

THOMAS MILLS HIGH SCHOOL



POLICY DOCUMENT 55 – APPROVED 22/03/2022

AGREEMENTS AND CONTRACTS

Vision Statement

*We, the staff and governors, aspire
to ensure that all our students,
irrespective of ability
and regardless of anyone's doubts,
achieve their potential in full;
and we aspire in this way to make Thomas Mills High School
the best in the country.*

Thomas Mills High School is an Academy and a company limited by guarantee incorporated in England & Wales under number 7605059

1. This statement of policy describes how legally binding agreements and contracts entered into with another party or parties are to be negotiated, signed and managed.
2. It applies to all agreements and contracts whether described as being entered into by Thomas Mills High School or by the Academy Trust and signed on or after 10th February 2012. Paragraphs 14 to 18 inclusive also apply to agreements still in force which were entered into either before academy conversion or between 1st June 2011 and 9th February 2012.
3. This policy statement of the Academy Trust was first approved by the Members at the Annual General Meeting of 11th October 2012.

NEGOTIATION

4. Negotiations for new agreements and contracts and re-negotiations of existing ones are the responsibility of the Headteacher and will be conducted by those persons she/he nominates as most appropriate for the task.
5. Any new or re-negotiated agreement or contract with a significant financial cost or liability (as advised by the ESFA), will as required by the Finance Policy and Record of Financial Responsibilities, be authorised also by the Finance Committee, who must be satisfied that sufficient funds are available in the budget.

SIGNATURE

6. Agreements and contracts requiring one person to sign, whether on paper or online, on behalf of the School or Academy Trust will normally be signed by the Headteacher, unless the agreement specifies that it may only be signed by the Chair of Trustees.
7. If at any time there is no Headteacher in permanent post, the Acting Headteacher may sign instead after having first sought and received the agreement of the Chair of Trustees.
8. If two signatures are required on behalf of the School or Academy Trust then the Chair of Trustees and the Headteacher (or Acting Headteacher) shall sign.
9. If the Chair of Trustees is unable for whatever reason to sign and it is urgent that an agreement is made the Chair may nominate either the Vice Chair or a Member of the Academy Trust to sign instead.
10. If the Headteacher is unable for whatever reason to sign and it is urgent that an agreement is made he or she may nominate one of the other persons who is an authorised school cheque signatory to sign the agreement or contract instead.
11. Each nomination made under paragraphs 10 and 11 shall only relate to a specific occasion and must not be interpreted as giving any individual other than the Headteacher and Chair of Trustees a general power to sign.

12. Anyone who is unsure as to whether he or she has been officially nominated to sign an agreement or contract has a duty to refuse to sign until the matter has been clarified.
13. The provisions of paragraphs 7 – 13 inclusive do not apply to legally binding contracts entered into for a limited period which refer to a specific event, for example agreements made with tour operators or with transport providers or with venues that are to be visited and which apply in relation to a particular school trip. In the case of such agreements the teacher organising the activity shall approach the Academy Finance Manager to sign it.

MANAGEMENT OF AGREEMENTS AND CONTRACTS ONCE MADE

14. The School's signed copies of all agreements and contracts (other than those mentioned in paragraph 14) shall be held by the Academy Business Manager and kept for the period during which they are current.
15. Members, trustees, the Headteacher, senior managers, the Responsible Officer and the Auditor shall have access to view them during normal school hours.
16. The Academy Business Manager shall prepare and keep up to date a brief digest of all current agreements and contracts held under paragraph 15 specifying:
 - (a) the date entered into;
 - (b) the duration of the document;
 - (c) the name of the signatory on behalf of the School;
 - (d) the other party or parties;
 - (e) the annual cost (if any);
 - (f) a brief description of the purpose and effect of the document.
17. This digest shall be presented to the Academy Trust annually at their main meeting in the Spring Term and shall be posted on the trustees' website. It shall also be made available to senior managers and all other staff to whom it may be of interest.
18. The Academy Business Manager shall also be responsible for alerting all staff who in the normal course of their work may need to know of the effects of any newly signed agreement or contract.

REVIEW

19. This policy shall be reviewed annually by the Academy Trust in accordance with the Handbook of Governance.
20. Any amendments made as a result of such a review shall be brought to the attention of the subsequent Annual General Meeting.