SERVICE LEVEL AGREEMENT

This Service Level Agreement (**SLA**) is between [The Governing Body of [xxx] School] (**School**) and Mott MacDonald trading as Cambridge Education (**CE**) and meets the London Borough of Barnet (**LBB**) traded service specifications.

1 Service Scope and Provision

Under this SLA CE will supply as agent the following services (and supply as principal the related goods):

- [articulate traded service scope]

All staff providing a service in-school will have a current and valid DBS check, as verified by CE.

2 Management of the Provision

The local authority retains overall responsibility for assuring/monitoring the quality of the service provision. This will be carried out in partnership with the service provider and requires the local authority to nominate one of its officers to carry out this role.

The service provider is required to attend, and provide information for, a termly monitoring meeting with a nominated offer of the LA.

In addition the service provider will be required to comply with monitoring arrangements specified by the London Borough of Barnet Commercial Team. This will include completion of KPI monitoring forms by set dates; the provision of data for and attendance at subsequent review meetings.

4 Pricing Policy

The price of traded service provision to the School is [insert price per/day/service].

The School will be invoiced on a monthly basis. The School will pay invoices within 30 days of invoice date.

The price will be reviewed by CE annually and notified to the School.

5 Responsibilities

CE will be responsible for:

- [insert responsibilities for service provision]

The School will be responsible for:

- [insert responsibilities for service provision]

6 Monitoring and Performance

CE's performance under this SLA is subject to performance monitoring and management against compliance with the London Borough of Barnet service specification.

Mott MacDonald Limited trading as Cambridge Education is appointed by the School as the escalation point for any performance issues arising under this SLA.

7 CE's Liability

CE's total liability in each year (1 April-31 March) however arising (including without limitation for negligence) under or in connection with this SLA shall be limited to the annual turnover of this SLA in that year, save for liability for matters which cannot be limited or excluded by law.

8 Termination of SLA

The services start date is [*date*]. Six months' minimum written notice would be required to terminate this SLA by either party, to expire on 1 April 2017 or any 1 April thereafter.

9 Transfer of Rights/Obligations

CE may transfer its rights and/or obligations under this SLA by giving written notice to the School.

Date: [ ] 2016

Signed by the **School**:	Signed by **CE**:
Name: ……	Name: ……
Position: ……	Position: ……
Date: ……	Date: ……

CAMBRIDGE EDUCATION

TERMS AND CONDITIONS

1. DEFINITIONS

"Consultant" means Mott MacDonald Limited trading as Cambridge Education and its legal successors.
"Client" means the person, firm, company or organisation for whom the Consultant is performing the Services.
"Agreement" means the contract referred to in Clause 2.
"Services" means the services to be performed by the Consultant in accordance with the proposal from the Consultant.
"Project" means the project or works for which the Client has commissioned the Services.

2. GENERAL

Unless and until a formal agreement is entered into, the Client's acceptance of the proposal for Services from the Consultant or a request for some or all the Services to be performed by the Consultant, shall constitute a binding contract between the Client and the Consultant which contract will be subject to any terms and conditions contained or referred to in the aforementioned proposal and these terms and conditions. In the event of any conflict, the terms and conditions in the proposal shall prevail over these terms and conditions. The Agreement so formed shall supersede all previous understandings, commitments or agreements whether written or oral between the Client and the Consultant relating to the subject matter hereof. No person or entity shall have any rights in relation to this Agreement, whether as third parties or otherwise, save the parties to this Agreement.

Should any term or condition of this Agreement be held to be unenforceable then such term or condition shall be disregarded and the remaining terms and conditions shall remain in full force and effect.

3. PERFORMANCE OF SERVICES AND SCOPE

(i) The Consultant shall perform the Services using the degree of skill care and diligence to be expected from a consultant experienced in the provision of services of similar scope size and complexity.

(ii) The Consultant shall use reasonable endeavours to complete the Services within the time or programme agreed but shall not be responsible for any delay beyond the reasonable control of the Consultant.

(iii) The fee contained in the proposal is for the scope of works as defined therein. If not already contained in the proposal the Consultant and the Client shall agree as an initial activity an integrated project services programme to include the activities of all the parties to the Project relevant to the Services to be supplied by the Consultant. The aforesaid programme shall show the key dates for final information and the delivery of such to the Consultant so as to enable the Consultant to carry out the services in an efficient once through manner to achieve the programme delivery dates for the Services.

4. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

(i) The Consultant and the Client shall keep confidential all information pertaining to the Services.

