



Educational Off Site Visits

Appendix 1

Part 2: Service Level Agreement 2023-2024



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THIS AGREEMENT is made on _____ (date)

BETWEEN:

- (1) **LANCASHIRE COUNTY COUNCIL** whose main office is at PO Box 78, County Hall, Preston, Lancashire PR1 8XJ ("**Council**"); and
- (2) **NAME / ADDRESS OF SCHOOL**

BACKGROUND:

- A. The Council provides professional services to Lancashire maintained schools, Academies, Pupil Referral Units (PRU's), Children's Centres, Lancashire Residential Settings, Children, Families & Wellbeing Services, Colleges of Further and Higher Education, Independent Schools and others (the purchaser).
- B. The school purchaser has agreed to purchase services from the Council, which the Council will provide on the terms and conditions set out in this Agreement.
- C. **Lancashire maintained schools and services only** - The service is mandatory for Lancashire maintained schools and services under the Lancashire insurance scheme.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement (unless the context otherwise requires), the following words and phrases shall have the following meanings:

"**Agreement**" means this agreement and the schedules hereto;

"**Charges**" means the details of the payments to be made for the provision of the Services which are outlined in each service offer – see **Part 1, the Service Offer**.

"**Commencement Date**" means **state date** .

"**Confidential Information**" means all and any information, however it is conveyed, relating to the business, affairs, trade secrets, know-how, personnel , including all Intellectual Property Rights, and any other information clearly designated as being confidential or which ought reasonably be considered to be confidential;

"**School**" means individually a "party" or collectively "parties" of Lancashire maintained schools, Academies, Pupil Referral Units (PRU's), Children's Centres, Lancashire Residential Settings, Children, Families & Wellbeing Services, , any internal County Council service offering off site visits to young



people, Colleges of Further and Higher Education, Independent Schools and others.

"Intellectual Property Rights" means patents, inventions, know-how, trade secrets and other confidential information, registered designs, copyrights, database rights, design rights, database rights and design rights, trademarks, service marks, logos, training resources, domain names, business names, trade names, moral rights, any similar or equivalent rights and all registrations or rights in the nature of any of the aforesaid items in any country, and rights to sue for passing-off;

"Law" means any applicable law, statute, by-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulatory body;

"Services" means the professional services to schools as described in **Part 1 the service Offer**, to this Agreement;

"Term" shall have the meaning given in clause 2 of this Agreement.

"VAT" means value added tax and includes any substituted or similar tax.

"Working Day" means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory holiday.

- 1.2 In this Agreement (unless the context otherwise requires) any reference to any legislative provision shall be deemed to include any statutory instrument, by-law, regulation, rule, subordinate or delegated legislation or order and rules and regulations which are made under it as the same may be amended, extended or re-enacted from time to time.

2. TERM

- 2.1 Unless terminated earlier in accordance with clause 10 or otherwise by operation of Law, this Agreement shall come into force on the Commencement Date and shall continue in force on a year to year basis.
- 2.2 The agreement will automatically be renewed for the next financial year unless either party gives the required written notice by **30 November** preceding the beginning of the following financial year to amend or terminate the contract. The contract will commence on 1st April (i.e. on a financial year basis). For contracts that commence on a different date, a pro-rata charge will be made to the following March.

3. SUPPLY OF SERVICES

- 3.1 The Council shall provide the services to the governing body in accordance with the descriptions set out in **Part 1, the Service Offer** and the school agrees to purchase the services from the Commencement Date for the duration of the Term.



3.2 The Council shall provide the services with reasonable care and skill and in accordance with the policies and practices of the Council which prevailed before the Commencement Date.

4. CHANGES TO SERVICES AND CANCELLATION

4.1 If at any time either party wishes to make any change to the services, such party will submit to the other party a reasonably detailed written request for the change ("**Change Request**") signed by an authorised representative.

4.2 If the parties agree to implement a Change Request, the relevant changes to the SLA will be recorded in writing and signed by authorised representatives.

Cancellation charges:

- Within four weeks of the commencement date a charge of 100%

4.3 The above Charges are to compensate for wastage of materials, administration, tutor time and loss of income generation from other work. No refunds can be issued.

