

**Terms and Conditions for Schools and Colleges
requesting Emotional Logic support for children or staff.**

1. Purpose

This Agreement sets out the terms under which Exciting Education (the Provider) will provide coaching, mentoring and wellbeing services to pupils on behalf of schools and colleges.

By booking our services you are agreeing to the terms and conditions in this document. The Provider agrees to deliver services professionally, ethically and in accordance with applicable UK legislation and recognised safeguarding standards.

2. Services

The Provider will deliver services agreed in writing with the School, which may include:

- One-to-one coaching
- Small group coaching
- Emotional wellbeing support
- Transition support
- Parent workshops
- Staff wellbeing sessions
- Staff introduction or training
- Assemblies and educational workshops

Any changes to the agreed programme must be confirmed by both parties.

3. Scope of Coaching

Coaching is a strengths-based developmental process designed to help pupils identify goals, develop resilience and improve wellbeing.

The Provider does not offer:

- Counselling
- Psychotherapy
- CAMHS services
- Clinical psychology
- Medical treatment
- Crisis intervention
- Educational psychology assessments
- SEND assessments

4. Responsibilities of the Provider

The Provider agrees to:

- Deliver services with reasonable care and skill.
- Hold appropriate professional qualifications, training and experience.
- Maintain enhanced DBS clearance where required.
- Maintain appropriate Professional Indemnity and Public Liability Insurance.

- Follow the School's safeguarding procedures while on site.
- Respect the School's policies and procedures.
- Maintain professional boundaries at all times.
- Keep appropriate session records.
- Notify the School immediately of any safeguarding concerns.

5. Responsibilities of the School

The School agrees to:

- Provide suitable, confidential facilities for coaching sessions.
- Ensure appropriate parental consent has been obtained in writing and shared with the coach before the first session begins.
- Share relevant safeguarding information necessary for safe delivery.
- Provide emergency contact information.
- Inform the Provider of any known risks relating to pupils.
- Nominate a designated contact person.
- Ensure pupils attend sessions where reasonably practicable.

The School retains overall responsibility for safeguarding pupils.

6. Safeguarding

The safety and welfare of children is paramount.

The Provider will comply with:

- The School's Safeguarding and Child Protection Policy
- Statutory safeguarding guidance applicable to the School
- Any reasonable safeguarding procedures communicated by the School

Where a safeguarding concern arises:

- the Provider will record the concern;
- report it immediately to the Designated Safeguarding Lead (DSL) or Deputy DSL;
- where immediate danger exists, contact emergency services if necessary before notifying the School.

The Provider may retain safeguarding records where required by law.

The Provider's Safeguarding policy can be found on their website:

<https://www.excitingeducation.co.uk/key-documentation>

7. Confidentiality

Coaching relies upon trust and confidentiality.

Information shared by pupils will generally remain confidential unless:

- safeguarding concerns arise;
- disclosure is required by law;
- serious risk of harm exists;
- criminal activity is disclosed.

The Provider will share safeguarding concerns with the School's DSL without delay.

The School acknowledges that routine coaching discussions will not ordinarily be shared in full unless agreed with the pupil or necessary for safeguarding.

8. Information Sharing

The Provider may provide:

- attendance information;
- agreed progress summaries;
- general themes;
- recommendations for support.

Detailed coaching conversations will normally remain confidential unless disclosure is necessary for safeguarding or otherwise authorised.

9. Data Protection

Both parties agree to comply with:

- UK GDPR
- Data Protection Act 2018
- Applicable confidentiality obligations

Each party shall act as an independent Data Controller unless otherwise agreed in writing. Personal data will only be processed for legitimate educational and contractual purposes.

The Provider's Data Retention Policy can be found on their website:

<https://www.excitingeducation.co.uk/key-documentation>

10. DBS and Safer Recruitment

The Provider confirms that all staff delivering services directly to children:

- hold Enhanced DBS certificates where legally required;
- have undergone appropriate safer recruitment checks;
- receive safeguarding training appropriate to their role.

Evidence and a formal Letter of Approval may be provided upon request.

11. Insurance

The Provider will maintain throughout the Agreement:

- Public Liability Insurance
- Professional Indemnity Insurance

Copies of certificates will be supplied upon request.

12. Health and Safety

The Provider agrees to comply with the School's health and safety procedures whilst on School premises.

The School agrees to notify the Provider of any known hazards or emergency procedures.

13. Attendance

The School is responsible for ensuring pupils attend scheduled sessions.

Where a pupil is absent:

- the session may be rescheduled where practicable;
- repeated non-attendance may result in unused sessions being forfeited.

14. Fees

Fees shall be charged in accordance with the quotation or service schedule agreed between the parties.

All fees shall be paid in advance of the sessions starting.

Invoices are payable within **30 days** unless otherwise agreed.

Late payments may incur statutory interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

15. Cancellation

Either party should provide at least **five working days' notice** of cancellation where possible. Where insufficient notice is provided by the School, the Provider reserves the right to charge the agreed fee.

If the Provider must cancel due to illness or unforeseen circumstances, every effort will be made to rearrange the session.

16. Intellectual Property

All coaching materials, resources, presentations, manuals, worksheets and programme content remain the intellectual property of Exciting Education and The Emotional Logic Centre.

The School is granted a non-exclusive licence to use materials internally for educational purposes only unless otherwise agreed in writing.

Materials may not be copied, published, sold or distributed externally without written permission.

17. Recording and Photography

No sessions may be audio or video recorded without the prior written agreement of both parties and, where applicable, appropriate parental consent.

18. Complaints

Any complaint regarding the services should first be raised with the Provider's nominated representative.

The Provider will respond by following their complaints procedure which can be found on their website: <https://www.excitingeducation.co.uk/key-documentation>

19. Limitation of Liability

Nothing in this Agreement limits liability for death or personal injury caused by negligence, fraud or any liability that cannot lawfully be excluded.

Subject to this, the Provider's total liability shall not exceed the total fees paid under this Agreement in the twelve months preceding the event giving rise to the claim.

Neither party shall be liable for indirect or consequential loss.

20. Termination

Either party may terminate this Agreement by giving **30 days' written notice**.

Immediate termination may occur where:

- safeguarding concerns prevent continuation;

- serious breach of this Agreement;
- non-payment of invoices;
- unlawful conduct;
- behaviour likely to damage the reputation of either party.

21. Force Majeure

Neither party shall be liable for delay or failure to perform obligations due to events beyond reasonable control, including severe weather, industrial action, government restrictions, public health emergencies, or utility failures.

22. Governing Law

This Agreement shall be governed by the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction unless otherwise required by law.

23. Acceptance

By booking our services you are agreeing to the terms and conditions in this document.