**Sample Form 6 <Insert school name/logo here>**

You may need to reduce the size of the name/logo you place here, click on the corner side of the box and drag in to fit.

Use the align left, centre or right tabs on the tool bars to move your name and logo.

6. External Provider Agreement

*For situations where an organisation is providing a service to your school. This form should be altered to suit the needs of the situation.*

*Please note that signing a liability waiver is not acceptable because doing so is out of step with the principles of the Health and Safety as Work Act 2015. It’s the school board’s responsibility to seek independent legal advice to clarify the legal position of any contract that you may enter with a provider and take responsibility for the decisions made.*

This is an agreement between:

School Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Provider)

It is agreed that the following services will be provided:

1. Coaching/instruction/facilitation between the hours of:
2. Supervision between the hours of:

Other services:

1. Accommodation as specified
2. Facilities as specified
3. Transport as specified
4. Equipment as specified

Starting at \_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and finishing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_

**Payment**

The provider will, on or before [*date...*] provide the school with a GST invoice for

|  |
| --- |
|  |

The school will make payment on this invoice within ­\_\_\_\_\_ working days provided:

*(Write here any relevant preconditions for payment e.g. receipt of student assessment where school is using a provider to manage student assessment for an outdoor programme).*

The School and Provider have discussed and documented (see attached):

* How the two organisations’ SMSs will work together and be applied and when each organisation has the primary responsibility for the students
* The supervision structure for the event (including events on the school site)
* The roles and responsibilities of all staff involved.

School is responsible for providing

1. The intended learning outcomes that are based on the achievement objectives in the relevant learning area/s of the New Zealand Curriculum or Te Marautanga o Aotearoa.
2. Opportunity to be involved in planning, implementation and evaluation stages of event.
3. Name and 24 hour contact number of the liaison person for this event.
4. Adequate staff / supervisors to meet the good practice requirements of the agreed supervision structure.
5. Details of facilities / equipment supplied by the school (if applicable).
6. Health and behavioural profiles of the students who will be involved in the activity
7. Health profiles of staff accompanying the students
8. Statement indicating the expected behaviour of students (School code)
9. Adequately prepared and equipped students (gear checked)
10. Appropriate support for students with special needs
11. Accommodation for provider personnel (where appropriate)
12. Food for provider personnel (where appropriate)

Provider Responsibilities

1. Indicate how the expected learning outcomes the school has identified will be met
2. Provide a learning environment that is safe for the students and meets the stated educational outcomes
3. Provide a summary of the agreed supervision structure for the event (including responsibilities for lunchtimes and nights)
4. Indicate the student supervision requirements that the school must comply with
5. Provide registration details if they are providing Adventure activities (as defined by the Health and Safety at Work (Adventure Activities) Regulations, 2016)

OR

1. An overview of their safety management systems if they are not providing Adventure activities (this may include safety management plans, staff qualifications, training and currency, health and safety performance records)
2. All staff that will be (or could be, in the case of an emergency for example) alone with children have been safety checked according to the requirements for core workers[[1]](#endnote-1) as per the Vulnerable Children (Requirements for Safety Checks of Children’s Workers) Regulations, 2015. All other staff have been safety checked as per the requirements for non core workers
3. Provide a copy of their Child Protection policy
4. All staff have been successfully police vetted where required under the Education Act, 1989.
5. Provide details of the equipment and/or clothing to be provided by the school/the students
6. Provide details of the facilities they are providing
7. Provide a detailed written quote for the personnel, equipment and services being provided
8. Provide details about the preparation required by students to participate safely in the event
9. Provide details for wet weather arrangements or other alternative arrangements
10. Ensure any transportation of students and staff they are providing complies with current legislation
11. Ensure that all personal protective equipment is fit for purpose and used as required
12. Ensure that any change to the personnel after confirmation of this agreement is made with good reason and that the replacements are of equal professional capability
13. A record of all incidents is kept and communicated with the school
14. Ensure any notifiable event is communicated immediately to the school contact person and to the relevant agencies, including WorkSafe New Zealand and the Police
15. Provide the names of referees on request.

**Declaration**

⃞ We declare that we have read and understood this ‘Contract for Service’

⃞ We declare that we will meet all our responsibilities as specified in this agreement

⃞ We are registered on the Register of adventure activity operators. The registration expires on \_\_\_\_\_\_\_\_\_\_

(⃞ Not Applicable for this event)

⃞ We declare all of our staff have been successfully police vetted

⃞ We agree there is no place for alcohol or non-prescribed drugs on any school event.

⃞ We agree that should the staff of the school feel the need to intervene that this will be respected.

⃞ We declare that the role allocated to us in this agreement is within our experience and expertise

⃞ We agree to take all reasonable practicable steps to ensure the health and safety of the students and staff participating in the event (Health and Safety at Work Act, 2015 including any subsequent amendments and regulations such as the Adventure Activities Regulations, 2016)

⃞ We declare we have met the safety check requirements of ‘specified organisations’ under the Vulnerable Children Act, 2014 and have a Child Protection Policy

⃞ We agree that we will supervise the students as per the supervision structure agreed to with the school.

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (by provider) Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on \_\_\_\_\_\_\_

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (by school) Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on \_\_\_\_\_\_\_

*The school or provider reserves the right to withdraw any or all participants from the event when safety is compromised.*

1. Under Vulnerable Children Act, 2014, Core worker means a children’s worker whose work in, or providing a regulated service requires or allows that, when the person is present with a child or children in the course of that work, the person is either:

   the only person present; or

   the children’s worker who has primary responsibility for, or authority over the child or children present. [↑](#endnote-ref-1)