



TERMS & CONDITIONS

PLEASE READ THIS DOCUMENT CAREFULLY. BY BOOKING AN IN PERSON, ONLINE OR PRE-RECORDED RELATIONSHIPS, SEX AND HEALTH EDUCATION SESSION WITH IT HAPPENS EDUCATION LIMITED (A "**SESSION**"), YOU ARE CONFIRMING YOU HAVE READ AND AGREED TO OUR TERMS & CONDITIONS OF SERVICE.

This document (the "**Terms**") sets out the terms and conditions for the supply of Services (as defined below) between:-

It Happens Education Limited (the "**Service Provider**"), a UK registered company with company number 13536051 and registered address at Unit 6.08 The Shell Store, Canary Drive, Hereford, Herefordshire, HR2 6SR and its customers who are purchasing the Session (the "**Client(s)**", "**You**", or "**Your**").

The services detailed in these Terms are the provision of Relationship Sex and Health Education ("**RSHE**") primarily to schools, for students, parents and teachers, or any other product or service that the Service Provider may from time to time provide to its Clients (the "**Services**").

1. BOOKING A SESSION

- 1.1 When a booking is confirmed, you will receive a booking confirmation which will be provided to you by the Service Provider by email (the "**Booking Confirmation**").
- 1.2 You must ensure that you request all information you may need from the Service Provider to enable you to decide on whether to book a Session.
- 1.3 You must ensure that all information received in the Booking Confirmation is true and accurate.
- 1.4 Once a Booking Confirmation has been submitted and agreed by the Service Provider, you will be subject to the cancellation policy detailed in these Terms.

2. SUPPLY OF SERVICES

- 2.1 In supplying the Services, the Service Provider shall:
 - (a) perform the Services with reasonable care and skill;
 - (b) observe all reasonable safeguarding, health and safety rules and regulations and security requirements that apply to the Client and have been communicated to the Service Provider;
 - (c) maintain up to date safeguarding training, including valid DBS certification; and
 - (d) use its best endeavours to do all reasonable planning and preparation to ensure the Session meets the Client's specific needs (that are communicated in writing to the Service Provider).

- 2.2 The Service Provider cannot guarantee specific speakers or trainers at a Session and hereby reserves the right to change the speaker and trainers as and when required.
- 2.3 The Service Provider, its contributors, speakers, trainers or anyone else connected with the Service Provider, shall not be responsible for how you use the information shared in a Session once the Session has taken place.
- 2.4 Nothing in these Terms or in the delivery of any Session shall be deemed to create any contractual relationship, duty of care or obligation (whether in contract, tort or otherwise) between the Service Provider and any parent, guardian, student or other third party, all of whom are expressly excluded from the benefit of these Terms.
- 2.5 The Client acknowledges that the content of each Session is designed to be delivered interactively and in context, with age-appropriate explanation and professional facilitation, and that the Session Materials (as defined below) are not intended to be relied upon or interpreted in isolation.

