

AGREEMENT FOR THE PROVISION OF [●] SERVICES

DATE:

MADE BETWEEN:

- (1) [REGISTERED NAME] of [registered office or principal place of business if unregistered] (the “Provider” also referred to as “You” or “you” in this Agreement); and
- (2) THE GOVERNING BODY OF [SCHOOL] of [ADDRESS] (the “Governing Body” also referred to as “We” or “we” in this Agreement).

The parties agree that this Agreement is made up of:-

SPECIFIC TERMS
GENERAL TERMS AND CONDITIONS
APPENDIX 1 – SPECIFICATION [including Safeguarding Policies]
[PROVIDERS PROPOSAL DATED]
[list any other documents to be included]

SPECIFIC TERMS

Authorised Officer	[name and contact details], who is your primary contact in the Governing Body
Description of Services to be provided	[enter brief description of Services] as set out in more detail in Appendix 1 – Specification
Fee (excluding VAT)	£[●] which we will pay to you in the instalments and intervals set out in the Payment Periods
Governing Body Rules	Means all relevant Governing Body policies, rules, codes, procedures, orders and codes of practice
Indexation	<p>Clause 3.7 will not apply to this Agreement</p> <p>Clause 3.7 (a) will apply to this Agreement Clause 3.7(b) will apply to this Agreement Clause 3.7 will be replaced with the following clause:-</p>
Insurance	<p>The minimum amount of cover required for this Agreement is:-</p> <p>Employers Liability Insurance: £10m [other] Public Liability Insurance: £5m [other] Professional Indemnity Insurance: £5m [other]</p>
Legislation	Means all relevant Acts of Parliament, statutory regulations, order, guidances and codes of practice including any subsequent amendments or comparable legislation
Liability	<p>Clause 6.3 will not apply to this Agreement</p> <p>Clause 6.3 will apply to this Agreement and the liability cap level shall be £ [●]</p>

Local Authority	Southwark Council, being the local authority responsible for the School and as whose agent the Governing Body makes payment of any delegated budget under this Agreement.
London Living Wage	Clause 4.9: London Living Wage is is not applicable
Monitoring	Clause 5.4 (a) applies [or] Clause 5.4 (b) applies and the specific reporting requirements are [•]
Payment Periods	Quarterly in arrears advance , as follows: 25% of the Fee £[•] on [•]; 25% of the Fee £[•] on [•]; 25% of the Fee £[•] on [•]; 25% of the Fee £[•] on [•];
Period of Appointment	from the Start Date until [end date] OR [until completion of the Services] unless terminated early or extended by mutual agreement
Providers' Representative	[name and contact details], who has overall responsibility for the management of this Agreement
Safeguarding	Clause 4.7 (Safeguarding) is/is not applicable
School	[name of school] which is a Maintained School as defined in s20 School Standards and Framework Act 1998
Staff	Clause 4.6 (Staff) – the period for removing and replacing a notified member of staff under this clause is 7 days [* days] .
Start Date	[enter date]
Timetable	[insert any key stages] You will provide the services in accordance with the timetable unless agreed in writing in advance by the Governing Body. Persistent failure to meet agreed timescales may amount to a material breach of this Agreement.

References to “the Provider” in this Agreement includes anyone engaged by you to provide these Services including any sub-contractor, volunteer, licensee or employee.

References to “staff” or “employees” in this Agreement includes where appropriate volunteers providing these Services.

Any square brackets in this Agreement shall be deemed to be deleted.

IN WITNESS the parties have entered into this Agreement by signature of their respective duly authorised representatives.

Signed by:

Signed by:

Position:

Position:

Signature:

Signature:

FOR AND ON BEHALF OF THE
GOVERNING BODY

FOR AND ON BEHALF OF THE PROVIDER

Signed by:

Signed by:

Position:

Position:

Signature:

Signature:

FOR AND ON BEHALF OF THE
GOVERNING BODY

FOR AND ON BEHALF OF THE PROVIDER