

Personal Transport Budget - SEN Transport

Direct Payments Agreement

ENVIRONMENT & TRANSPORT DEPARTMENT - TRANSPORT OPERATIONS SERVICE

Definitions used in this Agreement

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. This Agreement will be applicable to all Personal Transport Budgets commencing after 1st August 2021 and will remain in effect until either such time that the PTB arrangement is terminated in accordance with the terms set out below, or if this Agreement is superseded. In the case that this Agreement is superseded, You will be notified and the new Agreement will be made available and will come into effect without the need for You to reapply or provide confirmation of acceptance. Your Agreement begins on the date notified to you in your PTB Award Notification.

2. 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.
3. 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.
4. You are advised to read the PTB guidance and information in conjunction with this agreement, these are available to view on the following webpage:
www.leicestershire.gov.uk/PTB
5. By entering into this Agreement you are agreeing to the terms and conditions detailed in this agreement and the PTB guidance and information. 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.
6. 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. For the avoidance of doubt "Attendance" means physical attendance at a school site, it does not include virtual/online learning undertaken away from the school site.

The Council's Rights and Obligations

7. 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.
8. 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.
9. The Council will review your individual PTBs on an annual basis to confirm if it will continue to be offered to You. The Council also reserves the right to review, adjust, suspend or terminate the PTB payment at any time 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.
- 10. The Council will notify you of any adjustment, suspension or termination of payments in writing and as soon as possible.
 - 11. The Council will not consider putting in place alternative transport arrangements until any amounts overpaid by the Council are repaid by you.
 - 12. The Council will notify you of any changes to the terms in this agreement or in the PTB guidance.
 - 13. 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

- 14. 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.
- 15. The Council's preference will be to make payments of the PTB award amount into one designated bank account only. The Council also reserves the right to make payments onto a Payments Card (P-Card) as it deems appropriate.
- 16. The Council will not make payments to one family on behalf of multiple families i.e. each PTB will be given to the family of each eligible child. The Council will not make payments to third parties.
- 17. 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.

18. 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.
19. You will co-operate fully with the Council in order to repay any sums overpaid by the Council to you for PTB.
20. You are responsible for:
 - d. 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.
 - e. Complying with any legal requirements and/or contractual responsibilities identified within the SEN Transport Direct Payments Guidance.
 - f. Complying with any legal requirements that may arise as a result of employing a person or engaging an organisation to provide any support.
 - g. 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.
 - h. 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

21. You may terminate this Agreement by giving the Council at least one calendar month's notice in writing.
22. Clause 21 will apply in all cases with the exception that when an individual PTB is awarded to start at the beginning of a new academic year then the earliest date that this agreement can be terminated is 31st October, regardless of when the written termination notice is received.
23. The Council may terminate this Agreement by providing you with at least one calendar month's notice in writing.