

Personal Transport Budget - SEN Transport Direct Payments Agreement Academic Year 2018/19

ENVIRONMENT & TRANSPORT DEPARTMENT - TRANSPORT OPERATIONS SERVICE

Definitions used in this Agreement

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| Applicant: | The person making the application and who is referred to in this Agreement as “you” or “your”. |
| the Council | Leicestershire County Council |
| Nominated Person: | A person whom the Applicant has nominated to act on their behalf and who has capacity to act. |
| School: | Any school, college or other educational setting |
| Service User | The person who has been assessed as being eligible for Transport Assistance |
| Short-break: | Overnight stays at alternative care services. Also referred to as Respite and Shared Lives |
| You: | The person applying for the Personal Transport Budget whether on their own behalf or on behalf of the named Service User |

Introduction

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.
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.
3. You are advised to read the PTB guidance and information and the Direct Payment Card Terms and Conditions in conjunction with this agreement, these are available to view on the following webpage: www.leicestershire.gov.uk/applyPTB
4. By entering into this Agreement you are agreeing to the terms and conditions detailed in this agreement, the PTB guidance and information and the Direct Payment Card Terms and Conditions. The terms and conditions may be amended

from time to time in line with legislation and changes to Council policy but the Council will let you know about any such changes as soon as possible.

5. The PTB must be used for the purpose of supporting the Service User's school attendance and their ability to access learning opportunities approved by the Council.

The Council's Rights and Obligations

6. The Council will make Direct Payments (usually on or around the start of each calendar month) of the amounts specified in accordance with the terms of this Agreement, and the PTB guidance.
7. 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.
8. The Council reserves the right to review, adjust, suspend or terminate the PTB payment if:
 - a) you fail to adhere to the terms of this agreement or the PTB guidance , or
 - b) the Service User changes address or School, or the School's location changes, or
 - c) the Service User moves out of the Council's administrative area, or
 - d) it has been assessed that the Service User is no longer eligible for assisted transport, or
 - e) the Service User's attendance falls below 90%, or
 - f) the Service User accesses short – breaks and transport is supplied by the Council to and/or from School, or
 - g) significant concerns are raised by the School relating to the arrangements affecting the Service User's wellbeing, or
 - h) it is not cost effective for the Council to continue providing the payments, or
 - i) for financial, budgetary or any other reason the Council deems it necessary to review the payment offer detailed within this agreement.
9. The Council will notify you of any adjustment, suspension or termination of payments in writing and as soon as possible.
10. The Council will not consider putting in place alternative transport arrangements until any amounts overpaid by the Council are repaid by you.
11. The Council will notify you of any changes to the terms in this agreement or in the PTB guidance.

12. 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.

Your Rights and Obligations

13. You agree:-
 - a. To accept the full responsibility for the Service User's attendance at the School and their ability to access learning opportunities approved by the Council.
 - b. To inform the Council immediately where there is any change in the Service User's circumstances that may impact their eligibility for assisted transport and / or the PTB award amount.
 - 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 approved by the Council in accordance with this Agreement and the PTB guidance.
14. The Council's preference will be to make payments of the PTB award amount into your designated bank account, however the Council may consider making payments onto a Payments Card (P-Card) in exceptional circumstances.
15. For the avoidance of doubt, the designated account may be with a bank or building society, or it may be with an organisation that has agreed with you to hold the account in relation to the PTB award amount.
16. 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.
17. You will co-operate fully with the Council in order to repay any sums overpaid by the Council to you for PTB.
18. 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 and/or contractual responsibilities identified within the SEN Transport Direct Payments Guidance.
 - c) Complying with any legal requirements that may arise as a result of employing a person or engaging an organisation to provide any support.

- d) Ensuring that the employment status of any staff employed by you, and for which PTB payments are utilised, have been checked and such arrangements comply with the relevant HMRC rules in force from time to time.
- e) 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.

Notice Period to leave the Agreement

- 19. You may terminate this Agreement by giving the Council at least one calendar month's notice in writing **provided that the earliest date** that this Agreement can be terminated is the 31st October in any academic year.
- 20. The Council may terminate this Agreement by providing you with at least one calendar month's notice.