

# **Connections in Mind**

## **Coaching**

### **Terms and Conditions**



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## DEFINITIONS

1.1 The words “You/ Yours” shall mean the Client and any person for whom our Services are purchased by the Client and “/We /Our/Us” shall mean CIM.

1.2 “Coaches” means an independent coach introduced by Us to You for coaching Services.

1.3 “Coaching Session” (Session) means a skills session or a check in session as set out in Clause 4.3 of this Agreement.

1.4 “Services” has the definition as set out in Clause 2 of this Agreement.

1.5 **"Writing" includes emails.** When We use the words "writing" or "written" in these terms, this includes emails.

## OUR TERMS

2.1 **Our Services** Connections in Mind Ltd (CIM) will introduce Coaches (Coaches) to You.

2.2 You may purchase our Services for yourself or for a student.

2.3 We provide the Coaches Services directly to You or any persons on whose behalf You place the order for the Services (for example a parent may place an order for Services for their child).

2.4 **What these terms cover.** These are the terms and conditions on which We will supply our Services to You.

2.5 **Why you should read them.** Please read these terms carefully before You place your order with Us for the introduction by Us to You of Coaches. These terms tell You (i) who We are (ii) how We will provide Services to You (iii) how You and We may change or end the contract (iv) what to do if there is a problem.



## INFORMATION ABOUT US AND HOW TO CONTACT US

**3.1 Who we are.** We are EFCUK Ltd (Trading name: Connections In Mind). Our company number is 11521140 and our registered office is at Nightingale House, C/o Tudor John Chartered Accountants, 46-48 East St, Epsom, Surrey, KT17 1HQ. Our registered VAT number is 30 3597 896.

**3.2 How to contact us.** You can contact Us by telephoning Us on 0208 050 1605 or by writing to Us at [info@connectionsind.co.uk](mailto:info@connectionsind.co.uk) and at our registered office.

**3.3 How we may contact you.** If We have to contact You We will do so by telephone or by writing to You at the email address or postal address You have provided to Us.

## OUR CONTRACT WITH YOU AND OUR SERVICES

**4.1** When You place your order with Us to purchase our Services a contract will come into existence when We email You to confirm acceptance of Your order.

**4.2** A Coach will be deemed to be introduced to You where following a request by You, We:

- provide either the name of a Coach to You; or
- we arrange for a Coach to contact You; or
- by you booking a session with a Coach.

**4.3** A Session will either be (i) a skills session which may be face to face or (ii) an online session usually lasting one hour or (iii) a check-in session which is a 15 to 30 minute online video call.

**4.4** Our Coaches work independently of Us and they do not have power to bind Us in any way.



4.5 Once You have booked a Coach through Us You agree to be bound by the terms and conditions relating to our Coaches.

4.6 If we are providing you with coaching services for your child/adolescent, on their 18th birthday they will be moved across to our adult coaching rate from the next billing cycle. This will also mean that we are no longer able to provide you with weekly/monthly communication (reports, emails and updates) unless we have the consent from the client (your child) as they will legally be considered an adult. Our relationship manager will contact you to discuss the new rates and any other changes.

## COACHING FEES

5.1 Coaching fees are calculated on a weekly basis and We will invoice You on a monthly basis in arrears for any non-prepaid programmes.

5.2 If You purchase a prepaid programme such as Metacognition, Flourish and Grow etc, you will be invoiced in advance for the entire programme. You will need to pay for the prepaid programmes before the programme commences.

5.3 For any non-prepaid programmes, We will send You an invoice for fees due for the previous month's coaching. Such invoices shall be sent by the 10<sup>th</sup> day of each month (or the next available working day) and will be due on the 24<sup>th</sup> day of the month.

5.4 All Fees must be paid on time. Failure to pay fees on time may result in disruption to Services and cancellation of sessions. Payment should be made using our direct debit agreement which can be found here <https://pay.gocardless.com/AL000113HXCBDW>.

5.5 All Fees must be paid to Us. You must never pay the Coach directly.

5.6 For Access to Work (ATW) clients where the support is being paid for by



ATW, the onus is upon the client to fill out the necessary forms. These need to be sent off to the ATW in the appropriate time frame in order for EFCUK LTD to be reimbursed. In the event of the claim not being properly sent and/or if ATW does not pay for the service, the liability is on the client to pay the fees.

5.7 If you purchase a prepaid programme or sessions in advance, you are able to cancel your booking after 1 session. You will be reimbursed the remaining balance on your account once the session completed has been deducted.

5.8 If you have completed more than 1 session, and decide you no longer wish to continue, you will not be eligible for a refund. You may be able to transfer your remaining credit to another programme in certain circumstances but this will need to be discussed and agreed by the relationship manager.

5.9 If you purchase a prepaid programme or pay for your sessions in advance, you have up to 12 weeks to complete your programme or to start your prepaid sessions. If you do not complete the programme in this time or commence using your prepaid sessions you may lose your remaining balance and therefore be required to pay again to complete your programme and/or for additional sessions.

## **BOOKS AND OTHER RESOURCES**

6.1 We or our Coaches will provide books, study material and coaching resources to You.

6.2 If any books and or materials or other educational resources are recommended separately by a Coach and You wish to purchase such book and or materials then such arrangement will be outside the terms of this Agreement and a matter will be between You and the Coach directly.



## **PUNCTUALITY AND CANCELLATION POLICY**

7.1 Whilst we use our best endeavours to ensure punctuality there will be occasions where delays may occur and either party may be late for a coaching session. We have set out what will happen in those circumstances in 7.2 below. We expect flexibility on both sides.

7.2 If You arrive late the Coach will use his/her reasonable endeavours to make up the time at the end of the session taking into consideration his/her other coaching commitments. If a Coach arrives late then the Coach will use his/her reasonable endeavours to make up the time at the end of the session taking into consideration his/her other coaching commitments: if time cannot be made up it will be carried forward to the next session.

7.3 Should You wish to cancel a booking, a minimum of 24 hours' notice of cancellation must be given in advance, failing which You will be charged for the coaching session in full.

7.4 Should We or a Coach need to cancel a session We will advise You 24 hours in advance and rearrange the session .

## **OUR COACHES AND RESTRICTIONS**

8.1 We recognise that for your day to day coaching needs you will refer directly to the Coach. However if there are significant changes in the delivery, intensity and strategy, these must be agreed with one of our directors.

8.2 We make a substantial financial investment into each one of our Coaches through providing tailor made training combined with Our expertise and know-how in the field of coaching services. This investment on



our part constitutes our intellectual property (including without limitation know-how and confidentiality) and is our legitimate business interest. As such You acknowledge that monetary compensation for breach of the conditions set out herein may be insufficient and We will be entitled to seek injunctive relief against You should this become necessary.

8.3 You agree that You will not make any direct or private arrangements with the Coaches outside of this Agreement for a period of two years after terminating this Agreement as this will have a serious consequence upon Our business interests set out in 8.2 above.

8.4 You acknowledge and agree that a breach of these conditions will result in a serious and substantial business loss to Us and You undertake to pay to Us all such losses and damages, which may arise from a breach of those conditions.

8.5 You agree that the above conditions will continue both during the Agreement and after termination or expiry of this Agreement.

8.6 If You wish to refer a friend or contact any of our Coaches, You may do so through Us.

## **LIABILITY**

9.1 We do not exclude our liability to You for death or personal injury caused by our negligence.

9.2 We shall not be liable to You for any negligence, act or omissions or otherwise on behalf of the Coach.

9.3 All our Coaches undergo a rigorous vetting procedure, including DBS and reference checks. We have no liability to You for any loss You may allege, including but not limited to that which has arisen through the Coaches' alleged negligence, lack of skill or expertise, dishonesty or misconduct on the part of the Coach.

9.4 We make no representations and provide no warranties as to exam results grades or performance and any such representations and





warranties are excluded to the fullest extent possible by law and We shall have no liability to You for exam results/grades/performance.

9.5 Our Coaches are not all trained mental health professionals. We are working with your child in the capacity as a coach to support executive function development. If we have reason to think your child is struggling with their mental health we will let you know. We have a procedure in place where we administer a short questionnaire to screen for clinically significant difficulties in mental health. If this is positive we will recommend you seek support from a mental health professional and discuss with you how feasible it is for us to coach your child without this additional support.

## COMPLAINTS

10.1 If You have a complaint about any of our Services, You should follow our complaint's procedure, a copy of which can be found on our website – please ask head office for more information.

## TERMINATION

11.1 Either party may terminate this contract upon two weeks written notice.

11.2 If You wish to terminate the contract, please let Us know by sending Us an email at [info@connectionsind.co.uk](mailto:info@connectionsind.co.uk).

11.3 We may terminate this contract any time by writing to You if:

- a. You do not make any payment to Us when it is due and You still do not make payment within 14 days of Us reminding You that payment is due.
- b. You do not, within a reasonable time of Us asking for it, provide Us with information that is necessary for Us to provide You with the Services (such as your contact details).



## HOW WE USE YOUR PERSONAL INFORMATION

**12.1 How we will use your personal information.** We will use the personal information You provide to Us:

- (a) to supply the Services to You;
- (b) to process your payment for the Services; and
- (c) if You agreed to this during the order process, to give You information about similar services that We provide, but You may stop receiving this at any time by contacting Us.

**12.2 How we share your information.** We will share your personal information with our Coaches to provide You with the Services and by signing this Agreement you agree that You are providing Us consent to the sharing of Your personal information or that of any third party for whom You place the order for Services (for example a parent may provide consent for their child's personal information to be shared with the Coach).

**12.3** We will expect You to have obtained the written consent from any third party whose data You are sharing with Us.

**12.4** We will only give your personal information to other third parties where the law either requires or allows Us to do so or where You have consented.

## OTHER IMPORTANT TERMS

**13.1 We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell You in writing if this happens and We will ensure that the transfer will not affect your rights under the contract.

## 14. LAW AND JURISDICTION



14.1 This contract is construed and governed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction.

**This Agreement has been entered into on the date the programme purchased, commences.**

Signed by

 V Bagnall

Imogen Moore - Director Victoria Bagnall - Director

For and on behalf of Connections in Mind

Connections in Mind Ltd

Signed by [ ]

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Date:

