

Terms and Conditions

Updated: October 27th 2022

These terms and conditions relate to the purchase of services and/or goods from Headway.

For the purposes of these Terms and Conditions:

- **Company:** referred to as either "Headway" "the Company", "we", "us "our" in these terms refers to Headway Mental Health, Wellbeing & Education Services Ltd – Vulcan House, Foundry Street, Brighouse, HD6 1LT
- **You/Service User:** means the individual accessing or using the service or website, or a company, or any legal entity on behalf of which such individual is accessing or using our services or website, as applicable.
- **Contract:** the legally-binding agreement between you and us for the supply of Services.
- **Services:** the services, including any goods, of the number and description as set out in the order.
- **Sessions:** referred to as the singular or plural or "Appointment" in these Terms and Conditions refers to work undertaken with one or more service users as agreed in the contract.

By accessing and using this service, you accept and agree to be bound by the terms and provision of this agreement. In addition, when using these particular services, you shall be subject to any posted guidelines or rules applicable to such services. Any participation in this service will constitute acceptance of this agreement.

1. Missed sessions:

- 1.1 Sessions should be undertaken on the agreed date(s) and time(s) between Headway and child/young person (or an appropriate adult acting on their behalf).
- 1.2 Sessions missed without any prior notification will incur a standard charge for the service provided.
- 1.3 Punctuality is expected from all service users. Where the service user is late to a session on an agreed date and time the remaining time will still be allocated to the service user. The full charge of the service will be incurred.

2. Rearrangement/cancellation of sessions:

- 2.1 All sessions cancelled or having a request for re-arrangement, regardless of reason (and including Covid positive cases) **without 48 hours notice during term time** will incur a standard charge for the service provided. Where ample notification is provided, we will:
 - Rearrange the session appointment to a mutually convenient date/time the same or following week. This is dependent upon the availability of Headway.
 - Rearrange the session appointment to a mutually agreed date/time in the future.

- Where the above is not possible or is preferred by the service user/parent, the session will be cancelled at no cost to the service user/parent.
- 2.2 During periods of school holiday, all sessions cancelled **without 4 days notice** will incur a standard charge for the service provided. As Headway supports a diverse range of young people both locally and further afield and therefore likely that school holiday times differ from a 'national norm', it is the parent/carer's responsibility to be aware of their child's school holiday pattern.
- 2.3 In the rare event of a session/appointment being cancelled by Headway, we will:
- Rearrange the session appointment to a mutually convenient date/time the same or following week. This is dependent upon availability of Headway.
 - Rearrange the session appointment to a mutually agreed date/time in the future.
 - Adhere to the wishes of the service user should it be wished to cancel a session/appointment where preferable with a refund made within 7 working days where payments have been made up-front. Alternatively, funds can be 'rolled over' to cover the cost of the next subsequent session if preferred.

3. **Payments:**

- 3.1 Payments will be accepted via:
- cash
 - bank transfer
 - Online booking app (where applicable/for group workshops or sessions)
- 3.2 Payment for appointments is expected at least by the end of the date of the appointment. Invoices will be issued to parents/carers via email at the beginning of each month.
- 3.3 Payments for group workshops or sessions must be made online via our booking app prior to the date of the workshop or session. Where invoices are issued for workshops, payment must be made no later than the first day of the group workshop or session.
- 3.4 We reserve the right to withhold or cancel future sessions/appointments in the event of payments not being received in time.
- 3.5 Payment of invoices for schools or other establishments using our one-off, short-term or education services is expected within 30 days of the date issued via invoicing, unless agreed otherwise during the procurement process.
- 3.6 Where longer term contracting is agreed, payment structure will be agreed in the procurement process.

4. **Pricing Structure:**

- 4.1 We reserve the right to amend changes to our pricing structure.
- 4.2 Pricing for private services are as follows:
- 1:1 mentoring services: £30 per person per session (session consists of 50 minutes)
 - 1:1 mentoring services: £25 per person per session (session consists of 40 minutes)
 - Group sessions/workshops: £6-15 per person per session
 - Summer enrichment services: £15 per person per day (day consists of 3 hours)
 - School holiday enrichment services: £15 per person per session (session consists of 3 hours)
 - School holiday sessions/workshops: £6-15 per person
 - Parent sessions: £6 per person per session (session length varies)

- Parent consultancy: £25 per session (session consists of up to 1 hour)
 - Irlen screening rate: £80 per full assessment and £40 for a basic assessment
- 4.3 Pricing for services available for schools and other settings:
- Day rate: £225 (a typical school day or up to 6 hours)
 - Half day rate: £120 (day consists of 3.5/4 hours)
 - After school club rate: £40 per session (session consists of 1 hour)
 - Irlen screening rate: from £80 per assessment
 - Irlen 5x screening rate: £350

Where bespoke packages are agreed which may result in different time parameters to those listed above, prices will be reduced/increased accordingly. We aim to offer a service at competitive rates. Prices vary for bespoke packages depending upon the nature of service required.

5. **Communication:**

- 5.1 We can be contacted at Headway via:
- Email: hello@tomakeprogress.co.uk
 - Telephone: 01484 212101 or 07305893775
 - Social media platforms: Facebook @HeadwayBrighthouse, Twitter @HeadwayES, or LinkedIn
 - Website: www.tomakeprogress.co.uk
- 5.2 Communication is accepted for queries regarding our services via any of the above means.
- 5.3 The booking/amending/rearranging or cancellation of any arranged 1:1 appointments should be in writing (email or postal letter) or via a telephone conversation.
- 5.4 The booking/cancellation or rearranging of any group workshop or session should be completed via the Headway booking app (powered by Ovatu) or via email or telephone conversation.
- 5.5 Communication will be returned within 48 hours (excluding weekends, bank holidays or periods of holiday). Communication via social media sites may result in a longer response time.
- 5.6 All confirmations from Headway are made via email.

6. **Bookings:**

Headway services should be booked in advance of delivery.

- 6.1 Services can be booked via telephone, text, email or via our booking app for group workshops or sessions. Submission of a booking, in any form, constitutes an offer to purchase services.

When booking a private, 1:1 coaching/mentoring sessions:

- 6.2 An 'initial' or 'contracting' session will be arranged at a mutually agreed time. This time will generally be the appointment time allocated to the child/young person.
- 6.3 Sessions will begin on the completion of the 'child and young person referral form' and our 'terms of service' contract.
- 6.4 Invoices will be emailed to the parental email address provided at the beginning of each month, covering the total amount of sessions falling within said month.
- 6.5 Payment is expected at least by the end of the appointment date/time. Headway reserves the right to withdraw services where payments are regularly not made on time.

- 6.6 Any sessions cancelled within 48 hours for any reason will incur the full cost of the service. Sessions can be re-arranged (dependent on capacity) or cancelled outside of the 48-hour notice period at no additional cost. Headway reserves the right to withdraw services where sessions are regularly cancelled or re-arranged.
- 6.7 To terminate sessions, 7 days' notice must be provided by the parent/carer via email, letter or telephone conversation. Any remaining sessions within the 7-day period will still be charged but remain accessible to the child/young person.

The following relates to the booking of group workshops or sessions.

When booking manually:

- 6.8 A confirmation-of-booking email will be sent to the email address provided in initial contact.
- 6.9 Invoices, where required, will be attached to the confirmation email.
- 6.10 A 'terms of service' terms and conditions document will be attached to the confirmation email. Parents/carers must sign and return the document for a place to be guaranteed.
- 6.11 Payment must be received in any case on/before the arranged date of the event. Failure to make payment may result in place offered being cancelled.
- 6.12 Failure to attend does not negate liability to pay the invoice issued.
- 6.13 Cancellations are accepted 48 hours prior to the event date. Refunds will be made where a payment has been made or invoice cancelled if payment pending.
- 6.14 Cancellation will only be confirmed on receipt of a 'confirmation of cancellation' to the service user from Headway.
- 6.15 Headway reserves the right to alter event programmes without prior notice due to unforeseen circumstances.

