



Agreement for the Supply of Services

Connect2Education Ltd

Updated April 2022

Agreement

Agreement between

- 1. Client details**
- 2. Connect2Education Ltd** a company registered in England registration number 10848628 having its registered office at Unit 2 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 including SEN Commissioning .

“The Contracted” means Connect2Education Ltd and its associated staff in the provision of education services including teaching/ tuition. The phrase ‘Contracted Staff’ and ‘Connect2Education staff’ may be used interchangeable throughout the document.

The term ‘teaching’ and ‘tuition’ are used throughout the document to specify an agreed delivery of a cost, per hour, education service.

The term ‘teacher’ and ‘Contracted Staff’ are used interchangeably within the document to mean those persons insured by Connect2Education Ltd

‘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.

Connect2Education Ltd does not contract directly with parents or carers in any capacity; this includes where parent holds a budget. All contracts must be conducted as a business to business transaction.



A The Contract

- a) These terms constitute the contract between the Client and the Contracted upon being signed on behalf of both parties and governs 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

- the services we provide to the students, schools, academies, virtual Schools, local authorities, 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

B Scope of Agreements

The Contracted may supply one or more of the following services as specified in a separate Appendix 1 document or on email as per confirmed [agreement](#) with client and budget holder prior to commencement of any service provided.

In Centre provision

- One to one and small group tuition.
- Individual Education Reports completed for each session.
- Attendance report via agreed email.
- Lunch provision available at an additional cost .
- Charges listed on Appendix 1

Online Teaching

- One to one only.
- Individual Education Report provided for each session completed.
- Attendance report via agreed email
- Charges listed on Appendix 1

Residential home, or approved public venue

- Teaching services may be provided by the Contracted in approved venues such as Sure Start Centres and Libraries.

- **A pre-approved risk assessment is required by the Contracted prior to any agreement of outreach tuition, there is charge for this risk assessment.**
- Individual Education Report Provided for each session completed.
- Additional charge for travel time.
- Additional charge for mileage at .25p per mile
- Charges listed on Appendix 1

Private homes (by agreement)

- One to one only.
- **A pre-approved risk assessment is required by the Contracted prior to any agreement of outreach tuition. There is a charge for a risk assessment***
- Individual Education Report Provided for each session completed.
- Additional charge for travel time.
- Additional charge for mileage.
- Charges listed on Appendix 1
- **Some commissions are not suitable, the client will be advised following the risk assessment. Payment for the risk assessment is required regardless of whether further services are commissioned ***

3. Statutory guidance

Connect2Education Ltd is an Alternative Education Provider, as such, education provision (also referred to as tuition and education services) for compulsory school age children 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 may 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, additional charges, and any expenses will be agreed prior to commission with the Contracted and then in writing from the budget holder prior to service provision.
- For some agreements, it may be a requirement that fees for additional meetings*, administration and consultancy are agreed prior to start of commission with the Contracted. Clients will be advised at the time of booking. ***See also Section 10 a. Reporting – Additional Fees**
- For some agreements, including those that may require teaching in an external setting, will be incur additional charges for both travel time and for mileage costs.

- Additional fees may be incurred if travel time is increased, or travel mileage increases during the agreement if the venue is changed.
- Additional fees may arise during the scope of an agreement due to increase in tuition or request for SEND consultancy and or administration – this will be agreed prior to changes being implemented.
- The Contracted may charge additional fees for additional rental costs in respect of room provision for formal examinations.
- Additional fees may be incurred for specific education assessments.

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, Sure Start Centre or residential children's' home by 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

For the duration of the agreement the Contracted shall provide one or more of the following services

- Teaching provided by qualified teachers.
- Teaching of core subjects of English, Maths at KS3 and KS4.
- Teaching of additional subjects by agreement.
- Tuition of core curriculum at KS3.
- Teaching resources provided by the Contracted.
- There is a charge for an independent safeguarding visit or risk assessment.
- The Contracted will advise of all charges prior to commencement of contract

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.



Commissions

Clients may book hourly tuition/teaching sessions in the 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 termly as part of a student's timetable or interim transition plan.
- The minimum booking provision is a two week booking.
- **Each contract will be outlined in Appendix 1**

9. 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. **This does not include school holidays.**

Bookings, which are solely on a two week booking basis are charged at a higher rate – there is a requirement of one weeks' notice period for two week booking.

All cancellations must be via email from an authorised person or person/s who commissioned the service.

9a. Requests for short notice changes to the timetable

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 require that any change to a **booked tuition session** is made at least **five working/school days in advance of the change.**

We will always do our best to accommodate changes however, Connect2Education reserves the right to charge in full, for teaching sessions missed due to changes or cancellations at short notice whether made by the client or parent/carer.

9b. 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

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significance where government directive has issued advice and guidance as to the safety of daily work-based activities.

- If necessary, due to an adverse event preventing the contracted teacher/tutor from accessing the pre booked tuition session, the Contracted will send an alternative tutor.
- If the teacher 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 the Contracted teacher has arrived at the tuition centre or designated meeting point (including residential homes) and the student/child/young person does not attend, the Company reserves the right to charge for the full session.
- If the Contracted teacher 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 there is a notifiable illness in a residential or home setting (this applies to parents/carers/care workers, family and any siblings who have visited or reside in the property) Connect2Education reserve the right to cancel a physical visit by a teacher or tutor and will offer online sessions or send work.
- If online lessons are requested in lieu of a face to face tuition sessions at short notice (less than one week) Connect2Education reserve the right to amend both date and time of replacement lesson to ensure that our teachers are available.

9c. Contingency for closure of Centre and/or agreed education venues including schools and academies due to government directives:

- If a pre- approved education venue is not available or is closed due to government /local government directives, and the Contracted teacher 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 collaborate with parents/carers and our clients to set up continuation of provision within our ability to do so given context of events at that time.

9d. 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.

If there is no response, our team will contact the parent or carer 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/carers 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.

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

The Service Level Agreement runs to an agreed date as outlined on Appendix 1. Cancellation terms apply.

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. Sent separately via email.

Connect2Education Ltd will agree to attend **one meeting per half term** (no longer than 1.5 hours duration) online if

- The booking for tuition is for one full half term or longer.
- At least one week's notice in writing of required attendance is given in advance of a meeting. We will always endeavour to attend meetings at short notice but cannot guarantee attendance without prior booking.

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

10 a. Additional Fees & Charges

- Fees will be charged for any additional meetings, administration, consultation documents and phone calls, at the cost per hour agreed. A written record will be made of the time allocation and each cost itemised. Anticipated costs will be discussed prior to the commissioning of service provision with Connect2Education Ltd.

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- There may be an additional charge for travel time to meetings and mileage charges.

10 b. Fees for Reports and Report writing:

For all bookings

There is no additional charge for short summary responses on email.

There is no additional charge for provision of Individual Education Reports.

There is no additional charge for initial meeting in centre with parents/carers & professionals where Connect2Education has been identified as a possible provision for a child or young person.

There is no additional charge for annual Quality Assurance visits.

There is no additional charge for a pre bookable visit to the centre.

For short term bookings (minimum of two weeks)

There is no additional charge for short summary responses on email.

There is no additional charge for provision of Individual Education Reports.

Additional fees for short term bookings:

- Attendance to additional meetings online will be charged at the agreed hourly rate. Please note that the SLA offers one meeting per half term whilst tuition is in progress. Once tuition ceases, involvement in meetings will cease.
- Written report requests will be charged at the hourly rate.
- SEND consultancy work required will be charged at an hourly rate.

For Termly Bookings

There is no additional charge for short summary responses on email.

There is no additional charge for provision of Individual Education Reports

There is no additional charge for attendance to ONE meeting per Half Term of no longer than 60-90 minutes in duration and we have been given at least one week's notice.

Additional fees for Term to Term and long term bookings:

- Attendance to additional meetings (other than the ONE per half term) is chargeable at the hourly rate specified on Appendix 1
- EHCP Advice B will incur additional charges – please discuss prior to request.
- Additional requirements, including standardised assessment, CAMHS reports, detailed collation of documents and formative reports, will be charged as additional hours: this will be discussed with the client at time of request.
- Provision of homework and summative marking of return homework may be charged as an additional service.

Connect2Education Ltd Unit 2 Office 8 Roseberry Court Stokesley TS9 5QT

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- Additional meetings (additional to the one meeting per half term) with parents/carers and other professional may be charged at the hourly rate specified.
- Safeguarding and or visits to an outreach venue where a risk assessment is required will be charged at £60.00 this is a non- refundable charge .
- SEND consultancy is an additional service and will be charged at the hourly rate agreed.
- Connect2Education regret, that we are unable to complete requests for summative assessment information until we have worked consistently with a student for one half term or longer.