5. OBLIGATIONS / EXPECTATIONS

5.1 Each party shall ensure that its authorised representatives whose decisions are necessary for the performance of the services are available on reasonable notice for consultation on any matter relating to the services.

5.2 Each party shall procure that its employees and/or agents shall, whilst on the other's premises, comply with all relevant codes of practice relating to health and safety and security in force from time to time.

5.3 School and Council responsibilities are described for each service in **Part 1, the Service Offer**.

5.4 Any member of the Professional Support Team has the power to intervene where unsafe practice is observed or it is felt likely to occur.

6. PRICE

6.1 The Charges for each of the services to be paid are set out in the accompanying letter, and are based on school phases, set out in **Part 1, the Service Offer**.

6.2 The Council reserves the right to review the Charges on the anniversary of this Agreement and in the event of the Charges having to be increased, a minimum of three months' notice will be given to the school.

7. PAYMENT

7.1 Subscriptions shall be due at the beginning of the Council's financial year on the **1st April** and any additional charges incurred will be charged in arrears each term. Schools will be billed annually.



- 7.2 Academies and non-Lancashire schools will be invoiced for Charges due and VAT will be added at the appropriate rate.
- 7.3 All sums due must be paid within thirty (30) Working Days of receipt of a valid invoice.
- 7.4 The Council shall maintain proper records for at least six (6) years from the termination in order to verify the charges for the Services as determined in accordance with the service schedules.

8. INTELLECTUAL PROPERTY RIGHTS RIGHT

- 8.1 Neither party shall do or omit to do, or authorise any third party to do, or omit to do, any act which could invalidate the Intellectual Property Rights of the other party or any third party.
- 8.2 All Intellectual Property Rights of any resources provided by the Council to the school for the purposes of this Agreement, shall remain the property of the Council. The Council hereby grants to the school a royalty-free, non-exclusive and non-transferable licence to use such training materials as required by it, until termination or expiry of the Agreement for the sole purpose of enabling the school to effectively carry out its functions.
- 8.3 All Intellectual Property Rights in any training resources that may be created or developed (if any) by the Council pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Council.

9. LIABILITY

- 9.1 Subject to clauses 9.2 below, the Council's entire liability to the school arising out of, or in connection with, this Agreement whether in contract, tort (including negligence or breach of statutory duty) or otherwise, shall in no event exceed a sum equal to one hundred and fifty per cent (150%) of the Charges paid or payable by the school.
- 9.2 Subject to clause 9. 3 below, neither party shall be liable to the other party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, cost or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.
- 9.3 Nothing in this Agreement shall operate to exclude or restrict either party's liability for death or personal injury resulting from its negligence or for fraud or fraudulent misrepresentation.

10 TERMINATION AND AMENDMENT

- 10.1 Without prejudice to clause 10.2 below, this service is mandatory for Lancashire maintained schools and services under the Lancashire insurance scheme. The rolling contract shall continue for all other schools, academies



that have purchased the Educational/Off site visits package prior to **31 March** each year.

10.2 Either party may terminate this Agreement with immediate effect:

10.2.1 If the other party makes an arrangement with its creditors and cannot pay its debts as they fall or is declared insolvent or have an administrator or receiver appointed; or

10.2.2 if the other party has committed any offence under the Bribery Act 2010;

10.2.3 Or has given any fee or reward, the receipt of which is an offence under S.117 (2) of the Local Government Act 1972.

10.3 A school can terminate the Agreement by giving notice in writing to the Council which should be done by **30 November** each year.

11 DISPUTE RESOLUTION

11.1 In the event of any dispute arising either party may serve notice upon the other setting out brief details of the Dispute that has arisen ("**Notice of Dispute**") and the parties shall use their best endeavours to settle such Dispute by good faith negotiation.

11.2 If the Dispute cannot be resolved within thirty (30) days from service of the Notice of Dispute by the parties, then the parties shall submit the Dispute to senior representatives of the parties who shall meet in good faith to attempt to resolve the Dispute.

12. DATA PROTECTION AND FREEDOM OF INFORMATION

The governing body notes the Council's obligations under the Data Protection Act 1998, Freedom of Information Act 2000, and any codes of practice and best guidance notes issued by the government and appropriate enforcement agencies. The governing body will comply with this legislation in so far as it places obligations on it as well as facilitating the Council's compliance. In particular, the governing body notes that the Council may be required to provide information relating to this Agreement or the governing body to a person in order to comply with the Council's obligations under such legislation.

13. CONFIDENTIALITY

13.1 The parties agree that the contents of this Agreement shall, subject to clause 13.2 below, not be treated as Confidential Information and may be disclosed without restriction.

13.2 The parties shall keep confidential all Confidential Information received by one party from the other party relating to this Agreement and shall use all



reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any Confidential Information.

13.3 Clause 13.2 shall not apply to:

13.3.1 any disclosure of information that is reasonably required by any person engaged in the performance of their obligations under this Agreement;

13.3.2 any matter which a party can demonstrate is already or becomes generally available and in the public domain otherwise than as a result of a breach of this clause 13;

13.3.3 any disclosure which is required pursuant to any Law;

13.3.4 any disclosure for the purpose of examination and certification of the Council's accounts.

14. FORCE MAJEURE

If either party is delayed in carrying out an obligation under this Agreement by reason of a circumstance beyond the party's control and it gives written notice to the other party within five (5) Working Days of the circumstance and the anticipated delay the time for performing the obligation will be extended for such period as is reasonable. If the circumstance continues for more than one (1) month either party may give written notice to terminate the Agreement immediately or on an agreed termination date. If the Agreement is terminated under this clause 14 neither party will have any liability to the other except that any rights and liabilities which accrued prior to termination will continue to exist.

15. CORRUPT GIFTS

15.1 Each party shall not and shall ensure that any person employed by it or acting on its behalf, shall not:

15.1.1 Offer, or give, or agree to give, any person employed by the other party, or any person employed by it or acting on its behalf, any gift or consideration of any kind as an inducement or reward for doing, or forbearing to do, or having done, or forborne to do, any act in relation to the obtaining or performance of this Agreement or for showing, or forbearing to show, favour or disfavour to any person in relation to this Agreement ; or

15.1.2 Commit any offence under the Bribery Act 2010; or

15.1.3 Give any fee or reward, the receipt of which is an offence under section 117(2) of the Local Government Act 1972.

15.2 If any party or any person employed by it or acting on its behalf, breaches clause 15.1, such breach shall be deemed to be a material breach of this Agreement.



16. NOTICES

Any notice required to be given by a party shall be in writing and service shall be affected by first class recorded delivery post when service shall be deemed effective on the second Working Day after posting.

17. ANNOUNCEMENTS

Neither party shall make or permit any person connected with it to make any announcement concerning this Agreement except with the written approval of the other party (such approval not to be unreasonably withheld or delayed).

18. FURTHER ASSURANCE

Each party undertakes at the request of the other to do all acts and execute all documents which may be necessary to give effect to the meaning of this Agreement.

19. DISCRIMINATION

Neither party shall unlawfully discriminate either directly or indirectly within the meaning and scope of any law including but not limited to the Equality Act 2010.

20. SEVERANCE

If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

21. THIRD PARTIES

A person who is not party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

22. RELATIONSHIP BETWEEN PARTIES

This Agreement shall not create the relationship of partnership or principal and agent or employer and employee.

23. WAIVER

Any failure to exercise or any delay in exercising a right or remedy by either party shall not constitute a waiver of that right or remedy or of any other rights or remedies.

24. ENTIRE AGREEMENT

24.1 This Agreement, together with the documents referred to in it 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.

- 24.2 Each of the parties acknowledges and agrees that in entering into this Agreement and that it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding other than as expressly set out in this Agreement.

25. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of England and subject to first complying with the provisions of clause 11 and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

26. CUSTOMER CARE

Compliments, comments and concerns

Feedback and compliments are encouraged from customers so please contact nicky.scott@lancashire.gov.uk

If a customer is concerned about any aspect of the service provided, please write to nicky.scott@lancashire.gov.uk so that matter can be investigated, resolved and an apology can be given.

If there are still matters outstanding, please write to the Head of Health, Safety and Resilience Service alan.wilton@lancashire.gov.uk

If there are still matters to be addressed, a formal written complaint can be made to:

The Complaints Manager:
Lancashire County Council
FREEPOST
PO Box 1349
County Hall
PRESTON
PR2 0TX

