Orchard Therapeutic

OUTREACH • BARN • FARM • POST 16

TERMS AND CONDITIONS FOR PLACEMENTS
Orchard Therapeutic Farm (OTF)

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1. Definitions

"The Services" refers to Orchard Therapeutic Farm (OTF), Orchard Therapeutic Outreach (OTO) and Orchard Therapeutic Barn (OTB).

"Commissioner" means the Local Authority, school or organisation commissioning the placement.

"Placement" means the agreed provision for a named child or young person.

"Fee" means the agreed cost of the placement.

"Agreement" means these Terms and Conditions together with the SLA and referral documentation.

2. Parties

This Agreement is made between Orchard Therapeutic Farm (OTF) ("the Provider") and the Commissioner.

The Commissioner must nominate a responsible officer with authority to commission and manage the placement.

3. Purpose

This Agreement sets out the contractual framework for commissioning, delivering and funding placements.

Provision is delivered in line with SEND legislation and safeguarding duties.

4. Commencement and Duration

The Agreement begins on the agreed start date and continues until terminated in accordance with this Agreement.

5. Admissions and Suitability

All placements are subject to:

- Full disclosure of information

- Risk assessment

- Availability of provision

- Ability to meet a young persons needs

The Services reserve the right to refuse, withdraw or review placements at any time.

6. Delivery of Provision

The Services will:

- Deliver therapeutic, trauma-informed education

- Provide trained staff

- Monitor progress and provide reports

- Provision is typically part-time unless otherwise agreed.

7. Safeguarding

The Services are responsible for day-to-day safeguarding practice.

The Commissioner retains statutory responsibility for placement decisions.

8. Behaviour and Risk

The Services may:

- Adjust provision

- Suspend attendance

- Terminate placements

This is based on health, safety and suitability.

9. Financial Arrangements

Fees are agreed in writing prior to placement.

Invoices are payable within 30 days.

Late payment:

- Interest will be charged

- Recovery costs may be applied

Fees remain payable during:

- Absence

- Suspension

- Exclusion

Non-payment may result in suspension or termination.

10. Data Protection

All parties will comply with UK GDPR and Data Protection Act 2018.

Information is shared on a need-to-know basis.

11. Insurance

The Services maintain appropriate insurance including public liability and employer liability.

12. Force Majeure

Neither party is liable for failure due to events outside reasonable control.

13. Liability

Liability is limited to the annual placement value.

Nothing excludes liability for negligence or safeguarding duties.

14. Termination

Either party may terminate with one full academic term's written notice.

The Services may terminate immediately where:

- Health and safety risks arise

- The placement is no longer suitable

- There is non-payment

- There is a breach of agreement

Fees remain payable for committed resources.

15. Complaints

Complaints will be managed in line with The Services' complaints procedure.

16. Entire Agreement

This Agreement forms the entire agreement between the parties.

17. Variation

Any changes must be agreed in writing by both parties.

18. Governing Law

This Agreement is governed by the laws of England and Wales.

Signatures

Signed for Orchard Therapeutic Farm: