



Commissioning Standard Terms & Conditions

2025-2026

COMMISSIONING TERMS AND CONDITIONS

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Annual Review: September 1st

Reviewed Date: January 2025

Melissa McBride - CEO

SUMMARY

Welcome to Sophia High School's commissioned placement services. We are delighted your Local Authority has chosen to commission student places with us for alternative provision students. To ensure delivery of high-quality education to your students and our community, we have established this set of terms and conditions ("Terms") which, together with Sophia High School's policies ("Policies"), and the standards of the DfE Online Education Accreditation Scheme, constitute the agreement ("Agreement") governing commissioned student placements and attendance at Sophia High School.

Sophia High School will provide copies of all relevant Policies before you accept these Terms. If Terms and Policies conflict, Sophia High School Policies prevail. Please read carefully before accepting places to confirm you and your students are satisfied. You can accept places by electronically signing the Agreement we will provide to you for each commissioned place.

This is a summary of the key points in the Terms. It does not replace them, so you will still need to read them carefully:

Services: Sophia High School will exercise reasonable care and skill delivering online education and alternative provision materials to commissioned students ("Services"). We cannot guarantee exam results or qualifications. You and students must research fitting qualifications and courses in line with student objectives.

Commissioning Authority's Duties: You must ensure students/parents are apprised of and adhere to Sophia High School's policies and online safety guidelines. You must provide Individual Placement Agreements for each commissioned student within 14 days of placement commencement. Sophia High School cannot guarantee desired examination results or that taking certain courses will always enable the student to continue to a specific course or qualification. You and the student must research which courses and qualifications are best suited to their future aims. If the student wishes to take examinations, you must register them within your examination centre or a private examination centre and pay any fee to them directly.

Rolling Contract: Unless specifically agreed as a Fixed Term Contract in writing, all commissioned placements operate under rolling contracts requiring one full term's written notice for termination. The commissioning of places operates on a 38-week academic year basis reflecting standard UK education provision, not fixed-term duration.

Notice Period: One full term's written notice is required for termination of commissioned places, given before the first day of term and expiring at the end of that term. Fees in lieu of notice equivalent to one full term will be charged where insufficient notice is provided.

INTRODUCTION

This Agreement is legally binding on both Sophia High School, a subsidiary of Sophia Technologies Ltd, a company registered in England and Wales with company number 11541298 whose registered office is at Office 315, The Engine Room, Battersea Power Station, London, SW11 8DZ, United Kingdom ("Sophia High School") and the Local Authority/commissioning body designated in the contract ("you") acting as the commissioner for students who will take up places at Sophia High School ("commissioned students"). Individual students named on placement referral forms are referred to as ("the pupil"). Notices must be in writing including email.

You affirm any information provided to Sophia High School is accurate to the best of your knowledge.

Key Definitions:

- "Agreement" signifies these Terms and the Policies
 - "Services" denotes Sophia High School's online provision, courses, materials, and lessons
 - "Website" indicates Sophia High School's website at <https://www.sophiahigh.school/>
 - "Individual Placement Agreement" means the specific terms, duration, and objectives for each individual student placement as provided by the commissioning authority
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THE AGREEMENT AND DEFINITIONS

1.1 We agree to provide commissioned students with full time online alternative provision programme, following the Pearson Edexcel and AQA GCSE examination syllabus, and you agree to commission the programme on the terms and conditions set out below.

1.2 "Programme" means the course for which the student is enrolled including all related learning materials, live online classes, and support services.

1.3 The "Period" of the Programme operates on a rolling basis per academic term unless specifically contracted as a Fixed Term arrangement in writing. The academic year reflects 38 weeks of educational provision in line with standard UK education frameworks.

DESCRIPTION OF SERVICES

Sophia High School will exercise reasonable care and skill furnishing online educational Services to commissioned students via our digital education platform. This encompasses curriculum courses, live online lessons, materials, and content and includes student tracking, assessment and school reports.

Services will be satisfactory quality and suitable for academic education at KS3 and KS4 as required by our commissioning partners. Sophia High School has been quality assured by Ofsted and is a DfE Accredited Online School and member of the Independent Schools Association (ISA).

Sophia High School cannot guarantee exam results or qualifications. You must investigate appropriate courses and register commissioned students for exams, discharging any associated fees.

COMMISSIONING AUTHORITY RESPONSIBILITIES

You agree to support commissioned students by:

- **Individual Placement Agreements:** Providing comprehensive Individual Placement Agreements for each commissioned student within 14 days of placement commencement, detailing specific objectives, duration expectations, and support requirements
- **Student Data Transfer:** Sharing Academic Reports, Assessment and Progress Data, EHCPs, Learning Support Plans, and safeguarding records as needed to activate commissioned student accounts
- **Family Liaison:** Notifying parents/guardians that student places have been commissioned and supporting initial discovery sessions and benchmark assessments
- **Attendance Monitoring:** Supporting 95% attendance requirements in line with DfE mandates and ensuring compliance with our 'cameras-on' policy for safeguarding purposes

- **Progress Reviews:** Obtaining logins to monitor commissioned student progress and participating in regular review meetings with Sophia High School staff
 - **Examination Arrangements:** Enrolling commissioned students for examinations and paying related examination fees
 - **Policy Compliance:** Supporting Sophia High School online learning expectations and behaviour policies
 - **Agreement Adherence:** Abiding by this Agreement and ensuring commissioned students and families do likewise
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ROLLING CONTRACT TERMS

Contract Basis: Unless specifically agreed in writing as a Fixed Term Contract and governed by an IPA, all commissioned placements operate under rolling contracts requiring proper notice for termination.

Academic Year Provision: The 38-week academic year structure reflects standard educational provision length, not fixed-term contract duration. This aligns with statutory education requirements and enables proper curriculum delivery and assessment cycles.

Term Structure: Instruction is organised in half-terms per our Academic Term Dates available on our Website for each 12-month period starting on 1 September and ending on 31 August.

Automatic Renewal: The Agreement continues on a rolling basis until cancelled in accordance with proper notice requirements outlined below.

NOTICE REQUIREMENTS AND TERMINATION

Standard Notice Period: One full term's written notice must be provided before the first day of term, expiring at the end of that term.

Notice Definition: Written notice given before the first day of term and received by the School Admissions Team on behalf of the Director of Education.

Fees in Lieu of Notice: Where insufficient notice is provided, fees equivalent to one full term at the applicable rate will be charged to promote financial stability and enable appropriate staffing and resource planning.

Emergency Placements: For urgent placements requiring immediate withdrawal due to reintegration or safeguarding concerns, the commissioning authority may request student swaps within existing capacity, subject to completion of appropriate assessment and transition processes.

Termination by Sophia High School: The School may terminate commissioned placements on one term's notice in writing or immediately where families cannot support school policies or where educational provision cannot be safely delivered.

FEES AND PAYMENT

Fee Structure: Fees are charged per commissioned place on a termly basis, payable in advance of each term commencement.

38-Week Academic Year: Fee calculations reflect 38 weeks of educational provision in line with standard UK academic year structure, not fixed-term contract limitations.

Payment Terms: Fees are due no later than the first day of term commencement. Payment is required by BACS Direct Payment or Card using Stripe.

Fee Increases: Sophia High School reserves the right to increase fees during the academic year due to cost escalations reasonably outside its control. 30 days' advance written notice will be provided stating reasons for any increase.

Non-Payment: After 7 days of non-payment, students may be excluded from accessing services until payment is made. After 14 days, the Agreement may be terminated with written notice.

SAFEGUARDING AND POLICIES

Policy Compliance: Commissioned students and families must comply with all Sophia High School policies including Safeguarding Policy, Acceptable Use Policy, Digital Safety Policy, and Academic Integrity Policy.

Individual Placement Agreements: Where Individual Placement Agreements are not provided by the commissioning authority within 14 days of placement, default terms under this Agreement and School policies will apply.

Content Moderation: All student content will be moderated, and inappropriate content immediately removed. Families unable to support school policies may result in placement termination.

AUTHORITY OF THE DIRECTOR OF EDUCATION

You authorise the Director of Education of Sophia High School, or their nominated deputy, to take such action as may reasonably be considered in the best interests of the pupil on a day-to-day basis, particularly where Individual Placement Agreements have not been provided by the commissioning authority.

WARRANTIES AND LIMITATION OF LIABILITY

Service Warranties: We warrant that our learning materials will be of good quality and that we will provide commissioned students with all services with reasonable skill and care.

Liability Limitations: Our liability for direct losses shall be limited to the total amount paid for commissioned places. We shall not be liable for unforeseeable losses or losses not caused by breach on our part.

Force Majeure: Neither party will be liable for circumstances beyond reasonable control, including internet service interruptions or widespread teacher unavailability.

DATA PROTECTION

Sophia High School will process commissioned student personal data under the Data Protection Act 2018 and relevant legislation. All data is processed in the UK. Full details are set out in our Privacy Policy available on the school website.

GOVERNING LAW

This Agreement is governed by pertinent United Kingdom law and United Kingdom courts have exclusive jurisdiction.

COMPLAINTS

Please contact us at admissions@sophiahigh.school to discuss any concerns. Our complaints policy is available on the school website.

EXECUTION

This Agreement shall be valid upon signature by authorised representatives of both parties and applies to commissioned student places contracted herein.

Ownership & Consultation

- **Document sponsors:** CEO / Director of Education
- **Document authors:** Melissa McBride – CEO, Dan Turner - Co-Founder

Version Control

- **Implementation date:** January 2025
- **Next Review:** September 2025

Sophia High School Limited is a private limited company.

Registered in England, Company Number: 17265193

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