

Outdoor and Environmental Education Service (OEES)

Service Level Agreement between the OEES and



PARTICULARS

Name of Service User	
Address	
Postcode	
Email	
Telephone number	
Summary of services to be provided and charges (all charges include VAT)	
Method of payment	

SERVICE LEVEL AGREEMENT AND CONTRACT

I am in agreement of this SLA and its contents:

Signed for and on behalf of Oldham Council:	
Signature _____	Date _____
Print Name	Position Service Manager

Signed for and on behalf of the Service User:	
Headteacher	Date
Print name	

Please return a signed hard copy to: David Faulconbridge
 Service Manager
 Castleshaw Centre
 Waterworks Road
 Delph
 Oldham OL3 5LZ

A second copy is enclosed for you to retain for your records

1.0 The Service Level Agreement (SLA)

1.1 The purpose of this SLA is to:

- Define the relationship between the above named parties
- Outline and agree responsibilities and levels of service
- Enable monitoring of the agreement
- Outline complaint and methods of resolving disputes
- Ensure resource procedures are in place to provide services that are timely, effective and value for money

1.2 The SLA represents the intent of the above named parties to enter into an agreement for provision of services.

1.3 Both THE SCHOOL and Outdoor and Environmental Education Service (OEES) must provide at least four weeks notice to terminate the SLA (see Terms and Conditions, Appendix 1).

1.4 Cancellation charges apply:

- Where the provision is spread across the period of the SLA (e.g. use of Evolve) the charge will be based on the number of months of service (rounded up) with a minimum charge 25% of the SLA value
- Where the provision has not taken place, cancellation charges will be as follows -

13 weeks plus – no charge	
9 – 12 weeks notice	25%
5 - 8 weeks notice	45% of charge
1 - 4 weeks notice	70% of charge
within 1 week	100% of charge

2.0 Service - General Information

OEES is part of the Neighbourhoods Directorate in Oldham Council.

3.0 Level of Service

3.1 OEES will provide the agreed level of service (outlined above in 'Particulars: **Summary of services to be provided**') where circumstances allow. Normal business hours: 9:00 a.m. to 16:00 p.m. Monday to Friday (Term time).

Place of performance of Services (unless otherwise agreed): Castleshaw Centre, Waterworks Road, Delph, Oldham OL3 5LZ

3.2 The services **offered** by OEES include:

- Provision of outdoor learning (Learning outside the Classroom)
- Advice and support for planning and running educational visits
- Access to the online visit planning and management tool 'Evolve'
- Vetting of specified types of educational visit
- Access to hiring the use of the centre (with the option of residential stay), camping field, minibus, equipment, etc at preferential rates
- Access to specialist staff training at preferential rates.
- Training for visit leaders including EVC & visit leader training
- First Aid, MIDAS and National Governing Body Award courses by arrangement

3.3 **The exact services to be provided** as part of this agreement are as set out above in 'Particulars: **Summary of services to be provided**'. These may be supplemented or amended by mutual agreement during the term of the SLA. The agreement will extend to any additional or amended activities

4.0 Service Standards

- 4.1 OEES will provide a guarantee of quality assurance and service standards (outlined in 4.2) where circumstances allow.
- 4.2 Customers should expect OEES to meet the following standards:
- All staff will be competent and (where appropriate) qualified to deliver the service being provided.
 - All staff will have completed a full DBS check.
 - All staff will follow the Oldham Council's 'Values and Behaviours'. All activities will be delivered in line with good practice, OEES procedures and the conditions of our AALA Licence, Adventuremark and LOTC Quality Badge
 - For Standards relating to Educational Visit support refer to Appendix 1

5.0 Partnership Requirements

- 5.1 The customer will be responsible for meeting the following standards / requirements:
- Ensuring young people are supervised by competent school staff taking responsibility for pastoral care (unless agreed in advance with the OEES Manager).
 - Communicating clearly with OEES prior to the session to agree learning outcomes for the planned sessions
 - Notifying OEES of any special needs, medical issues, dietary requirements, etc. prior to the session.
 - Completing feedback and Service Monitoring forms
 - Ensuring parental consent is in place for activities
 - Obtaining Head and Employer approval for activities where necessary
 - Ensuring personal insurance is in place where necessary
 - Paying invoices within 30 days of receipt
 - Educational visit requirements – see Appendix 1
- 5.2 Cancellation in the event of bad weather, strikes, etc.

