

**AGREEMENT FOR THE ADMINISTRATION OF STATUTORY ADMISSION APPEALS****1. PARTIES**

**We:** Nottinghamshire County Council  
**Address:** County Hall, West Bridgford, Nottingham, NG2 7QP  
**Named Contact:** Keith Ford, Team Manager, Democratic Services  
(Known as 'NCC' hereafter)

**AND**

**You: Quarrydale Academy**

**Address:** Quarrydale Academy Stoneyford Road Sutton-in-Ashfield NG17 2DU  
**Named Contact:** Paul Tomlinson

(known as "The School" hereafter and referring to all own admission authority schools such as Academies, Free Schools and Voluntary Aided Schools. The term also refers to agreements that cover more than one school in the same academy trust.)

agree as follows:

**2 SERVICES TO BE PROVIDED**

NCC shall provide the following services in accordance with the requirements of the School Admission Appeals Code:

- (1) Overall administration of the appeals process, including notification of any appeals received by NCC, procedure notes, guidance for parents on the appeals process, appeal forms, notification of arrangements and outcome of appeal hearings with reasons.
- (2) The services of independent clerks who have received appropriate training.
- (3) The organisation of venues, including refreshments, for appeal hearings or where appropriate the organisation of remote hearings using Microsoft Teams.
- (4) Training for panel members in line with the requirements of the School Admission Appeals Code.
- (5) Response and advice to parents about decision letters.
- (6) Coordination of responses to enquiries from the Department for Education (DfE) (or successor body) or Local Government and Social Care Ombudsman (LGO) following complaints from parents if requested (for an additional charge).
- (7) Payment of travel and subsistence expenses to panel members, including loss of earnings where appropriate.
- (8) Recruitment and appointment of panel members.
- (9) Arranging the services of interpreters, translators and signers as required by appellants (with such services charged back to the School at cost price).

- (10) Retention of appeal records including Personal Data for a period of 2 years following the appeal outcome.

### **3. ACTIONS TO BE TAKEN BY THE SCHOOL**

The School agrees to take the following actions in accordance with the requirements of the School Admission Appeals Code:

- (1) Publish an appeals timetable on its website by 28 February each year.
- (2) Notify NCC promptly of any appeals received at the School and forward to NCC within 2 days of receipt.
- (3) Compile and supply/provide to NCC:-
  - detailed written statement covering your argument for the refusal of a place and the relevant information for the appeal including by whom and how the decision was made in line with the Schools Admissions Code 2021;
  - copies of the original application for a place and refusal letter;
  - when the appeal is for an intake year, details of how places were allocated at offer day and subsequently.

This **must** be received by NCC no later than 18 days prior to the date of the hearing. The late receipt of paperwork resulting in a change of hearing date will incur an additional administration cost of £50.

- (4) Respond to any reasonable requests for information from parents prior to a hearing.
- (5) Provide a representative to present the School's case at appeal hearings.
- (6) Accept the decision as binding on the School.
- (7) Agrees to pay any costs incurred by NCC for any loss, damage, or liability suffered and legal fees and costs incurred by NCC as a result of any breach by the School of this agreement.
- (8) Agrees to pay NCC the fees/charges for the service as set out in clause 8 below.

### **4 INDEMNITY & ACKNOWLEDGEMENT**

- (1) The School will indemnify the members of the panel against reasonable legal costs and expenses reasonably incurred by those members in connection with any decision or action taken by them in good faith in pursuance of their functions as members of the panel.
- (2) The School acknowledges and agrees that the services provided by NCC under this agreement are independent in nature and must be fair to both the School and the family involved. This agreement in no way creates any bias in favour of the School or family involved.

### **5. DURATION OF CONTRACT**

- (1) The Contract will commence on 29<sup>th</sup> February 2024 and conclude on 28<sup>th</sup> February 2025.
- (2) Either party may serve a minimum of six months written notice on the other party to terminate this agreement or a shorter period by mutual agreement.
- (3) Where either party is in material breach of any of their obligations under this agreement, the other party shall serve a written notice on the party in breach, specifying the details of the breach and allowing a reasonable time for the breach to be remedied.
- (4) Failure to remedy the breach within the reasonable time given under (3) above shall allow the party not in breach to terminate the agreement immediately.
- (5) If the agreement is terminated, the School shall pay to NCC all outstanding fees/charges reasonably incurred by NCC up to (and including) the day of termination.

## 6. CONFIDENTIALITY AND FREEDOM OF INFORMATION

- (1) Subject to clause 6(2) below the School shall not at any time during or after this agreement divulge to anyone any confidential information relating to NCC's business or affairs in relation to any appeal (including, without limitation, the deliberations of the members of the panel) other than to those for whom the School hold NCC's written prior authority to do so. The School will ensure that all of its partners, employees, sub-contractors and agents comply with this requirement.
- (2) The parties acknowledge that they are both subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and shall assist and co-operate with each other (at no cost to the other party) to enable each other to comply with these information disclosure requirements.

## 7. DATA PROCESSING

- (1) For the purposes of this clause 7, the terms "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**Processor**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

- (2) For the purposes of this clause 7, the following definition shall apply:

**Data Protection Legislation:** the Data Protection Act 1998 and the EU Data Protection Directive 95/46/EC, as amended, replaced or superseded from time to time, including by the EU General Data Protection Regulation 2016/679 ("**GDPR**") and laws implementing or supplementing the GDPR, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner

- (3) NCC shall comply with any notification requirements under the Data Protection Legislation and both Parties will duly observe all their obligations under the Data Protection Legislation, which arise in connection with this agreement.
- (4) Notwithstanding the general obligation in clause 7(3) where NCC is Processing any Personal Data supplied to it by, or on behalf of, the School for the purposes of, or in connection with, this agreement ("**School Personal Data**"), NCC shall:
  - i. only Process Personal Data in accordance with this agreement and the written instructions of the School except to the extent the law requires otherwise;
  - ii. ensure that its employees and any subcontractors who may have access to the School Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality;
  - iii. taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate measures to ensure a level of security appropriate to that risk;
  - iv. only engage sub-processors under a written contract which provides the same levels of protection for School Personal Data as set out in this clause 7 and to inform the Academy of any changes to the sub-processors and allow the School the opportunity to object to such new sub-processors within 30 days of such notification;
  - v. taking into account the nature of the processing, implement appropriate technical and organisational measures, insofar as this is possible, to assist the School with requests it may make in relation to NCC's Processing of School Personal Data for the purposes of complying with Data Subject's rights under the GDPR, including by providing at the School's request, any relevant Personal Data NCC holds in relation to a Data Subject;

- vi. notify the School of any Personal Data Breaches and provide the School with sufficient information to allow the School to meet any obligations to report or inform Data Subjects of the Personal Data Breach;
- vii. NCC shall provide reasonable assistance to the School with any data protection impact assessments, and prior consultations with Supervising Authorities, which the School reasonably considers to be required of NCC by article 35 or 36 of the GDPR, in each case solely in relation to Processing of School Personal Data by, and taking into account the nature of the Processing and information available to, NCC;
- viii. not to Process any Personal Data outside the European Economic Area without the prior written consent of the School except where there is a legal requirement to do so in which case NCC shall notify the School in advance unless such notification is unlawful;
- ix. delete or return all School Personal Data to the School as requested at the end of the agreement except where NCC is required to keep such Personal Data to comply with the law or a Supervisory Authority or continuing obligations in relation to the storage of the Personal Data under this agreement after the expiry of which the data will be deleted or returned; and
- x. make available to the School on request all information necessary to demonstrate compliance with this clause 7, and shall allow for and contribute to audits, including inspections, by the School or an auditor mandated by the School in relation to the Processing of the Personal Data by NCC.

