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**PEP:mk Terms and Conditions**

**1. Aim of the Agreement**

* To develop and offer professional development courses and training to school staff in partnership schools. The programme will be determined annually to meet the priorities of schools in the partnership. The training will be aimed at teachers and support staff as well as promoting leadership development. The courses will be advertised to schools outside the partnership at a cost
* To promote the development of high quality learning in the partnership

**2. Delivery**

* 1. PEP:mk will provide\*:
* Free training\*\* for school staff
* NQT Enrichment Programme
* NQT Conferences
* Professional Development Groups for school staff
* Special Events\*\*
* Opportunities to feedback and shape our CPD & NQT programmes so that they meet the training needs of your staff and are current, relevant and effective
* Discounted prices on paid courses
* An annual Partnership Meeting
* The training programme might change depending on the needs of schools and schools requests
* Booking assistance
* Appropriate body status for your NQT (at an additional cost)

\*This may be subject to change.

\*\*Additional charges may apply to a limited number of courses and special events.

* 1. **The member will ensure**:
* Staff and leaders are adequately informed of the provision of services by PEP:mk
* Training courses are booked in advance using the online booking system on the PEP:mk website ([www.pepmk.org.uk](http://www.pepmk.org.uk))
* Notice is given to cancel bookings in line with the published training calendar
* Advise PEP:MK of any additional services/support required by your staff
* Provide feedback of all events to enable continual impact and structure evaluation
* Raise any concerns with the delivery of this agreement immediately to a Partnership Manager at PEP:mk

**4. Fees**

The annual subscription fee is £4.50 per pupil (minimum annual subscription of £250 per school), based on the most recent PLASC figures. Pupils in Nursery are excluded from the calculation. PEP:mk holds the right to increase the fees where necessary and this will be reviewed on an annual basis with the Steering Group. We are a non-profit making organisation and this will only occur where necessary to maintain the support provided to our partner schools. The annual subscription for Nursery Schools is a flat fee of £250.

Many courses are oversubscribed so schools are expected to cancel 48 hours in advance and if delegates fail to attend and no cancellation is made this will incur a charge of £30 (unless specified differently on the PEP:mk website).

**4.1 Three Year Membership**

This agreement is for a minimum of 3 years. After the 3 years this agreement can be terminated by either party with one terms written advance notice. Exit fees apply if the member wishes to terminate the agreement early.

Early exit fees before the end of the **first** year:

* More than 200 pupils -> £200 exit fee
* More than 100 pupils -> £150 exit fee
* Less than 50 pupils -> £100 exit fee

Early exit fees before the end of the **second** year:

* More than 200 pupils -> £150 exit fee
* More than 100 pupils -> £100 exit fee
* Less than 50 pupils -> £50 exit fee

Early exit fees before the end of the **third** year:

* More than 200 pupils -> £100 exit fee
* More than 100 pupils -> £50 exit fee
* Less than 50 pupils -> £25 exit fee

**4.2 One Year Premium Membership**

A school may choose to join for one year at an additional one-off charge to the annual subscription and must commit for the full year. This charge is dependent on the size of the school, see below, and will be charged at the start of the membership.

One Year Premium Fee:

* More than 200 pupils -> £200 premium added
* More than 100 pupils -> £150 premium added
* Less than 50 pupils -> £100 premium added

If schools decide to sign up for 3 years after the ‘One Year Membership’ the additional charge will not be returned.

**4.3 Renewals**

The renewal process will be activated at the end of the initial service agreement. Members will automatically enter a three year rolling agreement, unless one terms written advance notice has been received by the service provider PEP:mk.

**5. Finance**

* 1. Subscriptions will be raised by PEP:mk on an annual basis in May.
	2. Payment is required within 30 days of the invoice date.
	3. Late payment charges will be implemented, if necessary, of £20 each month this is late.
	4. Additional services/provisions will be charged at the end of each term via invoice.

**6. Variation of Conditions of Contract**

There will be no variations or deletions from this agreement unless agreed in writing and signed by both parties one term in advance.

**7. Termination**

* 1. Without limitation either party may, by notice in writing, immediately terminate this agreement if:
1. there is a breach of any of the terms of this agreement which, in the case of a breach capable of remedy, shall not have been remedied between parties within 21 days
2. there is incompetency, gross misconduct and/or any serious or persistent negligence in the provision of the services hereunder
3. fail or refusal, after written warning, to provide the services reasonably and properly required

**8. Privacy**

PEP:mk is compliant with GDPR. Further information can be provided on request.

**PEP:mk reserves the right to amend these terms and conditions.**

I hereby confirm that I have read and understood the terms and conditions

of this service agreement. I agree to comply with the terms as set out in the above document.

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**School: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**