



Place2Be Mental Health Support Service Terms and Conditions

October 2024

1 Introduction

- 1.1 We are Place2Be (**Place2Be, we, our and us**), a company limited by guarantee that is registered in England and Wales under company number 02876150 and whose registered office is at 175 St. John Street, London, England EC1V 4LW.
- 1.2 Place2Be is a national charity, registered in England and Wales under registration number 1040756 and in Scotland under registration number SC038649, that works in schools to improve the mental health of children, young people, their families and the whole school community. Place2Be's work aims to address the emotional, social and mental health difficulties that can impact a child's learning, attainment and achievement. By giving children and young people the chance to explore their problems through talking, creative work and play, Place2Be enables them to cope and build resilience. Place2Be believes such intervention can help prevent more serious mental health problems and associated issues in later life. Place2Be aims to achieve this by not only working directly with children and young people but also by working closely with the school's personnel and the children's parents and carers.
- 1.3 The mission of Place2Be is to improve the mental wellbeing and prospects of children and young people and their families by providing access to mental health and therapeutic support in schools, using a proven model backed up by research and training. This is achieved not only by working with children and young people directly, but by supporting school personnel and the children's parents/carers.
- 1.4 These Terms and Conditions set out the general terms and conditions that apply to the Place2Be Mental Health Support Service. Any school that wishes Place2Be to make available the Place2Be Mental Health Support Service at the school must accept, and agree to be bound by, these Terms and Conditions.

2 Definitions and interpretation

- 2.1 Unless set out otherwise, in these Terms and Conditions, the definitions below apply:

Confidential Information means, in respect of a Contract, all information (whether written, oral or in electronic form) concerning the business and affairs of either party or its affiliates that the other party obtains or receives as a result of the discussions leading up to, or the entering into, or the performance of, the Contract;

Contract has the meaning given to that term in clause 3.4;

Contract Date means, in respect of a Contract, the date that the Contract is formed in accordance with clause 3.4;

Contract Year means, in respect of a Contract, the First Contract Year or any subsequent 12-month period from 1 April to 31 March, as applicable, during the Contract term, except that the final Contract Year may be a period of less than 12 months depending on the date of Contract termination;

Controller means a person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;

Data Protection Authority means each governmental agency, regulatory or supervisory authority, or other person having authority over either party in the area of protection of personal data, including the UK Information Commissioner's Office;

Data Protection Laws means all laws and regulations relating to the Processing of Personal Data as the same may be in force from time to time, each to the extent applicable to the respective activities or obligations of each party under a Contract;

First Contract Year means, in respect of a Contract, the period during the Contract term from the Contract Date until the 31 March that falls immediately after the Contract Date;

Initial Term means the period from the Contract Date up to and including the 31 March that immediately follows the Contract Date;

Letter has the meaning given to that term in clause 3.1;

Personal Data means any information relating to an identified or identifiable living individual;

Personal Data Breach means any actual or suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data;

Processing means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, and **Process, Processes** and **Processed** shall be construed accordingly;

Processor means a person which Processes Personal Data on behalf of a Controller;

Relevant Personal Data has the meaning given in clause 22.1;

Renewal Term has the meaning given to that term in clause 16.1.2;

School Based Staff has the meaning given to that term in clause 4.3;

Terms and Conditions means these terms and conditions, which are our general terms and conditions for the Place2Be Mental Health Support Service; and

you means a school wishing to arrange for the Place2Be Mental Health Support Service to be made available to pupils at the school. The name of the school under a Contract is set out in the Letter.

- 2.2 In these Terms and Conditions and any Contract: (i) a reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute; (ii) any reference to a statute, statutory provision, subordinate legislation, code or guideline (**legislation**) is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation; (iii) any phrase introduced by the terms **including, include, in particular, for example**, such as or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and (iv) any reference to **persons**, includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists).

3 **Contract**

- 3.1 Where you have asked us to provide the Place2Be Mental Health Support Service at your school, and we are willing and able to do so, we will send you a letter setting out details of our offer to provide the Place2Be Mental Health Support Service (**Letter**).
- 3.2 If, following receipt of our Letter, you would like to accept our offer to provide the Place2Be Mental Health Support Service at the school, you should return a copy of the Letter to us that has been signed by one of your authorised signatories.
- 3.3 If we do not receive a signed copy of the Letter from you, but you nonetheless ask us to start providing the Place2Be Mental Health Support Service and we start to make preparatory arrangements for the provision of the service and/or start providing the service, then you will be deemed to have accepted our offer to provide the Place2Be Mental Health Support Service.
- 3.4 It is at the moment that you accept, or are deemed to have accepted, our offer to provide the Place2Be Mental Health Support Service at the school that a legally binding contract is made between you and us

for the provision of the Place2Be Mental Health Support Service (**Contract**).

- 3.5 Each Contract consists of (i) the Letter; and (ii) these Terms and Conditions (in the form existing as at the date of the Contract), to the exclusion of all other terms and conditions (including any terms and conditions which you may purport to apply under any proposal, standard terms of business, purchase order, confirmation of order or similar document).
- 3.6 If, in respect of a Contract, there is any conflict or ambiguity in the provisions of the Contract then the following order of decreasing precedence shall apply: (i) the provisions of the Letter; and (ii) the provisions of these Terms and Conditions.

4 **Place2Be Mental Health Support Service**

- 4.1 In respect of a Contract, we will provide the Place2Be Mental Health Support Service at the school subject to and in accordance with the terms and conditions of the Contract during the term of the Contract.
- 4.2 You and we will agree, in respect of a Contract, the date from which we will start to provide the Place2Be Mental Health Support Service at the school premises.
- 4.3 Ordinarily, the Place2Be Mental Health Support Service will be delivered through one or more Place2Be staff members (**School Based Staff**) and/or Counsellors on Placement.
- 4.4 During the first half of the school term during which we first start to provide the Place2Be Mental Health Support Service (**First Term**), or such other period as you and we may agree, the School Based Staff will focus on building relationships within the school community, working in close partnership with the Head Teacher and staff team at the school, with a view to introducing and trying to establish the Place2Be Mental Health Support Service. As part of this process, the School Based Staff may undertake initial referrals and assessments. Then, in the second half of the First Term, or such other period as you and we may agree, we will, via the School Based Staff, look to introduce the "Place2Talk Service" as part of the Place2Be Mental Health Support Service.
- 4.5 Our Counsellors on Placement will ordinarily start in a phased manner of our choosing with effect from the second half of the First Term or such other period as you and we may agree. Counsellors on Placement usually provide one to-one counselling for children for one full day per week, although the exact nature of their participation in the Place2Be Mental Health Support Service will be determined by us.
- 4.6 Counsellors on Placement are recruited according to our strict selection criteria and are qualified counsellors, trainee therapists from a recognised training college, or trainees on or from a Place2Be accredited course. The recruitment and placement of Counsellors on Placement is at the sole discretion of Place2Be.
- 4.7 Notwithstanding the foregoing and any other

provision of a Contract, you acknowledge and agree that we (i) will only be able to provide the Place2Be Mental Health Support Service where we have been able to successfully recruit School Based Staff and Counsellors on Placement for the service; and (ii) shall not be in breach of the Contract where, for whatever reason, we are unable to provide or make available any School Based Staff or Counsellors on Placement or otherwise deliver the Place2Be Mental Health Support Service because of the unavailability and/or unsuitability of any such persons.

4.8 Subject to clause 9, the Place2Be Mental Health Support Service will be provided in the school by the School Based Staff and, if applicable, by Counsellors on Placement, on the number of days per week (during school hours only).

4.9 The Place2Be Mental Health Support Service may include all or any of the following services and activities, subject to availability and Place2Be's determination as to the services and activities that it is possible and/or appropriate for Place2Be to provide at the school:

4.9.1 "Place2Talk" – a universal self-referral service that we try to run during school break times;

4.9.2 "Assessment and Formulation" – working with the school and families to determine the best intervention for each child;

4.9.3 "One-to-one Counselling" – weekly sessions delivered to children and young people for up to 10 sessions with extension to 20 sessions according to need following a clinical review;

4.9.4 "Therapeutic group work (Journey of Hope)" – a function to try to support children's emotional regulation, relationships and resilience;

4.9.5 "Parent Partnership" work – up to five sessions for parents/carers to think about the mental health needs of their children and young people;

4.9.6 "Specialist Parenting" support – face to face and online support;

4.9.7 "Multi-agency Work" – contributing to agencies concerned with children and young people in the school, e.g. social care, Core Group, TAC meetings;

4.9.8 "Safeguarding" – early identification of child protection issues alongside your child protection officer;

4.9.9 "Place2Think" – consultation for staff to think around the needs and behaviour of children and young people in their care;

4.9.10 "Access to ImpactEd" – a resource offered to all Place2Be partner schools for up to three years;

4.9.11 Assistance with psychoeducational whole class work; and

4.9.12 Specialist training and CPD opportunities (Mental Health Champions and School Leaders Programmes) – including building skills and capacity to support children's mental health more effectively.

4.10 More information about the Place2Be Mental Health Support Service to be provided at the school under a Contract are detailed in the Letter. In addition, the Letter for a Contract may set out additional activities that we may provide as part of the Place2Be Mental Health Support Service from time to time.

5 Personnel

5.1 In respect of a Contract, as soon as possible after the Effective Date, we will work with you to select a member of School Based Staff. There is a two-stage recruitment process at Place2Be in respect of School Based Staff:

5.1.1 all suitable candidates are interviewed to assess their clinical and management experience by senior managers within Place2Be; and

5.1.2 you will meet the candidate prior to them commencing work at the school. Suitability of the candidate will then be agreed by you and us.

5.2 Notwithstanding any other provision of a Contract, Place2Be will not provide, and shall not be under any obligation to provide, all or any part of the Place2Be Mental Health Support Service until the identity of the School Based Staff has been agreed by you and us.

5.3 Place2Be will, in respect a Contract, request relevant feedback from you about the School Based Staff during their probation review.

5.4 Place2Be uses all reasonable endeavours to ensure that School Based Staff are appropriately qualified in counselling and/or therapy (as applicable). All School Based Staff are covered under Place2Be's Public Liability cover (please see clause 19).

5.5 The School Based Staff will, in respect of a Contract, only commence work in the school once they have completed the clearance and induction process, which includes DBS/PVG and relevant reference checking.

6 Management

6.1 Place2Be's work in the school (including, if applicable, the activities undertaken by any Counsellors on Placement in the school) will be managed and supervised by the School Based Staff. The School Based Staff will, in turn, be line managed by the Place2Be Area Manager. Clinical supervision for the School Based Staff is delivered by Place2Be's area Clinical Supervisor. The Area Manager will maintain regular contact with your School Link with regard to the quality and priorities of the Services. This will be a

hybrid approach agreed by both parties and may be conducted in the school day. Supervision for the Counsellors on Placement will be delivered by the School Based Staff.

6.2 The Area Manager and the School Based Staff will meet with the School's Head Teacher/ the School's Link Person/ Senior School representative to formally review the Place2Be Mental Health Support Service, once before the end of the First Term. After that, they will meet the School's Head Teacher on an annual basis to review the delivery of the Place2Be Mental Health Support Service and the working relationship with the school. At these reviews, Place2Be and the school will assess progress against agreed intended outcomes and together will set out new intended outcomes for the next school year.

6.3 You must provide a dedicated School Link (as defined in the Letter) to be available for weekly or fortnightly meetings with the School Based Staff (as agreed) to discuss the progress and priorities of the Place2Be Mental Health Support Service in the school.

7 Referrals and casework

7.1 In respect of a Contract, the School Based Staff will be responsible for facilitating referrals for children and young people and undertaking assessments and formulation. The School Based Staff will liaise with the School Link when doing this. Details of casework are confidential; but thematic information which relates to a child's physical, social or emotional well-being or education will be shared by the School Based Staff with the School Link where Place2Be determines that it is appropriate for it to do so. You will make sure that the School Link will share with Place2Be (usually through the School Based Staff) any relevant, new information about children and young people being seen in the Place2Be Mental Health Support Service as soon as possible.

7.2 In respect of a Contract, Place2Be captures casework information electronically where possible and stores data on a secure Place2Be database. You agree to provide the School Based Staff (and such other Place2Be staff on an ad-hoc basis, as reasonably required) with secure access to:

7.2.1 the internet in order to enable such storage and use of the database to manage and record information about cases in the Place2Be Mental Health Support Service; and

7.2.2 the school's systems and solutions (including its management system and safeguarding database) in order to support Place2Be in providing the Place2Be Mental Health Support Service. This shall include allowing such persons to access data and information relating to the pupils and other young people that use the Place2Be Mental Health Support Service through such systems and solutions in order for Place2Be to provide the Place2Be Mental Health Support Service in accordance with the

Contract.

7.3 In addition, in respect of a Contract, you agree to provide the School Based Staff with secure physical storage in the room and/or on school premises to store their records and casework.

7.4 Place2Be will comply with any reasonable and lawful terms of use relating to Place2Be's access and use of the school's systems and solutions that you notify us of in writing.

8 Child attendance

8.1 In respect of a Contract, you acknowledge and agree that children and young people will need to be absent from class in order to attend individual, group counselling or other sessions run as part of the Place2Be Mental Health Support Service. The times of attendance will be negotiated and agreed by the School Link and the School Based Staff acting reasonably.

8.2 If, in respect of a Contract, Place2Be is prevented from providing any part of the Place2Be Mental Health Support Service because a child is unable to attend sessions due to sickness, absence, outings, exclusion or any other reason, the School Link will inform Place2Be via the School Based Staff, providing as much notice as possible. Where possible, we will try to make alternative arrangements for the child within school hours.

9 Absence of Place2Be personnel

9.1 In respect of a Contract, and in the case of absence of any member of the School Based Staff, the Area Manager will use reasonable endeavours to provide, where possible, arrangements for temporary cover and will provide you with an estimated notice of length of absence. You acknowledge and agree that, where School Based Staff are absent, we may not be able to provide all, or any part, of the Place2Be Mental Health Support Service to you until that person returns or an appropriate replacement cover can be found.

9.2 Place2Be provides training to its own personnel so that they have the required skills and capability to provide the Place2Be Mental Health Support Service under a Contract. The majority of training is scheduled during school holidays. Where this is not possible, School Based Staff who are new to Place2Be may be required to attend up to four days of induction training during their first six months' of employment. Separately, you acknowledge and agree that the School Based Staff will be required to attend Place2Be area staff team meetings and occasional bespoke training days.

9.3 You agree, in respect of a Contract, to allow School Based Staff to attend any training, meetings, management, induction or other professional or team meetings/events/functions that Place2Be may run from time to time. You acknowledge and agree that Place2Be may be unable to provide all or part of the Place2Be Mental Health Support Service during such

periods.

10 Evaluation

10.1 In respect of a Contract, Place2Be will routinely collect output and outcome data from the provision of the Place2Be Mental Health Support Service in the School. The School Based Staff will submit a termly report to the school's Head Teacher which will summarise the activity for that period and will include the number of children and young people who have benefited from the Place2Be Mental Health Support Service and any observations and conclusions that can be drawn from the provision of the Place2Be Mental Health Support Service. More detailed data reports may be provided under a Contract according to the school's needs and as set out in the Letter. More detailed information on how we collect this data under a Contract can be found here: <https://www.place2be.org.uk/about-us/impact-and-evidence/how-we-measure-our-impact/>.

10.2 In respect of a Contract, you agree to provide Place2Be, via the School Based Staff, with data on children and young people we work with as part of the Place2Be Mental Health Support Service – including the UPN1, demographics, attainment, attendance and exclusions information, to help us evaluate the Place2Be Mental Health Support Service.

10.3 You acknowledge and agree that, in respect of a Contract, Place2Be collates information relating to its activity in schools and the Place2Be Mental Health Support Service on a wider, aggregated and anonymised basis, which may be shared with third parties for the purposes of research and impact measurement.

10.4 You acknowledge and agree that, in respect of a Contract, Place2Be works in partnership with ImpactEd to support partner schools to assess the wellbeing of their pupils, inform service delivery, and evaluate wellbeing outcomes. ImpactEd provides schools with a portal that enables them to survey pupils about their wellbeing and connect their responses to demographic details from schools' management information systems. To access this portal, you must agree to the Data Sharing Agreement with ImpactEd, which shall be supplied alongside your Letter.

11 Consents and policies

11.1 You will, in respect of a Contract, provide Place2Be, via the School Based Staff, with the school's current policies and procedures concerning:

11.1.1 data protection;

11.1.2 data handling policies;

11.1.3 child protection, safeguarding and complaints;

11.1.4 health and safety and accessibility policies;

11.1.5 any environmental or green policies; and

11.1.6 any IT policy relevant to our use of computers in the school.

11.2 Place2Be will, in respect of a Contract, and acting via the School Based Staff, work with the School Link to achieve the following before the Place2Be Mental Health Support Service is provided in the school (and, notwithstanding any other provision of the Contract, we shall not be under an obligation to provide the Place2Be Mental Health Support Service unless and until the following has been achieved):

11.2.1 inform the parents/carers of all children and young people at the school about Place2Be's presence at the school, together with a brief description of the Place2Be Mental Health Support Service;

11.2.2 give each parent/carer of each new child the option to opt out of the universal "Place2Talk" service; and

11.2.3 obtain direct positive consent in writing from the parents/carers of each child for an assessment of the child's mental health needs to be undertaken and for the child to then access the Place2Be Mental Health Support Service.

12 Safeguarding and child protection

12.1 All Place2Be staff are required to complete mandatory safeguarding training, delivered by Place2Be's safeguarding team. Training is updated annually for all School Based Staff members.

12.2 Place2Be will, in respect of a Contract, ensure that Place2Be personnel comply with Place2Be's and the school's safeguarding and child protection policies and procedures (as provided in writing by the school to us). Place2Be personnel will report any concern they may have concerning actual or potential abuse of, or risk to, any child, or concerns about the behaviour of an adult towards a child, to the school's designated child protection officer/lead using the school's internal child protection system (e.g. CPOMS, myConcern, Safeguard) or via encrypted email using Place2Be's safeguarding form.

12.3 We require you to take appropriate action upon any report by Place2Be (or any of our personnel, including any of the School Based Staff) of abuse made by a child to the school's child protection officer/lead. We also require you to keep us updated of the outcome of such action. We reserve the right to escalate reports to the school's local authority area services (e.g. children's services or CAMHS) if necessary.

12.4 Place2Be will, in respect of a Contract, provide confirmation to you that an appropriate Disclosure

¹ The Department for Education (DfE) has confirmed that Place2Be can collect children's UPNs to undertake research to evaluate the Place2Be Mental Health Support Service (August 2013).

Barring Scheme (or another appropriate body) and other relevant recruitment checks have been carried out in respect of Place2Be personnel.

13 Health and safety

13.1 Place2Be will, in respect of a Contract, use all reasonable endeavours to ensure that Place2Be personnel comply with your policies and procedures relating to health and safety and accessibility which are to be notified in writing to Place2Be.

13.2 If, in respect of a Contract, we or any of our personnel have any concerns about safety and accessibility at the school, they will inform you. You agree to investigate the concerns and take appropriate action and keep Place2Be updated about the progress and outcome of such action.

14 Service Fees

14.1 In respect of a Contract, the charging, invoicing and payment arrangements for the Place2Be Mental Health Support Service shall, unless you and we agree differently in writing, be as set out in this clause 14.

14.2 In particular, and except as expressly set out otherwise in the Letter for a Contract, the Service Fees payable for the Place2Be Mental Health Support Service shall:

14.2.1 in respect of the Initial Term, be as is set out in the Letter. Please note that, where the Initial Term is a period of less than 12 months, the Service Fees (which are annual fees) stated in the Letter for the Initial Term will have been pro-rated by us by reference to the length of the Initial Term; and

14.2.2 in respect of any Renewal Term, be our charges for the Place2Be Mental Health Support Service that are in force (or that will be in force) as at the start of the Renewal Term, as determined by us and communicated to you in advance of the start of the Renewal Term. We aim to confirm the Service Fees for a Renewal Term by the middle of December. in the year immediately preceding the year within which the relevant Renewal Term will start. The Service Fees for the Place2Be Mental Health Support Service may increase on renewal – for example, to take account of increases in the costs we incur in providing the Place2Be Mental Health Support Service.

14.3 In respect of a Contract, unless you and we agree differently in writing (in the Letter or otherwise):

14.3.1 the Service Fees are stated exclusive of value added and other sales taxes, which shall be added at the prevailing rates as applicable and paid by you;

14.3.2 all Service Fees shall be non-cancellable and non-refundable, even where the Contract terminates;

14.3.3 you shall pay each invoice submitted by us for the Service Fees within 30 days of the date of the invoice. You will make all payments due to us by electronic transfer, without any deduction, whether by way of set-off, counterclaim, discount, abatement or otherwise, save only as may be required by applicable law;

14.3.4 you shall ensure that, in respect of each sum payable to us, we receive in cleared funds a sum equal to the total amount payable to us. In particular, it is your responsibility to pay any bank charges applied by your bank in respect of the payment and to ensure that the amount paid into our account (net of bank charges) is equal to the total amount payable; and

14.3.5 if any Service Fees are not paid by the payment due date, we may (without prejudice to our other rights and without liability to you): (i) suspend provision of the Place2Be Mental Health Support Service from the due date until the date that all outstanding Service Fees are paid in full; (ii) charge interest on unpaid sum(s) at an annual rate of 4% above the base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after any judgment; and/or (iii) terminate the Contract with immediate effect by giving prior written notice of such termination to you, provided that we have given prior written notice to you of the non-payment and the unpaid amount has not been received by the end of the 10th clear day following the date of such notice.

15 Practical arrangements

15.1 For the duration of a Contract, you shall provide Place2Be, via the School Based Staff, with:

15.1.1 a room at the school premises and appropriate office equipment (including access to a school computer if necessary, a printer, a photocopier, a scanner and Internet connection); and

15.1.2 access to the necessary systems required in order for Place2Be (and, in particular, the School Based Staff) to deliver the Place2Be Mental Health Support Service.

15.2 You shall be responsible for paying all charges and costs in relation to the set-up and ongoing provision of the facilities and resources set out in clause 15.1.

16 Term, Termination and Variation

16.1 In respect of a Contract, you and we agree that:

16.1.1 the Contract will start on the Contract Date and, subject to earlier termination in accordance with the Contract, remain in full force and effect until the 31 March that

- immediately follows the Contract Date (**Initial Term**);
- 16.1.2 subject to clause 16.1.3, the Contract shall then automatically renew for the 12 month period from 1 April to 31 March (each such period a **Renewal Term**) at the end of the Initial Term and any subsequent Renewal Term; and
- 16.1.3 notwithstanding clause 16.1.2, you or we may give written notice to the other, no later than 31 December, in the Initial Term or the relevant Renewal Term, to terminate the Contract at the end of the Initial Term or the relevant Renewal Term, as the case may be, whereupon the Contract shall terminate at the end of the Initial Term or the relevant Renewal Term (as applicable).
- 16.1.4 You may submit a written request to Place2Be to vary or change any terms of these Terms and Conditions, including, but not limited to, changes in the Place2Be Mental Health Support Services as detailed in Clause 4. Such requests must be received no later than 31 December during the Initial Term or the relevant Renewal Term. All requests for changes will be considered by Place2Be, but acceptance of any such changes is at the sole discretion of Place2Be and will not be deemed approved unless agreed in accordance with the Contract changes clause. Any agreed changes will take effect from the start of the next Renewal Term.
- 16.2 Either party may terminate a Contract with immediate effect by giving written notice of such termination to the other party at any time on or after the occurrence of any of the following events:
- 16.2.1 the other party commits a material breach of any of the provisions of the Contract and either that breach is not capable of remedy or, if the breach is capable of remedy, the other party fails to remedy that breach within 30 days of being notified of the breach by the terminating party; or
- 16.2.2 a receiver, liquidator or administrator is appointed for the other party or the other party passes a resolution for the appointment of a liquidator (other than (in any such case) a voluntary winding-up of a solvent company for the purposes of amalgamation or reconstruction); an order is made for the appointment of an administrator to manage the affairs, business and property of the other party or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder; any substantial part of the assets of the other party is the object of attachment, sequestration or other type of comparable proceeding; the other party is unable or admits in writing its inability to pay its debts as they fall due; or the other party suffers or takes any similar or analogous action in any jurisdiction in consequence of debt.
- 16.3 Place2Be may terminate a Contract with immediate effect by giving written notice of such termination to you at any time on or after you and/or any member of your staff:
- 16.3.1 commit an act or omission which, in the reasonable opinion of Place2Be, may or will cause reputational or other damage to Place2Be and/or any of its affiliates; or
- 16.3.2 commit any financial impropriety or improper conduct.
- 16.4 If at any time either we or you wish to terminate a Contract, we or you may terminate the Contract by giving not less than one full school term's notice in writing to the other (such notice to expire at the end of a school term only), whereupon the Contract shall terminate upon the expiry of such notice.
- 17 Consequences of termination**
- 17.1 The termination of a Contract shall not prejudice or affect any right of action or remedy which has accrued prior to such termination.
- 17.2 On termination of a Contract we shall cease to provide the Place2Be Mental Health Support Service. You agree to help us wind-down the Place2Be Mental Health Support Service in an orderly fashion in advance of, and on, termination of a Contract.
- 17.3 Clauses 14, 16, 17, 21 and 22 shall survive termination of a Contract as shall any other provision which by its nature is intended to survive termination of the relevant Contract.
- 18 Disputes and complaints**
- 18.1 You shall notify Place2Be of any complaints against any member of Place2Be personnel in the school under a Contract. You may not impose disciplinary procedures against any member of Place2Be's personnel but may, after informing Place2Be's Area Manager, request that such person leave the school's premises whilst the complaint is investigated.
- 18.2 Place2Be will investigate each complaint in accordance with its complaints policy and will keep your Head Teacher informed about the progress of the investigation.
- 18.3 Upon conclusion of the investigation, the Head Teacher and Place2Be's Area Manager will meet to discuss the complaint, the outcome of the investigation and what action should be taken (if any) by Place2Be.
- 19 Insurance**
- 19.1 You and we shall each maintain public liability insurance of at least £5,000,000.

20 Liability

20.1 Nothing in a Contract shall exclude or in any way limit the liability of any party:

20.1.1 for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;

20.1.2 for fraud or fraudulent misrepresentation; or

20.1.3 for any other liability that cannot be limited or excluded by law.

20.2 Subject to clause 20.1, our total aggregate liability under or in connection with a Contract (whether such liability arises under any statute or in contract, tort (including negligence) or otherwise) that arises as a result of any and all acts, omissions, events, circumstances or other matters:

20.2.1 that occur during a Contract Year, shall be limited to the greater of: (i) an amount in pounds sterling equal to the Service Fees actually paid by you to us under the Contract in respect of that Contract Year; and (ii) £750; and

20.2.2 that occur at any time after the date of termination of the Contract, shall be limited to the greater of: (i) an amount in pounds sterling equal to the Service Fees actually paid by you to us under the Contract in respect of the final Contract Year; and (ii) £750.

21 Confidentiality

21.1 Each party agrees to keep the Confidential Information of the other party confidential and not to disclose it to any other person, except as expressly permitted by this clause 21 or with the prior written permission of the other party.