(5) Annex A to this agreement sets out the following:

- i. The subject matter and duration of the Processing;
- ii. The nature and purpose of the Processing;
- iii. The type of Personal Data and categories of Data Subject;
- iv. The obligations and rights of the School; and
- v. Any additional data security requirements that will apply to the Processing of the Personal Data,
- vi. and the Parties shall comply with the contents of this Annex A.

## 8. FEES/CHARGES

- (1) The School agrees to pay NCC for the service. NCC shall invoice the School for payment of the fees in arrears. The School shall pay the fees which have become payable within 30 days of receipt of an undisputed invoice from NCC. The fees are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the School following delivery of a valid VAT invoice.
- (2) Where NCC enters into a sub-contract with a supplier or contractor for the purpose of performing the agreement, it shall cause a term to be included in such a sub-contract that requires payment to be made of undisputed sums by NCC to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice, as defined by the sub-contract requirements.
- (3) The fees for the service will be £230 for an initial admission appeal and £190 per subsequent appeal hearing held on the same day. Where a school has 10 or more appeals in a single multiple hearing (all appeals must be for the same year group and heard during one multiple hearing) then the costs will be reduced by £20 per appeal for each appeal heard during the multiple hearing. If an application has been refused under paragraph 3.10 of the School Admissions Code there will be an additional one off charge of £210 to administer the first appeal of this type and allow guidance to be provided to the school.
- (4) These fees include the following:
  - i. making arrangements for the appeal, including arranging panel members;
  - ii. the preparation, collation and circulation of documents;

**ANNEX A- DETAILS OF THE DATA PROCESSING**

This Annex A sets out further details regarding the processing of Personal Data under the Agreement:

<b>What is the subject matter of the processing?</b>	
Information provided by an appellant and the school in relation to a child applying for a school place at the school, for consideration by an independent appeal panel.	
<b>How long is the processing being carried out for?</b>	
Please describe how long the Service Provider can retain the data for in order to provide the Service:	The School Admission Appeals Code requires the Admission Authority hold paperwork regarding the appeal. NCC will hold this information on behalf of the School. Store the information for 2 years electronically and in hard copy form. Destroy data after 2 years.
<b>What processing is being done?</b>	
Please describe how the Personal Data will be used:	Child's name, address and date of birth stored electronically, plus contact details for appellant to enable correspondence. Information supplied by each party to be scanned and stored electronically as part of a bundle of paperwork for the appellants case. Printed out and provided to the 2 parties (school and appellant), plus 3 panel members and independent clerk to be considered during a confidential hearing. All panel paperwork gathered in by the clerk and returned to County Hall to be stored in secure basement for 2 years as required by the Appeals Code. This information may be requested by the LGO/DFE if investigating a complaint regarding the appeal process. LGO shares all information with the appellant routinely. Both electronic and hard copies of the paperwork to be destroyed after 2 years.
<b>What is the purpose of the data processing?</b>	
Please describe what the Personal Data will be used for and what the Service Provider is permitted to do with it:	Provided to the 2 parties (school and appellant), plus 3 panel members and independent clerk to be considered during a confidential hearing in relation to the decision by the admission authority to refuse the child a place at the school. Service provider permitted to provide the information to the 2 parties, panel members hearing the case and the clerk, plus the LGO/DFE if required as part of an investigation.
<b>What types of personal data are being processed?</b>	
Please describe the Personal Data that is being processed	Child and appellants full names and address(es), child's date of birth, personal information provided by the appellant in relation to their case, which may include but is not limited to medical information about the child and/or other family members, information from social worker, information from police, proof of address information such as copy of rental/mortgage agreement, bank statements, driving licence information. Appellant in providing information does so with the agreement that it be circulated to the panel, school and clerk as part of the appeal paperwork.
<b>What categories of Data Subject will be subject to the processing?</b>	
Please describe whose information will be used by the Service Provider to deliver the Services:	Potential pupils, parents/guardians, wider family, School.
<b>What are the obligations and rights of the data controller?</b>	
The obligations and rights of the Data Controller will be set out in the Agreement.	
<b>Which party will be responsible for dealing with enquires relating to the use of Personal Data under the Agreement?</b>	
Democratic Services as service provider	
<b>Please specify any additional data security requirements that will apply to the processing of the Personal Data</b>	
n/a	

- iii. the provision of a clerk and administrative support to hearings;
- iv. panel members travel and subsistence expenses;
- v. the cost of any other services provided by NCC and/or delivered under this agreement.

