

Focusing Minds Mental Health, Wellbeing and Education Services

Limited: Standard Terms of Business for private 1:1 and group events

1 Interpretation

1.1 The definitions and rules of interpretation in this clause apply to these Terms:

Company: referred to as either "Focusing Minds" "the Company", "we", "us" "our" in these terms refers to Focusing Minds Mental Health, Wellbeing & Education Services Ltd.

You/Service User: means the individual accessing or using the service or any legal entity on behalf of which such individual is accessing or using our services, as applicable.

Contract: the legally binding agreement between you and us for the supply of services.

Services: the services that we are providing to you on these Terms.

Terms: the terms and conditions set out in this document.

Sessions: referred to as the singular or plural or "Appointment" in these terms refers to work undertaken with one or more service users as agreed in the contract.

Monthly: refers to any sessions held between the first and final day of the calendar month inclusive.

Half-termly: refers to any sessions held between the first and final day of regular school half-term and the adjacent school holiday where applicable.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

1.2 The headings do not affect the interpretation of these Terms.

1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 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 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.

2. Basis of Agreement

2.1 These Terms constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us that is not set out in these Terms.

- 2.2 A 'terms of service contract' shall be formed between us upon you instructing us to commence work in relation to the Services, whether in writing, including by email or orally, and shall continue until terminated in accordance with clause 9 below.
- 2.3 The initial term of the Contract shall be open ended and shall continue until terminated in accordance with clause 9 below.
- 2.4 These Terms take precedence over any other terms and conditions and any course of dealing or industry practice.

3. The Services

- 3.1 We shall provide the Services with all due care, skill and ability and shall use our reasonable endeavours to meet any timescales set out in any correspondence between us but these dates are estimates only and if we fail to meet these dates you shall not have any legal rights in relation to this.
- 3.2 We shall provide Services to you or your child as specifically outlined in the initial contract setting. We will typically offer one or more of the following:
- (a) Social, emotional and/or mental health or wellbeing support to children and young people.
 - (b) Behavioural support to children and young people.
 - (c) Personal development to children and young people.
 - (d) Soft skills development to children and young people.
 - (e) Parental consultancy.
 - (f) Referral support to wider services for children, young people and/or parents and family.
- 3.3 Any samples, drawings, descriptive matter, or advertising issued by us, and any descriptions or illustrations contained in our work documentation, profile templates or promotional material do not form part of the Contract and are for illustration purposes only.

4. Fees and Booking

- 4.1 The charges for the Services are set as follows:
- (a) £32 per 50-minute evening session.
 - (b) £27 per 40-minute evening session.
 - (c) £40 per 50-minute day-time session.
 - (d) £80 per Irlen Screening or £40 for a basic assessment.
 - (e) £25 per initial session (regardless of length).
 - (f) Advised where providing of Services does not fit into a fixed price as outlined in clause 4 (a), (b) and (c).
- 4.2 All invoices are issued monthly and cover the total number of sessions falling within. Payments are due by the 16th of the month of issue.
- 4.3 Where a break in service is applied for, such as over school holidays or where long-term illness prevents attendance, a holding fee will be applied. The charges for the holding fee are set as follows:
- (a) £50 monthly fee to retain the same day and current session time.
 - (b) £30 monthly fee to retain the same day only (time offered may differ from current slot).
- Where breaks in service may not constitute a full month, the fee will be reduced in a pro-rata format, with the monthly fee selected divided by the number of sessions due to be held in the calendar month.
- 4.4 Where holidays or prolonged absences (e.g. due to illness) are reported, a maximum of two consecutive sessions/weeks can be cancelled as per clause 4.12. Additional sessions/weeks missed consecutively shall be charged in accordance with clause 4.3.

- 4.5 Where the Services are provided for a fixed price, the total price for the Services shall be the amount set out on the invoice(s) issued. This will be in accordance with our oral or written agreement regarding monthly or standalone payments.
- 4.6 All service fees are payable in one single payment; we will invoice you for the fixed price in advance of Service delivery, with payment expected by the date instructed on the invoice provided.
- 4.7 For Services bookable online via any booking app where applicable, the total price for the Services shall be the amount set out on the booking page and are payable on booking of Services.
- 4.8 Where the Services are provided on a time basis as clause 4.1 (f):
- (a) the charges payable for the Services shall be calculated in accordance with our standard rates in force at that time as set out in written correspondence with you.
 - (b) our fees are calculated on the basis of time taken to undertake additional tasks or requests and are based on weekdays performed between 8am-4pm (excluding weekends, school and public holidays);
 - (c) we shall be entitled to charge additional rates for time worked outside the hours, where there is a written or oral agreement to do so; and
 - (d) we will invoice you prior to Service delivery unless we have agreed orally or in writing otherwise.
- 4.9 Invoices must be paid in full, and in cleared funds by bank transfer or cash, by the date outlined on the invoice provided. Payments made electronically or via transfer should use the specific invoice number as the payment reference.
- 4.10 Without prejudice to any other right or remedy, if you fail to pay the invoice on the due date, we may suspend all Services until payment has been made in full.
- 4.11 Services are booked by contact including via: email, telephone, text message, letter or social media platforms. Such communication is obligation-free until an agreement is entered into as per clause 2.
- 4.12 Where bookings are agreed, any cancellation of 1:1 or group sessions inside of 48 hours (term time) or 7 days (school holidays) regardless of reason will incur all fees in full in relation to the Service.
- 4.13 Sessions can only be cancelled once in any bi-monthly period without incurring the full cost of the cancelled session. Future cancelled sessions in the same period will incur the full cost of the Service except in relation to clause 4.3 above.
- 4.14 Where bookings are agreed and cancellation is arranged by Focusing Minds staff or associates, any fees paid will be credited to the next invoice issued.
- 4.15 Invoices will only be refunded where overpayments have been made at the time of termination of the Services.
- 4.16 Invoices should be paid using the specific invoice reference as the payment reference for automated systems to accurately record payments.

5. Confidential information and our materials

- 5.1 We acknowledge that we will have access to confidential information about you and/or your child while providing the Services. We shall not use or disclose to any third party any such confidential information, except where we need to in order to properly perform the Services.
- 5.2 We are permitted to contact other organisations regarding you or your child with your expressed, written consent only. This includes any contact you may wish us to make with any place of education or other external agencies who may have an engagement with you or your child, regarding our Services.
- 5.3 You will keep strictly confidential all information about our business, our suppliers and our customers.
- 5.4 The restrictions in clauses 5.1 and 5.2 do not apply to:

- (a) any use or disclosure required by law;
 - (b) any disclosure authorised by the party who owns the confidential information; or
 - (c) any information which is already public knowledge otherwise than through unauthorised disclosure by the party to whom the information does not relate.
- 5.5 All confidential information shall at all times remain the property of Focusing Minds Mental Health, Wellbeing & Education Services Ltd.

6. Data protection

We collect and process personal data in accordance with our Privacy Notice that you can view at: <https://tomakeprogress.co.uk/wp-content/uploads/2022/11/Privacy-Policy.pdf>

7. Safeguarding

The safeguarding of all service users and staff is of paramount importance. Please refer to our Safeguarding Policy for full details. This policy can be viewed at:

<https://tomakeprogress.co.uk/wp-content/uploads/2023/06/Safeguarding-policy-April-2023.pdf>

8. Parental feedback and requests

- 8.1 Feedback regarding the engagement of any child or young person in our Services will be provided, via email or orally, at a time as set out by Focusing Minds staff or associates.
- 8.2 Where children or young people make significant disclosures to us, details will be fed back to parents within 24 hours of the disclosure or sooner. This will only occur where the child or young person is not imminently at risk from anyone within the immediate household of which they reside.
- 8.3 Any communication will be returned within 48 hours, except where any feedback request is made during holiday periods, bank holidays and weekends, or where there are extenuating circumstances such as those outlined in clause 11.7.
- 8.4 Requests for professional reports, or referrals to external agencies in a professional capacity, will be considered on a case-by-case basis and will incur additional fees in accordance with clauses 4.1 (f) and 4.7.

9. Termination

- 9.1 Subject to the provisions of clause 2, either of us may terminate this Contract on 7 days' notice for any reason with no liability to the other apart from liabilities that had already accrued and been incurred.
- 9.2 Notwithstanding the provisions of clause 2 or clause 9.1, we may terminate this Contract with immediate effect with no liability to provide any further services to you or your child if at any time:
 - (a) you fail to make payment when due and payable under this Contract;
 - (b) you or your child regularly fails to attend the providing of Services on the day(s) and time(s) agreed.
 - (c) you or your child commit any gross misconduct affecting our business;
 - (d) you or your child commit any serious or repeated breach or non-observance of any of the provisions of this Contract;
 - (e) you or your child are convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
 - (f) you commit any fraud or dishonesty or carry out business or otherwise act in any manner which in our opinion brings or is likely to bring us into disrepute or is materially adverse to our interests.

- (g) you or your child create or share social media content, including any libelous claims about our business, which in our opinion brings or is likely to bring us into disrepute or is materially adverse to our interests.
 - (h) you or your child are responsible for the recording, via any method, of any part of communications between us, including during initial meetings, telephone calls or sessions.
- 9.3 Our rights under this clause 9 are without prejudice to any other rights that we might have at law to terminate the Contract. Any delay by us in exercising our rights to terminate shall not constitute a waiver of these rights.
- 9.4 We shall not be obliged to retain documents and information relating to you or your child after termination of this Contract but will retain contact details for up to 6 months on the ceasing of Services being provided to you or your child.

10. Obligations on termination

On termination of this Contract you shall immediately pay to us any unpaid fees or other sums payable under this Contract. Equally, we shall return any overpayments to you within 7 business days of the termination date. Termination will not affect either of our outstanding rights or duties, including our right to recover from you any money you owe us under these Terms.

11. Limitation of Liability

- 11.1 Other than (i) liability for death or personal injury to any person caused by our negligence, (ii) liability for any fraud or fraudulent misrepresentation made by us or (iii) liability for any other matter which we may not legally exclude or limit, we exclude all liability for any loss or damage suffered by you resulting from the Contract (including all consequential loss or damage howsoever caused and whether or not this was in your or our reasonable contemplation and including any loss or damage suffered by you as a result of advice or opinions given by us or by any of our employees, agents, consultants or subcontractors).
- 11.2 In the event that we are found liable to you for any loss or damage, this liability shall be limited to the amount of any fees you paid to us in accordance with these Terms in the 12 months preceding the date on which any claim is made.
- 11.3 If we are prevented from or delayed in performing our obligations by your act or omission or by any circumstance outside of our control, we shall not be liable for any costs, charges or losses incurred by you that arise from such prevention or delay.
- 11.4 If we are prevented from or delayed in performing our obligations by limitations we shall not be liable for any reduced output, costs, charges or losses incurred by you that arise from this.
- 11.5 We are not liable for reduced impact whereby this may be dependent, or contributed to by:
- (a) a lack of information provided by you, the parent/carer, or any other body whether in our reasonable opinion or otherwise.
 - (b) a lack of regular attendance by you or your child.
 - (c) acknowledgement of family, personal and/or mental health and wellbeing circumstances.
 - (d) the (lack of) aptitude and/or attitude of you or your child.
- 11.6 If we are unable to perform our obligations due to circumstances beyond our control:
- (a) you or your child is unable to attend providing of Services for any reason without 48 hours prior notice during term time.
 - (b) you or your child is late to attending the providing of Services whereby the remaining allocated time remains accessible.

- (c) you or your child is unable to attend sessions for any reason without 7 days' notice during school holiday time for those in education settings.
 - (d) delay related to travel/traffic issues.
 - (e) enforced venue closure due to inclement weather whereby Focusing Minds staff or associates are safely able to travel to the host venue and whereby Services can be provided online as an alternative. You remain liable for any costs as per our agreed rate and as issued via invoicing.
- 11.7 If we are unable to perform our obligations due to other circumstances, including but not limited to:
- (a) facilitator illness/medical appointments.
 - (b) emergency situations.
 - (c) childcare issues.
 - (d) periods of holiday/annual leave during term time or school holidays.
 - (e) leave required for continuous professional development.
 - (f) bereavement.
 - (g) loss or lack of effective transportation to the host venue(s).
 - (h) inability to travel due to inclement weather to the host venue(s).
- You are not liable for any costs. In the event of an invoice being paid prior to any obligations not being met, payments will be credited to the next invoice issued.
- 11.8 We are not liable for issues, concerns or fines arising from the improper use of local parking facilities to our venues, regardless of whether we advise of such facilities in any correspondence between us.
- 11.9 We reserve the right to amend session duration, dates, times and frequency with a relevant notice period of 30 days whereby you have an obligation to accept proposed amendments, or any alternative offered, to maintain access to Services provided.
- 11.10 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms.
- 11.11 This clause 11 shall survive termination of the Contract.

12. Communication and complaints:

- 12.1 We can be contacted at Focusing Minds Mental Health, Wellbeing & Education Services Ltd via:
Email: hello@tomakeprogress.co.uk
Telephone: Calderdale – 01484 212101; Wakefield – 01924 792002
Website: www.tomakeprogress.co.uk
- 12.2 Communication is accepted for queries regarding our Services via telephone, email or via our social media platforms.
- 12.3 The booking, amending, rearranging or cancellation of any arranged 1:1 appointments should be in writing or via a telephone conversation.
- 12.4 Communication will be returned within 48 hours excluding: weekends, bank holidays, periods of annual leave or other circumstances as outlined in clause 11.7.
- 12.5 Communication via social media sites will be returned within 48 hours of a notification being delivered excluding: weekends, bank holidays, periods of annual leave or other circumstances as outlined in clause 11.7.
- 12.6 All confirmations regarding Services and invoices are made via written format.

12.7 Where complaints arise regarding the conduct or impact of Focusing Minds associates or licencees and whereby such complaints fall outside obligations of liability outlined in clause 11, the named associate or licencee should be contacted directly by either email or telephone.

Declaration:

This is our standard client/provider terms of agreement upon which we intend to rely. For your own benefit and protection, you should read the above terms carefully before signing them. If you do not understand any point, please ask for further information. Our Services can only be offered upon agreement with the above terms.

Parent name:

Date:

Signature: