ALTERNATIVE PROVISION TUTORING SERVICE

SLA AGREEMENT AND ORDER CONDITIONS OF CONTRACT

This **SLA AGREEMENT** is made

BETWEEN:

(1) **Cycloan Education and Restorative Approaches Ltd** (the "Provider") and

(2) **Any purchaser who has requested to be registered on the CERA HUB**

WHEREAS:

A. The Provider, to provide the Services to those Purchasing Bodies who place an Order for Services in accordance with alternative education provision.

B. This agreement provides that any Purchasing Body may place an Order for the provision of the Services from the provider. Any Purchasing Body placing an Order in accordance with this Agreement will adhere to the payment terms and conditions set out in CERA Ltd payments terms and conditions policy. https://www.ceracycloan.co.uk/wp-content/uploads/2021/11/Payment-terms-conditions-and-process.pdf

C. At referral stage the purchaser will required to access the CERA Ltd Hub, all information within the Hub is fully secure and must not be copied, shared with any other parties other than those who are connected to a referral or legal reasons are evident. As per the CERA data protection policy https://www.ceracycloan.co.uk/wp-content/uploads/2021/11/data-protection-with-logos-m97.pdf

D The Provider will share with the Purchaser DBS checks and clearance for all tutors and / or other who are employed by the provider.

DEFINITIONS

1.1 The terms and expressions used in this SLA Agreement shall have the meanings set out below:

"AGMA"	The Association of Greater Manchester Authorities is a partnership between the ten local authorities within the Greater Manchester area. These ten authorities co-operate on several issues, both statutory and non-statutory, where there is the possibility of improving service delivery by working together. To further increase partnership working. Association of Greater Manchester Authorities (AGMA) and its associate members, and Manchester Partners - includes the following Councils: Bolton, Stockport, Tameside, Oldham, Manchester, Rochdale, Bury, Salford, Wigan, Blackburn with Darwen BC, Blackpool, Cheshire East and Warrington and any of their successor organisations.

"Safeguarding and Designated Safeguarding Officer"	The person duly appointed by CERA LTD to act as the Designated Safeguarding Officer for the purpose of ensuring DBS checks are completed and safeguarding measure are met as per this Agreement and notified in writing to the Purchaser on request. CERA Ltd policies are all available online on the company website follow this link for related policy information. https://www.ceracycloan.co.uk/wp-content/uploads/2022/11/Safeguarding-Child-protection-policy.pdf
"Confidential Information GPDR and Privacy "	Any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the Services, the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party, all personal data and sensitive personal data (within the meaning of the CERA HUB) and commercial sensitive information. CERA Ltd are ICO registered CERA Ltd policies are all available online on the company website follow this link for related policy information. https://www.ceracycloan.co.uk/wp-content/uploads/2019/04/GDPR-data-protection-Policy-.pdf https://www.ceracycloan.co.uk/wp-content/uploads/2023/09/Privicy-Policy-2023.pdf
"Contract"	Means the contract which includes the Order Conditions of Contract between the Purchasing Body and the Provider and which is entered into following the acceptance of an Order by the Provider and Purchaser for the provision of Services by the Provider to the Purchasing Body.
"Control"	Control as defined by section 416 of the Income and Corporation Taxes Act 1988.
"Default"	Means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term), or any other default, act, omission, negligence or negligent statement of the relevant Party or its employees in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other.
"DPA"	The Data Protection Act 1998.

“Delivery Instructions”	The instructions for the delivery of the Services as specified within the dedicated secure CERA Hub server in relation to Cycle Mechanics and Business acumen as per set out in the listed modules for each student.
“SLA Agreement”	Means the Terms and Conditions, in respect of the provision of the Services which shall be read as one document. In the event of ambiguity, conflict, or contradictions between either party the conflict will be resolved according to the following order of priority: The date at which the SLA Agreement shall commence is an automatic agreement and as soon as any purchaser registers their details and makes a referral on the CERA Hub and a copy of this SLA will be shared online and accessible on the CERA Ltd Website and can be emailed to the purchaser upon any such request. The purchaser will provide full and comprehensive information regards referral detail this will include any risk assessment documentation and EHCP’s which will be uploaded into the referral documents tab within the CERA Hub. The purchaser must understand that making a referral is committing to booking said Student for a start date and the purchaser will be committing to fulfilling this placement.
“FOIA”	The Freedom of Information Act 2000.
“Force Majeure”	Any cause materially affecting the performance by a party of its obligations under this SLA arising from any act beyond its reasonable control and affecting either party, including without limitation: acts of God, war, industrial action (subject to clause 34.3), protests, fire, flood, storm, tempest, epidemic, explosion, acts of terrorism and national emergencies.
“Goods”	Means any goods integral to the provision of the Services and which are provided by the Provider to the Purchasing Body
“Good Industry Practice”	The exercise of such degree of skill, diligence, care, and foresight which would reasonably and ordinarily be expected from a skilled and experienced Provider engaged in the supply of services similar to the Services under the same or similar circumstances as those applicable to the SLA.

Dedicated Secure Server and CERA Hub notifications	The CERA hub will send automatic notifications to confirm, 1: Attendance when a student arrives. 2: Personal Safety concern notifications 3: Safeguarding concerns
CERA Hub Sessional Recording	The CERA Hub will also evidence written Tutor feedback and written Student feedback alike with sessional ratings between 1-10 both tutor and student can choose.
Certification of module success	As a student achieves success in completing a module the tutor will record this within the CERA Hub and on choosing completed successfully the HUB will automatically issue the student Certificate for all to view.
Security Purchasers / referrers	Purchasers / referrers will also have full access to the CERA Hub and can see student progress when they login. Purchasers / referrers must keep their login details confidential and used only by themselves as failing to do so will result in breach of the SLA terms and conditions.
“HRA”	The Human Rights Act 1998.
“Intellectual Property Rights”	Patents, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.
“Law”	Any applicable Act of Parliament, sub-ordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, bye-law, regulatory policy, guidance or industry code, judgement of a relevant court of law, or directives or requirements of any regulatory body of which the Provider is bound to comply.
“Order”	An order placed by a Purchasing Body for Services to be provided by the Provider in accordance with the order process

"Price"	The price of the Services is agreed before referrals are made, the price may vary depending on the provision and level of intervention required the price shall be regarded as being exclusive of properly chargeable and payment expected within 30 days of the invoice date. Local Authority, and school referrals are currently charged at £184.00 per session delivered . Notice of any change in cost will be emailed and amended within this document, there will be at least 30 days' notice given regards any changes.
"Provider"	The Provider identified in this SLA Agreement and as specified in and where applicable this shall include the Provider's Employees, sub-contractors, agents, representatives, and permitted assigns.
"Purchasing Body"	Must inform the provider (CERA Ltd) of any changes to staff on their role within the CERA HUB to ensure the correct people have access to the CERA HUB and information held within it.
"Replacement Purchaser"	Any company, organisation or person who replaces the Purchaser *(i.e. if a student referral is to be transferred to another purchaser)* CERA Ltd must be notified in writing with a proposed date of transfer giving at least 5 working days notice of the "expected transfer" request date to ensure CERA Ltd have time to successfully transfer a referral in a timely manner.
"Services"	The services as described in the SLA to be supplied by the Provider in accordance with the SLA together with all equipment required and any associated goods provided by the Provider in relation to those services. as specified within the CERA Hub in relation to Cycle Mechanics and Business acumen as per set out in the listed modules. (note; When school inset days are planned, we will be open, and your students will be expected to attend with us in line with the referral made)

6. SUPPLY OF SERVICES

6.1 Subject to the provisions any Purchasing Body shall be entitled at any time during the Term to place an Order with the Provider for the supply of the Services. The purchasing body must assess suitability of a student before referring into the supplier, Student must have a mechanical interest, if a student is deemed unsuitable due to inappropriate behaviour or a complete lack of interest the placement will be ended with safety in mind, the purchaser will be given the option to refer another student to fill and continue the placement however if the purchaser chooses not to replace a student no refunds will be made. (note; When school inset days are planned, we will be open, and your students will be expected to attend with us in line with the referral made)

6.2 In the event that the Provider is unable to accept the Order, then the Provider shall notify the Purchasing Body.

6.3 The Provider shall ensure that the Services provided pursuant to the Order exceed or meet the requirements of the Service Specification and where the purpose for which the Services are required is indicated in the Order, either expressly or by implication, shall be fit for that particular purpose.

6.4 The Provider warrants that the Services to be supplied under this Agreement shall comply in all respects with all relevant requirements of any statute, statutory rule or order, or other instrument having the force of law which may be in force at the time when the Services are supplied.

7. PAYMENT

7.1 In consideration of the supply of the Services in accordance with the terms of the SLA Agreement, the Purchasing Body is liable for paying the Price in accordance with the invoicing procedure and payment profile specified in Order Conditions of Contract, payment are expected to be made within 30 days of the invoice date (see CERA Ltd payment terms and Conditions). Note; When school inset days are planned, we will be open, and your students will be expected to attend with us in line with the referral made)

7.2 Where applicable The Purchasing Body shall pay the Value Added Tax on the Price at the rate and in the manner prescribed by law from time to time.

7.3 The Price shall only be increased where provisions to do so are identified in and agreed by relevant parties or specified through consultation with the Strategic Commissioning Project Lead for SEN/SEND student framework... Local Authority, and school referrals are currently charged at £184.00 per person per session delivered. Notice of any change in cost will be emailed and amended within this document, there will be at least 30 days' notice given regards any price changes.

10. MONITORING AND REPORTING

The Provider shall:

10.1 appropriately manage the CERA Hub and Services that it provides under all Orders in accordance with the relevant Service Specification.

10.2 be required to provide to the purchaser accurate and up to date management information in relation to any referral via access to the CERA Hub

12. TERMINATION

Termination for Convenience

12.1 The purchaser may terminate this SLA Agreement by giving to the Provider(s) not less than 90 days' notice in writing of such termination.

Break Clause

12.2 On the second, or third anniversary of this SLA Agreement, the purchaser, giving no less than 30 days' notice in writing, prior to the anniversary, may terminate the SLA.

13. CONFIDENTIALITY

13.1 Any documents provided by the purchaser and information which the Provider may acquire as a result of the SLA Agreement shall to the extent that they are not in the public domain or required to be disclosed by operation of Law remain confidential to the Purchaser and shall not be disclosed disposed of or used for any purpose without prior written consent from the Purchaser. *(see CERA Ltd related policy which can also be found on the CERACycloan website)*

https://www.ceracycloan.co.uk/wp-content/uploads/2019/04/GDPR-data-protection-Policy-.pdf

13.2 All Confidential Information provided by the Purchaser to the Provider shall be removed from the CERA HUB on request. *(see CERA Ltd related policy which can also be found on the CERACycloan website)*
https://www.ceracycloan.co.uk/wp-content/uploads/2023/09/Privicy-Policy-2023.pdf

13.3 Both parties shall take all reasonable steps to ensure the observance of the provisions of this SLA by all their servants, Employees, sub-Providers, agents, professional advisors and consultants.

14. CORRUPTION

14.1 The Provider shall not offer or give, or agree to give, to any employee, agent, servant or representative of the purchasing body any gift or consideration of any kind as an inducement or reward for doing, any act in relation to the obtaining or execution of the SLA Agreement for showing or refraining from showing favour or disfavour to any person in relation to the SLA Agreement or any such contract. The attention of the Provider is drawn to the criminal offences under the Prevention of Corruption Acts 1889 to 1916.

15. LAW AND JURISDICTION

15.1 This SLA Agreement shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

16. LOCAL AUTHORITY RIGHTS

16.1 Nothing contained in this SLA Agreement shall prejudice the relevant Purchasing Bodies' rights, powers, and duties as local authorities.

17 TRANSPORATION OF STUDENTS

17.1 The Purchaser holds full responsibility to organise and pay the cost of taxi's to and from CERA Cycloan and ensure taxis are ordered in a timely manner for the beginning and the end of each daily session booked.

17.2 The Purchaser holds full responsibility to complete a full assessment to risk assess if a student is safe and secure to complete independent travel arrangements to and from CERA Cycloan the Purchaser must also ensure public transport is timely to ensure any student can get themselves too and froe in a timely manner.

17.3 The purchaser holds full responsibility to ensure if there any issues with travel timely alternatives can be put in place to ensure safety of student transportation.

18. ACCEPTANCE OF THE SERVICE LEVEL AGREEMENT

18.1 The terms and conditions set out in this SLS become active as soon as a purchaser has registered and made a referral on the CERA Ltd Hub. The Service Level Agreement is automatically accepted, and dates and times of registration are also automatically recorded within the CERA Hub for reference and at this point the SLA becomes active and legally binding between the purchaser and the provider, on making a referral into us the purchaser is confirming attendance of a student and accepting all costs attached to the referral in question. If for any unforeseen reason the purchaser cannot fulfil a referral after submitting and confirming a booking, at our discretion it may be decided to charge an admin fee of 35% of the overall related cost.

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The MBE for volunteer groups
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