Bad weather

- OEES will deliver activities whenever it is safe to do so. In some cases we may need to modify the planned programme/activities to allow for poor weather conditions. We will negotiate this with accompanying staff on the day.
- In the event that we are unable to accept groups at the centre (for example if the access road is blocked by snow) we will provide as much notice as possible. We will attempt to re-arrange any postponed sessions and in the event this proves impossible we will refund the cost of the cancelled session. In the event that the school is unable to attend due to bad weather (e.g. the school is closed) we will try to re-arrange another date – but if this is impossible we reserve the right to charge 50% of the cancellation fee (see 1.4)

Industrial action / strike in school

- Where a visit is cancelled by the school because of industrial action, cancellation fees apply – see 1.4

6.0 Monitoring of Agreement

- 6.1 We ask all visiting group leaders to complete monitoring and feedback forms. We monitor these regularly to inform service improvement.

- 6.2 We have regular inspections for the LOTC Quality Badge, AdventureMark and Adventure Activity Licensing
- 6.3 Renewal – we will contact you at least 3 months prior to the end of this agreement to discuss renewal.

7.0 Costs

- 7.1 Cost and payment agreements will be agreed prior to the start of the project.
- 7.2 Cost and payment agreements by OEES and the customer will be honoured as set out and on time.

8.0 Complaints and Dispute Resolution

8.1 Complaints

The Services will be provided in a competent and professional manner. If you are dissatisfied with the quality or the manner in which the Services are provided then you should contact the OEES Manager. If the matter cannot be resolved with the Service Manager then you should write to: Neil Consterdine, Head of Integrated Youth Services, Civic Centre, Oldham OL1 1XJ. (See also 'Dispute Resolution' – Appendix 1).

9.0 Term of Agreement

- 9.1 The Service Level Agreement will commence on

Appendix 1 – Terms and conditions of the agreement (The “small print”)

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Terms used:

“**We**” / “**Us**” shall mean Oldham Council (Outdoor & Environmental Education Service).

“**You**” shall mean the school or service this SLA relates to.

OEAP: Outdoor Educational Advisers’ Panel

National Guidance: detailed guidance on educational visits produced and maintained by OEAP, available via a website.

EVC: Educational Visit Coordinator

DfE: Department of Education or equivalent successor. Current guidance: **Health and safety: advice on legal duties and powers for local authorities, school leaders, school staff and governing bodies (February 2014)** plus any subsequent releases.

CONDITIONS

A1. Engagement

Our engagement under this Agreement starts on the Commencement Date and shall continue until the expiry of any Term or earlier if a notice is served under this Agreement.

A2. Performance and our responsibilities to you

- A2.1 We shall provide the Services outlined in the Particulars in a proper, skilful manner and in accordance with best practice.
- A2.2 When our work (whether or not as part of a team) requires co-ordination with you or other persons working for us, you shall make yourself available during our normal business hours.

A3. Advice and support for planning and running educational visits

- A3.1 We will provide access to the EVOLVE website and on line approval system.
- A3.2 Support and advice will be provided to the EVC and head teacher on all aspects of educational visits that are within our area of expertise. Demands on the time of the Outdoor Education Adviser should be kept to a reasonable level.
- A3.3 We will advise on the approval of visits including overseas travel, and/or Residential stays and/or specified Adventure/hazardous activities. Other visits will only be approved by the head teacher and will not automatically be checked or monitored by us.
- A3.4 You shall provide accurate information regarding educational visits as well as any other information that we ought reasonably to be made aware of. Information will be provided to us no later than 10 working days prior to the departure date of any proposed visit requiring vetting/approval.
- A3.5 You must ensure that your visit leaders and accompanying staff are competent and appropriately experienced to undertake the proposed visit. In this context competence is as defined in the OEAP National Guidance and Oldham's "Guidance for Offsite Activities and Adventure Activities" which is available via the Evolve system. As a minimum we would expect you to have a suitably trained and competent EVC and visit leaders to have completed leader training.
- A3.6 You shall comply with all applicable legislation, standards and codes of practice relating to educational visits including DfE Guidance, OEAP National Guidance and Oldham's "Guidance for Offsite Activities and Adventure Activities".

A4. Indemnity and Liability

- A4.1 Neither party seeks to exclude or limit its liability for:
- death or personal injury caused by its negligence (but will not be liable for death or personal injury caused by the other party's negligence);

- fraudulent misrepresentation; or
- any other matter in respect of which, as a matter of law liability cannot be excluded or limited.

A4.2 Except as specifically provided, neither party shall in any event be liable to the other for any indirect or consequential loss (including loss of profit and pure economic loss) however caused.

A4.3 Subject to clauses A4.1 and A4.2, our liability to you under the Agreement whether in contract, tort (including negligence) or otherwise shall be limited to 125% of the proportion of the Fees which is paid or payable at the time that the liability arises.

