



CONNECTED LEARNING CONSULTANCY SERVICES POLICY

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CONNECTED LEARNING CONSULTANCY SERVICES POLICY

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1. Statement of Intent

The purpose of this policy is to set out how Connected Learning works with Consultants providing services to us and how Connected Learning supports other organisations as Consultants.

We are committed to ensuring income is maximised in line with the principles of the MAT and that consultancy services benefit all parties.

All staff and Trustees are required to comply with this Consultancy Policy which sets out the framework within which the MAT both receives and carries out consultancy services.

All parties concerned are expected to be aware of their responsibilities with regard to consultancy. The implementation of the following practices and procedures will ensure that both time and funds are efficiently used to enhance pupils' education.

2. Aims

- All services offered will provide value for money
- All income is identified, and all collections receipted, recorded and banked promptly
- All services will promote good practice and enhance the reputation of Connected Learning
- All services should be provided with the overall aim to improve educational achievement

3. Responsibilities

3.1. Board of Trustees

- The Board of Trustees has overall responsibility for the management of the MAT's finances, including setting consultancy fees, deciding how revenue is distributed and making sure the delivery of services is reflective of the MAT's educational objectives
- Trustees must review all financial information provided to them to make sure spending is in line with projection
- The Board of Trustees must consider advice from the relevant advisors and the CEO
- The Board of Trustees will, in consultation with CEO, agree costs and expenses for consultancy services and agree which services may be undertaken and by whom

3.2. The Audit, Finance & Premises Committee

The Board of Trustees has delegated responsibilities to the Audit, Finance & Premises Committee in the following areas of financial consultancy:

- To review consultancy services offered and received by the MAT, the cost of such services and the overall impact on the MAT of offering the services.

3.3. The CEO

The CEO is responsible for:

Consultancy received by the MAT:

- Assisting in the decision of who to engage, for which services and advice and determining how much funding is paid based on market value and Best Value principals
- Reviewing a Consultant's suitability to the role, services and/or advice they are engaged to supply
- Reviewing the impact and outcomes of the consultancy throughout the duration and final impact

Consultancy offered by the MAT:

- Assisting the Board of Trustees in setting fees, deciding which services will be offered and determining how much income is paid directly into the MAT fund.
- Recommending suitable members of staff to deliver consultancy services, and to consider and approve requests by staff wishing to deliver consultancy services.
- Reviewing the impact on the MAT of its members of staff carrying out the consultancy regarding overall workload management.

4. Pricing for Consultancy Service Offered

All services are charged at a rate agreed by the Board of Trustees. When establishing the costs of services, the following must be taken into consideration:

- Value for money/return of investment and effort
- Time taken for delivery - this includes the cost of the consultant/s leaving their respective academy, and MAT on-costs for staffing
- The number of consultants required
- Software/training packs that remain with the MAT including intellectual rights.
- The cost of equivalent services from outside organisations (benchmarking)
- Rates will be reviewed on an annual basis by the Board of Trustees and the CEO
- The reimbursement of travel expenses and allowances
- The ability of the Consultant to learn and develop themselves whilst engaging in the consultancy
- Other relevant factors

5. Services

5.1 Services received by the MAT:

Consultancy services will only be engaged where there is a clear advantage to Connected Learning and the value and benefit of the service received outweighs the cost of the consultant being appointed.

The fees or charges must be agreed by the Board of Trustees or a person with suitable delegated authority prior to formal engagement.

All consultancy services provided to the MAT must be agreed prior to delivery and in writing with the consultant

A clear process of evaluation should be agreed at the onset of the consultancy which should state the intended outcomes and impact on the MAT. If the consultant does not provide a brief or agreement to negotiate with, the pro-forma attached to this policy should be used and adapted to need.

5.2 Services offered by the MAT:

Consultancy services will be offered only where there is a clear advantage to the MAT that outweighs the cost of the consultant being absent from their employment for the duration of the service.

Consultancy services offered will change throughout the academic year and will usually be tailored to the need. Agreement to any consultancy must always be obtained in writing prior to delivery and after scrutiny for fees charged agreed by the Board of Trustees or a person with suitable delegated authority.

A clear brief for the consultancy services must always be agreed prior to delivery by the CEO or another member of the senior staff within the appropriate academy and a consultancy agreement signed. A pro-forma is **attached** to this policy.

6. Invoicing

6.1 Services offered

All cheques and other payments are made payable to Connected Learning and never to the consultant personally. No personal cheques will be authorised except where specifically agreed. Only the Board of Trustees and the CEO have the right to decide how much of the income is paid directly into the MAT and how much, if any, is received by the consultant.

Any consultancy work undertaken by an employee of Connected Learning, outside of their contract of employment, for payment direct to the employee, can only be undertaken with the prior written consent of the CEO. Consideration to the reputational risk to

Connected Learning will have been assessed when making decisions regarding consultancy outside of direct employment. Consultancy work covers unpaid work and representation on other educational bodies in addition to paid consultancy work.

6.2 Services provided

To ensure sound financial control, consultancy fees are to be processed in accordance with the principles below:

- The COO should raise a purchase/internal order for approved service required
- The CL Finance Team processes it and the CEO confirms the receipt of the service
- The services received are checked against each order by the CL Finance Team.
- The CL Finance Team processes the invoice and updates accounts.
- All MAT cheques must have two signatures by authorised signatories. All MAT electronic payments must be approved by two authorised signatories.
- Accounting records should be securely stored and only authorised staff should have access to them.

7. Debt recovery

The Board of Trustees has a duty to ensure the MAT receives all the funds to which it is entitled.

7.1. The principles

1. The COO will not write off any debt which exceeds £1000; any debts high than £1000 for consultancy must be referred to the Board of Trustees.
2. A full record will be kept of debts owed to the MAT for 7 years. This will include all letters requesting money, reminders and invoices.
3. The MAT will not initiate legal action to recover debts unless the Board of Trustees agrees such action.

7.2. Roles and responsibilities

The COO will ensure that:

- Letters and emails requesting money are accurately recorded and those records are maintained
- A signed agreement exists for the consultancy
- Evidence of the steps taken by the MAT in pursuance of debt is recorded including dates and times of letters, emails and phone calls
- A final reminder is sent by recorded delivery to the debtor
- The level of outstanding debt can be determined at any time

7.3. Governance

The Board of Trustees:

- Will prescribe and regularly review the arrangements for debt recovery

- Must approve any legal action taken
- Will ensure that when action is approved, it will be recorded in the minutes of the relevant meeting.
- Will adhere to the privacy arrangements.
- May delegate its responsibilities under this policy to the Audit, Finance & Premises Committee

7.4. The process for pursuing debts

The process will be as follows:

- Informal reminder
- First reminder letter/email
- Second reminder letter/email

This written communication allows the debtor every opportunity to settle their debt and ensure the MAT can prove all reasonable steps have been taken to recover the debt should the issue proceed further.

- **Final reminder letter/email**

If no response is received following the second communication reminder, the MAT will send a letter to the debtor, advising them that they are considering legal action. This letter will be sent by recorded delivery to ensure the debtor has had every chance to respond.

At this point the debtor may be advised, at the discretion of the Board of Trustees, that they will have to pay in advance for certain services in the future and any legal costs incurred in recovering any debts.

- **Legal action**

At this juncture the Board of Trustees will decide whether to take legal action against the debtor.

7.5. Waiving of debts

The waiving of debts is at the discretion of the Board of Trustees. A debt may be waived when it is believed the prospects of receiving payment from the debtor are low and if all reasonable avenues to recover the debt have been exhausted (including instalments) and it is believed it would not be cost effective to pursue the debt through legal action.

The COO is authorised to waive debts off up to £1000. Debts between £1000 and £5000 will only be waived with the approval of the Board of Trustees. Debts of £5000 or more will be waived only after reasonable attempts at recovering the debt have been attempted and have failed or the Board of Trustees reasonably determines the debt is irrecoverable.

8. Links to other MAT Policies

All act and omissions of the MAT and persons affected by this Consultancy Services Policy are also subject, as appropriate, to all other MAT policies including:

Anti-Fraud and Corruption

The MAT has a 'zero tolerance' policy towards fraud, bribery and corruption. We will always investigate and seek to take disciplinary and /or legal action against those who commit or assist anyone committing, fraud or any other improper activities in our operations.

Safeguarding

The MAT recognises that it has a fundamental duty of care towards all children where its programmes and operations facilitate contact with children, or have an impact on children. This includes a duty to protect children from harm or risk of harm as a result of misconduct by our staff, consultants or partners, of poor practice or of the poor design or delivery of our programmes and operations. We achieve this through compliance with UK child protection laws and the academies' Child Protection Policies.

Counter-Terrorism and anti-money laundering

The MAT is committed to ensuring that no funds are financing or supporting terrorist activity or money laundering and by ensuring all staff, consultants or partners understand their obligations to report any actual or suspected activity and to meet its obligations to report to external authorities where appropriate.