21.2 Clause 21.1 shall not apply to any information which: (i) is or becomes public knowledge other than by breach of this clause 20.1; (ii) is already in a party's possession without restriction in relation to disclosure before the date of its receipt; or (iii) is received from a third party (who, for the avoidance of doubt, is not an affiliate of the receiving party) who lawfully acquired or developed it and who is under no obligation restricting its disclosure.

21.3 A party may disclose Confidential Information in relation to the other party (i) to those of its officers, employees, professional advisers, affiliates, agents or sub-contractors as may be reasonably necessary for the purpose of fulfilling its obligations under a Contract or, in the case of professional advisers, for use in their professional capacity, provided that before any such disclosure that party shall make such officers, employees, professional advisers, affiliates, or agents or sub-contractors aware of its obligations of confidentiality under the Contract and shall at all times procure compliance by those persons with them; or (ii) where such disclosure is required by any

law, court order or competent regulatory authority, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.

21.4 All children, pupils, students and other young people will be informed that the information which they disclose to Place2Be will be kept confidential, but that there may be times/circumstances when Place2Be may be required to share this information with parents, carers and/or other professionals. We are not obliged to disclose any such information to you.

22 Data protection and FOIA requests

22.1 The parties acknowledge and agree that, to the extent that any Personal Data is Processed by the parties under and in connection with a Contract (**Relevant Personal Data**) (i) each party is a Controller in respect of the Relevant Personal Data; (ii) the parties are not joint Controllers; and (iii) neither party Processes Relevant Personal Data on behalf of the other party as its Processor.

22.2 Each party shall:

22.2.1 comply at all times with its obligations under the Data Protection Laws in Processing Relevant Personal Data;

22.2.2 on request and subject to compliance with its own obligations under Data Protection Laws, provide the other party with such assistance, information and co-operation as might reasonably be expected from time to time to assist the other party to comply with its obligations under Data Protection Laws in relation to the Relevant Personal Data, including (i) with any assessment of the impact of processing Relevant Personal Data, any complaints or queries from any third party (including any individual about whom Relevant Personal Data relates), and (iii) any inspection or investigation conducted by any Data Protection Authority regarding the processing of Relevant Personal Data;

22.2.3 taking into account the state of the art, the costs of implementation and the nature, scope, context and purpose of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement and maintain appropriate technical, physical and organisational measures to ensure a level of security appropriate to the risk, including the risk of unauthorised or unlawful processing of Relevant Personal Data, and of accidental or unlawful loss, alteration, unauthorised disclosure or destruction of, or damage to, Relevant Personal Data;

22.2.4 notify the other party without undue delay after, and in any event within 24 hours of, becoming aware of any Personal Data Breach involving Relevant Personal Data

and provide a reasonable description of the Personal Data Breach; and

22.2.5 if it receives a request from an individual to exercise any of their rights under Data Protection Laws in respect of Processing of Relevant Personal Data by the other party, (i) without undue delay, and in any event within three days from the date on which it received the request, forward the request to the other party, and (ii) cooperate and provide reasonable assistance in relation to that request to enable the other party to respond in accordance with Data Protection Laws (including in compliance with applicable deadlines and information requirements).

22.3 The parties shall work together to ensure that each of them is able to Process the Personal Data that it Processes under or in connection with a Contract for the purposes contemplated by the Contract lawfully, fairly and in a transparent manner and in compliance with the Data Protection Laws. In addition, the parties shall enter into such other written agreements as may be required from time to time to enable each other party to comply with the Data Protection Laws to which it is subject.

22.4 Place2Be will, in respect of a Contract, cooperate with requests for information from you under the Freedom of Information Act 2000 (**2000 Act**). You shall consult with Place2Be about any requests for information made under the 2000 Act that affect information provided by Place2Be to the school. You shall ensure that the School Based Staff have access to all relevant systems in order to effectively deliver the Place2Be Mental Health Support Service and comply with Place2Be's safeguarding obligations. You shall address any correspondence relating to requests for information under the 2000 Act to Privacy@place2be.org.uk.

23 Force Majeure

23.1 For the purposes of this clause 23, a "Force Majeure Event" shall mean any act, event or circumstance, which is not within Place2Be's reasonable control, including but not limited to: (i) an act of God; (ii) fire, flood, tsunami, volcanic activity, earthquake or extreme weather conditions; (iii) an act of war; (iv) terrorist acts or a threat of a terrorist attack; (v) riot, insurrection, civil commotion, public demonstration, sabotage, embargo or acts of vandalism; (vi) explosion or impact of any mine, bomb, shell, grenade or other projectile or missile; (vii) restriction, suspension or withdrawal of any licences, approvals, permits or consents or any required licence, approval, permit or consent not being granted on a timely basis; (viii) change in law or regulation; (ix) an epidemic, pandemic or plague (x) any strike, lock out or other industrial trade dispute or action; (xi) structural shift or subsidence; or (xii) the order of any court, arbitral body or governmental body.

23.2 If Place2Be is, or could reasonably be expected to be, prevented, hindered or delayed from providing the

Place2Be Mental Health Support Service in the manner contemplated under the Contract by reason of the occurrence of a Force Majeure Event, Place2Be shall be entitled to amend the delivery or provision of the Place2Be Mental Health Support Service for so long as the Force Majeure Event prevents, hinders or delays Place2Be from providing the Place2Be Mental Health Support Service as contemplated under this Contract, provided that: (i) as soon as reasonably practicable after the start of the Force Majeure Event, Place2Be notifies the school in writing of the act, event or circumstance relied on, and the effect of the Force Majeure Event on Place2Be's delivery of the Place2Be Mental Health Support Service; and (ii) Place2Be notifies the school of its anticipated, revised delivery of the Place2Be Mental Health Support Service during the Force Majeure Event.

23.3 As soon as Place2Be is no longer prevented, hindered or delayed from performing its obligations by the Force Majeure Event, Place2Be shall notify you in writing and shall resume performance of its obligations under the Contract.

24 Miscellaneous

24.1 Place2Be accepts that it does not obtain any security of tenure under the Landlord and Tenant Act 1954 in respect of the school premises.

25 Contract changes

25.1 Except as expressly set out in these Terms and Conditions, no Contract shall be amended, modified, varied or supplemented except in writing signed by duly authorised representatives of the each of the parties.

25.2 Notwithstanding clause 25.1, we may change certain parts of the Terms and Conditions that form part of a Contract, unilaterally, and in order to give effect to the following:

25.2.1 changes in how we accept payment from you;

25.2.2 changes in relevant laws and regulatory requirements; and

25.2.3 changes in the products and services we provide.

25.3 Whenever we revise the Terms and Conditions that form part of a Contract in accordance with this clause 25, we will notify you and provide you with a copy of, or a means of accessing, the updated Terms and Conditions that have been so amended and we will confirm the date on which such amendments shall take effect.

26 Miscellaneous

26.1 Nothing in these Terms and Conditions or any Contract shall create any rights for third parties.

26.2 You shall not without our prior written consent assign, transfer, sub-contract or sub-licence all or any part of your rights, benefits or obligations under these

Terms and Conditions or a Contract to any third party.

part of a Contract or save them to your computer for future reference. All our Contracts are concluded in the English language.

- 26.3 Any failure or neglect by you or us to enforce at any time any provision contained within these Terms and Conditions or a Contract shall not be construed nor deemed to be a waiver of its rights under these Terms and Conditions or the Contract, nor shall it in any way affect the validity of the whole or any part of these Terms and Conditions or any Contract nor prejudice your or our rights to take subsequent action.
- 26.4 If any provision of these Terms and Conditions or a Contract is held for any reason to be void, voidable or unenforceable this shall not affect the validity or the enforceability of any other provision of these Terms and Conditions or Contract or the remainder of these Terms and Conditions or Contract as a whole.
- 26.5 All notices required by these Terms and Conditions and any Contract shall be in writing and shall be sent to the respective parties at their registered address, or to such other addresses as may be designated by the parties in writing from time to time in accordance with this clause 26.5 (i) by hand; (ii) by post, postage prepaid; (iii) by courier service, service fee prepaid; or (iv) by email (provided that a copy of the notice is also sent by post, postage prepaid). All notices shall be deemed received (i) if given by hand, immediately, (ii) if given by post, the third day following posting, (iii) if given by courier service, the third day following dispatch; or (iv) if given by email, the third day following posting of the copy of the notice. This clause 26.5 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other formal method of dispute resolution.
- 26.6 These Terms and Conditions and any Contract and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 26.7 You and we irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with: (i) any of these Terms and Conditions and their subject matter (including non-contractual disputes or claims); and/or (ii) any Contract and its subject matter or formation (including non-contractual disputes or claims).
- 26.8 All Contracts are concluded in English. You should make a durable copy of each of these Terms and Conditions that form part of each Contract as at the Contract Date by printing or saving a downloaded copy.
- 26.9 To contact us, please use our contact details set out in the Letter or our website.
- 26.10 Whilst we may file a copy of each Contract for our own benefit, we are not obliged to do so. Neither are we obliged to make a copy of any Contract between you and us available/accessible to you. You should print off a copy of each of the documents that form