

Stanburn Primary School

Abercorn Road, Stanmore
Middlesex, HA7 2PJ



Believe Achieve Succeed - Learning without limits

Headteacher: Ms Elaine D'Souza

relevant areas, by either the School or Service Provider, will be provided to each party within seven working days of completion.

32. DAMAGE TO PROPERTY

- 32.1 The Service Provider undertakes either to directly replace or to reimburse the School for the cost of any damage to the property of the School caused by the Service Provider, their staff, children or visitors as soon as reasonably possible.
- 32.2 Both Parties shall report all faults or damage discovered of equipment or to the School's Facilities Department. In the event that any damage or faults could cause a danger to other users the damaged or faulty equipment or part of the facilities must be secured out of use (by locking the Premises, isolation, locking or chaining the equipment or whatever steps are required to physically prevent its use) by the Party discovering the fault or damage at the earliest possible opportunity marked with a suitable sign to inform other potential users of the hazard.

33. SECURITY

- 33.1 Security procedures will be regularly reviewed to ensure the systems in place are effective.

34. INSURANCE

- 34.1 The Service Provider shall maintain appropriate public liability, employer's liability and equipment insurance to cover any liability arising under the Agreement, at its own expense, and include coverage necessary for the operation and delivery of the Services within the School. The Service Provider will be responsible for insuring its personal property at the School.
- 34.2 The Service Provider shall prior to the Commencement Date and on each anniversary of the Commencement Date and/or upon request provide evidence that all premiums relating to such insurances have been paid.
- 34.3 If the Service Provider does not maintain the necessary insurances under the Agreement the School may insure against any risk in respect of the default and may charge the Service Provider the cost of such insurance together with a reasonable administration charge.

35. INDEMNITY AND LIABILITY

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

Stanburn Primary School

Abercorn Road, Stanmore
Middlesex, HA7 2PJ



Believe Achieve Succeed - Learning without limits

Headteacher: Ms Elaine D'Souza

b) fraudulent misrepresentation; or

c) any other matter in respect of which, as a matter of Law, liability cannot be excluded or limited.

36. HANDOVER PROCEDURE

36.1 Each Party agrees to inspect the areas to be used, fittings and equipment at the commencement and end of each term and a log of such inspection shall be kept by the Parties. The log should include a checklist of the condition of the Premises, fittings and equipment together with a note of any matters found to be defective and a record of any action taken or agreed.

37. EQUIPMENT

37.1 The School will provide, as far as possible, arrange appropriate storage facilities for the Service Provider's equipment, which must be put away and secured at the end of each day by the Service Provider staff.

37.2 The School will not be liable for any loss of or damage to the Service Provider equipment, subject to any such loss or damage not arising as a direct consequence of the School's negligence.

37.3 The Service Provider will not be liable for any loss of or damage to the School's equipment, subject to any such loss or damage not arising as a direct consequence of the Service Provider's negligence.

37.4 Both Parties agree that, in the event of damage to any of the facilities or equipment, either Parties' property that is damaged, stolen or missing will be repaired or replaced to the satisfaction of the injured Party. Any repairs will be arranged by the Party causing the damage unless agreed by both Parties. Invoices and proof of payment must be provided to the Party causing the damage.

38. OTHER ON-SITE SERVICES

38.1 Any other on-site external service providers providing after-school activities will be the responsibility of the School.

39. CHILD PROTECTION

39.1 The Service Provider specifically undertakes to ensure suitable policies and procedures are in place in regard to safeguarding children and child protection.

Stanburn Primary School

Abercorn Road, Stanmore
Middlesex, HA7 2PJ



Believe Achieve Succeed - Learning without limits

Headteacher: Ms Elaine D'Souza

- 39.2 In any situation where a Service Provider becomes aware of an issue that concerns a pupil's safety or well-being, particularly in relation to child protection issues, the partner organisation is required to inform the School immediately.
- 39.3 If the Service Provider becomes aware of significant issues concerning the child's experience at School or home, the Service Provider will follow their own organisation's procedures and will notify the School of any information reported to the LEA or external organisations.

40. CHILDREN

- 40.1 The Service Provider will ensure that children's behaviour is within expectations as outlined in the School's own policies. Where, children fail to follow the rules and the expectations as expected during School, the Service Provider will:
- a) Have an informal discussion with parent/guardian;
 - b) Arrange a formal meeting with the parent/guardian if poor behaviour continues and informally notify the Head teacher;
 - c) Discuss with both the parent (if necessary the Head teacher) the possible exclusion of the child(ren) from the after school activities.
- 40.2 The Service Provider will be responsible for children who are not collected on time and administer a penalty on the parent/guardian for late collection.
- 40.3 During the times the children are in attendance at the after school clubs they are the sole responsibility of the Service Provider.
- 40.4 The School will notify the Service Provider if any of the children who attend the after school club have left the School throughout the day owing to illness, family emergency, etc.

41. CONFIDENTIALITY

- 41.1 The Service Provider will adhere to the School's confidentiality procedure. If a child reveals any information relating to their own safety or that of any other young person, the Head teacher will be informed promptly.
- 41.2 Any documents provided by the School and information which the Service Provider may acquire as a result of the 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 School and shall not be disclosed disposed of or used for any purpose without prior written consent from the School.
- 41.3 All confidential information provided by the School to the Service Provider shall be returned to the School at the end of the Agreement.

Stanburn Primary School

Abercorn Road, Stanmore
Middlesex, HA7 2PJ



Believe Achieve Succeed - Learning without limits

Headteacher: Ms Elaine D'Souza

42. FREEDOM OF INFORMATION

- 42.1 The School is subject to the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR"). As part of the School's duties under the FOIA and EIR, it may be required to disclose information forming part of the Agreement to anyone who makes a reasonable request. The School has absolute discretion to apply or not to apply any exemptions or exceptions under both the FOIA and EIR.
- 42.2 The Service Provider shall assist and cooperate with the School (at the Service Provider's expense) to enable the School to comply with the information disclosure requirements under both the FOIA and EIR and in so doing will comply with any timescale notified to it by the School.

43. DATA PROTECTION ACT 1998 (the "DPA")

- 43.1 The Service Provider shall (and shall procure that any of its employees involved in the provision of the Services) comply with any requirements under the DPA.

44. COMPLAINTS

- 44.1 It is expected that the School will highlight any minor concerns to the Service Provider so that this can be resolved quickly.
- 44.2 Complaints regarding the Service Provider will be addressed through the Service Provider's complaints process, which includes notification to local government and Ofsted, exploration of the concern, and corrective action within the specific time frames. A copy of this complaints process is available from the School upon request.

45. PUBLICITY

- 45.1 The School will ensure that all materials provided by the Service Provider are publicised and distributed effectively and quickly within the School. Where possible, the Service Provider will give advance notice at least two (2) weeks before the event.
- 45.2 The School will allow the Service Provider to communicate the Services via any internal School communications including:
- Newsletters distributed to all children at the School
 - A notice board for parents in the School entrance
 - Open days for parents to attend, observe and join in
 - Ad hoc informal chats for parents

Stanburn Primary School

Abercorn Road, Stanmore
Middlesex, HA7 2PJ



Believe Achieve Succeed - Learning without limits

Headteacher: Ms Elaine D'Souza

- 45.3 The Service Provider will produce a Parent Information Leaflet and Booking Pack aimed directly at new parents and includes information about the way the after school club is organised and what children and parents can expect.
- 45.4 The School will ensure that the Service Provider is given opportunities to promote the Service at any open days, parent evenings, School fairs, PTA meetings and within the School's brochure and newsletter.
- 45.5 The Authorised Officer will check any publicity materials that the Service Provider wishes to produce to gain publicity about the Service to be used both within and outside the School.
- 45.6 Without prejudice to the School's obligations under the FOIA and EIR, neither Party shall make any press announcements or publicise the Agreement or any part thereof in any way, except with the written consent of the other Party (such consent not to be unreasonably withheld or delayed).
- 45.7 Both Parties shall take all reasonable steps to ensure the observance of the provisions of this clause by all their staff, sub-contractors, agents, professional advisors and consultants.

46. **COMMUNICATION AND PARENTAL INVOLVEMENT**

- 46.1 Parents will be consulted each term about their views and suggestions to improve the Service offered by the Service Provider. These consultations will be organised by the Service Provider and a copy of the results and an outline of actions to be taken will be provided to both parents and the School.

47. **MANAGEMENT OF AGREEMENT**

- 47.1 Both Parties will jointly supervise this Agreement. Both Parties will agree to all changes to the Agreement in writing before any amendments to the document are made.

48. **PROTOCOLS**

- 48.1 The Service Provider will be contacted and consulted by the School, before any maintenance commences in the buildings, to ensure the project is well planned and coordinated to:
- Reduce the potential for conflict to arise;
 - Ensure the contractors are aware of the potential danger, disruption or interruption of their work before commencement;
 - Ensure the safety and security of the Service Provider's staff and children in attendance
- 48.2 The Service Provider will be included in any discussions relating to change and improvements to the facilities to enable all implications of any proposed changes to be considered prior to any decision making.

Stanburn Primary School

Abercorn Road, Stanmore
Middlesex, HA7 2PJ



Believe Achieve Succeed - Learning without limits

Headteacher: Ms Elaine D'Souza

49. **LIAISON**

49.1 In terms of liaison arrangements between both Parties for the provision of after school services this will be as follows:

a) From the School:

For broad planning and other issues: Head teacher and Governors

Day to day operational issues – Authorised Officer and Head-teacher (or otherwise appointed person)

b) From the Service Provider:

For broad planning and other issues: Club Director

Day to day operational issues – Director or Club Manager

Each Party to this Agreement will notify the other in writing of any changes to the personnel of the authorised representatives.

50. **TERMINATION:**

50.1 Should the School be concerned with the standard of provision, notification of reasons should be submitted in writing to the Service Provider; if action is not taken to resolve the situation within thirty (30) days of the Service Provider receiving the notification the School has the right to terminate this Agreement.

50.2 In the event of the Service Provider giving six weeks' notice of its intention to terminate this Agreement, the School has the right to immediately advertise the provision to another Service Provider.

50.3 In the case of the Service becoming unsustainable, the notice period can be renegotiated depending on the severity of the financial situation.

50.4 All notices regarding either breach or termination of this Agreement shall be given in writing by recorded post, to the Authorised Officer and Service Provider. Notices shall be deemed received five (5) working days after being sent by recorded post.

50.5 The School may terminate this Agreement without notice if the Service Provider:

(a) Commits a breach of its obligations under the Agreement;

Stanburn Primary School

Abercorn Road, Stanmore
Middlesex, HA7 2PJ



Believe Achieve Succeed - Learning without limits

Headteacher: Ms Elaine D'Souza

- (b) Breaches any condition of its registration under the Children Act 1989 or fails to comply with the terms of the Children Act 1989 whether or not its registration is terminated as a result;
 - (c) Persistently fails, after reasonable notice has been given, to provide the Services in accordance with this Agreement;
 - (d) Does not have any registration, license or other permission to operate which is required by this Agreement, by Ofsted (when applicable) or by any law or regulation;
 - (e) Has a receiver appointed or goes into liquidation (other than for reconstruction or amalgamation), or passes a resolution for voluntary winding up or becomes bankrupt or apparently insolvent or signs a trust deed for creditors;
 - (f) The Service Provider is convicted of a criminal offence;
 - (g) The Service Provider ceases or threatens to cease to carry on its business;
 - (h) The Service Provider has a change in control which the School believes will have a substantial impact on the performance of the Agreement;
 - (i) There is a risk or a genuine belief that reputational damage to the School will occur as a result of the Agreement continuing.
- 50.6 The School shall have the right to terminate the Agreement in the event that any undisputed amounts of Rent or other monies remain unpaid by the Service Provider for more than sixty (days) after the due date for payment.
51. **DISPUTE RESOLUTION PROCEDURE**
- 51.1 If a dispute arises between the School and the Service Provider in connection with the Agreement, the Parties shall each use reasonable endeavours to resolve such dispute by means of prompt discussion at an appropriate managerial level.
- 51.2 If a dispute is not resolved within fourteen (14) days of referral under clause 52.1 then either Party may refer it to the chief officer or appropriate nominated officer of each Party for resolution who shall meet for discussion within fourteen (14) days or longer period as the Parties may agree.
- 51.3 Provided that both Parties consent, a dispute not resolved in accordance with clauses 52.1 and 52.2 above, shall next be referred at the request of either Party to a mediator appointed by agreement between the Parties within fourteen (14) days of one Party requesting mediation with the costs of mediation determined by the mediator.
- 51.4 Nothing in this clause shall preclude either Party from applying at any time to the English courts for such interim or conservatory measures as may be considered appropriate.

Stanburn Primary School

Abercorn Road, Stanmore
Middlesex, HA7 2PJ



Believe Achieve Succeed - Learning without limits

Headteacher: Ms Elaine D'Souza

52. INTELLECTUAL PROPERTY

- 52.1 All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:
- (a) provided to the Service Provider by the School shall remain the property of the School;
 - (b) prepared by or for the Service Provider specifically for the use, or intended use, in relation to the performance of the Agreement shall belong to the School.
- 52.2 The Service Provider shall obtain necessary approval before using any material, in relation to the performance of the Agreement which is or may be subject to any third party Intellectual Property Rights. The Service Provider shall procure that the owner of the Intellectual Property Rights grant to the School a non-exclusive licence, or if the Service Provider is itself a licensee of those rights, the Service Provider shall grant to the School an authorised sub-licence, to use, reproduce, and maintain the Intellectual Property Rights. Such licence or sub-licence shall be non-exclusive, perpetual and irrevocable, shall include the right to sub-license, transfer, novate or assign to any replacement Service Provider or to any other third party providing Services to the School, and shall be granted at no cost to the School.
- 52.3 It is a condition of the Agreement that the Services will not infringe any Intellectual Property Rights of any third party and the Service Provider shall during and after the Contract Period on written demand indemnify and keep indemnified without limitation the School against all liabilities which the School may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim relates to the act or omission of the School.
- 52.4 At the termination of the Agreement the Service Provider shall at the request of the School immediately return to the School all materials, work or records held in relation to the Services, including any back-up media.

53. LAW AND CHANGE IN LAW

- 53.1 The Service Provider shall comply at all times with the Law in its performance of the Agreement.
- 53.2 On the occurrence of a Change in Law which has a direct effect upon the Rent and the provision of regulated activity to children on school premises, the Parties shall meet within fourteen (14) days of the Service Provider notifying the School of the Change in the Law to consult and seek to agree the effect of the Change in Law and any change in the Rent.

54. VARIATION

- 54.1 No variation or modification to the Agreement is valid unless it is in writing and signed by the School and the Service Provider.

Stanburn Primary School

Abercorn Road, Stanmore
Middlesex, HA7 2PJ



Believe Achieve Succeed - Learning without limits

Headteacher: Ms Elaine D'Souza

55. **THIRD PARTY RIGHTS**

55.1 This Agreement is enforceable by the original Parties to it, by their successors in title and permitted assignees. Any rights of any person to enforce the terms of this Agreement Pursuant to The Contracts (Rights of Third Parties) Act 1999 are excluded.

56. **NO WAIVER**

56.1 Failure by either Party at any time to enforce any one or more of the provisions of this Agreement or to require performance by the other Party of any of the provisions shall not constitute or be construed as a waiver of the provision or of the right at any time subsequently to enforce all terms and conditions of this Agreement nor affect the validity of the Agreement or any part of it or the right of the Parties to enforce any provision in accordance with its terms.

56.2 No waiver of any of the provisions of this Agreement shall be effective unless it is expressed to be a waiver in writing.

57. **SEVERANCE**

57.1 If any provision of the Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity shall not impair or affect any other provision all of which shall remain in full force and effect.

58. **ASSIGNMENT, SUB-CONTRACTING AND RESPONSIBILITY**

58.1 Subject to any express provision of this Agreement, the Service Provider shall not without the prior written consent of the School, assign all or any benefit, right or interest under this Agreement or sub-contract the provision of the Services.

59. **FORCE MAJEURE**

59.1 Neither Party shall be liable for failure to perform its obligations under the Agreement if such failure results from Force Majeure.

59.2 If the School's premises are affected by circumstance of Force Majeure, the School shall be entitled to, totally or partially, suspend the date or dates for delivery of the Services until the circumstances of the Force Majeure have ceased. The suspension shall not give rise to any claim by the Service Provider against the School nor entitle the Service Provider to terminate the Agreement.

59.3 Industrial action by, or illness or shortage of the Service Provider's staff, agents or subcontractors, failure or delay by any of the Service Provider's suppliers to supply goods, components, services or materials shall not be regarded as an event of Force Majeure.

Stanburn Primary School

Abercorn Road, Stanmore
Middlesex, HA7 2PJ



Believe Achieve Succeed - Learning without limits

Headteacher: Ms Elaine D'Souza

- 59.4 If the event of Force Majeure continues for more than two (2) months either Party may give written notice to the other to terminate the Agreement immediately or on a set termination date.
- 59.5 If the Agreement is terminated in accordance with clause 61.4 neither Party will have any liability to the other except that any rights and liabilities which accrued prior to termination will continue to exist.
60. **NO AGENCY OR PARTNERSHIP**
- 60.1 Nothing contained in this Agreement, and no action taken by the Parties pursuant to this Agreement, will be deemed to constitute a relationship between the Parties of partnership, joint venture, principal and agent or employer and employee. Neither Party has, nor may it represent that it has, any authority to act or make any commitments on the other Party's behalf.
61. **COSTS AND EXPENSES**
- 61.1 Each of the Parties will pay their own costs and expenses incurred in connection with the negotiation, preparation, execution, completion and implementation of this Agreement.
62. **NON-SOLICITATION AND OFFERS OF EMPLOYMENT**
- 62.1 The Service Provider agrees that it will not, without the prior written consent of the School, whether directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other person and whether as a principal, shareholder, director, employee, agent, consultant, partner or otherwise during the Agreement or for a period of twelve (12) months following termination of this Agreement:
- a) solicit or entice, or endeavour to solicit or entice, away from the School, any person directly related to the Services employed in a senior capacity in a managerial, supervisory, technical, sales or administrative capacity by, or who is or was a consultant to, the School at the date of the termination of this Agreement or at any time during the period of one month immediately preceding the date of termination; or
 - b) attempt, or knowingly assist or procure any other person to do the above.
 - c) in the event of the engagement by the School of a Staff member of the Service Provider either (1) directly or (2) pursuant to being supplied by an employment business or agency, within either a) the duration of the Service Agreement with the Service Provider, or b) six months from the end of the Service Agreement or the individual's employment with the Service Provider – the School shall be liable to pay to the Service provider an engagement fee equivalent to the agreed hourly charge for the relevant individual multiplied by 120.
- No refund of the fee will be paid in the event that the engagement subsequently terminates. VAT is inclusive of any fee due".

Stanburn Primary School

Abercorn Road, Stanmore
Middlesex, HA7 2PJ



Believe Achieve Succeed - Learning without limits

Headteacher: Ms Elaine D'Souza

63. GOVERNING LAW

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

IN WITNESS WHEREOF the Parties have executed this Agreement the day and year first above written

For and on behalf of the School

For and on behalf of the Service Provider

Name: Ms Elaine D'Souza

Name:

Position: Headteacher

Position: Managing Director

Signature:

Signature:

Date:

Date:

Stanburn Primary School

Abercorn Road, Stanmore
Middlesex, HA7 2PJ



Believe Achieve Succeed - Learning without limits

Headteacher: Ms Elaine D'Souza

Schedule 1 Exit Management Plan

1. GENERAL OBLIGATION

On termination of this agreement for any reason, the Service Provider will provide all reasonable assistance to the School to facilitate the orderly transfer of the Services back to the School or to enable another party chosen by the School (in this Schedule, a **New Service Provider**) to take over the provision of all or part of the Services. The remaining provisions of this Schedule will not prejudice or restrict the generality of this obligation.

2. PLANS AND PROCEDURES

On signature of this agreement, the Service Provider will produce and maintain plans and procedures demonstrating the manner in which it will fulfil its obligations under this Schedule, which plans and procedures shall be subject to the reasonable approval of the School from time to time.

3. CONTINUATION OF THE PROVISION OF SERVICES

The School shall be entitled to require the Service Provider to continue to provide the Services for one school term after termination of this agreement upon the same payment terms if, in the opinion of the School, such continuation is required in order to allow for the orderly transfer of the Services to the School or a New Service Provider.

4. DUTY TO DOCUMENT THE SERVICES

4.1 The Service Provider shall prepare the Documentation within one month of Cut-Over and shall thereafter ensure that it is kept up to date.

4.2 The Service Provider shall promptly and fully answer all reasonable questions about the Services which may be asked by the School for the purpose of adequately understanding the manner in which the Services have been provided or for the purpose of allowing any New Service Provider (or potential New Service Provider) to conduct 'due diligence'.

5. ASSETS

5.1 Equipment

Stanburn Primary School

Abercorn Road, Stanmore
Middlesex, HA7 2PJ



Believe Achieve Succeed - Learning without limits

Headteacher: Ms Elaine D'Souza

On ceasing to provide the Services hereunder, the Service Provider shall make available to the School, or deliver as the School shall specify, all the Equipment.

5.2 Shared equipment

Where the Services provided to the School are dependent on equipment which is not used exclusively for the provision of the Services to the School (and which is not owned by the School) the Service Provider will ensure the necessary migration of programs, data and other materials from such equipment to similar equipment owned by the School or a New Service Provider. Implementation of the change shall be carried out by the Service Provider in such a way as to cause the minimum possible disruption to the supply of the Services [and the School will pay the Service Provider's reasonable costs of the migration].

6. **CONTRACTS, SOFTWARE, AND KNOW-HOW**

- 6.1 Upon the Service Provider ceasing to provide the Services its rights and obligations in respect of the Support Contracts shall cease (but without prejudice to any liability accrued at the date of such cessation) and it will, at the request of the School, do all acts and things necessary so to notify the other parties to the Support Contracts. Where contracts similar to the Support Contracts have been entered into by the Service Provider for the sole purpose of providing the Services to the School, the School may require the Service Provider to use all reasonable endeavours to procure that those contracts are assigned to the School or a New Service Provider.
- 6.2 The Service Provider shall, to the extent that it has not done so prior to termination, fully comply with the provisions of this agreement as to the licensing of Intellectual Property and the delivery of source code and Documentation.
- 6.3 The School shall be entitled to use (and to authorise any New Service Provider to use), free of charge but on a non-exclusive basis, all know-how and other information acquired by the Service Provider in the course of providing the Services or otherwise used by the Service Provider in the provision of the Services, whether or not such know-how or information was produced specifically or used exclusively to provide the Services.

Stanburn Primary School

Abercorn Road, Stanmore
Middlesex, HA7 2PJ



Believe Achieve Succeed - Learning without limits

Headteacher: Ms Elaine D'Souza

7. PREMISES

All rights of access and occupation granted to the Service Provider in respect of premises owned or occupied by the School will cease when the provision of Services ceases in accordance with this agreement.

8. PERSONNEL

8.1 The parties acknowledge and agree that where all or part of the Services cease to be provided by the Service Provider for any reason and where all or part of the Services continue to be provided by the School and/or the New Service Provider, there may be a relevant transfer of the Returning Employees to the School and/or the New Service Provider for the purposes of TUPE. If there is such a transfer, the employment of the Returning Employees shall transfer to the School and/or the New Service Provider in accordance with TUPE with effect from the Subsequent Transfer Date.

8.2 Save where the parties reasonably believe that there will be no relevant transfer for the purposes of TUPE, the parties shall co-operate in agreeing a list of Returning Employees prior to the Subsequent Transfer Date, and shall co-operate in seeking to ensure the orderly transfer of the Returning Employees to the School and/or the New Service Provider.

8.3 The Service Provider shall no later than [six] months prior to the expiry of this agreement (or, if earlier, within [56] days of notice being given of termination of this agreement) to the extent lawfully permitted provide the School with the following details:

- (a) a list of those personnel engaged in the Services (the "Potential Returning Employees);
- (b) job title, age, length of continuous services, current remuneration, benefits, and notice periods of the Potential Returning Employees;
- (c) terms and conditions of employment of the Potential Returning Employees, including any particulars that the Service Provider is obliged to give under section 1 of the Employment Rights Act 1996;
- (d) any current disciplinary or grievance proceedings ongoing in respect of the Potential Returning Employees and any such proceedings in the preceding two years;
- (e) any claims, current or which the Service Provider has reasonable grounds to believe will be brought by the Potential Returning Employees or their representatives or which have been brought in the preceding two years;

Stanburn Primary School

Abercorn Road, Stanmore
Middlesex, HA7 2PJ



Believe Achieve Succeed - Learning without limits

Headteacher: Ms Elaine D'Souza

- (f) all benefit schemes or arrangements (whether contractual or not) applicable in respect of the Potential Returning Employees;
- (g) information on any collective agreements which will have effect in relation to the Potential Returning Employees after the Subsequent Transfer Date pursuant to TUPE.

The Service Provider shall provide updates of the details listed above at regular intervals to be specified by the School.

8.4 The Service Provider shall indemnify the School (both for itself and a New Service Provider) against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by the School and/or a New Service Provider in connection with or as a result of:

- (a) any claim or demand by any Returning Employee or a trade union or other body or person representing a Returning Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) arising from any act, fault or omission of the Service Provider on or before the Subsequent Transfer Date;
- (b) any failure by the Service Provider to comply with its obligations under regulations 13 and 14 of TUPE, or any award of compensation under regulation 15 of TUPE, save where such failure arises from the failure of the School and/or New Service Provider to comply with its or their duties under regulation 13 of TUPE;
- (c) a claim by any person who transfers or alleges that they have transferred to the School or the New Service Provider but whose name is not included in the list of Returning Employees.

8.5 If TUPE applies to transfer the employment of any person employed by the Service Provider to the School or any New Service Provider then if the School or such New Service Provider shall serve a notice terminating the employment of such person within [six months] after the date of such transfer, the Service Provider shall indemnify the School (for itself and a New Service Provider) in respect of any statutory or contractual redundancy payment payable in respect of such person, and any compensation or damages which the School is obliged to pay to such person for unfair and/or wrongful dismissal or as a reasonable settlement of a claim for such compensation or damages.