

Terms and Conditions for our advice and transition related services

Defined Terms

Client means the named adults who are responsible for fee payment;

The Company is: Acorn to Oak Education Limited. The Company is a social enterprise 100 per cent owned by Eagle Oak Impact Limited whose registered address is 9 Seagrave Road, SW6 1RP:

Educational Advice Provision means a consultation in relation to the educational progress and performance of a learner or in relation to their personal development and potential goals and strategies performed by The Company as set out on our website;

Educational Setting means an educational institution providing for primary education, secondary education, and/or both primary and secondary education and/or university of other provider of further or higher education;

Fees means the fee for the relevant service payable by the Client for the provision of the Service (as amended from time to time);

Parent means parents, grandparents, guardians, agents or any other person authorised by the parents to act on their behalf;

Personal Development Package means a package of personal development support as set out on our website www.acorntoakeducation.org or as otherwise agreed with our clients

Services means the provision of consultancy to families with a learner identified with SEND in relation to transitions in educational setting, general educational advice or education related support as set out on our website. This includes the shortlist and placement services;

Student means the person aged up to 25 years old for whom The Company is seeking to provide support in relation to transitions and/or personal development or learning mentoring as applicable;

Territory means the United Kingdom, Isle of Man and Channel Islands;

Transition Strategy and Planning means the various packages set out on our website www.acorntoakeducation.org where we help with finding a longlist, a shortlist of up to 6 potential educational settings for parents to visit and investigate further that we consider could be suitable for the learner based upon the information provided to us; or extended

placement support where we help families through the entire registration and assessment process for up to 6 educational settings

1. Authorisation and Consent

The Client grants its consent to the provision of the Services by The Company in writing or prior to commencement of services by completing the relevant form.

The Company will not pass on information regarding the Services or the learner involved or their family to any educational setting or other person or organization unless required by law or this has been authorised in advance and in writing by the family.

Where this is agreed in advance, in writing, the Client shall provide the necessary authorisation and consents to enable The Company to liaise with the student's current setting and to allow the relevant Educational Setting to provide information to The Company.

The Client understands that failure to disclose key or sufficient information to The Company may lead to us not being able to proceed or being able to achieve the outcomes that we seek to help support.

2. Obligations of The Company

The Company shall at all times exercise, in providing the Services, the reasonable skills, care and diligence of a competent provider with the skills and resources to provide the relevant service.

The Company shall keep the Client informed of the progress of the Services and updates and calls will be offered to the Client on a regular basis during for those services where this is relevant such as for the shortlist or placement services.

The Company shall keep the Client informed at all times of any material changes from time to time in relation to the Services should these become necessary.

3. Client Obligations

The Client confirms that they are the persons legally and properly entitled to act on behalf of the Student.

The Client undertakes to provide all relevant information to The Company in relation to the Services to include, for example, completion of forms or questionnaires from The Company, any educational setting reports, the learner's Educational and Health Care Plan or draft thereof and any recent educational psychology or other reports as may be relevant where

this is required for the provision of the Services. This will help us form a more accurate view of the abilities and strengths as well as any barriers to learning of the Student.

In the event of any material changes to the information provided the Client will notify of any changes where services are provided on an ongoing basis such as for school placement or shortlist services or where transition or other educational support is being provided.

The Client is responsible for the Fees payable in respect of the Services in accordance with the provisions set out in these terms and conditions and will be required to pay for services prior to the delivery of the service unless otherwise agreed in writing with an authorised representative of the Company.

4. Fee

The Client agrees to pay the Fees upon completion of the registration and/or assessment questionnaire. The relevant fees for a package of support or transition support strategy or assessment will be as agreed in writing as pricing is individual to each client based upon their requirements. The Company will commence work once the Fees have been received in cleared funds and once the necessary paperwork is completed and will then agree timings for any initial consultation or provision of Services.

The Fees due under these terms and are exclusive of Value Added Tax which will be paid by the Client in addition, if applicable. This will be as advised in the relevant invoice.

The Fees shall be paid in pounds sterling.

The Company may provide additional ad-hoc services if requested by the Client, such as, accompanied visits to educational settings and further educational or therapeutic support programmes. Such services and reasonable expenses will be chargeable separately where applicable and will be agreed and payable in advance of the additional services being carried out.

Where a placement support package is provided school or college registration fees are payable by the Client directly to the school or college and reasonable, pre-agreed, out of pocket expenses will be payable for school or college visits undertaken by the Company team.

Payments are to be made by the named adults above to the bank details advised as noted above and we regret that cash and cheque payments are not accepted.

The Client may cancel a school or college longlist, shortlist or placement support, advice line call, support package or transition strategy package at any point up until 24 hours before the initial consultation or the start of service delivery whichever is the earlier. For cancellation within 24 hours of the scheduled Consultation or support package delivery the Company will retain 50% of the relevant Fees.

The Company reserves the right to request payment for any expenses (such as travel costs) incurred as a result of the cancellation of an appointment by the Client.

Unless in extreme unforeseen circumstances, once paid, the Fees are non-refundable, once The Company has commenced the provision of the Services. In such cases, refunds are at the discretion of The Company, and if agreed, the amount will be pro-rated, and reduced by the amount of work already undertaken by The Company up to that point.

5. Termination

Without prejudice to the other remedies or rights a party may have, either party may terminate these terms and conditions immediately, at any time, on written notice to the other party ('Other Party') if:

- the Other Party is in material breach of its obligations under these terms and conditions and if the breach is capable of remedy and the breach is not remedied within 30 calendar days of the Other Party confirming the breach in writing and requiring the breach to be remedied;
- or the Other Party (being a company) becomes insolvent or if an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Other Party's assets or business, or if the Other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt;
- or the Other Party is guilty of gross misconduct or is convicted of any criminal offence within the Territory.

6. Liability

The Client acknowledges that in entering into these terms and conditions, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in these terms and conditions and any conditions, warranties or other terms implied by statute or common law are excluded from these terms and conditions to the fullest extent permitted by law.

It is understood that all educational advice outcomes, and decisions regarding any application to an educational setting are determined by the relevant setting and that the Company team is not giving any assurance of a place at any shortlisted or recommended settings.

The Company is not liable for the outcome of any application for a place or funding in relation to any application to an educational setting.

7 . Confidentiality

Each party shall keep confidential these terms and conditions and all confidential information that it may acquire in relation to the Services or affairs of the other party.

Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under these terms and conditions.

Our role is to offer support and guidance to the Client. Such support is based on our views and experience as well as the information provided to us and the Client is recommended to conduct its own independent research on any educational setting that may be identified by the Company as well as its suitability for the student.

The Client acknowledges that the team is providing practical advice and support in relation to educational settings and special needs education in general and is not providing legal advice.

The Company recommends that parents independently verify its suggestions and seek feedback from relevant professionals who have assessed or worked with their child in order to determine the right course of action or further detailed advice specific to their child wherever this is appropriate.

8. Force Majeure

Neither party shall have any liability under or be deemed to be in breach of these terms and conditions, which result from circumstances beyond the reasonable control of that party.

The party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than a term, either party may terminate these terms and conditions by written notice to the other party.

9. Variation of Terms and Conditions

The Company reserves the right to vary or add to these terms and conditions, if necessary, to comply with any applicable laws or as otherwise determined necessary.

No variation, additions or waiver to these terms and conditions shall operate to release the Parents from its obligations under these terms and conditions.

11. Assignment

The Client shall not assign, delegate, sub-contract, or otherwise transfer any or all of its rights and obligations under these terms and conditions.

10. Data Protection

The parties undertake to comply with the provisions of relevant data protection laws in so far as the same relates to the provisions of these terms and conditions.

The Company would like to keep in touch with you to enable us to offer you more valuable services, via telephone, email, post, mobile phone or otherwise, e.g. social media. Please inform the Company at the time of the initial or final consultation if you would prefer not to be contacted.

12. Waiver

No failure or delay by the Company in exercising any right, power or privilege under these terms and conditions shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in these terms and conditions are cumulative and not exclusive of any rights and remedies provided by law.

13. Agency

These terms and conditions shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in these terms and conditions. Neither party shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.

14. Severance

If any provision of these terms and conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these terms and conditions and rendered ineffective as far as possible without modifying the remaining provisions of these terms and conditions and shall not in any way affect any other circumstances of or the validity or enforcement of these terms and conditions.

15. Governing Law

These terms and conditions shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

16. Third Parties

Nothing in these terms and conditions shall confer on any third party any rights or benefit under the provisions of the Contracts (Rights of Third Party) Act 1999.