



Longtown Outdoor Learning Trust
Educational Visits Advisory Service

Service Level Agreement (the Agreement)

Name of School / Academy / Multi Academy Trust:.....(Customer)

For the purpose of this Agreement, a visit is defined as any occasion when a young person takes part in an out of classroom learning activity which is normally beyond the boundary of the academy/school location (offsite);
Exceptions –

- Where the establishment operates on a split site
- Work experience as defined in the DfE publication *Work Experience: a guide for secondary schools: SPD/WES/01/2/02*

'ANNUAL SERVICE' DESCRIPTION

Longtown Outdoor Learning Trust (**LOLT**) will provide advice, interpretation, support, monitoring and access to accredited training on all aspects of the offsite/educational visits process. This includes activity within the curriculum day, after school, weekends and school holiday periods. Both non-residential and residential activities are included. (**Services**).

DEFINITIONS

In this Agreement the following definitions apply:

- '**Annual Service**' means the Services (as defined above) for 12 months commencing from 1st September
- '**LOLT**' is Longtown Outdoor Learning Trust.
- '**Services**' is as defined above.

PRICE AND PAYMENT

- The price for the Services is identified in the table on page 5.
- The service is VAT exempt.
- LOLT shall invoice the Customer within 30 days of receiving this signed agreement.
- The Customer shall pay all invoices in full without deduction or set-off, in cleared funds within 30 days of each invoice to the bank account nominated by LOLT.
- Time of payment is of the essence. Where sums due under this Agreement are not paid in full by the due date LOLT may, without limiting its other rights, charge interest on such sums at 5% a year above base rate of the Co-operative Bank on a daily basis.

LOLT RESPONSIBILITIES:

By purchasing the Annual Service LOLT will provide the following support in relation to offsite/educational visits:

- Policy and operational process advice and assistance in ensuring that both meet employer requirements and OEAP National Guidance.
- Practical help, advice and interpretation of statutory and good practice requirements to protect the employing body, leadership team, staff and pupils.
- Support/advice regarding risk management/risk benefit assessment (and latest practice).



- Notification process for higher risk activities - Residential visits, Adventurous Activity, Overseas and outdoor visits involving water.
- EVC updates regarding statutory duties, best practice etc.
- Access to the Visit Emergencies Support Network (**VESN**). The advisers in the network are in a working partnership to support and assist each other's schools in times of emergency and crisis when the lead adviser for the school is not available. This gives reassurance to school leaders that they can access swift and timely relevant advice from trusted and knowledgeable advisers.
- Access to OEAP Nationally recognised training opportunities - EVC training and re-validation, Visit Leader ' training (Theory and Practice).
- Representation through the contractor with a range of bodies including the Outdoor Education Advisers Panel, Association for Heads of Outdoor Education Centres and Institute for Outdoor Learning.
- An appointed adviser (Mike Fawcett or other suitably competent person(s) if circumstances dictate) to have responsibility for service management, delivery, customer satisfaction and as the first point of contact for service improvement suggestions.
- The Services by LOLT under this Agreement are limited to those stated above. All other support in relation to offsite/educational visits requested by the Customer, such as bespoke training days and draft policies, shall be subject to additional charges to be agreed by LOLT.

LOLT warrants that for the period of the Annual Service:

- LOLT and Mike Fawcett or other advisor shall provide a service with reasonable due care, skill and ability; and
- It shall have in place contracts of insurance with reputable insurers in the United Kingdom to cover its obligations under this Agreement.

EXCLUSION AND LIMITATION OF LIABILITY

- The extent of the parties' liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as follows:
 - LOLT's total liability shall not exceed the sum of £100,000.
 - LOLT shall not be liable for consequential, indirect or special losses.
- LOLT shall not be liable for any of the following (whether direct or indirect):
 - loss of profit
 - loss or corruption of data;
 - loss of use;
 - loss of production;
 - loss of contract;
 - loss of opportunity;
 - loss of savings, discount or rebate (whether actual or anticipated); and
 - harm to reputation or loss of goodwill.
- Mike Fawcett shall not be personally liable under this Agreement as responsibility and liability for this Agreement lies with LOLT.
- The limitations of liability mentioned above shall not apply in respect of any indemnities given by either party under the Agreement.
- Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of the following:
 - death or personal injury caused by negligence;
 - fraud or fraudulent misrepresentation; and
 - any other losses which cannot be excluded or limited by applicable law.



CUSTOMER RESPONSIBILITIES:

- The Customer shall nominate at least one member of staff to fulfil the requirement of an Educational Visits Coordinator (EVC).
- The EVC must be appropriately trained in accordance with OEAP National Guidance.
- The Customer must have an Offsite/Educational Visits/Learning Outside the Classroom policy.
- All visits and offsite activities must comply with the Customer's policy.
- The Customer must adopt agreed Employer Visit Guidance (OEAP National Guidance).
- The Customer shall ensure that emergency contact persons are available to the visit leadership team at all times whilst away from site.
- All communications between the Customer and appointed adviser shall be through the office of the EVC, unless prior arrangements have been agreed.
- The Customer shall provide all information, facilities and resources reasonably requested by LOLT to enable it to provide the Annual Service.
- The Customer recognises that it is responsible for the care, health and safety of staff, volunteers and young people taking part in educational visits/offsite activities. Suitable Insurance cover must be in place. Whilst LOLT (and Mike Fawcett or other advisor) acting for and on behalf of LOLT provides advice, support and interpretation, responsibility and accountability remains with the Customer.
- Any documentation or information provided by LOLT and all rights, title and interest thereto (including any intellectual property rights such as copyright) remains the property of LOLT except where clearly stated otherwise (e.g. OEAP National Guidance and associated material). The Customer is free to use or modify LOLT documentation or information for its own internal purposes while this Agreement is in force but must not share it with anyone outside the Customer without permission.
- The Customer will indemnify LOLT from and against any and all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred resulting from a breach of the terms of this Agreement by the Customer including any act, neglect or default of the Customer's employees or agents or any successful claim by a 3rd party arising from any act, neglect or default of the part of the Customer or its employees or agents.

TERMINATION

- This Agreement terminates on the 1st anniversary of the date of this Agreement unless terminated earlier in line with this Agreement.
- Either party may terminate the agreement on giving 3 months' written notice to the other.
- LOLT may terminate this Agreement at any time by giving notice in writing to the Customer if:
 - the Customer commits a material breach of this Agreement and such breach is not remediable;
 - the Customer commits a material breach of this Agreement which is capable of being remedied and such breach is not remedied within 30 days of receiving written notice of such breach;
 - any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under this Agreement or receive any benefit to which it is entitled; and
 - Ceases to operate or avails itself of any insolvency remedy available to it.
- The receipt of money by either party shall not prevent them from questioning the correctness of any statement in respect to such monies.
- Both parties shall be released from their respective obligations with immediate effect in the event of a national emergency, war, prohibitive government regulation or any other cause deemed to be beyond the reasonable control of the parties or either of them renders the performance of its obligations under this service offer impossible, where upon all money due under this agreement shall be paid immediately.



COMMUNICATION REGARDING THIS AGREEMENT

Mike Fawcett
Longtown Outdoor Learning Centre
The Courthouse
Longtown Hereford
HR2 0LD
Tel: 01873 860225 option 2
Email: mike@longtownoutdoorlearning.co.uk

LOLT'S DATA PROTECTION RESPONSIBILITIES

LOLT shall, in relation to any personal data processed in connection with the performance by LOLC of its obligations under this agreement: (a) process personal data in accordance with the Data Protection Act 2018 and only on the written instructions of the Customer; and, without limiting the foregoing, (b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, having regard to the state of technological development and the cost of implementing any measures; (c) notify the Customer without undue delay on becoming aware of a personal data breach.

THE CUSTOMER'S DATA PROTECTION RESPONSIBILITIES

The Customer: (i) will ensure, and warrants that, it has all necessary and appropriate consents and notices in place to ensure that it can lawfully transfer the personal data to LOLT, for the duration and purposes of this agreement; (ii) shall be solely responsible for the legality, security, confidentiality, integrity, availability, accuracy and quality of any data it supplies to LOLC; (iii) is solely responsible for responding to any request from a data subject and in ensuring its own compliance with its obligations under the Data Protection Act 2018 with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; (iv) shall indemnify LOLT against any claims, actions, liabilities, proceedings, direct losses, damages, expenses, fines and costs (including without limitation court costs and reasonable legal fees) incurred by LOLT as a direct result of any negligence, willful misconduct, or breach of the Data Protection Act 2018.

THIRD PARTY RIGHTS

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.

GOVERNING LAW

This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.



JURISDICTION

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

Academic Year 2024/25

Name of School/ Academy/ Multi Academy Trust:

Accepts the services offered and the terms and conditions set out in this Agreement.

Signed for and on behalf of the School/ Academy/ Multi Academy Trust:

Dated:

Signed for and on behalf of the Longtown Outdoor learning Trust:

Signed:

SLA Pricing

Number of pupils on school roll	Charge per pupil
Less than 100 pupils	£270.00 Total
100 to 150 pupils	£2.55
150 pupils to 2,000 pupils	£2.35
More than 2,000 pupils	£2.25
Multi Academy Trusts – if the number of pupils from subscribing schools to the new SLA exceeds 2,000	£2.25
Independent schools (this price reflects the higher incidence of Category C visits by independent schools)	£2.55