3. CLIENT OBLIGATIONS

- 3.1 The Client will ensure that the Booking Confirmation is accurate and correct.
- 3.2 The Client will provide suitable safe premises and to provide all equipment requested by the Service Provider to facilitate the delivery of the Services. Equipment will be requested via email prior to the event.
- 3.3 The Client will ensure the Service Provider's speakers and trainers will always be accompanied by a member of the Client's staff when on site and that at least two suitably qualified members of staff (e.g. from the pastoral, wellbeing or PSHE team) are present throughout each Session.
- 3.4 The Client will maintain its own public liability insurances.
- 3.5 The Client shall pay the fees agreed with the Service Provider in a timely manner in accordance with the payment terms notified in the Booking Confirmation by the Service Provider.
- 3.6 It is the Client's responsibility to ensure compliance with all applicable statutory guidelines and regulatory requirements, including (without limitation) the RSHE guidelines as amended from time to time.
- 3.7 The Client must ensure that parents and guardians are proactively engaged and made aware of the content delivered in each Session.
- 3.8 The Client shall not and shall procure that all students, teachers, parents and any other individuals attending or accessing a Session (other than the Service Provider's personnel) (the "**Participants**") shall not copy, reference, picture, screenshot, record, reproduce, replicate, print, share or distribute or otherwise make available any of the materials, content or information shared or displayed as part of a Session by the Service Provider (the "**Session Materials**"), whether in whole or in part without the prior written consent of the Service Provider, except as required by copyright law. This obligation shall continue to be in effect after the end of a Session and will survive the cessation of the engagement between the Client and the Service Provider.
- 3.9 Where the Client is required under statutory guidance or inspection requirements to provide parents and guardians with access to Session Materials, such access shall be facilitated by the Client in a controlled manner as may be agreed from time to time between the Client and the Service Provider. Parents and guardians may view the Session Materials but may not copy, download, record, distribute, or otherwise reproduce them, except as expressly permitted by the Service Provider in writing.
- 3.10 The Client acknowledges that unauthorised copying or dissemination of the Session Materials may result in misinterpretation, reputational harm and loss to the Service Provider. Without prejudice to any other rights or remedies of the Service Provider, the Client shall indemnify and keep indemnified the Service Provider against all losses, liabilities, damages, costs (including reasonable legal costs), claims, demands, actions and expenses suffered or incurred by the Service Provider arising out of or in connection with any unauthorised copying, recording, sharing, dissemination or use of the Session Materials by the Client or any Participants, including (without limitation) any misinterpretation of the Session Materials, reputational harm, complaints, regulatory scrutiny or third-party claims.

- 3.11 The Client shall be responsible for notifying the Service Provider in writing, in advance, of any specific statutory or regulatory requirements, guidance, or Client policies with which the Service Provider must comply when conducting a Session.
- 3.12 The Client will cooperate with the Service Provider to provide all assistance and information required in a timely manner to enable the Service Provider to perform the Services efficiently and to the best of their ability. In particular, the Client will inform the Service Provider of any safeguarding or pastoral concerns that they are aware of within the school community.
- 3.13 The Client will ensure that their parent-school contract provides for the consent of the parents/guardians of the children to participate in the Session, or to ensure that they have the required consent in place before each Session. For the avoidance of any doubt, it is the responsibility of the Client to ensure all legal consents from parents\guardians are in place.
- 3.14 The Client will abide by all guidelines and rules notified at the beginning of each Session by the Service Provider in addition to the terms and conditions detailed in these Terms.
- 3.15 The Client agrees not to seek to employ or engage any of the Service Provider's speakers or trainers to provide additional or further services related to RSHE without obtaining the written consent of the Service Provider. Any additional or further services required by the Client will be booked through the Service Provider directly and shall not be done through a speaker or trainer of the Service Provider. This restriction shall continue to be in effect for a period of one (1) year after the date of the Clients last booking with the Service Provider.
- 3.16 The Client shall not, and shall procure that Participants do not, post, upload, publish or otherwise make available on social media platforms, websites, forums, messaging services or any public or private digital channel any part of a Session or any Session Materials, whether in audio, visual or written form, without the prior written consent of the Service Provider.
- 3.17 The Client shall promptly notify and escalate to the Service Provider any concerns or complaints raised by parents or guardians relating to the Sessions or the content delivered, whether raised before or after a Session. The Client shall provide the Service Provider with full details of the concern or complaint and give the Service Provider a reasonable opportunity to review the matter and provide a response.

4. PARENTAL RIGHT TO WITHDRAW CHILDREN FROM SESSIONS

- 4.1 According to the guidance in your country/the Client's RSHE policy, there may be the option for parents to withdraw their child from a Session. Should a parent wish to withdraw their child from participating in a Session, the Client must ensure that the child is not present at the Session.
- 4.2 A Session may incorporate elements of Relationships, Sex or Health Education topics. The Service Provider will select, discuss and agree all content for each Session with the Client before the delivery of a Session.
- 4.3 It is the responsibility of the Client to approve all the content of each Session before the delivery of a Session.
- 4.4 The Client acknowledges that parents and guardians are able to view Session content or Session Materials to comply with statutory guidance. Such access shall be facilitated solely by the Client and remain subject to copyright and intellectual property rights of the Service Provider detailed in these Terms. It is the Client's responsibility to inform parents or guardians and provide them with appropriate information regarding the content of each Session. The Client shall ensure that parents and guardians are aware that materials may not be reproduced, copied, shared, or distributed beyond this controlled viewing, except as permitted by law or with prior written consent of the Service Provider.

5. FEES AND PAYMENT

- 5.1 In consideration for the provision of the Services, the Client shall pay the Service Provider the agreed Fee as detailed in the Booking Confirmation in accordance with this clause 5.
- 5.2 The Service Provider shall submit invoices for the Fees.

- 5.3 The Client shall pay each invoice submitted to it by the Service Provider, within 14 days of receipt, to the bank account indicated on the invoice.
- 5.4 If the Client fails to make any payment due to the Service Provider under the Booking Confirmation by the due date for payment, then:
- (a) the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue at the rate of 4% a year above the Bank of England's base rate from time to time, but at a rate of 4% a year for any period when that base rate is below 0%; and
 - (b) the Service Provider may suspend all Services until payment has been made in full and will not be obligated to provide any Services to the Client until such time as payment is received.
- 5.5 All amounts due under the Booking Confirmation from the Client to the Service Provider shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5.6 Any expenses, such as travel and accommodation costs, incurred by the Service Provider will be charged to the Client and the Client will reimburse the Service Provider for all such expenses.
- 5.7 All payments made by the Client to the Service Provider are non-refundable unless detailed otherwise in these Terms.

6. CANCELLATION POLICY

- 6.1 If the Client cancels the confirmed booking detailed in the Booking Confirmation less than 4 weeks prior to the start date of a Session, the Client will be charged 50% of the Fee.
- 6.2 If the Client cancels the booking less than 2 weeks prior to the start date of a Session, the Client will be charged 100% of the Fee.
- 6.3 If there are extenuating circumstances (e.g. illness, school closures), then the Client must contact the Service Provider at the earliest opportunity and discuss options. It will be at the Service Providers discretion as to whether the Fee or part of the Fee should still be charged. The Client hereby acknowledges that any expenses already incurred by the Service Provider will be payable. The Client hereby agrees to pay any outstanding or additional amount due to the Service Provider in full.

7. LIMITATION OF LIABILITY

- 7.1 The Service Provider has insurance cover in respect of its own public liability and the Service Provider's total liability to the Client in respect of any claim arising from the Service or breach of these Terms (whether in contract, negligence or otherwise) shall not exceed the Fee detailed in the most recent Booking Confirmation.
- 7.2 In no event will the Service Provider be liable to the Client for any damages resulting from loss of goodwill, loss of revenues, loss of business, loss of profits or any incidental, indirect, special, exemplary, or consequential damages. This Clause 7 shall continue to be in effect after the end of a Session and will survive the cessation of the engagement between the Client and the Service Provider.
- 7.3 Nothing in this clause limits any liability which cannot legally be limited.

8. INTELLECTUAL PROPERTY

- 8.1 The Service Provider is the exclusive owner or licensee of material utilised in a Session (unless expressed otherwise) including without limitation any intellectual property rights in the printed, video, audio, digital and online material ("**Intellectual Property**").

- 8.2 Nothing contained in these Terms, nor the delivery of any Session, nor any access provided to Session Materials for the purposes of transparency, inspection or parental engagement shall be construed as granting to the Client, any participant, parent, guardian, or any connected companies, persons or entities, any right, title or interest in, or any licence (whether express or implied) to use, copy, download, reproduce, adapt, distribute, publish, communicate or otherwise exploit any Intellectual Property of the Service Provider any rights of ownership or by license or otherwise, expressly or impliedly to any Intellectual Property. For the avoidance of doubt, any access to Session Materials permitted under these Terms is strictly limited, non-transferable, revocable, and for viewing purposes only, and does not include any right to copy or share such materials except as expressly authorised in writing by the Service Provider.
- 8.3 The Service Provider reserves the right, acting reasonably, to refuse or place conditions on requests for copies or wider distribution of Session Materials where such disclosure could result in misuse, misinterpretation, reputational harm, or infringement of intellectual property rights, but shall not prevent access necessary for statutory RSHE transparency or parental engagement obligations.
- 8.4 This Clause 8 shall continue to be in effect after the end of a Session and shall survive the cessation of the engagement between the Client and the Service Provider.

