

**DATED**

**2013**

(1) **[INSERT NAME OF LOCAL AUTHORITY PARTY]**

(2) **SOUTH EAST WALES EDUCATION ACHIEVEMENT  
SERVICE**

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**AGREEMENT FOR THE COMMISSION OF  
SCHOOL STANDARD IMPROVEMENT SERVICES**

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**BETWEEN**

- (1) [INSERT NAME OF PARTY] (the “**Authority**”); and
- (2) SOUTH EAST WALES EDUCATION ACHIEVEMENT SERVICE a company registered in England and Wales with company number 8155408 and whose a registered office is at Newport City Council, Newport Civic Centre, Godfrey Road, Newport, NP20 4UR Company (the “**Company**”)

**RECITALS**

- (A) The Authority has general functions in relation to education pursuant to section 13 of the Education Act 1996. In particular, pursuant to section 13A of the Education Act 1996 the Authority must ensure that its relevant education functions and its relevant training functions are exercised with a view to promoting high standards and fulfilment of learning.
- (B) The Authority together with other local authorities in the South East Wales region has reviewed its delivery of education services and has decided to collaborate with such other local authorities with the aim of improving education standards in the region.
- (C) The Authority has entered into a Collaboration Agreement with the other local authorities in the region dated 23<sup>rd</sup> December 2013 which sets out the terms of the collaboration (“**Collaboration Agreement**”). The Authority, together with its collaborating partners, have also established a jointly owned company limited by guarantee (being the Company) for the purpose of commissioning services from the Company which will improve the standard of education in the South East Wales region.
- (C) The Authority wishes the Company to provide and the Company has agreed to provide services aimed at improving standards of education in the Authority’s area on the terms set out in this Agreement.

**AGREEMENT**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement including its Schedules unless the context otherwise requires

1.1.1 the following definitions are used:-

“**Academic Year**” means 1 September to 31 August during which the Company shall provide the Services;

“**Additional Services**” means such services as the Authority may require the Company to deliver from time to time determined in accordance with the Additional Services Request Process;

“**Additional Services Agreement**” means an agreement, a template of which is set out in Schedule 3 (Additional Services Request Process), duly signed by the Parties setting out the Additional Services to be delivered by the Company;

“**Additional Services Charges**” means the charges set out in an Additional Services Agreement;

“**Additional Service Request**” means a request by the Authority to the Company to deliver Additional Services, such request made in accordance with the Additional Services Request Process as set out in Schedule 3;

"**Agreement**" means this agreement together with its Recitals and Schedules;

"**Anniversary Date**" means an anniversary of the Commencement Date;

"**Bespoke Services**" means services ancillary to the provision of the Core Services as set out in Schedule 2;

“**Beneficiaries**” means those schools, head teachers, teachers, governors, parents or children who are in receipt of (or are identified as being eligible of being in receipt of) Services delivered by Company on behalf of the Authority;

“**Business Day(s)**” means any day(s) other than a Saturday or Sunday or a public or bank holiday in England and Wales;

"**Commencement Date**" means the \_\_\_\_\_ ;

“**Core Services**” means the services the specification of which is set out in Schedule 1;

"**Confidential Information**" means information, the disclosure of which would constitute an actionable breach of confidence, which has either 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 commercially sensitive information, information which relates to the business, affairs, properties, assets, working practices (including teaching methodology), services, developments, trade secrets, know-how, personnel, customers and suppliers of either and in the case of the Authority, Beneficiaries;

"**Consent**" means all permissions, consents, approvals, certificates, permits, licences, statutory agreements and authorisations required by Law for or in connection with the performance of the Services and all necessary consents and agreements from any third parties needed to carry out the Services in accordance with this Agreement;

"**Contract Standard**" means such standard as complies in each and every respect with the provisions of this Agreement;

"**Convictions**" means other than in relation to minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (IS 1975/1023) or any replacement or amendment to that Order;

"**Data Protection Legislation**" means the Data Protection Act 1998 and all applicable regulations, directives, orders, codes of practice, guidance notes, instructions and formal written advice issued by or on behalf of the Information Commissioner from time to time;

"**Financial Year**" means a financial accounting period of 12 months ending on the 31<sup>st</sup> March each year save that the first accounting period shall run from the 1 September 2012 to the 31 March 2014;

"**FOIA**" means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

"**Guidance**" means all guidance and circulars applicable to the provision of the Services from time to time including without limitation such as are issued by the Authority, the Welsh Ministers and Estyn including the Safeguarding Children in Education (Welsh Assembly Circular No 005/2008);

**“Insured Risks”** means the risks covered by insurance obtained pursuant to Clause 20;

**“Law”** means (i) any Act of Parliament or Act or Measure of the Assembly, applicable statute or proclamation or any delegated or subordinate legislation; (ii) any enforceable right within the meaning of section 2(1) European Communities Act 1972; (iii) the Guidance; and (iv) the Common Law; in each case to the extent that it is in force in Wales;

**“Performance Review Proforma”** means the proforma prepared by the Authority for the purposes of reviewing the Company’s performance against certain benchmarks including (without limitation) the objectives set pursuant to the Collaboration Agreement

**“Personnel”** means such of the officers, employees, agents and contractors of the Company as are involved, directly or indirectly, in the provision of the Services;

**“Requests for Information”** shall have the meaning set out in FOIA or any apparent request for information under the FOIA or the Environmental Information Regulations 2004;

**“Safeguarding Matter”** means a matter relating to protecting children from abuse and neglect; preventing impairment of their health or development; and ensuring that they receiving safe and effective care; so as to enable them to have optimum life chances;

**“Services”** means the Core Services and the Bespoke Services and any Additional Services;

**“Term”** means the period during which this Agreement shall remain in force; and

**“VAT”** means Value Added Tax chargeable under the Value Added Tax Act 1994 (**“VATA”**) or under any legislation replacing it or under any legislation which the VATA replaced and further means Value Added Tax at the rate in force when the relevant supply is made and any tax of a similar nature which is introduced in substitution for or as an addition to such tax from time to time and any penalties or fines in relation to them.

1.1.2 references to a statute or statutory provision shall be construed as a reference to the same from time to time amended, consolidated, modified, extended, re-enacted or replaced;

1.1.3 words in the singular shall include the plural and vice versa and a reference to a gender shall include a reference to all genders;

- 1.1.4 a reference to a person shall include a reference to a firm, a body corporate and unincorporated association or to a person's executors or administrators;
- 1.1.5 a reference to a Clause Schedule or Annex shall be a reference to a Clause schedule or annex (as the case may be) of or to this Agreement;
- 1.1.6 references to writing shall include any modes of reproducing words in a legible and non-transitory form;
- 1.1.7 the headings are for convenience only and shall not affect the interpretation of any provision of this Agreement.

