

LEGAL SERVICES - SERVICE LEVEL AGREEMENT

SERVICE PROVIDER CONTACT DETAILS

The Metropolitan Borough of Bury (Bury Council)
Town Hall
Knowsley Street
Bury BL9 0SW

Contact Andy Carlile
Tel 0161-253-5211
e-mail legal.services@bury.gov.uk

SERVICE RECIPIENT CONTACT DETAILS

(the School)

Contact
Tel
e-mail

CONTEXT

This Service Level Agreement (SLA) is one of a series of Service Level Agreements provided by Bury Council.

This Service Level Agreement (SLA) applies to all local primary and secondary schools who have purchased this service.

The legal service includes telephone and written advice to Head teachers and Governing bodies.

SERVICES PROVIDED

The service is offered on a 'retainer' basis by way of payment of an annual fee for advice and assistance.

Legal Services will provide timely, accurate and relevant advice and notify the School of any additional costs before they are incurred.

Legal advice relating to

- Effect of family court order in respect of pupils
- Access to premises
- Employment advice proceedings
- Property advice
- Contractual advice

What is not included?

- Legal advice in connection with inquests, litigation or proposed litigation, tribunals, including submission of court reports, preparation of witness statements, or advocacy at the hearing.
- Disclosure of pupil records to the police.
- Disbursements incurred.
- Complex issues requiring more than 3 hours legal time

Legal advice in relation to the above falls outside this and will be invoiced separately at the rate below monthly, invoices to be paid within 28 days.

Service standards

All work will be undertaken in accordance with: -

- Lexcel, the Law Society's Practice Management and Client Care Standards, for which the

Practice holds accreditation

- Relevant Professional Code of Conduct
- Routine telephone calls will be returned within 24 hours
- Urgent telephone calls will be returned within 2 hours
- Correspondence will be acknowledged upon receipt and a substantive response provided within 10 working days or sooner.
- Verbal advice will be confirmed in writing.

Legal Services will keep confidential all School matters save as may be required to be disclosed by law.

Service Disruption

In the event of any disruption that is outside the control of Legal Services or the School, Legal Services will endeavour to provide the best service possible within the prevailing conditions. The School will be informed of the level of service available as soon as the extent of the disruption is known.

The School will also be informed of the estimated date for resumption of the full service as specified in the SLA as soon as is practicable.

CLIENT RESPONSIBILITIES

- Provide timely and full instructions
- Provide all the information and documents required to provide legal advice
- Provide relevant developments
- Retain the responsibility for ensuring documentation is complete, accurate and supplied within the relevant timescale
- Pay invoice within 28 days
- Comply with the Data Protection Act 2018, Freedom of Information Act 2000, and the Environmental Information Regulations 2004.
- Not to disclosure to any third party any information in connection with the provision of the service unless both Legal Services and the School both agree to it.

CONFLICTS

Legal Services will monitor instructions received from clients to ascertain whether a conflict of interest arises between them. Should a conflict arise, the respective clients will be notified and advised as to how the conflict will be managed.

LEGAL & ACCEPTANCE

Duration of Agreement

The agreement will automatically be renewed on **1st April**, annually, unless Schools exercise their right to terminate the agreement in accordance with the conditions detailed below. As part of the Bury SLA, School can opt into to a three year purchase of the SLA service whereby the annual rate will remain that of year 1.

Fees

£440 nursery and primary school
£880 secondary school

Hourly rates

£150 head of department
£132 senior lawyer
£115 lawyer
£90 legal officer

Review and Termination Details

This SLA will be reviewed annually. Schools can opt into the SLA at any point during the year at the annual rate.

Either party wishing to make changes to the SLA must give notice in writing and any changes will only take effect with the written agreement of both parties.

If a School wishes to withdraw from the SLA, this must be by giving notice in line with the following two notice periods:

- Notice by 31 March to terminate from 31 August
- Notice by 31 December to terminate from 31 March

Where a School chooses to terminate the agreement, no fee will be returned.

If it becomes necessary for Legal Services to discontinue the provision of this Service, three months' notice will be provided.

Complaints Procedure

We are committed to delivering the highest possible standards under this SLA. Detailed information on level of service is provided, but sometimes things can go wrong. If so, Legal Services want to deal with your concerns quickly and effectively. In the first instance, Schools should refer any concerns to the Head of Legal services who will endeavor to address the issues immediately.

If the Head of Legal Services is unable to resolve any complaint, the School can make a formal complaint to the Council Solicitor.

SIGNATURE

Signed on behalf of Bury Council

Name:

Date:

Signed on behalf of the School

Name:

Date: