



Bursary Assessment Associates

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STANDARD TERMS OF SERVICE

Free School Meals eligibility validation service

1) SPECIFICATION

The Services specified are:

- i. Retention of services for Free School Meals (**FSM**) eligibility validation service for the period from commencement of agreement to the end of the application cycle for that year.
- ii. This Agreement concerns only the provision of the above-named service and does not replace, amend, or update any terms in place as between the Client and the Service Provider in respect of any other services.

2) SERVICES

- i. The Service Provider shall provide the Services to the Client in consideration for the Client paying the Fee to the Service Provider, subject to the provisions of this Agreement.
- ii. The Service Provider shall start providing the Services upon the Commencement Date.
- iii. The Services shall be performed by such employees or agents that the Service Provider may choose as most appropriate to carry out the Services.

3) LOCATION

- i. The Service Provider shall provide the Services in such places and locations as the Service Provider considers appropriate to the type and nature of the requirements of the Client.

4) FEES AND PAYMENT

- i. The Service Provider shall invoice the Client on receipt of the subscription request.
- ii. The subscription fee plus VAT will cover either five or ten validation/non validation credits, which are to be used in the application cycle for that year, the Service Provider will inform the Client if their credits are close to consumption.
- iii. The payment of the Fees shall be made by the Client to the Service Provider within 14 days on receipt of invoice and the service shall commence from receipt of payment.

Registered Address: The White House, Wilderspool Business Park, Greenall's Avenue, Warrington, WA4 6HL

Email: office@bursaryassessmentassociates.co.uk

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5) CLIENT'S OBLIGATIONS

During performance of the Services the Client will provide any reasonable assistance required by the Service Provider in order to facilitate its delivery of the services, and in particular:

- i. ensuring that applicants complete the online application form and supporting documents in accordance with the agreed deadlines to ensure timely processing.
- ii. informing the applicants' families about the process and the Service Provider's involvement in the process. This will include providing the introductory information, link to the online application form and the privacy notices which will be supplied to the Client.

6) SERVICE PROVIDER'S OBLIGATIONS

During performance of the Services the service provider will:

- i. agree a timescale for the processing of applications **as per appendix one**.
- ii. provide the school with any relevant materials, information sheets and privacy notices for applicants and families to aid in the application process and ensure transparency.
- iii. communicate with applicants and families solely in connection with fulfilling the service.
- iv. carry out the services within the timescales specified and submit an end report, consisting solely of a confirmation of FSM eligibility validation, where applicable, in respect of the individual applicant(s) to the designated Client contact.
- v. maintain all confidential and personal information of applicants and families securely and in accordance with:
 - a. UK data protection law, meaning the UK GDPR, Data Protection Act 2018, Privacy and Electronic Communications Regulations and all related and successor legislation; and
 - b. the Data Sharing Protocol agreed as between the Service Provider, Independent Schools Council and UCAS, a copy of which is available on request.

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7) CONFIDENTIALITY

Without prejudice to the legitimate and lawful data sharing set out in the Data Sharing Protocol (and as notified to applicants and families):

- i. Each Party ('Receiving Party') shall keep the confidential information of the other Party ('Supplying Party') confidential and secret, whether disclosed to or received by the Receiving Party. The Receiving Party shall only use the confidential information of the Supplying Party for the purpose of performing the Receiving Party's obligations under the Agreement.
- ii. The Receiving Party shall inform its officers, employees, and agents of the Receiving Party's obligations under the provisions of this clause, and ensure that the Receiving Party's officers, employees, and agents meet the obligations.

8) INTELLECTUAL PROPERTY RIGHTS

- i. Each Party shall respect the intellectual property rights of the other Party, whether registered or unregistered, including patents, copyright and related rights, trademarks and domain names, goodwill, and the right to sue for passing off, rights in designs, design rights, key processes, and database rights

9) COMPETITION

- i. The Parties (and/or their employees, agents, representatives) shall be free to provide services or engage in any form of activity whether for themselves or on behalf of or to other organisations, companies or individuals who are direct or indirect competitors of the other Party whilst at all times respecting the requirements of clauses 7, 8 and 9.

10) WARRANTIES, LIABILITY, AND INDEMNITIES

- i. The Service Provider warrants that it will use reasonable care and skill in performing the Services.
- ii. The liability of the Service Provider under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever shall not exceed the Fee paid by the Client to the Service Provider under this Agreement.
- iii. Neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs, or expenses of any nature whatsoever incurred

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or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business, or goodwill.

11) TERM

- i. The contract shall run from the date of commencement to the end of the application cycle for that year or upon consumption of the validation credits. The subscription can be renewed for the following year or further credits purchased via the online subscription portal.

12) TERMINATION

Either party may terminate this Agreement if:

- i. The other party is in breach of this Agreement and fails to remedy the breach (if capable of remedy) within 30 days written notice of the breach being given by the Party not in breach or persistently breaches its obligations under this Agreement.

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APPENDIX ONE

Agreed process:

- 1) Upon subscribing to the service, the Client will have access to the information sheets, the link to online application form and privacy notice(s)
- 2) The Client will provide the introduction to families that they would like to complete the FSM eligibility validation process
- 3) Families who believe they may be eligible will apply via the online portal before the deadlines.
- 4) The Service Provider will review documentation for completeness, request additional information from the family if required and designate a status of validated or not validated according to the Free School Meals qualification criteria
- 5) The Service Provider will file simple validation reports with ISC in accordance with the agreed deadlines who will undertake checks before submitting to UCAS
- 6) The Service Provider will file simple validation reports with the school by the agreed deadlines following completion of the validation process

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