(5) The following, if required, will be charged back to the school at cost :-

- room hire and refreshments at any external venue;
- support with the co-ordination of responses to Department for Education or Local Government and Social Care Ombudsman enquiries;
- the use of interpreters, signers and translators.

(6) The School will meet all costs incurred in arranging and preparing for appeals that are subsequently withdrawn or no longer required before the hearing takes place, as outlined below.

Stage	Fee
Recorded on logs, date proposed to school but no other steps taken	£0
Confirmed appeal hearing and admin process started	£80
Panel set up	£100
Paperwork prepared and circulated	£150
Panel convened but appeal did not proceed	£160

(7) Where paperwork is received later than 18 days prior to the hearing resulting in a change of hearing date, The School will pay a further charge of £50 to cover additional administration costs.

## 9. VARIATION

Variations to the services to be provided or this agreement must be agreed in writing between the parties.

## 10. RIGHTS OF THIRD PARTIES

This agreement shall not create any rights for the benefit of or enforceable by any person not a party to this agreement.

## 11. NOTICES/PERMISSION

- (1) Any notice under this agreement shall be served in writing on the parties shown in clause 1 of this agreement to be delivered either by email (provided it is to an email address provided and verified by the School or NCC respectively) or first-class post or by hand.
- (2) Any changes in the information shall be notified to the other party as soon as reasonably possible.

## 12. SUB-CONTRACTING AND ASSIGNMENT

- (1) Subject to clause (3) below, neither party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this agreement without the prior written consent of the other party, neither may NCC sub-contract the whole or any part of its obligations under this agreement except with the express prior written consent of the School, such consent not to be unreasonably withheld.
- (2) In the event that NCC enters into any sub-contract in connection with this agreement it shall:
  - i. remains responsible to the School for the performance of its obligations under the agreement notwithstanding the appointment of any sub-contractor and be responsible for the act's omissions and neglects of its sub-contractors;

- ii. impose obligations on its sub-contractor in the same terms as those imposed on it pursuant to this agreement and shall procure that the sub-contractor complies with such terms; and
  - iii. provide a copy, at no charge to the School, of any such sub-contract on receipt of a request for such by the School.
- (3) NCC shall be entitled to novate the agreement to any other body which substantially performs any of the functions that previously had been performed by NCC.

### 13. DISPUTE RESOLUTION

- 13.1 If any dispute arises in connection with the Agreement, NCC's named contact and the School's named contact shall, within 7 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.
- 13.2 If the dispute is not resolved at that meeting, the parties will attempt to settle it by referring the matter to the Group Manager/Business Manager (or equivalent) for each party who will meet in a good faith effort to resolve the matter within 30 days of referral.
- 13.3 If the dispute is not resolved at that meeting, the parties will attempt to settle it by referring the matter to the relevant Service Director/Managing Director (or equivalent) for each party who will meet in a good faith effort to resolve the matter within 30 days of referral.
- 13.4 If the matter is not resolved through negotiation either Party may refer the matter to mediation and the mediator's decision shall be binding on the Parties.

### 14. BRIBERY ACT

The School shall comply with all its statutory obligations including the Bribery Act 2010 and shall indemnify NCC in the event of none compliance.

### 15. SIGNATURES

Duly authorised on behalf of Nottinghamshire County Council

Signature Keith Ford

Name Keith Ford  
Designation Team Manager  
Date

Duly authorised on behalf of Quarrydale School /Trust  
Academy

Signature Joanna Wells

Name JOANNA WELLS  
Designation BUSINESS MANAGER  
Date 9/1/24