## 2. **TERM**

- 2.1 This Agreement shall be deemed to have come into force on the Commencement Date and shall continue until terminated pursuant to Clause 17 (Termination).
- 2.2 Notwithstanding Clause 6.3 the Authority shall be entitled formally to review the Company' performance and impact under the Agreement no later than the 30 days prior to the second Anniversary Date and every two years thereafter. The Authority shall use the same principles as set out in Clause 6.3 in determining whether the standard of performance is satisfactory.
- 2.3 Ten (10) Business Days prior to the review undertaken pursuant to Clause 2.2 the Authority shall provide the Company with the Performance Review Proforma. The Company shall complete the Performance Review Proforma within seven (7) Business Days ("**Review Response**").
- 2.4 The Authority shall consider the Review Response and may, within thirty (30) days of receipt, and, without prejudice to any other rights and remedies available to the Authority under this Agreement or otherwise, provide recommendations to the Company on how its performance of the Agreement may be improved ("**Recommendations**"). Within thirty (30) days from receipt of the Recommendation the Company may either:
  - 2.4.1 provide the Authority with a timetable of how it will implement such Recommendation;  
or
  - 2.4.2 give reasons why it will not implement the Recommendations.
- 2.5 In the event:
  - 2.5.1 the Company fails to respond in accordance with Clause 2.4; or



2.5.2 the Authority does not agree with the reasons provided pursuant to Clause 2.4.2;

the Authority may refer the matter to be resolved pursuant to Clause 15 (Dispute Resolution Procedure).

### 3. **THE SERVICES**

3.1 The Company shall provide the Services from the Commencement Date for the Term.

3.2 The Company shall ensure to the satisfaction of the Authority that Beneficiaries receive Services in accordance with the terms of this Agreement.

3.3 The Company shall comply with the requirements of the Welsh language scheme of the Authority or (where applicable) any Welsh Language standards in the provision of the Services.

3.4 The Company shall ensure that the Services are at all times provided:

3.4.1 in accordance with good practice at the relevant time;

3.4.2 in accordance with the Contract Standard;

3.4.3 with the reasonable skill and care expected of an expert provider of such services;

3.4.4 in a manner consistent with the Authority discharging its statutory functions;

3.4.5 in accordance with the reasonable instructions of the Authority;

3.4.6 in a manner that does not prejudice any Consents which have been obtained in respect of the provision of the Services; and

3.4.7 in accordance with all Law.

### 4. **VARIATION OF CORE SERVICES OR BESPOKE SERVICES**

4.1 The Company will deliver the Core Services in accordance with the requirements set out in Schedule 1 and the Bespoke Services in accordance with the requirements specified in Schedule 2.

4.2 The Authority shall within thirty (30) days of the end of the preceding Financial Year notify the Company of the nature and volume of the Commissioned Services to be delivered by the Company for the next Academic Year.

## **5. ADDITIONAL SERVICES REQUEST**

- 5.1 Subject to Clause 5.2 the Authority may at any time request the Company to deliver Additional Services.
- 5.2 The Additional Services shall be delivered only in accordance with a binding Additional Services Agreement executed by the duly authorised representative of the Parties.
- 5.3 The Parties shall agree the terms of each Additional Services Agreement in accordance with the Additional Services Request Process set out in Schedule 3.
- 5.4 Where the Company delivers Additional Services, the Company warrants that it has procured additional capability and capacity to provide such services and that the provision of the Additional Services will not affect its ability to deliver the Core Services or the Bespoke Services pursuant to this Agreement or its ability to provide services under any other agreement.

## **6. PERFORMANCE MONITORING**

- 6.1 The Company shall provide the Services in accordance with the standards set out in Schedule 4.
- 6.2 In addition to any specific obligations imposed by the terms of this Agreement, it shall be the duty of the Company to provide the Services to a standard which is in all respects to the satisfaction of the Authority.
- 6.3 The Authority is entitled to monitor the Company's performance under this Agreement at any time, without giving notice and using such methods as the Authority, in its discretion, may see fit. The Company shall provide the Authority with information in respect of the provision of the Services in such format and on such media and at such frequencies as may be specified by the Authority from time to time.
- 6.4 In determining whether the standard of performance is satisfactory, the Authority shall take into account as a guideline the Company's proposed method of operation agreed in principle with the Company at the outset of this Agreement provided that such proposed method of operation shall be subject at all times to the specific obligations imposed on the Company by the terms of this Agreement.

## **7. RECORDS STANDARDS AND INSPECTION**

- 7.1 The Company shall ensure that all aspects of the provision of the Services are the subject of properly documented quality management systems. The Company shall, in the performance of the Services, operate appropriate quality standards and procedures which are at least equivalent to

those specified by the Authority from time to time and which are in all respects satisfactory to the Authority.

7.2 The Authority, and/or their respective nominees shall be entitled to access and audit the Company's quality standards and procedures at any time whilst the Services are being provided to Beneficiaries and the Company shall provide all necessary assistance in respect of the audit. The Authority, and/or their respective nominees shall be entitled at any time and without giving notice to inspect any aspect of the provision of the Services and the Company shall provide all such assistance and facilities as may be required by the same in connection with the inspection.

## 8. PAYMENT

8.1 In consideration of the contribution paid by the Authority to the funding of the Company pursuant to the Collaboration Agreement, the Company shall provide the Core Services and the Bespoke Services.

8.2 The Company may render an invoice for the payment of the Additional Service Charges (“**the Additional Service Charges Invoice**”) once such Additional Services have been rendered and completed to the satisfaction of the Authority.

8.2.1 The Additional Service Charges Invoice referred to in Clause 8.2 above shall be a valid VAT invoice.

8.2.2 The Authority shall pay the Additional Services Charges Invoice within 30 days of receipt thereof provided that such invoice is not disputed by the Authority.

8.2.3 In the event of a dispute in relation to the Additional Services Charges Invoice that cannot be resolved within five (5) days of the Authority notifying the Company that it disputes the invoice, the dispute shall be referred for resolution in accordance with Clause 15 of this Agreement.

8.3 All payments made in terms of this clause shall be inclusive of VAT.

8.4 In the event of late payment, the Company reserves the right to charge interest on the Additional Services Charges overdue for a period in excess of 30 days at a rate of 2% per annum above the annual base rate of Co-operative Bank plc from time to time.

## 9. COMPLAINTS

9.1 The Company shall comply with the complaints procedure set out in Schedule 5.

- 9.2 The Authority shall on or before the Commencement Date provide the Company with a copy of its complaints procedure (a copy of which is hereby acknowledged).
- 9.3 Where a Beneficiary or his representative indicates to the Company that he or she wishes to make a complaint in respect of the Services:
- 9.3.1 where the complaint relates to a Safeguarding Matter the Company shall explain to the Beneficiary or his or her representative that he or she should make a complaint using the Authority's complaints procedure. The Company shall give copies of the Authority's complaints procedure to the Beneficiary and his or her representative;
- 9.3.2 where the complaint relates to any other matter the Company shall explain to the Beneficiary or his or her representative that he or she may make a complaint using the Company's complaints procedure. The Company shall give copies of the Company's complaints procedure to the Beneficiary and his or her representative.
- 9.4 Upon receipt of a complaint (oral or written), where the Company considers that the complaint should be dealt with by the Authority complaints procedure, the complaint shall be referred to the Authority for processing. The Company shall procure that the Personnel shall provide every co-operation to the Authority in respect of the resolution of the complaint.
- 9.5 Where a complaint is dealt with by the Company's own complaints procedure, within five (5) Business Days upon receipt of a complaint (oral or written), the Company shall provide the Authority with full details of the complaint, the procedure for dealing with it and the resulting outcomes.
- 9.6 The Authority may at any time require that a complaint be dealt either (i) by Company but in accordance with the Authority's instructions; or (ii) by the Authority. The Company shall and shall procure that the Personnel shall provide every co-operation to the Authority in respect of the resolution of the complaint.

## 10. **REPRESENTATIVES AND AUTHORITY**

- 10.1 Each Party shall from time to time nominate a person to be its representative for the purposes of liaison, communication and resolution of issues under this Agreement, and shall notify the other party of the identity of its representative from time to time. As at the Commencement Date, the Company's representative is the Managing Director and the Authority's representative is the Director of Education.

10.2 The Managing Director shall consult with the Authority's representative insofar as is reasonably practical in order to harmonise the regular and diligent conduct of day to day operations.

## 11. **PERSONNEL**

11.1 The Company shall procure that:

11.1.1 there shall at all material times be a sufficient number of Personnel (including supervisory Personnel) engaged in the provision of the Services with the requisite level of qualification, skill and experience to provide the Services in accordance with the Law to the Contract Standard (and this will include without limitation the provision of a sufficient reserve of trained and competent persons to provide the Services during periods of holidays, voluntary leave or absence due to sickness);

11.1.2 all Personnel receive such training and supervision as is reasonably necessary to ensure the proper performance of this Agreement (including without limitation training in Authority procedures where appropriate, data protection and confidentiality, health and safety at work and fire risks and prevention); and

11.1.3 its Personnel are aware of the need to observe the highest standards of customer care, courtesy and consideration and the need to keep confidential all information howsoever acquired whether relating to the Authority or a Beneficiary.

11.2 The Company shall in respect of all persons employed, engaged or seeking employment or engagement by it comply with each and every of the provisions of employment legislation including without limitation legislation which prohibits discrimination in relation to employment on the grounds of sex, sexual orientation, colour, race, ethnic or national origin or religion. The Company shall take all reasonable steps (at its own expense) to ensure that its Personnel do not unlawfully discriminate within the meaning of this Clause.

11.3 The Authority shall be entitled to identify to the Company any Personnel whose presence and/or involvement, in the reasonable opinion of the Authority, has or is likely to have a material adverse effect on the performance of the Services. Other than in circumstances where the Authority considers that any Personnel is a risk or danger to any person or to any property of the Authority, the Authority may not prohibit the further involvement in the Services of any Personnel however the Company shall take such other action to address the Authority's concerns as may be agreed between the Parties. The Authority shall not exercise this entitlement unreasonably, frivolously or vexatiously.

11.4 The Company is responsible for the remuneration and payment of its Personnel. Without prejudice to the generality of the foregoing, the Company shall ensure that all monies, salary, benefits, tax and national insurance contributions due to be paid to any of its Personnel or the Inland Revenue relating to the provision of Services by the Company shall be paid up in full and the Company shall fully indemnify the Authority in respect of all claims, demands, expenses, costs, liabilities, damages and losses incurred by it as a result of the Company's breach of this Clause. This Clause shall survive the termination of the Agreement.

11.5 The Company shall:

11.5.1 ensure that Personnel receive full job description giving details of accountability and responsibility to be agreed by the Authority; and

11.5.2 arrange for ongoing professional training at appropriate training courses and educational meetings; and

11.5.3 arrange for appropriate staff training in accordance with current and future legislation including (without limitation) annual training for all Personnel on Safeguarding Children in Education.

11.6 All Personnel shall be properly and presentably dressed and Personnel shall maintain proper standards of appearance and deportment whilst at work.

## 12. **STAFF CONVICTIONS AND DISCIPLINARY ACTION**

12.1 The Company shall, to the extent permitted by law, procure that all potential staff or persons performing any of the Services who may reasonably be expected in the course of their employment or engagement to have access to Beneficiaries are questioned about their Convictions and are required to complete a police check form.

12.2 The Company shall procure that no person who discloses any Convictions or who is found to have any Convictions following the completion of a police check is employed in the provision of the Services without the Authority's prior written consent.

12.3 The Company shall procure that the Authority is advised as soon as practicable of any member of Personnel who, subsequent to the commencement of his employment or engagement, receives a Conviction of which the Company becomes aware or whose previous Convictions become known to the Company.

## 13. **DATA PROTECTION**

- 13.1 In this Clause 13, the term **Personal Data** means personal data (as it is defined at section 1 of the Data Protection Act 1998) that relates to any Beneficiary; the terms **Data Subject, Data Controller, Data Processor** and **Sensitive Personal Data** have the meanings given in the Data Protection Act 1998 and shall be construed accordingly.
- 13.2 Each Party acknowledges that insofar as the Personal Data are concerned the Company and Authority shall be joint Data Controllers.
- 13.3 In providing the Services to the Authority the Company, acting as Data Controller, undertakes to the Authority that it will comply with all Data Protection Legislation.
- 13.4 The Parties agree that the Company shall be solely responsible for:
- 13.4.1 responding to enquiries regarding any Personal Data;
  - 13.4.2 dealing with any Data Subject request in accordance with all relevant Data Protection Legislation; and
  - 13.4.3 ensuring that Personal Data is held and processed in accordance with the Data Protection Legislation.
- 13.5 The Company shall:
- 13.5.1 identify to the Authority an individual authorised to respond to enquiries regarding any Personal Data and who shall deal with such enquiries promptly;
  - 13.5.2 promptly provide to the Authority all information in its possession concerning any unauthorised or accidental disclosure or access made by an employee, director, agent, sub-contractor or any other identified or unidentified third party; and
  - 13.5.3 comply with any relevant changes in the Data Protection Legislation in respect of the Personal Data.
- 13.6 The Company warrants to the Authority that it has put in place and undertakes to maintain:
- 13.6.1 all requisite notifications required under the Data Protection Legislation;
  - 13.6.2 appropriate technical and organisational measures against unauthorised, accidental or unlawful access to Personal Data and/or Sensitive Personal Data;
  - 13.6.3 a level of security programmes and procedures which reflect the level of damage that might be suffered by a Data Subject as a result of unauthorised or unlawful possession

of the subject's Personal Data or Sensitive Personal Data or the loss or destruction of or damage to the subject's Personal Data or Sensitive Personal Data.

13.7 The Company agrees that if it appoints sub-contractors to act as a data processor of the Personal Data it will notify the Authority and the Company undertakes that it will comply in all respects with the provisions of Schedule 1 Part II, paragraphs 11 and 12 of the Data Protection Act 1998.

13.8 The Authority shall refer any enquires regarding Personal Data or any Data Subjects requests to the person identified by the Company pursuant to Clause 13.5.1.

13.9 The Company shall immediately notify the Authority of any breach or suspected breach of this Clause 13.

#### 14. **CONFIDENTIALITY AND FREEDOM OF INFORMATION**

14.1 Each Party:

14.1.1 shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and

14.1.2 shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Agreement or except where disclosure is otherwise expressly permitted by the provisions of this Agreement.

14.2 The Company shall take all necessary precautions to ensure that all Confidential Information obtained from the Authority under or in connection with the Agreement:-

14.2.1 is given only to such of the Personnel and professional advisors engaged to advise it in connection with the Agreement as is strictly necessary for the performance of the Agreement and only to the extent necessary for the performance of the Agreement;

14.2.2 is treated as confidential and not disclosed (without prior approval) or used by any Personnel or such professional advisors otherwise than for the purposes of the Agreement.

14.3 Where it is considered necessary in the opinion of the Authority, the Company shall ensure that Personnel or such professional advisors sign a confidentiality undertaking before commencing work in connection with the Agreement.



- 14.4 The Company shall not use any Confidential Information received otherwise than for the purposes of the Agreement.
- 14.5 The provisions of Clauses 14.1 to 14.4 shall not apply to any Confidential Information received by one Party from the other:-
- 14.5.1 which is or becomes public knowledge (otherwise than by breach of this Clause);
  - 14.5.2 which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
  - 14.5.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
  - 14.5.4 is independently developed without access to the Confidential Information; or
  - 14.5.5 which must be disclosed pursuant to a statutory or legal obligation placed upon the Party making the disclosure, including any Request for Information pursuant to Clauses 14.9 and 14.10.
- 14.6 Nothing in this Clause shall prevent the Authority:
- 14.6.1 disclosing any Confidential Information for the purpose of:-
    - 14.6.1.1 the examination and certification of the Authority's accounts;
    - 14.6.1.2 any examination of the economy, efficiency and effectiveness with which the Authority has used its resources; or
    - 14.6.1.3 seeking or obtaining any legal advice;
  - 14.6.2 disclosing any Confidential Information obtained from the Company:-
    - 14.6.2.1 to the Welsh Ministers;
    - 14.6.2.2 to any person engaged in providing any services to the Authority for any purpose relating to or ancillary to the Agreement; or
    - 14.6.2.3 for audit purposes in accordance with Clause 7.2 or otherwise;
- provided that in disclosing information under sub-Clauses 14.6.2.1 to 14.6.2.3 the Authority discloses only the information which is necessary for the purpose concerned

and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

- 14.7 Without prejudice to any other provision of this Agreement, the Company and its Personnel shall regard as confidential and shall not disclose to any person other than persons authorised by the Authority any information acquired by the Company or its Personnel in, or in connection with, the provision of the Services concerning the identity or medical condition of or treatment received by any Beneficiary.
- 14.8 Each Party acknowledges that the other Party is subject to the requirements of the Freedom of Information Act 2000 (“**FOIA**”), and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under sections 45 and 46 of the FOIA respectively) and the Environmental Information Regulations 2004 and each Party shall assist and cooperate with the other (at their own expense) to enable the other Party to comply with these Information (as defined in section 84 of FOIA) disclosure obligations.
- 14.9 Where a Party receives a Request for Information in relation to Information which it is holding on behalf of the other Party, it shall (and shall procure that its sub-contractors shall):-
- 14.9.1 transfer the Request for Information to the other Party as soon as practicable after receipt and in any event within two Business Days of receiving a Request for Information;
  - 14.9.2 provide the other Party with a copy of all Information in its possession or power in the form that the other Party requires within five Business Days; and
  - 14.9.3 provide all necessary assistance as reasonably requested to enable the Party to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 14.10 Where a Party receives a Request for Information which relates to this Agreement, it shall inform the other Party of the Request for Information as soon as practicable after receipt and in any event within two Business Days of receiving a Request for Information.
- 14.11 If any Party determines that Information (including Confidential Information) must be disclosed pursuant to Clause 14.12 it shall notify the other Party of that decision at least two Business Days before disclosure.
- 14.12 Each Party shall be responsible for determining at its absolute discretion whether the Information:-
- 14.12.1 is exempt from disclosure under the FOIA or the Environmental Information Regulations;

14.12.2 is to be disclosed in response to a Request for Information.

14.13 Each Party acknowledges that any other Party may, acting in accordance with, the FOIA, both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under sections 45 and 46 of the FOIA respectively) or the Environmental Information Regulations to disclose Information:-

14.13.1 without consulting with the other Parties, or

14.13.2 following consultation with the other Party and having taken its views into account.

14.14 The Company shall immediately notify the Authority of any breach or suspected breach of this Clause 14.

## 15. **DISPUTE RESOLUTION PROCEDURE**

15.1 If any dispute arises in connection with this Agreement between the Authority and the Company then in the first instance (unless otherwise agreed) the Company's appropriate representative and the Authority's appropriate representative shall, within 14 days of a written request from either Party, meet in a good faith effort to resolve the dispute.

15.2 If the dispute is not resolved at that meeting, (unless otherwise agreed) the Company's Regional System Leader and an appropriate representative as nominated by the Authority's Director of Education will, within 14 days of a written request from either Party, meet in a good faith effort to resolve the dispute.

15.3 If the dispute is not resolved at that meeting, the Managing Director and the Authority's Director of Education will, within 14 days of a written request from either Party, meet in a good faith effort to resolve the dispute.

15.4 No Party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute pursuant to this Clause 15, provided that the right to issue proceedings is not prejudiced by a delay.

## 16. **DEFAULT BY THE COMPANY**

16.1 If the Company shall fail to provide to the Contract Standard any part of the Services at any time when the same ought to have been provided under the terms of this Agreement then, without prejudice to any other right or remedy which the Authority may possess in respect of such, the Authority may:

16.1.1 require the Company to remedy such default within such time as may be specified by the Authority by providing or providing again (as the case may be) to the Authority such part of the Services to the Contract Standard; and/or

16.1.2 without terminating this Agreement (in whole or in part), itself closely monitor the Company's provision of such part of the Services until such time as the Company shall have proved to the reasonable satisfaction of the Authority that such part of the Services will once more be provided by the Company to the Contract Standard or, at the Authority's option, until such later time as the Authority may specify as being reasonable notice in all the circumstances that the Company will once more so provide such part of the Services.

16.2 Where the Authority exercises its right pursuant to Clause 16.1.2 the Authority shall notify the Company in writing of the following:

16.2.1 the action that it intends to take;

16.2.2 the reason for taking such action;

16.2.3 the date from which such action shall commence;

16.2.4 the time period it believes to be necessary for such action; and

16.2.5 to the extent practicable, the effect on the Company and its obligations to provide the Services during the period such action is being taken.

16.3 The Company shall give all reasonable assistance to the Authority while it is exercising its right pursuant to Clause 16.1.2 and shall procure that the Company's employees and sub-contractors co-operate and provide such assistance to, and follow any direction provided by, the Authority.

16.4 The remedies of the Authority under Clause 16.1 may be exercised successively in respect of any given default by the Company.

## 17. **TERMINATION**

17.1 This Agreement will terminate automatically on the expiry of any notice provided by the Authority pursuant to Clause 14 (Withdrawal and Termination) of the Collaboration Agreement.

## 18. **CONSEQUENCES OF TERMINATION**

18.1 Upon termination of this Agreement howsoever arising:

18.1.1 each Party shall return all Confidential Information, documents, materials and other items belonging to the other;

18.1.2 the Company shall at its own expense return all Beneficiary records (including Personal Data records relating to any Beneficiary or the Authority) to the Authority in the format and on the media specified by the Authority;

18.1.3 the Company shall do all things reasonably necessary to effect an orderly handover of the Services to the Authority or its nominated contractor.

18.2 Upon termination of this Agreement for whatever reason the Company shall, if so requested by the Authority and subject to mutual agreement continue to provide the Services on the same terms as set out in this Agreement for such period as may be necessary whilst the Authority puts in place arrangements for the provision of the Services either by itself or by a nominated contractor.

## 19. **ASSIGNMENT**

19.1 The Company shall not be entitled to assign, novate, sub-contract, charge or otherwise transfer or dispose of its rights or obligations under this Agreement, whether in whole or in part, without the prior written consent of the Authority.

## 20. **INSURANCE**

20.1 Without prejudice to its liability to indemnify the Authority under the terms of this Agreement the Company shall throughout the Term maintain such insurances in respect of the Services as:

20.1.1 are required by Law; and

20.1.2 are necessary to cover its liability in respect of the matters specified in Clause 21.4;

and without prejudice to the foregoing, the Company shall obtain public liability insurance cover for the minimum sum of £5 million in respect of any one event or series of connected events.

20.2 The Company shall:

20.2.1 give the Authority notice immediately on any matter which occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Services;

20.2.2 not do or omit anything as a result of which any policy of insurance may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld;

20.2.3 comply at all times with the requirements and recommendations of the insurers;

20.2.4 give the Authority immediate notice of the occurrence of any damage or loss relating to the Services arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Services.

## 21. **LIABILITY**

21.1 Neither party excludes or limits its liability for fraud, or for death or personal injury arising as a result of its negligence.

21.2 Neither party shall have any liability whatsoever to the other whether in contract tort or otherwise for any losses or damages:

21.2.1 which represent loss of business, revenue, goodwill or profit (other than Company' right to be paid under this Agreement); or

21.2.2 which represent loss of any anticipated or future business, revenue, goodwill or profit.

21.3 Neither Party shall be liable to the other under this Agreement to the extent that it is prevented from complying with its obligations because of any negligence, failure or default on the part of the other.

21.4 The Company shall be liable for and shall indemnify the Authority its officers servants employees sub-contractors and agents against any liability loss claim or proceedings whatsoever arising out of the breach or negligent performance or failure in performance by the Company of the terms of this Agreement.

This indemnity is subject to the provisions of Clause 21.2.

## 22. **ENTIRE AGREEMENT**

22.1 This Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matters of this Agreement.

22.2 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on and shall have no remedy in respect of any statement representation warranty or understanding (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in this Agreement as a warranty.

22.3 Nothing in this sub-clause shall operate or exclude any liability for fraud.

23. **DENIAL OF PARTNERSHIP**

23.1 This Agreement shall not operate so as to create a partnership, joint venture or relationship of employment or of principal and agent of any kind between the parties.

24. **NOTICES**

24.1 Any notice, demand or communication in connection with this Agreement shall be in writing and may be delivered by hand, pre-paid first class post or Special Delivery post (but not by e-mail), addressed to the recipient at its registered office or its address or facsimile number as the case may be stated in Clause 24.3 (or such other address as may be notified in writing from time to time) and shall be marked for the attention of the relevant person as set out in Clause 24.3.

24.2 The notice, demand or communication shall be deemed to have been duly served:

24.2.1 if delivered by hand, when left at the proper address for service;

24.2.2 if given or made by prepaid first class post or Special Delivery post, 48 hours after being posted (excluding days other than Business Days);

24.2.3 provided that, where in the case of delivery by hand, such delivery or transmission occurs either after 4.00 p.m. on a Business Day, or on a day other than a Business Day, service shall be deemed to occur at 9.00 a.m. on the next following Business Day (such times being local time at the address of the recipient).

24.3 The addresses for the Parties are as follows:

<b>Home Authority</b>	<b>Addressed to</b>	<b>Contact</b>

25. **FORCE MAJEURE**

25.1 In this Agreement "**force majeure**" shall mean any cause preventing either Party from performing any or all of its obligations which arises from or is attributable to acts events omissions or accidents beyond the reasonable control of the Party so prevented including without limitation act of God war riot civil commotion malicious damage compliance with any law or governmental order rule regulation or direction accident breakdown of plant or machinery fire flood storm or default of suppliers (but excluding labour disputes among the Company's Personnel).

25.2 If either Party is prevented or delayed in the performance of any of its obligations under this Agreement by force majeure that party shall forthwith serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to force majeure and shall have no liability in respect of the performance of such of its obligations as are prevented by the force majeure events during the continuation of such events.

25.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of force majeure shall use all reasonable endeavours to bring the force majeure event to a close or to find a solution by which the Agreement may be performed despite the continuance of the force majeure event.

## 26. **EXCLUSION OF THIRD PARTY RIGHTS**

The Parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a Party to it including (without limitation) any Beneficiary. No variation to this Agreement and no supplemental or ancillary agreement to this Agreement shall create any such rights unless expressly so stated in any such agreement by the parties to this Agreement. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 27. **VARIATION**

This Agreement shall not be varied or cancelled unless such variation or cancellation shall be expressly agreed in writing by a duly authorised representative of each Party.

## 28. **LAWS**

28.1 This Agreement shall be governed by and construed according to the laws of England and Wales (as applied in Wales) and subject to Clause 15 the Parties submit to the exclusive jurisdiction of the courts of England and Wales.

## 29. **GENERAL**

29.1 This Agreement is binding upon the Parties and their respective successors and permitted assigns. No Party may assign the benefit (including any present, future or contingent interest or right to any sums or damages payable by the other Parties under or in connection with this Agreement) or delegate the burden of this Agreement or otherwise sub-contract, mortgage, charge, license or otherwise transfer or dispose of any or all of its rights and obligations under this Agreement.



- 29.2 No failure or delay by any Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 29.3 Each of the Parties shall pay their own costs incurred in connection with the preparation, execution, completion and implementation of this Agreement.
- 29.4 If any clause or part of this Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from this Agreement and shall be ineffective without, as far as is possible, modifying any other clause or part of this Agreement and this shall not affect any other provisions of this Agreement which shall remain in full force and effect.
- 29.5 This Agreement may be executed in any number of counterparts, each of which so executed shall be an original, but together shall constitute one and the same instrument.
- 29.6 Each Party shall, on being required to do so by another Party now or at any time in the future, do or procure the doing of all such acts and things and/or execute or procure the execution of all such deeds and documents which are reasonably considered necessary for giving effect to its obligations under this Agreement.

**AS WITNESS** this Agreement has been signed on the date shown above

## **SCHEDULE 1**

### **THE CORE SERVICES**

Means the services provided to the Authority as set out in the Business Plan prepared for each Financial Year pursuant to Clause 8.7 of the Collaboration Agreement.

## **SCHEDULE 2**

### **THE BESPOKE SERVICES**

Means the services to be delivered to the Authority as set out in the annexure of the Business Plan prepared for each Financial Year pursuant to Clause 8.7 of the Collaboration Agreement.

## SCHEDULE 3

### ADDITIONAL SERVICES REQUEST PROCESS

#### Part A

1. The Authority may issue an Additional Services Request by notice in writing to the Company giving details of the proposed services required and a proposed timetable for implementation.
2. The Company shall, within 14 days of receiving the Additional Services Request prepare a draft response (“**Response**”) in respect of the request which will set out the resource requirements, proposed charges and comments on the proposed timetable and any such additional detail as the Authority may require.
3. The Authority will consider the Response and will notify the Company in writing within 21 days of its receipt of whether it wishes:
  - 3.1 to request the Company to proceed with Additional Services Request in accordance with the Response (together with any amendments as may be agreed between the Parties); or
  - 3.2 not to proceed with the Additional Services Request.
4. If the Authority notifies the Company that it wishes to proceed in accordance with the Response, the Company shall prepare a draft Additional Services Agreement for the Authority’s consideration and approval.
5. The Company shall deliver the Additional Services in accordance with the duly executed Additional Services Agreement.

#### Part B

### Additional Services Agreement Template

Additional Services Agreement

Dated: [xxxx]

**1. General**

1.1 This Additional Services Agreement is a binding agreement made pursuant to Clause 5 and Schedule 3 of the Commissioning Agreement executed by the Parties on [xxxx].

1.2 This Additional Services Agreement defines the Additional Services to be delivered by the Company. It identifies the processes to be followed, the timetable and key dates for delivery of the Additional Services, how the Additional Services will be funded and paid for and an indication of the resources that have been allocated.

1.3 Unless otherwise expressly varied or excluded in this Additional Services Agreement:

1.3.1 Terms and expressions used in this Additional Services Agreement shall have the meanings ascribed in the Commissioning Agreement; and

1.3.2 the terms and conditions of the Commissioning Agreement are incorporated into this Additional Services Agreement.

**2. Additional Services**

2.1 [Set out in full details of the services required and any deliverables required to be delivered].

**3. Implementation**

3.1 [Set out details of how the services will be delivered, e.g. roles and responsibilities, timetable for implementation, any reporting requirements over and above that set out in the Commissioning Agreement].

**4. Personnel**

4.1 [Identify who will be engaged including any key personnel to provide the Additional Services]

**5. Additional Services Charges**

5.1 [Set out what the charges will be and frequency of invoice]

SIGNED BY DULY AUTHORISED	
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REPRESENTATIVE OF THE AUTHORITY	
SIGNED BY DULY AUTHORISED REPRESENTATIVE OF THE <b>SOUTH EAST WALES EDUCATION ACHIEVEMENT SERVICE</b>	

## SCHEDULE 4

### SERVICE STANDARDS AND SERVICE LEVELS

#### 1. Standards for Systems Leaders

1. To recognise and reinforce the local authorities' and schools' responsibility to safeguard all children
2. To represent the statutory role of the partner local authorities in all of their conduct and contact with schools
3. To engage and sustain in the meaningful support and challenge of schools and their performance and thereby securing continuous improvement
4. To engage with schools on a regular and frequent basis as set out in the final business case and related documents and any variation in the frequency of visits to be agreed in negotiation with the authority
5. To report on their visits to schools to the Company and to the home local authorities within 48 hours of each visit setting out progress to date and actions to be taken by the school, the systems leader, the authority and any other party
6. To ensure that the home local authority is alerted to any sensitive issues of any urgency and importance developing in schools in a prompt and timely manner
7. To provide regular overview reports of the work done with and progress by schools as per agreement: -

<u>Schools</u>	<u>Frequency of overview report</u>
Bands 4 & 5	Half termly
Band 3	Termly
Bands 1 & 2	Annually

8. To provide a detailed analysis of the schools' performance data to the local authority to inform: -
  - Its reports to members
  - Its links to governors
  - Its deployment of targeted resources
  - Its report to the community

9. To report on the impact and quality of leadership of schools at all levels: -
  - The governing body
  - Headteacher
  - Senior leadership teams
  - Middle leadership teams
  
10. To liaise between schools and the local authority to ensure schools set challenging targets that are shared promptly with the local authority, (within 24 hours), to secure the authority's endorsement or challenge on these targets, (within 3 Business Days).
  
11. To monitor the development and implementation of each school's development plan and promptly share any concerns with the local authority should the implementation of the plan stall
  
12. To report, at least termly, their review of each school's approach to tracking learners' performance and to delivering timely and effective interventions to ensure pupils fulfil their potential
  
13. To report to the local authority when undertaking statutory visits to schools and when ensuring schools undertake statutory assessments and implement rigorous moderation
  
14. To contribute to the South East Wales local authorities' transformation agenda , representing the vision of the consortium and its views in securing school improvement, most importantly the commitment to : -
  - Improving literacy
  - Improving numeracy
  - Overcoming disadvantage
  
15. To ensure that the schools in South East Wales are functioning at a level of inspection readiness at all times
  
16. To use a range of systems tools and interventions to ensure schools in difficulty develop a strong trajectory of positive improvement



## SCHEDULE 5

### COMPLAINTS PROCEDURE



#### **Education Achievement Service for South East Wales (EAS) Concerns and Complaints Policy**

The EAS is committed to dealing effectively with any concerns or complaints you may have about our service. We aim to clarify any issues about which you are not sure. If possible, we will put right any mistakes we may have made. We will provide any service you are entitled to which we have failed to deliver. If we got something wrong, we will apologise and where possible we will try to put things right. We also aim to learn from our mistakes and use the information we gain to improve our services.

#### **When to use this policy**

When you express your concerns or complain to us about the services provided to you, we will usually respond in the way we explain below. Sometimes you might be concerned about matters that are not decided by us, we will then advise you about how to make your concerns known.

Where it is more appropriate for your complaint to be dealt with by your local authority, we will:

- let you know that we will refer the complaint to the complaints officer in that local authority; and
- forward your complaint to the relevant local authority.

Your complaint will then follow the complaints procedure of that local authority, a copy of which we will provide to you.

This policy does not apply if the matter relates to a Freedom of Information or Data Protection issue. In this circumstance, you should contact Information Governance Officer, EAS, at either, Llanwern High School, Hartridge Farm Road, Newport, NP18 2YE or Tredomen House, Tredomen Park, Ystrad Mynach, Hengoed, CF82 7WF.

#### **Informal resolution**

If possible, we believe it is best to deal with things straight away rather than try to sort them out later. If you have a concern, raise it with the person you are dealing with. He or she will try to resolve it for you there and then. If there are any lessons to learn from addressing your concern then the member of staff will draw them to our attention. If the member of staff cannot help, they will explain why and you can then ask for a formal investigation.

#### **How to express concern or complain formally**

You can express your concern in any of the ways below.

- You can ask for a copy of our form from the person with whom you are already in contact. Tell them that you want us to deal with your concern formally.

- You can get in touch with our central complaint contact point on telephone 01633 415472/01443 864963 if you want to make your complaint over the phone.
- You can use the form on our website (in the 'Contact Us' link) at [www.sewaleseas.org.uk](http://www.sewaleseas.org.uk) or [corporatecomplaints@sewaleseas.org.uk](mailto:corporatecomplaints@sewaleseas.org.uk)
- You can e-mail us at [business.support@sewaleseas.org.uk](mailto:business.support@sewaleseas.org.uk)
- You can write a letter to us at one of the following addresses:

Corporate Complaints EAS Llanwern High School Hartridge Farm Road Newport NP18 2YE	Corporate Complaints EAS Tredomen House Tredomen Park Ystrad Mynach Hengoed CF82 7WF
------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------

Our concern and complaint forms are available on our website ([www.sewaleseas.org.uk](http://www.sewaleseas.org.uk) - in the 'Contact Us' link) and also from our main base locations.

Copies of this policy and the complaint form are available in Welsh and as audio or large print.

### **Dealing with your concern**

- We will formally acknowledge your concern within five working days and let you know how we intend to deal with it.
- We will ask you to tell us how you would like us to communicate with you and establish whether you have any particular requirements - for example, if you have a disability.  
We will deal with your concern in an open and honest way.
- We will ensure that the local authority in which the matter or issue took place, is provided with full details of the complaint within five working days of receipt
- We will make sure that your dealings with us in the future do not suffer just because you have expressed a concern or made a complaint.
- We will report to the EAS's Joint Executive Group that we are investigating the complaint that you have made.

### **What is the Joint Executive Group?**

The executive function for education in the five local authorities who are members of the EAS has formed the Joint Executive Group. The Joint Executive Group commissions services from the EAS on behalf of each local authority.

### **When to raise your concerns or complaints**

To allow us to consider whether we need to take any steps to put things right it is best to notify us of any concerns or complaints you may have as soon as is reasonably possible.

Therefore, normally, we will only be able to look at your concerns if you tell us about them within 12 months. This is because it is better to look into your concerns while the issues are still fresh in everyone's mind.

We may exceptionally be able to look at concerns which are brought to our attention later than this. However, you will have to give us strong reasons why you have not been able to bring it to our attention earlier and we will need to have sufficient information about the issue to allow us to consider it properly.

If you are expressing a concern on behalf of somebody else, we will need their agreement to you acting on their behalf.

### **What if there is more than one body involved?**

If your complaint covers more than one body e.g. a school or education authority we will usually work with them to decide who should take a lead in dealing with your concerns. You will then be given the name of the person responsible for communicating with you while we consider your complaint.

If the complaint is about a body or person working on our behalf e.g. through a support services Service Level Agreement or consultant, you may wish to raise the matter informally with them first. However, if you want to express your concern or complaint formally, we will look into this ourselves and respond to you.

### **Investigation**

We will tell you who we have asked to look into your concern or complaint. If your concern is straightforward, we will usually ask somebody from the service to look into it and get back to you. If it is more serious, we may use someone from a separate section of the EAS or in certain cases we may appoint an independent investigator.

We will set out to you our understanding of your concerns and ask you to confirm that we have got it right. We will also ask you to tell us what outcome you are hoping for. The person looking at your complaint will usually need to see the files we hold relevant to your complaint.