9. GENERAL

9.1 Force majeure

Neither party shall be in breach of these Terms nor liable for a delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure results from events, circumstances or causes beyond its reasonable control.

9.2 Confidentiality

- 9.2.1 The Service Provider and the Client agree that the recipient party shall at all times keep confidential, and shall not use (other than strictly for the purposes of these Terms) and shall not, without the prior written consent of the disclosing party disclose to any third party any information, materials pricing, Intellectual Property, documentation or data of the disclosing Party (the “**Confidential Information**”).
- 9.2.2 Notwithstanding the above, the Client may disclose limited Confidential Information, including Session Materials, to parents or guardians solely where and to the extent required to comply with statutory guidance and inspection requirements, provided always that such disclosure is subject to appropriate restrictions preventing copying, recording, sharing or further dissemination and does not confer any intellectual property rights.
- 9.2.3 All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by a party from the disclosing party shall be returned promptly to the disclosing party on request.
- 9.2.4 This Clause 9 shall continue to be in effect after the end of a Session and will survive the cessation of the engagement between the Client and the Service Provider.

9.3 Collection of Data and Data Protection

- 9.3.1 The Service Provider uses a number of different data collection tools including Survey Monkey and Mentimeter to gather anonymous data. This is entirely optional. Clients and Participants of a Session can opt out of the process at any point. When collecting anonymous data in this manner, the Service Provider does not process or collect personal data.
- 9.3.2 The Service Provider shall retain ownership of all data submitted via a questionnaire or survey or Menti. You agree that this data submitted may be analysed and utilised by the Service Provider in future published work and shared on social media. Individuals will never be identifiable, and schools will always be anonymized when such data is shared, unless we have obtained your written consent to publish your name.
- 9.3.3 The Client hereby acknowledges and agrees that the Service Provider shall have a right to record, use and maintain an audio recording of each Session primarily for internal training, quality assurance, safeguarding and compliance

purposes only. Such recordings shall not be shared with third parties, published or used for marketing purposes and shall be retained securely in accordance with the Service Provider's Privacy Policy.

- 9.3.4 When booking a Session, the Client may be required to provide personal data to the Service Provider. In the event the Client shares any personal data with the Service Provider, the Client must ensure that they are sharing the personal data with the knowledge and express consent of the data subject or their parent\guardian and that the data subject and/or their parent/guardian are aware of the nature of the use of their personal data provided to the Service Provider.
- 9.3.5 The Client shall inform the Service Provider if it becomes aware of any change in the personal data shared with the Service Provider (if any).
- 9.3.6 The Service Provider shall not be liable for claims resulting from any personal data shared by the Client with the Service Provider.
- 9.3.7 For the purposes of applicable data protection legislation, including the UK GDPR and the Data Protection Act 2018, the Client acts as an independent data controller in respect of any personal data relating to students, parents or guardians processed in connection with the booking and delivery of the Services. The Service Provider acts as an independent data controller in respect of any personal data it processes for its own administrative, safeguarding, training, quality assurance or legal compliance purposes. Nothing in these Terms shall be construed as creating a data processing relationship between the parties.
- 9.3.8 The Client and the Service Provider shall implement appropriate technical and organisational measures to protect any personal data it processes against unauthorised or unlawful processing and against accidental loss, destruction or damage, having regard to the nature of the data and the risks involved.
- 9.3.9 The Client is required to refer to the Service Provider's Privacy Policy found on their website for further information on data collection and data protection.

9.4 Severance

Notwithstanding that the whole or any part of any provision of the Terms may prove to be illegal or unenforceable, the other provisions of the Terms and the remainder of the provision in question shall remain in full force and effect.

9.5 Governing Law and Jurisdiction

- 9.5.1 These Terms will be governed and construed in accordance with the laws of England and Wales.
- 9.5.2 Any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be subject to the exclusive jurisdiction of the English Courts.