A4.4 We shall not be liable for any loss, damage, claims or proceedings that arise out of any breach of contract, tort, negligence, or breach of statutory duty which is caused by you or which occurs as a consequence of your failure or that of your employees and/or agents to correctly follow procedures, guidance and codes of practice in relation to the Services.

A4.5 We shall hold appropriate insurance in respect of any of our staff in accordance with any legal requirement for the time being in force and if requested by you we shall make available a copy of the insurance policy referred to in this clause to demonstrate to you that the appropriate cover is in place.

A5 Intellectual Property

A5.1 All intellectual property rights in any specifications, instructions, plans, data, drawings, databases, forms, processes, websites, software, technology, models, methods, designs or other material:

- provided by us to you shall remain our property;
- prepared by us specifically for your use, or intended use, in relation to the performance of the Agreement shall belong to us subject to any exceptions set out in the Particulars.

A5.2 We shall obtain necessary approval (if any) before using any material, in relation to the performance of the Agreement which is or may be subject to any third party intellectual property rights.

A5.3 At the termination of the Agreement you shall at our request immediately return to us all materials, work or records held in relation to the Services, including any back-up media.

A6 Good faith

You shall not use or otherwise take advantage of any knowledge or any connection with any of our staff and/or suppliers, unless it is solely for our benefit and with our consent.

A7 Confidential information and record keeping

A7.1 Except as authorised by us and except for information that is in the public domain, already in your lawful possession, or is required by law to be disclosed you shall keep secret and shall not use or disclose, but shall use your best endeavours to prevent the use or disclosure of, any of our information, which includes but is not limited to information relating to our organisation, transactions, finances, software, technology, processes, specifications, methods, designs, drawings or other of our activities or affairs or those concerning our staff and/or suppliers and any other information of a confidential, secret or propriety nature.

A7.2 You must note our obligations under the Data Protection Act 1998, Freedom of Information Act 2000, Human Rights Act 1998 and any codes of practice and best guidance notes issued by the government and appropriate enforcement agencies. You must comply with this legislation in so far as it places obligations on you and to facilitate our compliance. In particular, you must note that we may be required to provide information relating to this Agreement or yourself to a person in order to comply with our obligations under such legislation.

A7.3 In order to assist us in our record keeping and monitoring requirements including auditing and National Audit Office requirements, you shall keep and maintain for six (6) years (or such longer time period required in accordance with any specific legislation) after the Agreement has been completed, full and accurate records of the Agreement including the Services supplied under it, all payments made by you. Furthermore you shall on request allow us or our representatives such access to (and copies of) those records as may be required by us in connection with the Agreement

A7.4 You will at your own cost, provide any information that may be required by us to comply with our procedures for monitoring of the Agreement.

A8 Termination

A8.1 Without affecting its other rights under this Agreement, either party may terminate this Agreement forthwith by written notice to the other if any of the following applies to the other:

- it commits a material breach of this Agreement; or

- it commits any continuing or persistent breach of this Agreement which is capable of being remedied, but fails to remedy such breach within 14 days of a written notice from the other party giving particulars of the breach and requiring it to be remedied; or
- any distress, execution or other legal process is levied upon any of its assets or if it becomes bankrupt, insolvent, enters into any arrangement with its creditors;
- ceases or threatens to cease to trade or, in our reasonable opinion, you appear likely to cease to trade.
- commits a breach of any part of Clause A10.

A8.2 The termination of this Agreement for whatever reason shall not affect or prejudice any rights or remedies accrued and each party shall be and remain liable to perform all outstanding obligations under this Agreement.

A8.3 Upon termination of this Agreement you agree to furnish to us all existing documentation, material and other information that you may have obtained during to this Agreement.

A9 Costs

Each of the parties shall meet its own costs and expenses in connection with the preparation and signing of this Agreement.

A10 Corruption

A10.1 You shall not by yourself or in conjunction with any other person, in relation to this Agreement or any other agreement to which we are a party:

- corruptly solicit, receive or agree to receive, for yourself or for any other person; or offer or agree to give to any person in our service, or any consultant or contractor who has a contract with us any gift or consideration of any kind as an inducement or reward for doing or not doing anything, or for showing favour or disfavour to any person; or
- give any fee or reward, the receipt of which is an offence under the Prevention of Corruption Acts 1889 to 1916 or similar legislation.

A10.2 You shall not enter into this or any other contract with us in connection with which commission has been paid or agreed to be paid by you or on your behalf or to your knowledge unless,

before any such contract is made, particulars of any such commission, and of the terms and conditions of any agreement for the payment thereof, have been fully disclosed in writing to us.

A10.3 We may by notice to you terminate this Agreement or any other contract with us if:

- You or anyone employed by you or acting on your behalf (whether with or without your knowledge) is in breach of this Clause A10; or
- You or anyone employed by you or acting on your behalf is convicted of any offence under the Prevention of Corruption Acts 1889 to 1916 in relation to this Agreement or any other contract to which we are a party.

A10.4 If we terminate this Agreement for breach of this Clause A10, in addition to our other rights and remedies, we shall be entitled to recover from you the amount or value of any such gift, consideration, fee, reward, or commission.

A11 Applicable laws and health and safety

A11.1 The parties shall comply with all applicable laws and statutory regulations or the regulations of any governmental, quasi-governmental, supra-national or other competent agency (including, without limitation, all health and safety) in force from time to time during the term of this Agreement and relating to the provision of the Services.

A11.2 The parties shall in the performance of the Services comply with the provisions of the Race Relations Act 1976, Sex Discrimination Act 1975, Disability Discrimination Act 1995, Employment Equality (Religion or Belief) Regulations 2003, Employment Equality (Sexual Orientation) Regulations 2003 and the Employment Equality (Age) Regulations 2006 and the codes of practice relating thereto as amended from time to time.

A12 Relationship of the parties

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement. Neither party shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.

A13 Entire agreement and variation

This Agreement constitutes the entire agreement and understanding between the parties at the date of this Agreement on the matters covered by it. All previous and collateral agreements and representations are excluded. No variation of this Agreement or oral promise or

commitment related to it shall be valid unless made in writing and signed by an authorised signatory or on behalf of both of us.

A14 Waiver

If either party waives a breach of any provision of this Agreement, that will not be treated as a waiver of any subsequent breach of the same or any other provision of this Agreement.

A15 Severance

If any provision of this Agreement is declared by any judicial or other competent authority to be unenforceable or indication to that effect is received by either of the parties from any competent authority the parties shall amend that provision in such a reasonable manner as achieves the intention of the parties without illegality or at our discretion it may be severed from this Agreement.

A16 Discretion

Any decision, exercise of discretion, judgment or opinion, or approval of any matter mentioned in or arising under this Agreement shall be binding on a party only if in writing.

A17 Notices

All formal notices and/or communications in connection with this Agreement shall be in writing addressed to the other party at the address shown in the Particulars and delivered by hand, or posted first class post or special delivery post. The notice will be deemed to have been duly communicated if delivered by hand when left at the postal address for service or if made pre-paid first class post or special delivery post, 48 hours after being posted. Operational arrangements may be confirmed by email or FAX.

A18 Dispute Resolution

A18.1 In the event of any difference or dispute arising between the parties concerning the interpretation or validity of this Agreement or the rights and liabilities of the parties hereunder then both parties will in the first instance attempt in good faith to discuss and negotiate a settlement of such dispute.

A18.2 Each party will use all reasonable endeavours to reach a negotiated resolution. The specific format for such resolution will be left to the reasonable discretion of the parties but may include preparation and submission of statements of fact or of position.

A18.3 If the dispute is not resolved in this way, both parties agree they shall refer the dispute to an expert to be agreed between them or if the parties fail to agree the President or Vice President (or their nominee) of the Law Society.

A19 The Contracts (Rights of Third Parties) Act 1999

Nothing in this Agreement confers or is intended to confer any right under The Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not a party to this Agreement and the rights of any third party under the said Act are hereby expressly excluded.

A20 Assignment and Sub-letting

A20.1 You may not assign, sublet, licence or hold on trust the benefit or burden of this Agreement without the prior written consent of our authorised signatory.

A20.2 We may assign, sublet, licence or hold on trust our rights and obligations under this Agreement

A21 Interpretation

This Agreement shall be governed by and construed in accordance with English Law and the parties agree that any dispute arising out of or in connection with this Agreement will be subject to the non-exclusive jurisdiction of the English courts.

A22 Freedom of Information Act 2000 ("FOIA")

A22.1 Nothing in this Agreement shall prevent either party from disclosing information that Party considers it is required to disclose in order to comply with the FOIA and/or the Environmental Information Regulations and any other statutory requirements whether or not existing at the date of this Agreement, and the each Party reserves the right to make such disclosure without reference to the other.

A22.2 In the event that either party receives any request under the FOIA or other relevant legislation or codes of practice which relates to that party, the Service(s), the Fee or any other matter, which falls under the auspices of this Agreement, the receiving party shall seek to consult with the other prior to disclosure. The guiding principle will be that all information shall be disclosed except where the receiving party, having sought the others views, considers that particular information is or may be, in the particular circumstances, subject to an applicable exemption in accordance with the relevant section of the FOIA or other legislation or codes of practice.