If there is a simple solution to your problem, we may ask you if you are happy to accept this. For example, where you asked for a service and we see straight away that you should have had it, we will offer to provide the service rather than investigate and produce a report.

We will aim to resolve concerns as quickly as possible and expect to deal with the vast majority within 20 working days. If your complaint is more complex, we will:

- let you know within this time why we think it may take longer to investigate
- tell you how long we expect it to take

- let you know where we have reached with the investigation, and give you regular updates, including telling you whether any developments might change our original estimate.

The person who is investigating your concerns will aim first to establish the facts. The extent of this investigation will depend on how complex and how serious the issues you have raised are. In complex cases, we will draw up an investigation plan.

In some instances, we may ask to meet you to discuss your concerns. Occasionally, we might suggest mediation or another method to try to resolve disputes.

We will look at relevant evidence. This could include files, notes of conversations, letters, e-mails or whatever may be relevant to your particular concern. If necessary, we will talk to the staff or others involved and look at our policies and any legal entitlement and guidance.

### **Outcome**

If we formally investigate your complaint, we will let you know what we have found in keeping with your preferred form of communication. This could be by letter or e-mail, for example. If necessary, we will produce a longer report. We will explain how and why we came to our conclusions.

If we find that we got it wrong, we will tell you what and why it happened.

If we find there is a fault in our systems or the way we do things, we will tell you what it is and how we plan to change things to stop it happening again.

If we got it wrong, we will always apologise.

### **Appeals**

In the event of you not being satisfied with the outcome of your complaint or how it has been dealt with the matter will be referred to the relevant local authority for their consideration.

### **Learning lessons**

We take your concerns and complaints seriously and try to learn from any mistakes we have made. Our senior management team considers a summary of all complaints quarterly as well as details of any serious complaints. Our Joint Executive Board monitors complaints received and also considers our response to complaints.

Where there is a need for change, we will develop an action plan setting out what we will do, who will do it and when we plan to do it by. We will let you know when changes we have promised have been made.

## What if I need help?

Our staff will aim to help you make your concerns known to us. If you need extra assistance, we will try to put you in touch with someone who can help.

You can also use this concerns and complaints policy if you are someone under the age of 18. If you need help, you can:-

1. Speak to someone on the Meic Helpline.

Tel: 08088 023456,

Email: [www.meiccymru.org](http://www.meiccymru.org)

2. Contact the Children's Commissioner for Wales.

Tel: 01792 765600 (South Wales),

01492 523333 (North Wales)

Email: [post@childcomwales.org.uk](mailto:post@childcomwales.org.uk) or [www.childcom.org.uk](http://www.childcom.org.uk)

**South Wales Office:**

Oystermouth House

Phoenix Way

Llansamlet

Swansea SA7 9FS

**North Wales Office:**

Penrhos Manor Oak

Drive Colwyn Bay

Conwy LL29 7YN

## What we expect from you

In times of trouble or distress, some people may act out of character. There may have been upsetting or distressing circumstances leading up to a concern or a complaint. We do not view behaviour as unacceptable just because someone is forceful or determined.

We believe that all complainants have the right to be heard, understood and respected. However, we also consider that our staff have the same rights. We, therefore, expect you to be polite and courteous in your dealings with us. We will not tolerate aggressive or abusive behaviour, unreasonable demands or unreasonable persistence. We have a separate policy to manage situations where we find that someone's actions are unacceptable.

❖ **Concern / Complaint Form A: Your Details:**

<b>Title:</b> Mr/Mrs/Miss/Ms/Zf <i>other please state</i>	
<b>Forename(s):</b>	
<b>Surname:</b>	
<b>Address and Postcode:</b>	
<b>Email address:</b>	
<b>Daytime contact number:</b>	
<b>Mobile number:</b>	

**Please state by which of the above methods you would prefer us to contact you:**

1. **Your requirements:** if our usual way of dealing with complaints makes it difficult for you to use our service, for example if English or Welsh is not your first language or you need to engage with us in a particular way, please tell us so that we can discuss how we might help you.
2. The person who experienced the problem should normally fill in this form. **If you are filling this in on behalf of someone else, please fill in section B.** Please note that before taking forward the complaint we will need to satisfy ourselves that you have the authority to act on behalf of the person concerned.

❖ **B: Making A Complaint On Behalf of Someone Else: Their Details**

<b>Name in Full:</b>	
<b>Address and postcode:</b>	
<b>What is your relationship to them?</b>	
<b>Why are you making a complaint on their behalf?</b>	

❖ **C: About Your Concern / Complaint:**

*(Please continue your answers to the following questions on a separate sheet(s) if necessary)*

❖ **C.1: Name of the department/section/service you are complaining about:**

❖ **C.2: What do you think they did wrong, or failed to do?**

❖ **C.3: Describe how you personally have suffered or have been affected:**

❖ **C.4: What do you think should be done to put things right?**

❖ **C.5: When did you first become aware of the problem?**



❖ **C.6: Have you already put your concern to the frontline staff responsible for delivering the service? If so, please give brief details of how and when you did so.**

❖ **C.7: If it is more than 12 months since you first became aware of the problem, please give the reason why you have not complained before now.**

❖ **(If you have any documents to support your concern/complaint, please attach them with this form.)**

3. Signature:

4. Date:

❖ **When you have completed this form, please send it to either:**

Corporate Complaints  
EAS  
Llanwern High School  
Hartridge Farm Road  
Newport NP18 2YE

Corporate Complaints  
EAS  
Tredomen House  
Tredomen Park  
Ystrad Mynach  
Hengoed CF82 7WF

**Email:** [corporatecomplaints@sewaleseas.org.uk](mailto:corporatecomplaints@sewaleseas.org.uk)

Executed by affixing the common seal of  
BLAENAU GWENT COUNTY  
BOROUGH COUNCIL in the presence of:

.....

.....

Executed by affixing the common seal of  
CAERPHILLY COUNTY  
BOROUGH COUNCIL in the presence of:

.....

.....

Executed by affixing the common seal of  
MONMOUTHSHIRE COUNTY  
BOROUGH COUNCIL in the presence of:

.....

.....

Executed by affixing the common seal of  
NEWPORT CITY COUNTY in the presence of:

.....

.....

Executed by affixing the common seal of  
TORFAEN COUNTY  
BOROUGH COUNCIL in the presence of:

.....

.....

Signed for and on behalf of	)	.....
SOUTH EAST WALES	)	
EDUCATION ACHIEVEMENT	)	Signature
SERVICE	)	
by a duly authorised	)	.....
representative	)	Name
		.....
		Position