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## **Agreement for the Supply of Services**

### **Connect2Education Ltd**

#### **Agreement**

#### **Agreement between**

- 1. Client details**
- 2. Connect2Education Ltd** a company registered in England registration number 10848628 having its registered office at Unit 6 Roseberry Court, Ellerbeck Way, Stokesley, North Yorkshire, TS9 5QT (the Contracted)

#### **Definitions**

In this contract the following definitions apply:

“The Client” means schools, academies, virtual schools and local authorities.

“The Contracted” means Connect2Education Ltd and its associated staff in the provision of education services including tuition.

The Company refers to Connect2Education Ltd.

“The Agreement” means the services which the Contracted is engaged by the Client to provide as set out in Appendix 1.

#### **1. The Contract**

- a) These terms constitute the contract between the Client and the Contracted upon being signed on behalf of both parties and govern Agreements undertaken by the Contracted with the Client
- b) No variations or alteration to these Terms shall be valid unless approved in writing

#### **This Agreement sets out**

Connect2Education Ltd Unit 2 Office 8 Roseberry Court Stokesley TS9 5QT Tel 01642 961230 Email [info@connect2education.co.uk](mailto:info@connect2education.co.uk)



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- the services we provide to the students, schools, academies, Virtual Schools and Local authority and external partners
  - the overall standard which we aim to achieve in the provision of our services
  - a mechanism for resolving any problems relating to the delivery of the service

## **2. Scope of Agreements**

The Contracted shall supply one or more of the following services as specified in Appendix 1

- One to one and small group (no more than two students at one time) tuition. Tuition in our education centre or on an 'outreach basis' in schools, approved venues such as Sure Start Centres and Libraries and in a student's home/s where safeguarding assessments and risk assessments show that the home environment is conducive to education taking place.
- There will be a 'pro rata' additional charge for additional students – this will be discussed at time of booking.
- Centre provision where students can come into the Tuition Centre for pre- booked blocks of time for part of their education package.
- Non educational wellbeing services can be commissioned by the Client, including (but not limited to) Relax Kids sessions, Chill Skills and Creative Art sessions.
- To provide the Client with a record of tuition delivered and outcomes.
- All of the above services shall be provided at a rate per hour as shown in Appendix 1.

## **3. Statutory guidance**

Connect2Education Ltd is an Alternative Education Provider of Educational Services, as such, education provision for compulsory school age (also referred to as tuition and education services) can only be provided legally as part of a student's full time education package which remains the responsibility of the client. It is not the responsibility of Connect2Education to ensure that a student has a full time education package however we request, that a copy of the student's timetable is provided on acceptance of contract which evidences how the services provided by Connect2Education Ltd form part of the students overall education package including specified hours.

## **4. Fees**

- Fees and expenses with receipts will be according to the terms set out in Appendix 1
- Fees for additional meetings, paperwork and consultancy will be agreed prior to start of commission.
- Additional fees may arise during the scope of an agreement due to increase in tuition or request for consultancy – this will be agreed prior to changes being implemented.



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## **5. Insurance**

**The insurers for Connect2Education Ltd are Hiscox Insurance: Documents are available on website <https://www.connect2education.co.uk/business-insurance/>**

## **6. Place of work**

The delivery of outreach tuition and education services shall take place at pre-arranged client approved education venues such as a public library, inside a school or academy or a young person's home, local library, Sure Start Centre or residential children's' home by agreement.

The delivery of tuition and education services can also take place inside the tuition centres by prior agreement.

The teachers with Connect2Education Ltd agree to travel on the Company's business within Teesside within a mutually acceptable daily commuting distance from the Contractor's registered head office as confirmed in Appendix 1.

