
**SERVICE LEVEL
AGREEMENT**



RÆDWALD
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SERVICE LEVEL AGREEMENT

Dated

2020

(1) [Name of first party]

(2) Raedwald Trust

BETWEEN:

(1) [PARTNER NAME] incorporated and registered in [England] with company number [NUMBER] whose registered address is at [ADDRESS] (“Partner”).

and

(2) Raedwald Trust incorporated and registered in England with company number 08702099 whose registered office is at Parkside School, 291 Spring Road, Ipswich, Suffolk IP4 5ND (“Raedwald”).

BACKGROUND

(A) The parties agree that providing education for pupils with additional needs requires a partnership approach with each party undertaking assigned roles and responsibilities.

AGREED TERMS

1 Interpretation

1.1 Definitions:

Baseline

Assessment

Information

includes but is not limited to: progress date, copies of any relevant SEND paperwork, details of any previous referrals to specialist services, per cent of attendance; a copy of the timetable offer prior to starting at Raedwald; Copies of Raedwald’s safeguarding policy and behaviour policies; confirmation that the Pupil remains enrolled at the Partner and an individual Pupil risk assessment.

Business Day

a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours	the period from 8:30am to 4.30pm (8 hours) on any Business Day.
Charging Policy for Schools and Academies	the Charging Policy for Schools and Academies dated September 2019 available at https://www.raedwaldtrust.com/wp-content/uploads/2019/09/Charging-Policy-to-Schools-Academies-1.pdf as may be updated or amended from time to time.
Commencement Date	[•].
Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures	shall have the same meaning as defined in the Data Protection Legislation.
Data Protection Legislation	means all applicable data protection legislation and privacy legislation in force from time to time in the UK including the GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); any other directly applicable European Union regulation relating to privacy; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications.
Education Provision	the personalised teaching and learning programme under which Raedwald provide the Services to Pupils.
Force Majeure	any unforeseeable circumstance not within a party's reasonable control including, without limitation acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of

sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority; collapse of buildings, fire, explosion or accident; and interruption or failure of utility service.

IEP or ILP means the Individual Education Plan or Individual Learning Plan which provides information appropriate to the planning teaching monitoring and evaluation of a SEN Pupil.

GDPR
Personal Data General Data Protection Regulation ((EU) 2016/679). shall have the same meaning as set out in the Data Protection Legislation.

Processing Purpose providing Education Provision to Pupils and any related purpose as Raedwald considers necessary to provide education to SEN Pupils.

Pupil an individual with special educational needs who is enrolled at the Partner organisation and who is to obtain the benefit of the Education Provision pursuant to the Service.

SEN
Services Special Educational Needs. the services set out in Schedule 1 of this agreement which are provided by Raedwald to a Pupil under their Education Provision.

Term the portion of an academic school year during which Raedwald is open for business as may be determined by the government website <https://www.gov.uk/school-term-holiday-dates> as may be updated or amended from time to time.

- 1.2 Clause and schedule 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 and form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

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- 1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
 - 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
 - 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
 - 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
 - 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
 - 1.10 Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended or re-enacted on or after exit day from time to time.
 - 1.11 A reference to writing or written includes email.
 - 1.12 A reference to this agreement or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
 - 1.13 References to clauses are to the clauses of this agreement.
 - 1.14 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 Commencement and duration

- 2.1 This agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 7 (Termination) for a minimum duration of a Term or until the date on which the Services are no longer required by a SEN Pupil whichever occurs first, when it shall terminate automatically without notice.
- 2.2 From the Commencement Date and for the period for which any SEN Pupil is in receipt of Education Provision pursuant to this agreement, each party shall comply with its obligations under this agreement.

2.3 No SEN Pupil shall be provided with Services in the absence of Raedwald being provided with Baseline Assessment Information which is proportionate to the needs of the Pupil.

