

Programme Delivery 2024/25

Programme Guidance and Terms and Conditions for Schools



Programme Guidance - Lead Inclusion Schools

What will Schools receive from being involved?

Resources	E-Learning Packages	National Training	Regional Training	Local Training	Funding	Other
X	X	X			X	

Challenges addressed through Lead Inclusion Schools

1 in 3 disabled children take part in less than 30 minutes of sport and physical activity per day during term-time (30% vs 21% of non-disabled children) 90% of parents of disabled children say their child's level of physical activity is important to them. Yet, less than half of parents with disabled children feel they have enough support to help their child to be active. Source: Activity Alliance - My Active Future: Including every child (March 2020)

Outcomes and impact

For the School/Deliverer

Impact to Date Through the Inclusion 2024 programme PE and school sport experiences have rapidly improved for disabled children. Young people have been taking part in more inclusive and accessible PE lessons, school swimming, para sports as part of fun festivals, and learning key life and leadership skills. The programme has brought about change by building support systems, working with a range a stakeholders and empowering an expert network of schools which have a wealth of insights and experiences in making PE and sport inclusive to help other schools around the country. For young disabled people, the Chief Medical Officers' recommendation is for a minimum of 20 minutes of physical activity every day. Over the last two years, the programme has helped to increase the number of disabled children achieving 20 minutes of high-quality PE and sport a day in schools and ensuring that those active minutes are tailored to them. To date, Inclusion 2024 has seen: Over a third (38.5%) of schools report an increase in the proportion of children with SEND achieving 60 active minutes (more than the recommend 20 minutes a day for young people with a disability by the Chief Medical Officer) since having contact with Inclusion 2024. Two-thirds (67%) are achieving 30 minutes of activity a day 1,417 young people (38% with SEND) trained on a youth leadership pathway giving them

For the Young People

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skills to lead inclusive sport and activity sessions 14,616 young people (82% with SEND) given the opportunity to try para sports like basketball and curling as well as experience a Paralympic or Commonwealth Games inspired festival 6,411 young people with SEND started on their learn to swim journey and equipped them with key water safety advice. 49,816 young people in total have received lifesaving skills 28,205 employees in the school workforce supported with continuing professional development to ensure sport and Physical Education is inclusive for every child (since 2022). 5,821 schools have received inclusive PE training. Read the full year two evaluation [here](#) and the year one evaluation [here](#). The Inclusion 2024 consortium consists of Activity Alliance, the British Paralympic Association, NASEN (National Association for Special Educational Needs), Youth Sport Trust and Swim England. Young people and parents also sit on the group.

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What are the expectations for delivery by successful schools?

Please see [school prospectus](#).

What support will successful schools receive from Youth Sport Trust

Please see [school prospectus](#).

Evaluation and Monitoring

All schools taking part in a YST programme are required to complete a programme reporting survey to provide us with information on: the number of people taking part in the programme at your school, including an overall breakdown of young people’s gender, ethnicity, eligibility for free school meals, and special educational needs and disabilities (SEND); any benefits of taking part in the programme; your views of the programme.

This information will be captured through an online survey which will be sent to you at the end of the academic year. There may also be a requirement to provide a maximum of two interim updates throughout the academic year as part of this programme reporting survey.

This programme will also be part of a wider research project that will help us to develop a greater understanding of how the programme is working and the benefits of taking part. This research may include, but is not limited to, surveys, observations, interactive activities, discussion groups or interviews with yourself, the young people taking part, and other stakeholders involved in the programme.

This information is important for us to understand how our programmes are being delivered and to demonstrate the reach and benefits of our work. It is crucial in supporting us to secure future funding to continue our work.

Supporting us with these research, monitoring and evaluation requirements is part of your commitment to the programme and your agreement with the YST.

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Contact Details

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Terms and Conditions for Schools

GENERAL

1. These terms and conditions apply to the delivery of any programme ("**the Programme**") by a school ("**the School**") on behalf of Youth Sport Trust ("**YST**").
2. The School is deemed to have accepted these terms and conditions upon submission of an application or expression of interest to deliver the Programme.
3. Programmes may be subject to funding confirmation and therefore, there is no guarantee that the Programme will proceed.
4. The School will receive written confirmation from YST that they have been selected and approved to deliver the Programme. Selection decisions made by YST are final.

DELIVERY

5. Following confirmation of selection, the School shall comply with the expectations as set out in the Programme Guidance Document ("**PGD**"), including taking part in any research or evaluation of the Programme.
6. Where YST membership is a requirement for the School in relation to the delivery of the Programme, the School shall ensure that the membership fee is paid before any delivery commences.

FUNDING

7. Where applicable to the Programme, payment of funding will be subject to the achievement of key milestones and deliverables, as set out in the PGD.
8. At the end of the delivery, YST reserves the right to reclaim a percentage of any payments made, in proportion to any key milestones and deliverables not achieved by the School.
9. YST reserves the right to complete an onsite audit of the School, if the School:
 - a. is in (indirect) receipt of public funds through any of the monies paid to the School by YST; or
 - b. is in receipt of a total income from YST of more than £20,000 within a 12-month period; or
 - c. fails to submit reporting in compliance with the requirements of the Programme, as set out in the PGD.

SAFEGUARDING, EQUALITY, DIVERSITY AND INCLUSION

10. The School agrees to abide by the standards and principles of safeguarding good practice and the YST's Safeguarding Policy, details of which and associated guidance can be found here: www.youthsporttrust.org/safeguarding

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11. The School agrees to deliver the Programme in a fair, equitable and inclusive manner, with dignity and respect, and comply with the YST's Equality & Diversity and Trans & Non-Binary Inclusion policies, which can be found here: www.youthsporttrust.org/equality-and-diversity.

INTELLECTUAL PROPERTY RIGHTS

"Intellectual Property" means mean all intellectual property rights, including (without limitation) patents, trade marks, service marks, trade or business names, goodwill, confidential information, database rights, rights in designs, copyrights, moral rights, and all inventions, know-how, and all similar and analogous rights, in each case whether registered or unregistered. 12. All and any use or application of the brand, association and goodwill comprised in the words "Youth Sport Trust" and any YST owned trademarks and logos by the School shall be strictly in accordance with the YST's brand guidelines, a copy of which is available on request.

13. All Intellectual Property Rights in the content of the Programme and any related resources and materials are owned by YST (or licenced for use by YST) and, in delivering the Programme, the School will not obtain any rights whatsoever in such content, resources and materials.
14. The School shall not reproduce, use or distribute (including electronically) any Programme-related Intellectual Property, including but not limited to Programme content, resources and materials, other than for the sole purpose of delivery of the Programme.

DATA PROTECTION

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018; the UK GDPR (as defined in the Data Protection Act 2018); the Privacy and Electronic Communications Directive 2002/58/EC (as it has effect in the United Kingdom from time to time) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

15. Neither party shall provide any personal data to the other party in connection with the Programme delivery, and, to the extent that the School processes personal data in connection with this Agreement, it acknowledges that it does so as an independent controller and shall comply with Data Protection Legislation.
16. During the course of the Programme delivery the YST may process personal data relating to School personnel. the School shall ensure that it makes such Personnel aware of the YST's privacy policy, which is available at: www.youthsporttrust.org/privacy-policy.

INSURANCE AND LIABILITY

"Insurance Policies" means, as a minimum, employer's liability, public liability, and professional indemnity insurance cover.

17. The School shall ensure that Insurance Policies are taken out with reputable insurers against all relevant risks, on terms and for amounts consistent with normal business prudence.
18. Subject to clauses 19 and 20 below, YST's entire liability to the School arising out of or in connection with these terms and conditions, regardless of the cause of action or legal liability, shall not exceed 100% of the Programme-related funding paid by YST to the School.
19. In no event shall YST be liable to the School for: loss of profits; loss of business; depletion of goodwill or similar losses; loss of anticipated savings; loss of goods; loss of use; loss or corruption

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of data or information; any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

20. Nothing in this Agreement shall limit or exclude the liability of YST or the School for: death or personal injury resulting from negligence; fraud; or fraudulent misrepresentation.

FORCE MAJEURE

20. YST or the School will not be liable for any failure or delay in the delivery of the Programme, which is caused by circumstances beyond its reasonable control.
21. Where such circumstances occur, Programme delivery obligations will be suspended for so long as such circumstances continue, or the Programme may be cancelled, in which case the School will be notified by YST.

DISPUTES

22. If any dispute shall arise out of or in connection with these terms and conditions, YST and the School agree to discuss such in good faith.