



## Service Level Agreement Academic Year 2024-2025

### Statement of Actions Required/Roles & Responsibilities

This agreement provides both parties with a partnership agreement that sets out the minimum expectation when working together, whilst outlining responsibilities and duties (not in replacement of any existing legal or other obligations for safety and wellbeing), to ensure a sense of shared progress.

In support of [School Name] students, Best Foot Forward (the Provider) will:

- Lead a commissioned and structured programme of learning, with clear aims, objectives and methods as agreed with [School Name] as being in support of and appropriate to curriculum/individual pupil requirements. Student outcomes will be set as an initial proposal on entry so that progress reviews can be completed throughout the year, in relation to the objectives set.
- Provide [School Name] (and their parents/carers (as requested) with all relevant programme details: i.e. term dates, main contacts, timetables, planned activities...etc
- Provide all tools, equipment and materials required, ensuring that all items used are regularly tested and in good working order.
- Provide a set of personal safety equipment required for all practical work where necessary and provide training in safe and effective use.
- Provide an introduction to Best Foot Forward, to include expectations, boundaries, and safeguarding disclosure process at the start of the programme – building positive relationships and trust.
- Carry out risk assessments on all aspects of programmes prior to commencement of the programme and ensure that these are available to [School Name] for review by the appropriate member of staff, ensuring that moderation and quality assurance systems are robust.
- Provide a clear process for the reporting of accidents, ensuring that all information is passed to [School Name] by the end of each day, in the event of any accidents or injuries.
- Keep all student / family / school details safe and secure, and in accordance with the Data Protection Act / GDPR
- Employ staff with relevant teaching and vocational qualifications, and who have had experience of, and training to, working with students with SEN/behavioural profiles.

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- Collect and supply the necessary data for audit requirements.
- Contact [School Name] immediately regarding any learner whose behaviour, safety, wellbeing or progress is causing concern. Consult with [School Name's] DSL over appropriate safeguarding action unless the young person is in immediate danger or the referral agent cannot be contacted, in which case Best Foot Forward will act immediately and report back to the school after.
- Supervise learners at all times.
- Monitor progress, wellbeing and engagement, providing weekly written reports to the school.
- To share individual attendance reports with [School Name] as the school specifies, ensuring that any absence is reported.
- Notify [School Name], in writing of any variation to provision. Wherever possible, staff will be consistently and regularly in place for all sessions: and should there be any enforced change (illness or other), then the family and/or [School Name] will be informed with the greatest amount of notice possible.
- Comply with, and ensure its staff comply with, [School Name] agreed drugs, bullying and disciplinary policies.
- Comply with, and ensure its staff comply with, [School Name] trips and visits guidelines, as required.
- Ensure that safeguarding regulations are adhered to by its staff and ensure that all staff working with learners have full and enhanced clearance from the DBS service. Any concerns or matters related to student safety and wellbeing must be recorded in writing and passed immediately to [School Name]. For any urgent matters, we will call the school main switchboard and ask for 'The Safeguarding Lead'. Best Foot Forward will **always** endeavour to consult with [School Name] in the first instance as they have overarching responsibility for the child. We will only act immediately if the child is in immediate harm.
- We will confirm that the following has taken place as part of staff recruitment: photographic ID check; confirmation of right to work in the UK; minimum of two references; verification of any stated qualifications; no more than 3 points on their driving license (if transporting [School Name] pupils); and a check on the physical and mental ability / aptitude of the staff member to complete the role successfully.
- Provide work placements for learners (where appropriate and agreed), ensuring that any facilitated participation meets all statutory standards, including health & safety.
- Invoice [School Name] for the agreed amount on a weekly basis.

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- Provide [School Name] with at least two weeks' notice of withdrawal of provision, unless agreed otherwise.
- Follow agreed protocols for collection and return of learners.
- Comply with and ensure its staff comply with the provisions of the Health and Safety at Work etc Act 1974, the Data Protection Act 1998, the Human Rights Act 1998 and the Equality Act 2010 in providing these services.
- Fully indemnify [School Name] against all actions, claims, costs including legal costs, expenses and liabilities arising under statute or common law from:-
  - a) Injury to or the death of any person; and/or
  - b) The loss of or damage to any property including property belonging to the Brookfield School
  - ; and/or
  - c) Any breach of the Provider's obligations under this Agreement; and/or
  - d) Any other financial loss;

insofar as they arise from matters pertaining to this Agreement or as a result of any act, omission, default or negligence by the Provider or its staff.

