | **Referral Requirement** | **Provision (Duration)** | **Provision Fees / Charge[s]** |
| Referral Advice & Support | Submission of a completed Information Passport document | The LPS will process the information passport and provide initial advice | Referral advice and support will be provided free of charge |
| Convening of a Pastoral Support Planning meeting which must be attended by a representative of the LPS | A representative of the LPS will attend the PSP meeting to provide advice and to help identify suitable provision |
| KS 3 Provision & Support | PSP meeting has been held and provision and exit strategy has been agreed | 1 day placement [Max 2 terms]  2 day placement [Max 18 weeks]  3 day placement [By negotiation]  5 day placement [6 weeks] | £25 per day |
| EHCP Emergency place | Submission of EHCP assessment request agreed by school | 5 day placement [Max 6 weeks] | £25 per day |
| EHCP Assessment Place | Submission of EHCP assessment confirmed.  EP involvement confirmed | 5 day placement [Max 24 weeks] | £25 per day |
| Extended EHCP placement | Review of EHCP by school with recommendation of further placement with LPS | Full or Part time placement [As agreed in EHCP review] | £25 per day |
| KS4 Provision & Support | PSP meeting has been held and provision and exit strategy has been agreed | 1 day functional tuition [By negotiation]  2 day GCSE /BTEC tuition [By negotiation] | £25 per day |
| Vocational Placement | Identified and agreed by the AP/MAT/ School at the time of referral or when the provision is reviewed | Provision will be provided by an independent AP provider | The Area Partnership /MAT/School will be responsible for the cost of this provision and will pay the provider directly |

**SCHEDULE 2 PROCEDURE FOR REFERRAL**

