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Agreement for the Supply of Services

Connect2Education Ltd

Updated January 01st 2021

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

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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 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
- For some agreements, it may be a requirement that fees for additional meetings, paperwork and consultancy are 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 additional subjects by agreement may include GCSE French, German, Science, English Literature and History.
- Tuition of core curriculum at KS3.
- Non-educational wellbeing services including (but not limited to) Relax Kids sessions, Primary based sessions for anxious students plus Creative Art & Craft based sessions.
- Connect2Education Ltd provides a small therapeutic style tuition centre in a quiet setting providing one to one support and small group where appropriate.
- By prior agreement, our tutors/teachers will deliver education services by the hour either in a school setting, or building designated by the school, a Sure Start Centre, local library, or a home setting where appropriate and agreed with the client as suitable for education purposes. Covid Regulations apply.
- By prior agreement Connect2Education will conduct a safeguarding visit to home properties where it has been requested that tuition take place.

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- There is an hourly charge for an independent safeguarding visit check – this will be outlined at time of commissioning.

8. Cancellation and Right of Substitution

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 Bookings

Clients may book hourly tuition session in centre, outreach or online, for the following durations:

- A full year as part of a student’s timetable or interim transition plan
- A full term as part of a student’s timetable or interim transition plan
- Half a term as part of a student’s timetable or interim transition plan.
- A short two-week provision which can be monitored – suitable for those students who may be in a short-term transition plan and need suitable education in the interim.
- A week by week booking for ‘in fill’- education if a student is due to move on to a new setting but there is a small gap in provision.

Each contract will be out lined in Appendix 1 with cancellation clause explained.

Client Cancellations

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

Bookings which are **one week, and two-week rolling bookings** will be charged at a higher rate – there is one weeks’ notice period for one week and two-week ‘rolling’ bookings. This means that the booking can ‘roll over’ on the same terms until the Client decides to give a weeks’ notice to end the booking.

The cancellation must be on email from an authorised person.

From time to time we understand that some parents and carers may request a change to the tuition timetable because of medical/CAMHS appointments or meetings with the school. To ensure that we can manage changes effectively and reduce interruption to learning time, we request that any change to a **booked tuition session** must be made in ‘good time’ which is at Connect2Education Ltd Unit 2 Office 8 Roseberry Court Stokesley TS9 5QT Tel 01642 961230 Email info@connect2education.co.uk

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least **three working/school days in advance of the change**. We will always do our best to accommodate changes however, Connect2 Education reserves the right to charge if sufficient prior notice is not given to make those changes.

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.

The Head of Teaching and Learning at Connect2Education will check with the school that any requests by parents/carers are sanctioned if made in ‘**good time**’ as outlined above.

8a. 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.
- 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 Company reserves the right to charge for the full session.
- If the Contracted staff member is unable to provide a tuition session because to do so would endanger life, the Company reserves the right to charge for the full session.
- If a pre- approved education venue is not available or is closed suddenly and without 24 hours’ notice due to adverse conditions or government /local government directives, and the Contracted tutor is unable to deliver a service, the Company reserves the right to charge for the full session.

8b Covid 19 Contingency for closure of Centre and/or agreed education venues including schools and academies:

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- If a pre- approved education venue is not available or is closed suddenly and without 48 hours' (weekends are not included) notice via government /local government directives, and the Contracted tutor is unable to deliver a service, the Company reserves the right to charge for the full session.
- The Company will immediately switch all service provision to an online platform and our Digital Safeguarding Policy will come into effect.
- We will work with parents/carers and our clients to ensure that a smooth transition takes place, and one to one tuition will continue as timetabled.

9. Non-attendance (whether in Centre, one to one or online)

Where a Contracted member of staff has attended a tuition session at the agreed time and place (including online sessions) 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.

For all Online sessions, our team will send out a link to each session provided online. In the event that there is no response, our team will contact the parent or care to establish any issues. If we are unable to make contact the school or local authority/attendance officer will be notified, and the tutor will email the work for the session. Cancelled sessions are chargeable sessions unless done so in line with the cancellation policy. We cannot accept parent/carer cancellation.

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 as outlined on Appendix 1 or will run as a 'rolling short-term booking as specified.

Use of hours – In Schools only on term time minimum booking.

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.

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.



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For ad hoc and one-off substitute lessons a summary email may 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 unless by prior agreement with Connect2Education Ltd. This does not apply to online or remote learning provision with Connect2Education Ltd.

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 in writing 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 1 hour to collate.
- EHCP Advice B will attract additional charges – please discuss prior to request.

If there are additional requirements including standardised assessment, collation of evidence, detailed collation of documents and formative reports, additional charges may apply: this will be discussed with the client at time of request.



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Amendment to Appendix 1 can be made and acceptance of agreement authorised by the client in return of email.

New students – on-line and in centre:

We regret, that we are unable to complete requests for information of any significance until we have worked consistently with a student for one half term or longer.

Once a client has terminated service provision, Connect2Education are no longer responsible for reporting student attendance once the cancellation period has ended.

11. Client Obligations

The Client shall provide the following:

- Students/child/young person's 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.
- The Client is responsible for ensuring that students and young people who are to undertake online learning provisions are suitable equipped with adequate technology to receive online education (which may include sharing of screens and video resources).
- 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.

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- 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.

- 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.



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- 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 always take place and supervision of a competent adult (in the home) tuition is taking place.
- Connect2Education Ltd will issue parents and carers with our on-line policy for remote teaching sessions. This policy will outline the details and rules regarding working with our tutors online including parental or carer responsibilities. The company is not fully responsible for safeguarding children and young people who are only in receipt of online learning.
- There is an additional charge for an outreach safeguarding check made by Connect2Education Ltd. This is agreed in advance with the Client.

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

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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 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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