Amendment to Appendix 1 can be made and accepted if the changes to an existing agreement has been authorised by the client/budget holder via email.

11. Client Obligations

The Client shall provide the following:

- Students/child/young person's details on the Connect2Education referral form, including risk assessments, emergency contact details and details of any medication the student may require such as Epi Pen or an inhaler for asthma.
- Copies of EHCP and any other education reports relating to the referred child or young person.
- Information regarding allergies including food allergies/intolerances and any other allergy the child or young person may have including asthma.
- The 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). Connect2Education will not undertake teaching over a mobile phone device or whilst a child or young person is in transit in a vehicle.
- The Client shall make Contracted staff aware of any known risks on the referral form provided, regarding a student/child/ young person and share information appropriately within their remit to do so.
- The Client will make good all requests for payment of account within 30 days of invoice unless specific agreement is in place with the Connect2Education Finance Department.

12. Contractor's Obligation

The Contractor shall

- Maintain an up to date central record of all staff and ensure that Safer Recruitment practice is adhered to .
- Provide on request Contracted Staff DBS details and photographs prior to commencement of teaching services.
- Ensure all insurance documentation is up to date and always displayed on the website.
- Ensure the delivery of tuition/teaching is by qualified teaching staff who are Enhanced DBS cleared and registered on the update system.
- Ensure Contracted staff adhere to safer working practice and that due diligence is used at every tuition session.

13. 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 the Designated Safeguarding Lead at Connect2Education in the first instance. Contract staff shall record the incident in writing and submit this to the Client's designated Safeguarding Officer.
- Should Contracted staff see or hear anything that raises concerns about the treatment of any child, student or young person whilst teaching in a school, Connect2Education staff will report all concerns to the Designated Safeguarding Lead at the school in the first instance, then as soon as possible to the Designated Safeguarding Lead at Connect2Education Ltd.
- Should Contracted staff see or hear anything that raises concerns about the treatment of any child, student, or young person in any other pre-approved educational setting outside of the school, staff will report all concerns to the Designated Safeguarding Lead at Connect2Education. 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 understand that they must record any incident or disclosure in writing with a date/time and all known information and ensure this is passed to the Designated Safeguarding Lead at Connect2Education at the earliest opportunity.

- Contracted staff have a duty of care to all 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 Safer Recruitment practice and hold a Central Record.
- Clients shall provide any additional information regarding risk assessments. The Contractor adheres to a lone working policy (available on the website) Contracted staff shall notify their line manager of their attendance to a school or property each time the tuition takes place.
- Contracted staff 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. Connect2Education staff undertake a responsibility for safeguarding children and young people within the agreed timings of the agreed online session.
- Connect2Education staff can not be responsible for safeguarding children and young people outside of the agreed timing of the online session.
- There is an additional charge for an outreach safeguarding check made by Connect2Education Ltd. This is agreed in advance with the Client.

Client's responsibilities in respect of safeguarding under the agreement.

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

14. 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/>

15. Protection of Company documents and materials

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

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16. Termination

The Agreement can be terminated by following the cancellation procedures pertaining to the contract agreed.

16 a. 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 payment of the two week notice period.

Taster sessions are offered in the centre without any commitment to contract by either Connect2Education or a client. Following the completion of the taster sessions, a decision will be made by Connect2Education in the first instance and then discussed with the client regarding whether an offer of contract can be made.

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.

16 b. Client Termination if breach of agreement

A Client has the right to terminate an Agreement if :

The Contracted fails to rectify a breach of contract within an agreed period.

17. Resolution of Disputes

In the event of a dispute, the parties will agree to appoint a third-party independent mediator. Connect2Education Ltd will refer to MBRH Consulting <https://mbhrconsulting.com/hr-middlesbrough/>

Jurisdiction

Date of Agreement: As Appendix 1, email and authorised updates with authorised person commissioning provision as named on referral form .

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.**

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- **Acceptance of agreement can be via email and will be legally binding.**

*** Updates and/or additions to provision can be confirmed as accepted and agreed by the Client via email.**

Signatories.....

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Date: