

This Agreement is made this 1 day of April 2013

Between:

(1) **HAMPSHIRE COUNTY COUNCIL** of The Castle, Winchester, Hampshire
SO23 8UG ("the Council")

and

(2) **SOUTHAMPTON CITY COUNCIL** whose principle offices are at Civic Centre,
Southampton SO14 7LY ("the City Council")

Background

- A) This Contract is a commitment between Hampshire County Council's Outdoor Education PE and DofE Service and the City of Southampton in relation to health and safety of young people involved in educational visits, off-site and adventurous activities.
- B) The intention of the Contract is to regulate the parties' relationship by setting out the respective obligations relating to performance and payment for the Service.

General conditions

1. Interpretation

In this Contract the following terms shall have the meanings given below:

"Contract" means this contract comprising the terms and conditions together with all Schedules attached hereto;

"Contract Period" means the period from the Start Date until 1 April 2016;

"Contract Price" means the sum payable to the Council by the City Council;

"Start Date" means 1 April 2013.

2 Duration

- 2.1 The Contract shall commence on the Start Date and shall continue in force for the Contract Period unless terminated in accordance with the terms and conditions of the Contract.
- 2.2 The parties shall have the option to extend the Contract Period by consent for a further period as may be agreed between the parties in writing. Any extension of the Contract Period shall be on the terms and conditions of the Contract.

3. Payment

- 3.1 In consideration of the Council 's supply of the Service in accordance with the Contract the City Council shall pay to the Council the Contract Price of £32,000 per annum, compose of £30,000 for educational visits and PE support, and £2000 for support to City Council schools holding Direct Licences for the Duke of Edinburgh Award.
- 3.2 The Council shall invoice the City Council on an annual basis.
- 3.3 The City Council shall pay the Council within 30 days of receipt of a valid invoice.

4 Services to be provided to the City Council

4.1 Key purpose

- Support for the City Council in complying with its legal framework as employers:
 - in relation to **off-site activity and educational visits** (as outlined in *Health and Safety of Pupils on Educational Visits* and supplementary documents (1998 and 2003) and including *Health and Safety: Responsibilities and Powers* (2011) and
 - **physical education and sport** (see *Physical Education and the Law in safe Practice in PE and School Sport* (AfPE 2012))
 - the key features being: assessing the risk of activities; introducing controls (regulation, advice, guidance and training...); informing their employees about these measures and then ensuring that their employees take reasonable care of their own and others' safety; co-operate with their employers and carry out activities in accordance with training and instruction.
- Liaise with named and agreed local City Council staff in order to do this.

4.2 Key activities

- Provide legal guidance on off-site activities and educational visits, the Duke of Edinburgh's Award (for DLO schools) and physical education and sport through publications, information notes, communications and access to website(s), this to include up-to-date advice on best and safe practice and risk management.
- Provide an agreed approval system in order to assess the needs of individual educational visits. Offer access to a web-based approval and guidance system.

- Provide access to the Outdoor Education (PE and DofE) Service to make available:
 - advice and guidance, and support problem/issue solving
 - additional access to advice from the Council's current Service Managers: the Education Consultant PE and Sport, the PE Consultant, the County Inspector Outdoor Education/Head of Service, the Outdoor Learning Manager and the County DofE manager
 - advice on further related contacts as required, for example technical advisers.
- Monitor activity providers of outdoor education/outdoor activities, physical education and sport and confirm that their safety management systems are in place. Follow up any issues, inspect centres and visit providers as issues arise or near misses are reported. In liaison with City Council staff and as agreed, support and follow up any incidents or emergencies.
- Operate an Adventure Activities Licence for outdoor activities in scope of the scheme to ensure compliance and provide advice.
- Offer a comprehensive outdoor education training programme to ensure that training needs are addressed. Provide access to Hampshire County Council initiatives (eg safety management, curriculum development and high quality physical education and sport), in addition to those available through the sports partnerships and Local Delivery Agency.
- Provide data from the approval system to demonstrate the range and extent of approved ventures. (Continue to develop and support data provision through the web system.)
- Provide an annual report that will include:
 - educational visit and venture statistics
 - training recommended and numbers attending (both areas)
 - advice given and typical activity undertaken (both areas)
 - any areas of concern or recommendations to consider (national and local information – both areas).
- In addition, liaise with:
 - City Council staff to ensure that incident and emergency arrangements for off-site activities and educational visits are in place and effective
 - the City Council's Insurance and Risk Manager to ensure that current practice is shared and issues are addressed
 - the City Council Schools with DLO status for the Duke of Edinburgh's Award to ensure consistent and effective practice. Liaise directly with schools over the provision of suitable training and the development of training teams.

5 Service entitlements and limits

5.1 The Service will be offered as comprehensively and responsively as possible, limited by typical staff and resource availability. However, where necessary the parties will agree a minimum and maximum commitment of the Service staff for key activities. The current agreements are for:

- an annual meeting to present a written report and feedback
- one day per year to train or work with key managers regarding educational visits and outdoor learning (eg EVC training for managers or heads of establishment)

The manager/tutor will be provided, but the venue etc will be the responsibility of the City Council

- full involvement and follow up in the strategic management/ partnership work with the PE/Sports Partnerships, plus access to special initiatives at cost (subsidised as for Hampshire County Council).

5.2 The provision of all additional training and good practice projects and other documents will be offered at the same cost as for Hampshire County Council establishments and participants.

5.3 All resources, equipment and property used by Hampshire County Council to provide these services will remain the property of the County Council/the Outdoor Education, PE and DofE Service should this Contract be terminated.

6 Services not subject to the agreement

6.1 The provision of appropriate Employer liability insurance and travel/school visits insurance in respect of City Council employees and establishments.

6.2 Advice on insurance matters where the policy of the parties to this Contract varies from that currently adopted by Hampshire County Council. An example of this would be schools' and youth groups' off-site activity insurance cover and employer's liability issues provided by the City Council.

6.3 The cost of printing major new or revised documents or the annual fee for any agreed web-based approval or similar system.

6.4 Any additionally negotiated activity.

7 City Council responsibilities

7.1 City Council responsibilities

- Provide the names of and access to the lead officers in the areas outlined above. Agree the key contacts.
- Provide a communication route for all agreed documents, notes and communications to keep the workforce informed and up to date.
- Support the efficient and effective management of the approval and guidance systems.

- Provide suitable locations and venues for agreed core training, including refreshments

7.2 Schools and other group responsibilities

- All schools and groups should comply with the agreed monitoring and approval systems within the agreed time-spans (unless the circumstances are exceptional).
- All staff qualified in outdoor leadership must register with the Outdoor Education, PE and DofE Service. Only approved and registered staff may lead groups/instruct adventurous activities (the list of which is to be made available and kept up to date).
- Schools and groups make themselves aware of their requirements through their Educational Visits Coordinator and key staff (this is the head of establishment where no named person is in place).
- Ensure that staff have access to appropriate training according to their needs, for example leader training (Open Country, EVC).
- Confirm that schools and groups recognise their key roles and responsibilities in ensuring good practice, in particular the professional competence of leaders, the suitable training and induction of all staff and leaders involved, and their familiarisation with their roles and responsibilities.

8 Issues and complaints

- 8.1 Any issues or complaints about the level or quality of the Service should first go to the member of staff concerned and, if not resolved, on to the County Inspector/Head of Service.
- 8.2 If further referral is necessary, this should go to the County Manager (currently Melanie Saunders) at 01962 846364, melanie.saunders@hants.gov.uk.
- 8.3 If mutual confidence in the continuation of the Contract cannot be restored, it may be terminated by either party by giving six months' notice, in writing.

9. Amendments to the contract

- 9.1 The Contract shall not be varied or amended unless such variation or amendment is issued in writing by the Council.

10. Force Majeure

- 10.1 Neither the Council or the City Council shall be liable to the other party for any failure to fulfil its obligations under this Contract if such a failure is caused by circumstances beyond its reasonable control and if it is not attributable to the wilful act or neglect of or failure to take reasonable precautions of the affected party, its agents or employees.

11. Data Protection Act

- 11.1 Both parties shall at all times comply with the Data Protection Act 1998 including, where appropriate maintaining a valid and up to date registration or notification under the Data Protection Act 1998.
- 11.2 The parties shall not disclose Personal Data to any third parties other than:
- 11.2.1 to employees and sub-contractors to whom such disclosure is reasonably necessary in order to carry out the Services; or
- 11.2.2 to the extent required under a court order.
- provided that disclosure under clause 11.2.1 is made with the approval of the other party, as appropriate, and subject to written terms no less stringent than the terms contained in this clause.
- 11.3 Each party shall indemnify and keep indemnified the other against all losses, claims, damages, liabilities, costs and expense (including reasonable legal costs) incurred by it as a result of any breach of this clause by the other party its employees, sub-contractors and agents.
- 11.4 Both parties are required to comply with the obligations set out in Principle Seven of the Data Protection Act 1998.
- 11.5 In this clause "Personal Data" means personal data as defined in the Data Protection Act 1998 which is supplied to the Council by the City Council or obtained by the Council in the course of performing the Services and any data held by the Council provided by the City Council."

12. Freedom Of Information Act 2000 ("FOIA") And Environmental Information Regulations 2004 ("EIR")

- 12.1 Each party acknowledges that the other party is subject to the requirements of the FOIA and the EIR and each party shall assist and co-operate with the other (at their own expense) to enable the other party to comply with these information disclosure obligations.
- 12.2 Where a party receives a request for information (as defined in the FOIA) in relation to information which it is holding on behalf of the other party, it shall (and shall procure that its employees and sub-contractors shall) :-
- 12.2.1 transfer the request for information to the other party as soon as practicable after receipt and in any event within two working days of receiving the request for information;
- 12.2.2 provide the other party with a copy of all relevant information in its possession or control in the form that the other party requires within five working days (or such other period as the other party may specify) of the other party requesting that information ; and
- 12.2.3 provide all necessary assistance as reasonably requested by the other party to enable it to respond to a request for information within the time for compliance set out in Section 10 of the FOIA.

- 12.3 Where a party receives a request for information which relates to this Contract, it shall inform the other party of the request for information as soon as practicable after receipt and in any event within two working days before disclosure.
- 12.4 Where a party reasonably determines that information (including confidential information) must be disclosed it shall notify the other party of that decision at least two working days before disclosure.
- 12.5 Each party shall be responsible for determining at its absolute discretion whether any commercially sensitive information and / or any other information:-
- 12.5.1 is exempt from disclosure under the FOIA or the EIR ;
- 12.5.2 is to be disclosed in response to a request for information
- 12.6 Each party acknowledges that the other party may be obliged under the FOIA or the EIR to disclose information.
- 12.6.1 without consulting with the other party, or
- 12.6.2 following consultation with the other party and having taken its views on account.
- 12.7 Each party acknowledges that any lists or schedules provided by it outlining confidential information, are of indicative value only and that the other party may nevertheless be obliged to disclose confidential information in accordance with clause 12.4.

13 Social Responsibility

- 13.1 Each party agrees that there shall be no discrimination by it against any person with respect to the delivery of the Services and opportunity for employment or conditions of employment with either party, by reason of that person's gender, marital status, race, age, sexual orientation, religion/belief or disability. The parties shall in all matters arising in the performance of the Agreement comply with the provisions of the Disability Discrimination Act 1995, the Race Relations Acts 1976 and the Race Relations (Amendments) Act 2000, the Sex Discrimination Act 1975 all as amended and with any regulations made there under.

14. Contract (Rights of Third Parties) Act 1999

- 14.1 None of the provisions of the Contract are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to the Contract.

15 Law and Jurisdiction

- 15.1 The Contract shall be governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts.

IN WITNESS this Contract has been executed by the Parties on the date of this Contract

Signedin the capacity of Authorised Signatory

For and on behalf of Hampshire County Council

Signed in the capacity of Authorised Signatory

For and on behalf of Southampton City Council