

MEMORANDUM OF UNDERSTANDING

ADO SERVICES CIC – RIVER VALLEY SCHOOL

1. Understanding

- 1.1 ADO Services CIC is the proprietor of ADO River Valley School, an independent special school.
- 1.2 ADO and the local authority intend to place a Student at the School and this Memorandum of Understanding (“**MOU**”) sets out the parties’ understanding as to the Programme that may be provided to the Student.
- 1.3 In this document, the term “**Programme**” is used to describe the package of education, learning support, therapies and other services and interventions accessed by a Student, and each of those aspects is referred to as a “**Service**”.
- 1.4 Terms capitalised in this MOU are defined in the glossary set out at the end of this document.

2. Key objectives

- 2.1 ADO’s key objective is to provide Students with education and learning support individually tailored to their needs and/or EHCP. This may include the provision of bespoke support and therapies that extend beyond an EHCP if these are determined to be of benefit to a Student by ADO.
- 2.2 The parties agree that as the specialist provider of tailored education and support, ADO is well placed to determine what Programme a Student may benefit from.

3. Initial Assessment

- 3.1 ADO reserves the right to complete an initial assessment of the Student to assess their suitability for the School and to determine their Programme.
- 3.2 The initial assessment is made up of two parts:
 - (a) Digital assessment; and
 - (b) Practical assessmentand will be conducted by ADO.

3.3 Initial assessments are charged at the rates set by ADO and the assessment fee is not refundable should ADO determine that the School or the Services are unsuitable for a prospective Student.

4. Programme

4.1 The Services that ADO offers to Students are listed on its website (www.adorivervalley.co.uk). This may be updated at any time.

4.2 The Services that are selected for a Programme, their method of delivery and duration shall be determined by ADO.

4.3 A Programme can be amended by ADO at any time.

5. EHCP

5.1 ADO will comply with its statutory obligations in respect of the consultation and implementation of an EHCP.

5.2 ADO has the right to refuse to be named in an EHCP if it considers that it will not be able to meet a prospective Student's needs or that there is a risk that they will be of a danger to either themselves, other Students or others at the School or they may impact the learning of other Students.

5.3 ADO will comply with section F of a Student's EHCP. This shall not prevent ADO from providing an extended Programme or providing Services that are not included in an EHCP. If additional Services are provided, there shall be no additional cost to the local authority.

6. Charges

6.1 Charges are payable irrespective of the Student's attendance at the School.

6.2 Charges shall be payable in accordance with the terms of an invoice issued by ADO.

7. Term

7.1 Subject to paragraph 3 and ADO accepting a referral for a prospective Student, the Student shall be admitted to the School and ADO shall start providing the Programme on a date agreed with the Referee.

- 7.2 In the event of a placement request change following an EAR (Emergency Annual Review) or AR (Annual Review), the Referee shall be charged for a minimum period of four weeks or to the end of the current term (whichever is the soonest) irrespective of whether the Student attends the School.
- 7.3 The Referee can terminate the Programme and this MoU by giving four weeks' notice in writing to ADO and charges shall be payable by the Referee for the notice period.

8. Status

- 8.1 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU.
- 8.2 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.
- 8.3 ADO may vary the terms of this MoU at any time.

9. Governing law and jurisdiction

This MoU shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Glossary

ADO	ADO Services CIC, a community interest company incorporated in England and Wales with company number 07042757 whose registered office is at 126 Upper Wickham Lane, Welling, Kent, United Kingdom, DA16 3DP
EHCP	Education, health and care plan under the Children and Families Act 2014
Programme	Has the meaning given in paragraph 1.2
Referee	The person or organisation making a referral for a prospective Student to ADO or, where a Student has an EHCP, the local authority
School	ADO River Valley School, other independent special school with URN 149157 whose address is Poets Corner Centre, 19a Keats Road, Welling, Kent, DA16 3NB
Services	The education, learning support, therapies, interventions and other services offered by ADO
Student	The child, young person or adult accessing the Programme (and "Students" means more than one)