**In support of Best Foot Forward, and to ensure the best outcomes for their students, [School Name] will:**

- Nominate an appropriate member of staff to act as the key contact and coordinator.
- Provide Best Foot Forward with details of the DSL, DDSL and an emergency out of hours contact number for all safeguarding matters.
- Provide Best Foot Forward DSL (Bethany Russell) with all information related to safeguarding around the young person, including historical and continue to information share all the while the young person is working with Best Foot Forward, so they have a full understanding of the picture
- Share and discuss any risk assessments for learners nominated for a program.
- To ensure a partnership approach with parents / carers, gaining permission for their son / daughter to take part in any activity that forms part of their flexible / alternative curriculum package.

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- Provide, prior to commencement of the program, relevant reports regarding a student's circumstances, behaviour, educational status, and safeguarding concerns.
- Provide an emergency contact number and information on any known medical condition for each learner.
- For learners who have an Educational Health Care Plan, provide information about their need. Notify the directors of Best Foot Forward of any significant change of circumstances involving the students or details likely to affect programme delivery, on an ongoing basis.
- Support the Providers with concerns that may arise whilst the learner is on the programme. Take responsibility for the follow up of non-attendance after notification by the Provider of absence, and provide support if other problems occur.
- Assist the Provider with carrying out the previously agreed disciplinary procedures, behaviour policies and safeguarding support.
- Arrange, coordinate and finance transport to and from the Provider's location unless an alternative arrangement has been made with the Provider.
- Visit the Provider and view activity in progress generally once per term and at least twice per academic year.
- Ensure the providers are part of any planned re-integration plan so the providers and school can work collaboratively towards this end goal.
- Ensure that all Providers have the necessary health & safety arrangements in place.
- Attend regular progress meetings to monitor all programs.
- Give the Provider two weeks' notice if use of the service is to be terminated, unless agreed otherwise.
- You may cancel by contacting us by contacting: Phone on 07394 950803 / 07538 719783; or Email [admin@bestfootforward.org.uk](mailto:admin@bestfootforward.org.uk).
- Give the provider a minimum of two full weeks' notice for cancellation. So please inform us with at least 2 weeks notice prior to any scheduled session to notify us of any changes or cancellations. We will charge for any cancellations of scheduled sessions that do not fall within the agreed notice period.
- For clarification, if there is no prior notice, or the notice given is not provided within the minimum notice period you will be charged all sessional fees (excluding travel costs) for the missed sessions.

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- Payment will be made by [School Name] of undisputed sums within a specified period, not exceeding 30 days from the receipt of the valid invoice.

#### **Additional comments relevant to this Agreement**

1. Copy of accident reporting forms and incident forms are to be shared by the Provider in a timely manner with Brookfield School, should there be any event which results in an injury to a student or staff member.
2. The provider will telephone/email to advise [School Name] when an incident has occurred, or a concern is noted.
3. Provider to follow up with a written report to school in the above cases.
4. Copy of Safeguarding Policy to be shared with [School Name] and all safeguarding information to be shared between both parties as good working practice.



### Agreed program details & Cost

This Agreement will be governed by and interpreted in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England.

**Acknowledgement of receipt of the listed policies/documents (please make a cross) & Sign for agreement of the terms and conditions of the Service Level Agreement:**

Copy of staff DBS' ☐  
Safeguarding Policy ☐  
Agreed Proposal ☐

Signed for and on behalf of **Best Foot Forward**  
Name: Andrew Russell Position: CEO  
Date: Thursday, November 14, 2024

Signed

for and on behalf of [School Name]

Name.....

Position .....

Date.....

Copies will be retained by each party.

### Best Foot Forward Information

Person(s) with overall accountability:	Bethany Russell / Andrew Russell
Registered Address of Company:	48 Testbourne Road, Southampton, Hampshire, SO40 8FE
Main Contact Numbers/Email:	07538 719783 / 07394 950803 <a href="mailto:admin@bestfootforward.org.uk">admin@bestfootforward.org.uk</a>

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