

Service Agreement Application Form

2022/2023

Service	Tick to Select	
Core Christian Distinctiveness Support		
Price based on pupil numbers 01/01/2022		
Multi Academy Trust bespoke agreement		
As per quote provided		
Please provide details of any 'pay as you use' services required.		

School/Academy/Trust Name	
Name and email address for invoicing	
Signed (Head/Principal/CEO)	

Please return to

⊠ <u>education@lichfield.anglican.org</u>





Terms of Agreement

All schools and academies subscribing to this agreement are expected to:

- Keep the Education Team informed of the current situation in relation to the services required and developments at the school;
- Give adequate notice when requesting visits, training or meetings;
- Be available, given adequate notice, for meetings and/or visits;
- Pay due attention to advice given by the Education Team or our Associates;
- Give at least 5 working days' notice to cancel or re-schedule a visit

In consideration of Lichfield Diocesan Board of Education (LDBE) providing the services in accordance with this agreement, the customer agrees to pay the fees and charges to LDBE. The LDBE will raise invoice(s) for services and the customer will pay such invoices within 28 days of the date of each invoice.

The customer may have the option to pay the invoices via direct debit in managed stages monthly in arrears subject to LDBE written agreement. If payment of the fees and charges are not paid by the due date, LDBE shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount.

If either party ('the defaulting party') commits a breach of this agreement and has not remedied the breach to the satisfaction of the other party (the 'complaining party') within 30 days of the defaulting parties receipt of the complaining parties written notice specifying the breach and requesting it to be remedied; or the breach is not capable of remedy; or the breach is a fundamental breach of the agreement, then the complaining party may, without prejudice to any accrued rights or remedies under the agreement, terminate the agreement by notice in writing, such notice to have immediate effect.

This Agreement may also be **terminated** by LDBE with immediate effect if:

- the customer convenes a meeting of its creditors;
- the customer shall make a voluntary arrangement within Part 1 of the Insolvency Act 1986 or makes a proposal for any other composition scheme of arrangement with (or assignment for the benefit of) its creditors;
- the customer shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any material part of the customer's business or assets; or
- a meeting is convened for the purpose of considering a resolution, or other steps are taken for the winding up of the customer (otherwise than for the purpose of an amalgamation or reconstruction) or for the making of an administration order or other appointment of an administrator in respect of the customer.