Data Protection

This Policy covers the use by contractors of digital technologies used whilst on Trust sites (email, internet, network resources, learning platforms, communications tools, social networking tools, school websites, apps and any other digital systems provided by the Trust and the schools within the Trust).

This Policy also covers Trust-owned equipment when used offsite, use of online systems provided by the Trust when accessed offsite and posts on social media made away from Trust premises and outside of school hours which may refer to the Trust or the schools within it and which might bring your professional reputation or the reputation of the Trust and those employed within it into disrepute.

It is the main aim of this Policy is to ensure that staff (including contractors), Trustees and volunteers will be responsible users and stay safe while using the internet and other communications technologies for educational, personal and recreational use. School systems and users are protected and monitored by security and filtering services to provide safe access to digital technologies. Therefore the behaviour of contractors whilst online when in school, and on all school devices whether on or offsite, may be subject to monitoring.

Equality, Diversity and Discrimination

The MAT's policies commit all schools within Connected Learning to being inclusive schools where the focus is on the wellbeing and progress of every child and where all members of staff, consultants, partners and community are of equal worth and value. The MAT will work to ensure that it eliminates unlawful discrimination, harassment and victimisation and that there is no

unjustified discrimination in the recruitment, retention, training and development of our staff, consultants, volunteers or other partners.

Upholding Public Trust

The MAT's Code of Conduct states that everyone, including consultants, has a duty to behave in ways that actively uphold public trust and give people confidence in the integrity of Connected Learning. No consultant must ever behave, at work or in public, in a manner which may damage the reputation of the MAT.

APPENDIX

PRO-FORMA AGREEMENT (to be amended where appropriate)

CONSULTANCY SERVICES AGREEMENT

This contract is between Connected Learning and

(insert name of consultant).

The consultant will provide services concerning (insert a brief summary of the type of service that the consultant will be providing).

Signed:

For Connected Learning (Chief Executive Officer) Date:

Signed: (Consultant's signature)

For the Consultant: Date:

1. Terms and definitions

1.1. “Confidential Information”

- Means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential, however it is conveyed or on whatever media it is stored.

1.2. “Connected Learning” or “MAT”

- means Connected Learning, a multi-academy trust with company number **08579939** with Registered Office c/o Powers Hall Academy, Spa Road, Witham, Essex, CM8 1N

1.3. “Consultant Personnel”

- Includes all directors, employees, agents, consultants and contractors of the consultant and/or sub-contractor.

1.4. “Consultancy Services”

- Means all of the activities to be undertaken by or to be performed by the Consultant as described in this contract and as may be amended from time to time.

1.5. “Personal Data”

- Has the same meaning as set out in the Data Protection Act 1998.

1.6. “Subject Access Request”

- Means a request for information or an apparent request under the Freedom of Information Act or the Environmental Information Regulations.

2. Commencement and Continuation

- 2.1. The consultant shall commence the consultancy services on **(insert date)** and, subject to the rights of earlier termination set out in this contract, shall complete the consultancy services on or before **(insert date)**.

3. Provision of Consultancy Services

- 3.1. The consultant is appointed to undertake the consultancy services specified above. This contract shall not prevent the consultant from undertaking other

consultancy or project management services, provided that the undertaking of such services does not cause a breach of contract.

- 3.2. The consultant shall promptly and efficiently perform the services as and when required, with all due care and skill as may be expected of a person or an organisation with the experience of the consultant, and in accordance with this contract.
- 3.3. The consultant shall keep detailed and accurate records of all activities undertaken in relation to the provision of the services, and shall provide [nominated person for Connected Learning], with reports at such intervals as are advised to the consultant.
- 3.4. The relationship between the MAT and the consultant shall be that of independent contractors and not of employment or partner of the other for any purpose whatsoever

4. Charges and Terms of Payment

- 4.1. In consideration of, and subject to, the satisfactory performance by the consultant, the MAT shall pay the consultant any charges in accordance with the payment provisions, provided that the MAT receives full and accurate information and documentation, and the work is completed to the satisfaction of the MAT.
- 4.2. The Delivery of the Services shall entitle the Contractor to payment of [insert payment details] _____ (“the Contract Price”)
- 4.3. The contractor shall invoice Connected Learning each [insert frequency or milestones] for the Contract Price. Invoices for the Contract Price are payable on presentation of a valid VAT invoice and must be delivered at least [3] business days prior to the end of a month.

5. Changes to requirement

- 5.1. Connected Learning shall notify the consultant in writing of any material change to the requirements under this contract, and these must first be agreed by the consultant in writing before the changes are implemented. Failure to follow this requirement shall entitle Connected Learning to refuse to pay for any or all of the changes.

- 5.2. The consultant shall use all reasonable endeavours to accommodate any changes to the needs and requirements of the MAT provided that it is entitled to payment for any additional costs incurred as a result of any such changes.
- 5.3. This contract cannot be assigned without prior written agreement between the parties

6. Premises and Equipment

- 6.1. Unless otherwise agreed, any land or premises made available to the consultant by Connected Learning, in connection with the provision of the consultancy services, shall be made available to the consultant free of charge and without exclusive possession. Any premise or equipment shall be used by the consultant solely for the purpose of providing the consultancy services. The consultant shall have the use of such land or premises as licensee, and shall immediately vacate the same on the expiry or other termination of this contract.
- 6.2. For the purposes of this contract, the following areas and facilities at the MAT premises will be provided free for use by the consultant:
 - 6.2.1. Toilets;
 - 6.2.2. Heating;
 - 6.2.3. Lighting;
 - 6.2.4. First aid;
 - 6.2.5. Reasonable telephone use
- 6.3. The MAT shall be under no obligation to provide any premises or equipment to the consultant other than those expressly referred to in this contract.
- 6.4. The consultant shall provide its own equipment where necessary for the delivery of the services.
- 6.5. Only IT equipment owned by the MAT may be used to access the MAT's network.
- 6.6. The consultant shall be responsible for ensuring that its officers, employees, agents and sub-contractors make proper use and take reasonable care of the MAT's facilities and equipment provided.

6.7. In regards to intellectual property rights created by the consultant under the contract, the consultant warrants:

- That the Trust's intellectual property rights comprise the original work of and were created by or on behalf of the consultant.
- That the Trust's intellectual property rights have not and will not be copied wholly or in part from any other work or material without express permission.

6.8. In regards to intellectual property rights created by the consultant under the contract, the consultant agrees that:

- the intellectual property rights comprise of original work undertaken as set out in this contract are the property of the MAT for which payment has been made.
- the intellectual property rights relating to this consultancy, have not and will not be copied wholly or in part from any other work or material without express permission.

7. Warranty and Indemnity

7.1. The consultant ensures the MAT that the obligations of the consultant, under this contract, will be performed by appropriately qualified and trained personnel to the standard of care and skill as set out by Connected Learning.

7.2. The consultant warrants and represents that any goods supplied by the consultant forming a part of the services provided will be of satisfactory quality and fit for their purpose, and will be free from defects in design, material and workmanship.

7.3. The consultant shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this contract or any other claims or demands which may be brought or made against it by any person suffering any injury, damage or loss in connection with this contract.

8. Termination

8.1. This contract may be terminated by either party giving to the other party at least 30 days' notice in writing and shall automatically terminate on the expiry

of the term for which it is entered into or on completion of the services and/or delivery of the goods contemplated in this contract.

8.2. Either party may terminate this contract by notice in writing for a breach by the other party. Where such breach is capable of remedy, the breach must be remedied within 15 days of receipt of notice to do so. If the breach has not been remedied within 15 days or is not capable of remedy, the party not in breach may terminate this contract with immediate effect by notice in writing.

8.3. This contract may be terminated by Connected Learning with immediate effect by notice in writing if at any time.

- The consultant is convicted of a criminal offence related to the business or professional conduct.
- The consultant commits an act of grave misconduct in the course of the business.
- The consultant fails to fulfil its obligations relating to the payment of social security contributions.
- The consultant fails to fulfil its obligations relating to payment of taxes.
- The consultant fails to disclose any serious misrepresentation in supplying information required by the MAT in or pursuant to this contract.

8.4. The consultant shall not at any time after the expiry or other termination of this contract represent itself as being a consultant to/of the MAT or as being in any way connected with Connected Learning.

9. Tax

9.1. Where the consultant is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax in respect of that consideration.

9.2. Where the consultant is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992,

including amendments to the Act which were made in 2015, and all other statutes and regulations relating to NICs in respect of that consideration.

- 9.3. The consultant warrants and represents to Connected Learning that it is an independent contractor and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this contract.
- 9.4. The consultant will account to the appropriate authorities for any income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the consultant under this contract.

10. Confidentiality

- 10.1. The consultant acknowledges that any confidential information obtained from or relating to Connected Learning is the property of the MAT.
- 10.2. Each party hereby warrants that:
 - Any person employed or engaged by this contract shall treat all confidential information belonging to the other party as confidential, safeguard it accordingly and only use such confidential information for the purposes of this contract.
 - Any person employed or engaged by this contract shall not disclose any confidential information to any third party without prior written consent of the other party, except where disclosure is otherwise expressly permitted by the provisions of this contract.
- 10.3. The consultant shall take all necessary precautions to ensure that all confidential information obtained from Connected Learning is treated as confidential and not disclosed (without prior approval) or used other than for the purposes of this contract.
- 10.4. The consultant shall ensure that the consultant's staff, directors, agents, employees, and any other parties involved in the provision of the service for the contractor, are aware of the consultant's obligations under this contract.

- 10.5. The consultant undertakes to make no reference in any advertising or other promotional material to this contract without the prior written consent of Connected Learning
- 10.6. Any findings and/or contents of reports produced under this contract shall not be disclosed without the permission of the MAT which shall not be unreasonably withheld.
- 10.7. In order to ensure that no unauthorised person gains access to any confidential information or any data obtained in the supply of the services, the consultant shall maintain adequate security arrangements that meet the requirements of professional standards and best practice.
- 10.8. The consultant shall, at its own expense, alter any security systems at any time during the contract period at the MAT's request if Connected Learning reasonably believes the consultant has failed to comply with clause safeguarding measures.
- 10.9. The consultant will immediately notify the CEO of any breach of security in relation to confidential information and all data obtained in the supply of the services, and will keep a record of such breaches.

11. Data Protection

- 11.1. The Consultant shall:
 - Process personal data only in accordance with instructions from Connected Learning
 - Process personal data only to the extent, and in such manner, as is necessary for the provision of the services or as is required by law or any regulatory body.
 - Implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure.
 - Take reasonable steps to ensure the reliability of any consultant personnel who have access to personal data.

- Obtain prior written consent from Connected Learning in order to transfer personal data to any sub-contractors or affiliates for the provision of the services.
- Ensure that no consultant publishes, discloses or divulges any of the personal data to any third party unless directed in writing to do so by Connected Learning.
- Provide the MAT with full co-operation and assistance in relation to any complaint or request made.

11.2. The consultant shall notify Connected Learning, within 30 working days, if it receives:

- A Subject Access Request regarding data;
- A complaint or request relating to Connected Learning, obligations under the data protection legislation.

11.3. The consultant shall comply at all times with data protection legislation and shall not perform its obligations under this agreement in such a way as to cause Connected Learning to breach any of its applicable obligations under data protection legislation.

12. Freedom of Information

12.1. The consultant acknowledges that Connected Learning is subject to the requirements of the Freedom of Information Act and shall assist and co-operate with the MAT to enable Connected Learning to comply with its information disclosure obligations.

12.2. In no event shall the consultant respond directly to a request for information, unless expressly authorised to do so by the CEO.

13. Sub-Contractors

13.1. The consultant shall not be entitled to use any sub-contractors to deliver any of the services without the prior written approval of Connected Learning. Connected Learning may refuse for any reason to permit either the use of any sub-contractors or of a specific subcontractor without giving any reason.

- 13.2. The consultant shall take all reasonable steps to satisfy Connected Learning that sub-contractors are suitable in all respects to perform the services required.
- 13.3. The consultant shall immediately notify the CEO if it has any concerns regarding the propriety of any of the sub-contractors in respect of services rendered in connection with this contract.
- 13.4. The consultant shall at all times remain responsible for the proper performance of its obligations and for all the acts and omissions of its sub-contractors in connection with this contract.

14. Discrimination

The consultant shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.

15. Safeguarding Declaration

- 15.1. By signing this agreement the consultant declares that they have never been convicted of any offence involving any type of harm to a child or children, nor has ever been warned or cautioned in relation to such a matter. The consultant also declares that there are no civil or criminal proceedings of any nature pending against them at the date of this declaration relating to any allegation concerning any type of harm to a child or children.
- 15.2. The consultant authorises Connected Learning to seek references or approach previous employers for information to verify information on disciplinary offences relating to children.
- 15.3. The consultant accepts that where any Regulated Activity is carried out in connection with the consultancy/project that they (and any member of staff or individual engaged in connection with the consultancy) will be required to undertake an enhanced Disclosure and Barring Service check through the Disclosure and Barring Service (DBS), including a check against the adults' barred list or the children's barred list, as appropriate.
- 15.4. The consultant understands that, if they withhold any relevant information or present false or inaccurate information, the contract for services for the above mentioned project will be terminated with immediate effect.

15.5. In accordance with the UK's Data Protection Act (1998) and any other relevant privacy law which applies, this declaration is confidential and is extended solely in order to accredit the consultant's suitability to work with children whilst providing services to Connected Learning; this declaration may not be used totally or partially for any other purpose save that for which it is expressly made.