When booking via our app:

- 6.16 Parents/carers will be asked to accept Terms and Conditions in relation to the group workshop or activity.
- 6.17 Payment must be made electronically at the time of booking.
- 6.18 Parents/carers will be sent a confirmation email via Ovatu or Headway, confirming the booking.
- 6.19 Failure to attend does not negate liability to pay the full cost of the service. No refunds will be made in the event of a child/young person not attending a booked workshop or session.
- 6.20 Cancellations are accepted 48 hours prior to the event date. Refunds will be made within 7 working days where a payment has been made via the booking app.
- 6.21 Parents/carers will be sent a confirmation email via Ovatu or Headway, confirming the booking cancellation.

When booking manually for an adult or parent session:

- 6.22 A confirmation-of-booking email will be sent to the email address provided in initial contact.
- 6.23 Invoices, where required, will be attached to the confirmation email.
- 6.24 Payment must be received in any case before the arranged date of the event. Failure to make payment may result in place offered being cancelled.
- 6.25 Failure to attend does not negate liability to pay the invoice issued.
- 6.26 Substitutions are welcomed at no additional cost to that outlined in the invoice, though substitution details should be sent to Headway as a matter of courtesy.
- 6.27 Cancellations are accepted 48 hours prior to the event date. Refunds will be made where a payment has been made or invoice cancelled if payment pending.

- 6.28 Cancellation will only be confirmed on receipt of a 'confirmation of cancellation' to the service user from Headway.
- 6.29 Headway reserves the right to alter event programmes without prior notice due to unforeseen circumstances.

When bookings are made by schools (for single-day events):

- 6.30 A confirmation-of-booking email will be sent to the email address provided in initial contact.
- 6.31 It is the school/education establishment's responsibility to provide a Purchase Order Number (if required).
- 6.32 Invoices will be attached to the confirmation email, or sent directly to a named staff member identified during the procurement process.
- 6.33 Payment must be received in any case within 30 days of the invoice date.
- 6.34 Cancellations are accepted two weeks prior to the event date. Refunds will be made where a payment has been made or invoice cancelled if payment pending.
- 6.35 Cancellations within two weeks of the event date will incur a charge amounting to 50% of the invoice.
- 6.36 Cancellation will only be confirmed on receipt of a 'confirmation of cancellation' email by the service user.
- 6.37 Work will only be undertaken on the adequate completion of a Service Level Agreement by all stakeholders.
- 6.38 Headway reserves the right to alter event programmes without prior notice due to unforeseen circumstances.

When bookings are made by schools (longer term support):

- 6.39 Headway will provide services for a minimum length of 1 half term, with a minimum booking requirement of 1 day per week.
- 6.40 A confirmation-of-booking email will be sent to the email address provided in initial contact.
- 6.41 It is the school/education establishment's responsibility to provide a Purchase Order Number (if required). Headway does not automatically work with PO numbers and it is the receiving school's responsibility to communicate to Headway should there be a need for one.
- 6.42 Invoices will be attached to the confirmation email or sent directly to a named staff member identified during the procurement process.
- 6.43 Payment must be received by either: the date issued on the invoice, or the date/time frame agreed in the procurement process.
- 6.44 Services cancelled by the school prior to the agreed termination of services date will incur the full cost of the services requested in the procurement process, as outlined in the invoice provided.
- 6.45 Cancellation will only be confirmed on receipt of a 'confirmation of cancellation' email by the service user.
- 6.46 Work will only be undertaken on the adequate completion of a Service Level Agreement by all stakeholders.
- 6.47 Headway reserves the right to alter event programmes without prior notice due to unforeseen circumstances.

7. Safeguarding:

The safeguarding of all service users and staff is of paramount importance. Please refer to our Safeguarding Policy for full details.

8. Data Protection and Privacy:

We intend to protect the privacy and data of all service users. Please read our data protection and privacy policy to help you understand how we manage your personal data. Our Privacy Policy may be updated at any time to reflect changes in legislation. Where personal data is provided, we comply with the provisions of EU General Data Protection Regulations 2018. Personal data will not be shared with any third party without the expressed consent of the service user.