(ii) Copyright for all reports, documents and the like produced by the Consultant in the performance of the Services shall remain vested with the Consultant but the Consultant shall grant an irrevocable royalty free license to the Client to use such reports, documents and the like for any purpose in connection with the Project.

5. LIABILITY

(i) The Consultant shall be liable to pay compensation to the Client arising out of or in connection with this Agreement only if a breach of the duty of care in Clause 3(i) is established against the Consultant.

(ii) Notwithstanding any other term to the contrary in this Agreement or any related document and whether the cause of action for any claim arises under or in connection with this Agreement in contract or in tort, in negligence or for breach of statutory duty or otherwise, in relation to any and all such causes of action such the total liability of the Consultant in the aggregate for all claims shall be limited to the lesser of a sum equivalent to the fee payable under the Agreement or £100,000 (one hundred thousand pounds).

(iii) The Client shall indemnify and keep indemnified the Consultant from and against all claims, demands,

proceedings, damages, costs and expenses arising out of or in connection with this Agreement or the Project in excess of the liability of the Consultant under this Agreement or which may be made in respect of events occurring after the expiry of the period of liability stated in this Agreement.

(iv) No action or proceedings under or in connection with this Agreement shall be commenced against the Consultant after the expiry of 2 (two) years from completion of the Services.

(v) Nothing in this clause shall operate to exclude or limit the Consultant's liability for death or personal injury.

6. INSURANCE

The Consultant shall arrange Professional Indemnity Insurance cover for the amount stated in Clause 5(ii). The Consultant will use reasonable endeavours to maintain Professional Indemnity Insurance cover for the period stated in 5(iv) above, providing such insurance remains available to the Consultant at commercially reasonable rates.

7. CLIENT'S OBLIGATIONS

The Client shall supply, without charge and in such time so as not to delay or disrupt the performance of the Consultant in carrying out the Services, all necessary and relevant information, in his possession or available to him from his other agents or consultants and all necessary approvals or consents. The approval or consent by the Client to the Services shall not relieve the Consultant from any liability under this Agreement.

8. PAYMENT

(i) The Client shall pay the Consultant for the Services in accordance with the proposal and this Agreement. If the Consultant performs any additional services or if the Services are delayed or disrupted for reasons beyond the reasonable control of the Consultant then the Consultant shall be entitled to such additional fees and additional time for performance as are fair and reasonable in the circumstances. The Consultant may render an invoice at monthly intervals for services properly performed. The agreed invoice, or in the event of a dispute the undisputed element, shall be paid within 30 days of the Consultant's invoice date (the final date for payment) by the Client.

(ii) The Client shall not withhold any payment of any sum or part of a sum due to the Consultant under the Agreement by reason of claims or alleged claims against the Consultant unless the amount to be withheld has been agreed between the Client and the Consultant as due to the Client or such sum arises from an award in adjudication, arbitration or litigation in favour of the Client and arises under or in connection with the Agreement. Save as aforesaid all rights of set off at common law, in equity or otherwise which the Client may otherwise be entitled to exercise are hereby expressly excluded.

(iii) Any payment made after the final date for payment will attract interest at 8% above the minimum bank-lending rate of the Bank of England.

9. TERMINATION

If a party is in breach of a material term of this Agreement and despite written notice from the other party fails to remedy such breach within 30 days or such other period as may be agreed between the parties, then the other party shall be entitled to terminate this Agreement forthwith.

10. DISPUTE RESOLUTION

Any dispute between the parties that cannot be settled by mutual agreement shall be referred for final settlement to the arbitration of a person agreed between the parties or failing such agreement appointed upon the application of either party by the President of the Chartered Institute of Arbitrators. The law governing the arbitration shall be that of England and Wales. The arbitration shall be carried out in accordance with the Chartered Institute of Arbitration Rules for Arbitration current at the time of the referral under this clause, and such Rules are deemed to be incorporated into this Agreement by reference.

11. ETHICAL CONDUCT OF THE PARTIES

In the performance of their obligations under or in connection with this Agreement the parties, their agents and

employees shall comply with all applicable laws, rules and regulations including but not limited to the Bribery Act 2010 and where appropriate the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

12. COMPLIANCE WITH LAWS

This Agreement shall be governed by and construed in accordance with the law of England and Wales.

13. THIRD PARTY RIGHTS

No person or entity shall have any rights in relation to third Agreement, whether as third parties or otherwise, save the parties to this Agreement.

14. ADDITIONAL CONSULTANCY

Cambridge Education will provide further training and consultancy as requested at additional cost to the client.