## **7. Scope of the Appointment**

During the duration of the agreement the Contracted shall provide one or more of the following services (and as confirmed in Appendix 1)

- Tuition services provided by qualified teachers.\* see Section 8 for illness/poor weather substitution.
- Tuition of core subjects of English, Maths at KS3 and KS4.
- Tuition of core curriculum at KS3.
- Non educational wellbeing services including (but not limited to) Relax Kids sessions, Chill Skills and Creative Art sessions.
- Connect2Education Ltd provides a small therapeutic style tuition centre in a quiet setting providing one to one support and small group teaching.
- By prior agreement, our tutors/teachers will deliver education services by the hour either in a school setting or a home setting where appropriate.
- By prior agreement Connect2Education will conduct a safeguarding visit to home properties where it has been requested that tuition take place.
- There is an hourly charge for an independent safeguarding visit check – this will be outlined at time of commissioning.

## **8. Right of Substitution**

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The Contracted reserves the right to substitute teachers due to illness or poor weather conditions. Connect2Education Ltd will substitute as a last resort to ensure continuation of service.

The Contracted reserves the right to substitute teachers with a Higher Level Teaching Assistant if there is an unforeseen staff illness – the work will be provided and marked by a qualified teacher.

### **Client Cancellations**

**Bookings which have been made for a full year, term or half term will require two weeks' notice for cancellation in writing or on email.**

From 01 April 2020, there will also be changes to our cancellation policy:  
The changes are as follows:

Cancellations (for short term bookings) or intermediate cancellations for family events or appointment and/or requested changes to **a booked tuition session** must be made by 5pm **Thursday** the week **prior** to the requested change or cancellation.

The changes reflect the importance of ensuring quality provision for students and ensuring staff have time to make alterations to their teaching schedule and prepare planning in good time to meet the needs of your students.

As per our Service Level Agreement, we can only action requests made by schools, academies and local authorities by email. To maintain clarity of communication, we do not action requests made by students, carers, parents or any other outside agency other than the client. We will check with the school that any requests by parents/carers are sanctioned if made in 'good time' as outlined above.

### **7a. adverse conditions and other events of local and national significance**

- During adverse conditions, the Contracted will attempt to continue to provide a service unless it is dangerous to do so. This applies to local and national events of significance where government directive has issued advice and guidance as to the safety of daily work based activities.
- If necessary, due to adverse preventing the initial tutor from accessing the pre booked tuition session, the Contracted will send an alternative tutor.
- If the tutor has attempted to reach the tuition session but was unable to do so due to adverse conditions, the Contracted will attempt to email the lesson resources directly to the school, academy or parent/carer if appropriate.



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- If Contracted staff have arrived at the tuition centre or designated meeting point (including residential homes) and the student/child/young person does not arrive, the Connect2Education Ltd reserves the right to charge for the full session.
- In this case, where we are unable to provide a tuition session because to do so would endanger life, the Contracted reserves the right to charge for the full session.
- In the event that a pre- approved education venue is not available or is closed suddenly and without 24 hours' notice due to adverse conditions, and the Contracted tutor is unable to deliver a service, the Company reserves the right to charge for the full session.

The Company will not accept cancellation from a student/young person, parent or carer. If the Company is notified verbally 24 hours prior to a session is which is considered unlikely to take place (for example due to a medical appointment) the Contracted will check this information with the Client and await email verification of a cancellation from the Client. The Contracted reserves the right to charge for the booked session as per Appendix 1

## **9. Non attendance**

Where a Contracted member of staff has attended a tuition session at the agreed time and place and a child/student or young person does not attend, the Company reserves the right to charge for the session.

If Contracted staff have arrived at the tuition centre or designated meeting point (including residential homes) and the student/child/young person refuses to attend the session for any reason, Connect2Education Ltd reserves the right to charge for the full session.

Where 'non-attendance' continues the Contracted shall ensure that the Client is informed so that a review of service provision can take place with the Client.

The Service Level Agreement runs to an agreed date. Cancellation before that date means that the hours commissioned may still be charged to client's account.

### **Use of hours – Outreach only**

The Contracted may extend to the Client 'use of hours' by prior agreement.

Use of hours is an agreement that where tuition takes place on or within a school site, the Client may request change of tuition during the contracted hours.



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The Client must ensure that they have suitable student replacements for 'Use of Hours'  
The Contracted will complete a short summary of the session/s and email this to Client.

For ad hoc and one off substitute lessons a summary email will replace an Individual Education Report.

Use of hours does not apply to the following:

Tuition 'off site' including in a home, library or any other alternative venue.

## **10. Reporting**

An Individual Education Report (IER) is created for each session taught. This is available to the client on a weekly, half termly or termly basis upon request.

If formal meetings are required or Senior Management is requested to attend, the Contracted reserves the right to charge an additional fee as per Appendix 1.

Connect2Education Ltd will agree to attend **one** meeting per term at no extra charge providing:

- The booking for tuition is for one full half term or longer.
- All accounts are paid on time and as requested
- At least one week's notice of required attendance is given in advance of a meeting

If a written summary of sessions provided is required, Connect2Education staff will provide a full copy of the Individual Education Report as standard. There is no additional charge for this.

If an additional written report is required such as CAMHS feedback or additional summary report for a PEP (Personal Education Plan), we will provide one report per term at no extra charge providing:

- The booking for tuition is for one full half term or longer.
- All accounts are paid on time and as requested
- At least one week's notice of required deadline is given in advance.
- The required report will not take more than 2 hours to collate.

If there are additional requirements including standardised assessment, collation of evidences and detailed collation of documents and formative reports, additional charges may apply: this will be discussed with the client at time of request. Amendment to Appendix 1 can be made and acceptance of agreement authorised by the client in return of email.

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## **11. Client Obligations**

The Client shall provide the following:

- Students/child/Young person details on the form provided by the Contracted including any risk assessments, emergency contact details and details of any medication the student may require such as Epi Pen or an inhaler for asthma, or any reports the Client considers appropriate.
- Client is responsible for the provision of transport arrangements for students/children/young people to and from the tuition centre and any other Client pre- approved education venue as agreed with the Contracted.
- Client shall make Contracted staff aware of any known risks regarding a student/child/ young person and to share information appropriately within their remit to do so. Where appropriate, Client shall provide written risk assessments.
- Client will make good all requests for payment of account within 14 -30 days of invoice (Please refer to your Appendix 1)

## **Contractor's Obligation**

The Contractor shall provide

- Delivery of tuition services by qualified teaching staff who are Enhanced DBS cleared and registered on the update system.
- Contracted staff shall keep a record of the teaching delivered including dates and times.
- Contracted staff shall adhere to safer working practice and are duly advised to ensure that due diligence is utilised at every tuition session.
- Contracted staff shall provide copies of the Individual Education Plan as required by the Client for record purposes and/or data capture.
- Contracted staff will complete a reporting template: if your school has a preferred method of recording data we will work with you in this respect providing the information is available and simple to record.

## **9. Safeguarding**

**Contractor's responsibilities for the application of Safeguarding in respect of children/students/young people and Contract staff.**



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- Contracted teaching and support staff are trained to follow safeguarding protocol including when a child or young person makes a disclosure, the Contracted staff member will report this to your school or academy safeguarding officer in the first instance. Contract staff shall record the incident in writing and submit this to the Client's designated Safeguarding Officer.
- Similarly, if Contracted staff see or hear anything that raises concerns about the treatment of any child, student or young person whilst teaching in a school, home or any other pre- approved educational setting, Connect2Education staff will report all concerns to the Client's designated Safeguarding Officer. This applies to all children, students and young people in addition to those Contracted staff are engaged to teach; Contracted staff understand their safeguarding responsibilities as a teacher extend to a duty of care to all students and young people. Contracted staff also have a duty of care towards other professional colleagues.
- Contracted staff shall not directly involve themselves with any incidents they may witness or disclosures they may be made aware of; Contracted staff understand that they must record the incident or disclosure in writing with a date and all known information and ensure this is passed to the designated safeguarding officer at the earliest opportunity.
- Contracted staff have a duty of care to our staff and the students/young people with whom we work. The Contracted is responsible for safeguarding and background checks of Contracted staff and will provide evidence of due diligence and clear evidence of our safer recruiting measures.
- Clients shall provide any additional information regarding risk assessments where home tuition or residential tuition has been requested. The Contractor adheres to a lone working policy (on our website) Contract staff shall notify their line manager of their attendance to a school or property each time the tuition takes place.
- Where a safeguarding check is required due to a new home visit, the Contracted may request that a Client staff member accompany a 'new' tutor to the home in the first instance to ensure safeguarding checks have been done. In addition the Client shall ascertain the program of delivery including where tuition will take place and supervision of a competent adult (in the home) at all times tuition is taking place.
- There is an additional charge for a safeguarding check made by Connect2Education Ltd. This is agreed in advance with the Client.
- By prior agreement our tutors/teachers will deliver one to one and one to two student/pupil provision (up to two students per teacher) in our teaching centre; this is by agreement of hours booked. Additional students are charged at 50% of the charge per hour as outlined on Appendix 1.



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## **10. Safeguarding**

Client's responsibilities in respect of safeguarding under the agreement

Contracted requires that the Client shall provide the following:

The Client shall make known details of their safeguarding contact/designated officer or teachers with safeguarding responsibilities and their respective contact numbers.

The Contracted requires that the Client ensures that homes and residential outreach visits are supported by a member of the Client's staff in the first instance to ensure due diligence is in place and safeguarding agreements are adhered to specifically in respect of lone working protocol.

Safeguarding documents for Connect2Education are available here along with all other policies: <https://www.connect2education.co.uk/our-policies/>

## **9. Data Protection**

The Contracted adheres to GDPR 2018 and has signed up to Information Commissioner Certification (see website)

The privacy policy for Connect2Education Ltd can also be found here:  
<https://www.connect2education.co.uk/privacy-policy/>

## **10. Protection of Company documents and materials**

All lesson planning, notes and materials are the property of Connect2Education Ltd.

## **11. Termination**

The Agreement can be terminated by either party giving one month's notice in writing.

### **Contracted Termination events with immediate effect**

With immediate effect and without any requirement for notice at any time after the occurrence if a Contract teacher or staff member is physically injured or threatened in such a way as to cause harm or injury either mental, emotional or physical; this is also in



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relation to any teaching environment which a staff member regards as unsafe. Connect2Education will request up to one month's fee prior to ending the contract.

If despite contact via letter, phone and email the Client has not made good their accounts in respect of the agreement and where no attempt at communication with Connect2Education Ltd is made (to give details of delay) Connect2Education Ltd may decide to terminate agreement with the Client where all avenues of request for payment within the terms of the agreement have been exhausted.

### **Client Termination Events with immediate effect**

A Client has the right to terminate an Agreement if having given seven days' notice in writing of a breach of the Agreement and if the Contracted fails to rectify the breach, the Client has the right to terminate the Agreement with immediate effect and without any further need to compensate the Contracted.

### **12. Resolution of Disputes**

In the event of a dispute, the parties will agree to appoint a third party independent mediator.

### **Jurisdiction**

**Date of Agreement: As Appendix 1 and updates**

### **Signatories to Agreement**

- (Include details of all parties to the agreement - all parties should sign this agreement)
- See **Appendix 1 which will be sent separately. Acceptance of agreement can be via Email and will be legally binding. Updates additions to provision can be accepted by the Client via email.**



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For Client

Signed \_\_\_\_\_

Date \_\_\_\_\_

Position \_\_\_\_\_

For Contracted

Signed \_\_\_\_\_

Date \_\_\_\_\_

Position \_\_\_\_\_

On behalf of \_\_\_\_\_



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