3 Raedwald obligations

3.1 Raedwald shall:

- (a) provide the Services to SEN Pupils to ensure continued access to education during each Term;
- (b) provide individual and group learning to SEN Pupils;
- (c) provide appropriate educational assessments to ensure personalised programmes are designed to meet each Pupil's needs;
- (d) co-operate with the Partner in respect of all travel arrangements required by Pupils enrolled at Raedwald in accordance with clause 4.4(d);
- (e) monitor and evaluate the effectiveness of provision for SEN Pupils who cannot physically attend school due to a medical and/or mental health need or who are on an integration programme, and support the school in the development of an appropriate and sustainable integration plan;
- (f) cooperate with personnel of the Partner to develop reintegration plans into mainstream school, academy and college (as applicable) which includes, but is not limited to, setting monthly Partner visit dates to Raedwald's site, setting dates for a mid-placement; and setting dates for an end of placement meeting which will be held at the Partner's site in order to plan the specific reintegration plan;
- (g) support and advise on the ability to access education and the impact of such access to education to SEN Pupils;
- (h) contribute to SEN Pupils Education, Health & Care Plan assessments according to the SEN Code of Practice;
- (i) provide support and advice in maximising the achievements and attainment of each SEN Pupil;
- (j) facilitate the greater involvement of SEN Pupils in making decisions about their own educational options including setting their own targets for learning by prioritising health and social needs and in monitoring their own progress against their IEP;
- (k) work closely with parents/carers to ensure that their views are always taken into account and that the rights of the Pupils are paramount;
- (l) at all times comply with its rules on confidentiality
- (m) attend reviews with Partner personnel to discuss educational arrangements and work in partnership with them to obtain, monitor and share safeguarding concerns;
- (n) comply with Raedwald's safeguarding policy, Special Educational Needs or Disability Code of Practice, data protection policy and attendance policy;
- (o) ensure that the Partner is made aware of any fixed term exclusions or any permanent exclusions of the Pupil whilst attending Raedwald;
- (p) fulfil Raedwald's dual registration responsibility to the Partner which includes, but is not limited to, providing; weekly timetable updates, weekly reports on

pupil attendance; and attendance numbers that can be contacted by the Partner on a daily basis; and

- (q) provide a comprehensive end of placement report and key strategies document at the start of the six (6) week reintegration process referred to in clause 3.1(f),

provided always that in performing the obligations provided in clause 3.1 (a) to (q), Raedwald shall only be required to perform such obligations in a way that is in Raedwald's sole opinion reasonable.

3.2 Raedwald shall not:

- (a) identify and discuss any Pupil with a third party without the prior written consent of the Pupil's parent, carer or legal guardian (as applicable);
- (b) co-ordinate any travel arrangements required by Pupils enrolled at the Partner which shall be done by the Partner in accordance with clause 4.4(d);

4 Partner obligations

4.1 The Partner shall provide Raedwald with a copy of its Safeguarding Policy and Behaviour policy in force as at the Commencement Date and shall immediately provide copies of such updated, revised or amended versions of such policies as may be applicable from time to time during the term of this agreement.

4.2 For each SEN Pupil, the Partner shall:

4.2.1 not less than ten (10) Business Days prior to the Commencement Date provide Raedwald with:

- (a) baseline assessment information and progress data which shall include but is not limited to the Baseline Medical Advice and up to date Pupil risk assessment;
- (b) copies of any SEN paperwork including but not limited to the education health and care plan, educational psychology reports, speech and language therapy involvement and occupational therapy;
- (c) details of any previous referrals to specialist services (if not included on the In Year Fair Access Panel form); and
- (d) information setting out the percentage (%) of attendance together with a copy of the timetable of Education Provision offered by the Partner to the Pupil for the 6 months immediately preceding the date upon which the Pupil commences or is to commence receiving the Education Provision from Raedwald.

4.3 The Partner warrants that as at the Commencement Date and on a continuing basis during the term of this agreement that each SEN Pupil is and continues to be enrolled as a Pupil of the Partner.

