

SEND Transport - Personal Transport Budgets Direct Payment Agreement Academic Year 2020/21



Definitions used in this Agreement

The Council: Leicester City Council

Direct Payment: The payment provided as part of the PTB scheme and in accordance with this Agreement.

PTB: The Personal Transport Budget guidance and information available online at families.leicester.gov.uk/personaltransportbudget

School: Any school, college or other educational setting

Service User: The person who has been assessed as being eligible for Transport Assistance

You/ Your: The person applying for the Personal Transport Budget whether on their own behalf or on behalf of the named Service User. You and your include references to “I” as the applicant on behalf of the Service User.

1 Introduction

- 1.1 The Council has assessed the Service User as being eligible for transport assistance in accordance with the council’s SEN Transport Home to School Policy.
- 1.2 Your request to receive a Personal Transport Budget (PTB) has been considered. The amount that you have been assessed to receive will be paid to you as a Direct Payment.
- 1.3 You are advised to read the PTB guidance and information in conjunction with this agreement – available at families.leicester.gov.uk/personaltransportbudget
- 1.4 By entering into this Agreement you are agreeing to the terms and conditions detailed in this Agreement including the PTB guidance and information. These terms may be updated from time to time in line with legislation and changes to Council policy. The Council will inform you of any such changes, as soon as possible.
- 1.5 The PTB must only be used for the purpose of supporting the Service User’s School attendance and their ability to access learning opportunities in accordance with the PTB.

2 The Council’s Rights and Obligations

- 2.1 The Council will make direct payments (usually on or around the start of each calendar month) of the amounts advised to You following approval of Your application.
- 2.2 In consultation with the School, the Council will periodically review the Service User’s School attendance, late arrival information and ability to access learning opportunities.
- 2.3 The Council reserves the right to refuse, review, adjust, suspend or terminate the PTB payment if:

- a) You fail to adhere to the terms of this agreement or the PTB guidance.
 - b) The Service User changes address or School, or the School's location changes.
 - c) The Service User moves out of the Council's administrative area.
 - d) It has been assessed that the Service User is no longer eligible for PTB.
 - e) The Service User's attendance falls below 90%.
 - f) The Service User accesses other forms of council provided transport to or from School.
 - g) Significant concerns are raised by the School relating to the arrangements affecting the Service User's wellbeing.
 - h) There is a more cost effective or suitable way for the service user to be transported to school.
- 2.4 The Council will notify you of any adjustment, suspension or termination of payments in writing and as soon as possible.
- 2.5 For the avoidance of doubt, the Council accepts no responsibility or liability in respect of any tax, national insurance contributions or any other liability that may arise from time to time in connection with any services arranged by you that may be deemed to be payable to Her Majesty's Revenue & Customs (HMRC) or any other authority.

3 Your Rights and Obligations

- 3.1 You agree:
- a) To accept the full responsibility for the Service User's attendance at the School and their ability to access learning opportunities in accordance with the PTB.
 - b) To inform the Council immediately where there is any change in the Service User's circumstances that may impact their eligibility for PTB or the approved Direct Payment.
 - c) To spend the Direct Payment, or allow the Direct Payment to be spent, only in a way that supports the Service User's attendance and ability to access learning opportunities in accordance with the PTB in accordance with this Agreement.
 - d) You agree to the Council accessing the Service User's School attendance, late arrival information and attendance of other learning opportunities.
- 3.1 The Council's preference will be to make payments of the PTB award amount into your designated bank account, however the Council may consider other payment methods in exceptional circumstances.
- 3.2 For the avoidance of doubt, the designated account may be with a bank or building society, or it may be held with direct support services provided through a Council authorised services provider that has been agreed by you to hold the account in relation to the PTB award amount.
- 3.3 You are responsible for how the PTB award amounts are used and for returning to the Council immediately, any payments (or such proportion of those payments) received from the council, which are not used in accordance with this Agreement and the PTB guidance.
- 3.4 You will co-operate fully with the Council in order to repay any sums overpaid by the Council to you for PTB.

- 3.5 You are responsible for:
- a) Complying with any legal requirements and/or contractual responsibilities that may arise as a result of the way in which the PTB is used on behalf of the Service User.
 - b) Complying with any legal requirements that may arise as a result of employing a person or engaging an organisation to provide any support.
- 3.6 You agree that the Council are not responsible for the employment status of any staff employed by you, and for which PTB payments are used. You will ensure any arrangements comply with the relevant HMRC rules in force from time to time.
- 3.7 You agree that the Council are not responsible for any liability arising out of or in connection with any services arranged by you or on your behalf including, but not limited to, any costs relating to the employment of a person to provide the services including any tax, national insurance contributions or any other cost which may be due to HMRC or any other authority from time to time.
- 3.8 You agree that the Council are not responsible for safeguarding your child and you will ensure any persons employed by you in accordance with this Agreement have the necessary checks in place including relevant criminal record disclosure and are suitable to transport your child.

4 Notice Period to leave the Agreement

- 4.1 You may terminate this Agreement by giving the Council at least 28 days' notice in writing provided that the earliest date that this Agreement can be terminated is the 31st October in any academic year.
- 4.2 The Council may terminate this Agreement by providing you with at least 28 days' notice.