4.4 The Partner shall:

- (a) provide Raedwald with the name and contact details of the individual member of staff, agent or carer responsible for each Pupil receiving Education Provision and the Partner agrees that the individuals responsible for each Pupil must visit the Pupil at Raedwald once a month (or as otherwise appropriate) and on the

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- first visit must be able to provide to Raedwald on request DBS information and photo identification for verification;
- (b) work with Raedwald staff to plan and implement ILP's for SEN Pupils;
 - (c) provide all relevant work, assessments and plans necessary for planning and creating an ILP for each SEN Pupil whilst attending Raedwald and including the Baseline Assessment Information;
 - (d) arrange all necessary transport arrangements with the Local Authority for each SEN Pupil for travel which is:
 - (i) 3 miles or more from the Pupil's normal residential address for pupils in Key Stage 2 to Key Stage 4;
 - (ii) 2 miles or more from the Pupil's normal residential address for Pupils in the Early Years Foundation Stage/Key Stage 1;
 - (e) implement the school's policy on Inclusion, Equalities and Special Educational Needs, taking into account the Code of Practice, DfE statutory guidance and Raedwald Trust policies for pupils with additional needs as set out in clause 3.2(a);
 - (f) maintain close contact with parents and carers, helping them to understand the Educational Provision that may be suitable;
 - (g) arrange, in collaboration with Raedwald Trust staff, and attend an initial meeting in addition to review meetings for the Pupil;
 - (h) work with Raedwald Trust to ensure that Pupil, parents/carers, and appropriate professionals are in attendance;
 - (i) attend meetings at Raedwald Trust not less than twice each Term (each visit taking place each half term) to review the Educational Provision and Services provided under this agreement;
 - (j) minute the meetings and distribute the minutes to all professionals;
 - (k) ensure that pupils are entered for appropriate external examinations and that predicted performance targets, appropriate coursework expectations and curriculum resources are communicated to the Raedwald Trust teaching team;
 - (l) ensure that general school information for pupils, parents/carers is sent home to all pupils even if the pupil is not attending school in order to include the Pupil in the life of the school as far as possible;
 - (m) plan and implement individual healthcare plans in line with DfE statutory guidance where required;
 - (n) make effective and appropriate arrangements to meet the needs of children and young people with additional educational needs due to medical or mental health difficulties in line with the Department for Education guidance: 'Supporting pupils at school with medical conditions, Statutory guidance for governing bodies of maintained schools and proprietors of academies in England (December 2015)';
 - (o) make alternative arrangements, or be flexible where possible, in order to include the Pupil in the life of the school;
 - (p) inform the school(s) where siblings of the pupil attend if there are any particular circumstances that they need to be aware of;

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- (q) ensure that Raedwald is made aware immediately of any fixed term, exclusions or permanent exclusions of the Pupil if the Pupil is attending the Partner school;
 - (r) host and attend end of placement review meetings with Raedwald;
 - (s) provide feedback on the advice and strategies provided by Raedwald including on the support for reintegration and implement the same;
 - (t) Provide all follow-up feedback relating to the Education Provision provided by Raedwald following the end of the Pupil's placement; and
 - (u) at the end of a Pupil's placement, return any Personal Data provided by Raedwald in accordance with the Data Protection Legislation.

4.5 The Partner shall be responsible for providing the Education Provision at all times.

5 Data protection

- 5.1 Raedwald and the Partner will each be Data Controllers in relation to the information disclosed under the agreement for the Processing Purpose. This Clause 5.1 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. The parties are each a separate Data Controller and no joint controller relationship (as defined in the Data Protection Legislation) shall be created under this agreement.
- 5.2 Each party shall comply with all the obligations imposed on a Data Controller under Data Protection Legislation and will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the other for the duration and purposes of this agreement.
- 5.3 Each party shall implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected.
- 5.4 If either party is required under Data Protection Legislation to notify the Information Commissioner or a Data Subject of a personal data breach (as defined in the Data Protection Legislation) then within forty-eight (48) hours of the personal data breach occurring the other party shall provide such reasonable assistance to the notifying party as may be required to enable the notifying party to make such notification.
- 5.5 In the event that the Information Commissioner or Court determines that the parties are joint data controllers, the parties will co-operate in good faith to agree a joint controller arrangement in accordance with the requirements of the Data Protection Legislation.
- 5.6 The Partner shall indemnify Raedwald in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit,

loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Raedwald arising out of or in connection with any claim brought against Raedwald for actual or alleged breach of the Data Protection Legislation by the Partner, its employees, agents, subcontractors and/or consultants under this agreement..

6 Limitation of liability

- 6.1 Nothing in this agreement limits or excludes liability of either party which cannot be limited or excluded by law, including liability for:
- (a) death or personal injury caused by negligence; or
 - (b) fraud or fraudulent misrepresentation.
- 6.2 The restrictions on liability in this clause 6 apply to every liability arising under or in connection with this agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise with the exception of Clause 5 (Data Protection) which is unlimited.
- 6.3 Neither party may benefit from the limitations and exclusions set out in this clause 6 in respect of any liability arising from its deliberate default.
- 6.4 Subject to clauses 6.1, 6.2 and 6.5, Raedwald's total liability to the Partner in respect of all breaches occurring under or in connection with this agreement shall be limited to the amounts paid or payable by the Partner under this agreement in the twelve (12) months prior to the date the relevant breach occurred or date upon which the breach ought reasonably have been known by the breaching party.
- 6.5 Subject to clause 6.1, no party shall have any liability to the other party for indirect or consequential loss or damage including but not limited to loss of profit, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information or loss of or damage to goodwill or reputation, which are to the fullest extent permissible by law excluded.

7 Termination

- 7.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment in accordance with clause 8.1;
 - (b) the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - (c) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

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- (d) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - (e) there is a change of control of the other party.

7.2 Without affecting any other right or remedy available to it, either party may terminate this agreement on giving not less than three (3) months' written notice to the other party.

7.3 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement pursuant to an event of Force Majeure. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for three months, the party not affected may in its discretion terminate this agreement by giving written notice to the affected party.

8 Payment

8.1 Raedwald shall invoice the Partner monthly in advance for the Services. Each invoice shall quote the name of the Pupil, the list of Services to be provided and the corresponding cost for each Service as set out in Schedule 1.

8.2 The Partner shall pay the invoice:

8.2.1 within 7 days of receipt of the invoice; and

8.2.2 in full and in cleared funds to the bank account nominated in writing by Raedwald.

8.3 If the Partner fails to make payment due to Raedwald under this agreement by the due date, then, without limiting Raedwald's remedies under clause 7 (Termination) the Partner shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 4% a year above the Bank of England's base rate from time to time. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from the due date until payment.

8.4 If the Partner disputes any invoice:

(a) the Partner shall notify Raedwald in writing immediately, specifying the reasons for disputing the invoice;

(b) Raedwald shall provide all evidence as may be reasonably necessary to verify the disputed invoice;

(c) the Partner shall pay to Raedwald all amounts not disputed by the Partner on the due date as set out in clause 8.2.

(d) the parties shall negotiate in good faith to attempt to resolve the dispute promptly; and

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- (e) if the parties have not resolved the dispute within 30 days of the Partner giving notice to Raedwald, the dispute shall be resolved in accordance with clause 10 (Mediation).

8.5 All amounts to Raedwald by the Partner under this agreement shall become immediately due and payable on termination of this agreement for any reason.

9 Warranties and indemnities

9.1 The Partner warrants to Raedwald that it will perform its obligations contained in this agreement and also warrants the actions of its employees, agents, subcontractors and/or consultants under this agreement.

9.2 The Partner shall indemnify Raedwald on demand and in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Raedwald arising out of, or in connection with, any breach of this agreement by the Partner or its employees, agents, subcontractors and/or consultants under this agreement.

10 Mediation

If any dispute arises in connection with this agreement, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure. Unless otherwise agreed between the parties within 14 Business Days of notice of the dispute, the mediator will be nominated by CEDR.

11 Governing law and jurisdiction

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation except that nothing shall prevent a party from seeking injunctive relief in any court of competent jurisdiction.

This agreement has been entered into on the date stated at the beginning of it.

Signed by Angela Ransby
for and on behalf of
Raedwald Trust Director

Signed by [NAME OF DIRECTOR]
for and on behalf of
[NAME OF PARTNER] Director

Schedule 1 Services

Service provided by Raedwald	Price
One Pupil place working with one Raedwald member of staff for half of one Business Day	£95.00
One Pupil place working with one Raedwald member of staff for one Business Day	£190
One Pupil place working at Raedwald for one Business Day	£190
One Pupil place working in a group session (group sessions run every morning over five Business Days in one week for a twelve week period)	£2,250
One-off consultations and observations	Price available on request and as agreed between the parties from time to time.