

# **Service Agreement**

**Between**

**The Child's Perspective Limited**

**And**

**[Client]**

This agreement is made on the \_\_\_ / \_\_\_ / \_\_\_\_\_

**Between:**

- (1) The Child's Perspective Limited of % Claremont House, 1 Market Square, Bicester, Oxfordshire. OX26 6AA Company registered in England and Wales under Companies House Number 13985449 ("the Service Provider") and
- (2) [Family Name] of [Address] ("the Client")

The Service Provider provides supports to Parents and Guardians with children who have behavioural difficulties. The Service Provider supports parents and Guardians with interim support in a virtual setting.

**1. Definitions**

- |                             |                                                                                                     |
|-----------------------------|-----------------------------------------------------------------------------------------------------|
| <b>'Client'</b>             | The parent or guardian of a child who is need of the services of the Service Provider.              |
| <b>'Child'</b>              | Minor whose parents or guardians are the Client.                                                    |
| <b>'Discovery Meeting'</b>  | A fact finding meeting which is held virtually with the Clients in relation to the Child.           |
| <b>'Prospective Client'</b> | Any Client which is not an existing client and who has not been a client for a period of 12 months. |
| <b>'GDPR'</b>               | General Data Protection Regulation (EU 2016/679)                                                    |
| <b>'Complaint'</b>          | Any individual expressing dissatisfaction regarding the Service of the Service Provider.            |

1.1 Unless otherwise stated:-

- 1.1.1 'writing' means any communication e.g. email, SMS, any Social Media Notification or similar;
- 1.1.2 'this Agreement' is reference to this Agreement and any attachments to the Agreement;

1.2 In the Agreement;

- 1.2.1 any words introducing a singular means also the plural and vice versa;
- 1.2.2 any words referring to any gender includes the opposite gender.

**2. Starting with the Service Provider**

- 2.1 Before the Service Provider can start servicing the Client, Fees which are outlined in clause 6 will need to be fulfilled.
- 2.2 If the Client has any information pertaining to the Child which can be used in reference to the services which will be provided, this needs to be sent to the Service Provider before the Discovery Meeting.

### **3. Obligations of the Service Provider**

- 3.1 To keep a record of all hours worked and all notes which have been made.
- 3.2 To provide a detailed report subsequent to a Discovery Meeting to the Clients within an agreed timescale.
- 3.3 To keep the Client updated if there is any change to the Service Provider or the services which are provided.
- 3.4 To advise the Client if the Service Provider is unavailable for the Discovery Meeting within a reasonable time.
- 3.5 To advise the Client if there are any safeguarding issues which need to be reported.
- 3.6 To report any Safeguarding issues in a timely manner.
- 3.7 To ensure that all material pertaining to the Client and the Child is kept within the GDPR.

### **4. Obligation of the Client**

- 4.1 To ensure all information pertaining to the Child is passed to the Service provider within a timely manner.
- 4.2 To ensure that the Service providers Fees are paid before the Discovery Meeting.
- 4.3 To ensure that the Service provider do not have any interaction with the Child at any time.

### **5 Communication**

- 5.1 All communication is to take place via email.
- 5.2 The Service Provider will not accept videos of the Child/identify the Child via any method, if the Service Provider receives any images pertaining to the Child, this will be classed as a breach and a refund will not be issued.

### **6 Fees and Payments**

- 6.1 The payment due is [£0.00].
- 6.1 It is the Client's obligation to ensure that the payment has cleared before the Discovery Call. If payment has not cleared then the Service Provider will postpone the Discovery Meeting until funds have been cleared.
- 6.4 All payments must be made to the Service Provider by BACS.
- 6.5 If Clients are paying by cheque then this form of payment will be subject to additional charges.
- 6.6 If there is an ongoing complaint, payment will still be due.

## **7 Relationship of the Parties**

7.1 Nothing in this Agreement shall create, or be regarded to create, a partnership between the parties

7.4 The Client shall have no right or authority to and shall not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the Service Provider or bind the Service Provider in any way.

## **8 Online Consultations**

8.1 The Service Provider reserves the right to carry out consultations via an online platform such as but not limited to Zoom, Teams etc only.

8.2 The Service Provider will record all Discovery Meetings and the Client will be asked for consent when the recording takes place. If consent to record is not given the hand made notes will be the sole reference for the Service provider.

## **9 Cancellations**

9.1 If the Client cancels the Discovery Meeting or any subsequent meetings which have been discussed and organised, the payment is still due and will not be refunded.

9.2 If the Service Provider cancels a discovery Meeting or any subsequent meetings which have been organised, the Fee will not be refunded.

## **10 Confidentiality**

10.1 Each Party ('Receiving Party') shall keep the confidential information of the other Party ('Supplying Party') confidential and secret, whether disclosed to or received by the Receiving Party. The Receiving Party shall only use the confidential information of the Supplying Party for the purpose of performing the Receiving Party's obligations under the Agreement. The Receiving Party shall inform its officers, employees and agents of the Receiving Party's obligations under the provisions of this clause, and ensure that the Receiving Party's officers, employees and agents meet the obligations.

10.2 'Confidential Information' means all information relating to the Supplying Party which might fairly be considered to be of a confidential nature and includes, but is not limited to:

10.2.1 information of whatever nature, without limitation, which is obtained in any form by the Receiving Party from the Supplying Party or its advisers, or by observations during visits, or by demonstrations;

10.2.2 information of whatever nature relating to the business activities, practices and finances of the Supplying Party ;

10.2.3 any evaluation material, design work, strategic plans and ideas, innovations, creative plans, concepts and ideas and any other plans or ideas developed by the Supplying or on its behalf whether relating specifically to the Services or otherwise;

10.2.4 any information derived from the information falling within (i), (ii) or (iii) above; any copy of any of the foregoing; and

10.2.5 the fact that discussions are taking place between the parties to this Agreement

but does not include information which is:

10.2.6 publicly available, other than as a result of this Agreement; or

- 10.2.7 lawfully available from a third party free from any confidentiality restriction; or  
10.2.8 provided by the Supplying Party and marked 'Non Confidential'; or  
10.2.9 required by law or regulation to be disclosed, but to the absolute minimum necessary and provided that the Supplying Party is first consulted to establish whether and if so how far it is possible to prevent or restrict such enforced disclosure.
- 10.3 If there is any doubt as to whether any particular information constitutes Confidential Information written confirmation is to be obtained from the Supplying Party.
- 10.4 The obligations in this clause shall not apply to any information which:  
i) was known or in the possession of the Receiving Party before it was provided to the Receiving Party by the Supplying Party;  
ii) is, or becomes, publicly available through no fault of the Receiving Party;  
iii) is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;  
iv) was developed by the Receiving Party (or on its behalf) who had no direct access to, or use or knowledge of the confidential information supplied by the Supplying Party; or  
v) is required to be disclosed by order of a court of competent jurisdiction.

## 11 Non Circumvention

The Service Provider and Client agree not to avoid or attempt to avoid the requirements of this Agreement, including but not limited to those requirements regarding the payment to the Service Provider, and affirm that in every case that they will act with the highest standards of ethics in their dealings with each other.

## 12 Complaint Procedure

The Service Provider and Client agree to follow the Complaint Procedure detailed in Schedule 2.

## 13 Data Protection

### 13.1 In this Clause 13:

13.1.1 "Data Protection Legislation" means 1) unless and until GDPR is no longer directly applicable in the UK, GDPR and any national implementing laws, regulations, and secondary legislation (as amended from time to time), in the UK and subsequently 2) any legislation which succeeds GDPR;

13.1.2 "GDPR" means EU Regulation 2016/679 General Data Protection Regulation; and

13.1.3 "personal data" means personal data as defined in the Data Protection Legislation.

13.2 All personal data that either Service Provider or the Client ("First Party") may use will be collected, processed, and held by that First Party in accordance with the provisions of Data Protection Legislation and the rights under the Data Protection Legislation of the other party being, as the case may be, either the Service Provider or the Client ("Other Party") and the rights under the Data Protection Legislation of any third party.

13.3 For complete details of the First Party's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Other Party's and any third party's rights and how to exercise them, and personal data sharing (where applicable), the Other Party should refer to the Privacy Notice of the First Party. The respective Privacy Notices of each Party are attached in Schedule 1

13.4 All personal data to be shared by the First Party with the Other Party under this Agreement shall be shared in accordance with the terms of the Data Sharing Agreement entered into by the Parties on [add date] pursuant to this Agreement.

## 14 Termination

14.1 Without prejudice to the other remedies or rights a Party may have, this Agreement may be terminated:

14.1.1 forthwith by either party if the other commits any material breach of any term of these Conditions and which (in the case of a breach capable of being remedied) shall not have been remedied within twenty one (21) days of a written request to remedy the same;

14.1.2 any time after the Discovery Meeting by either party upon service of the following period of notice in writing to the other:

1 month;

14.1.3 forthwith by the Service Provider if the Client fails to make payment of any sums within 14 days of such sums falling due;

14.1.4 forthwith by either party if the other shall become unable to pay its debts or otherwise suffer insolvency events;

14.1.5 forthwith by the Service Provider upon notice to the Client in the event that the Client or its employees or agents shall engage in any conduct prejudicial to the business of the Service Provider or in the event that the Service Provider considers that a conflict or potential conflict of interest has arisen between the parties.

14.2 On termination of this Agreement, the Client shall pay for all Services provided up to the date of termination, and for all expenditure falling due for payment after the date of termination from commitments reasonably and necessarily incurred by the Service Provider for the performance of the Services prior to the date of termination.

14.3 Any termination of the Agreement pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to under the Agreement or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

## 15 General

### 15.1 Force majeure

Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement 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 6 months, either Party may terminate this Agreement by written notice to the other Party.

### 15.2 Amendments

This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.

### 15.3 Assignment

Subject to the following sentence, neither Party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other Party. A Party may, however, assign and transfer all its rights and obligations under this Agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other Party to be bound by the obligations of the assignor under this Agreement.

### 15.4 Entire agreement

This Agreement contains the whole agreement between the Parties in respect of the provision of the specified Services and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject matter. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

### 15.5 Waiver

No failure or delay by the Service Provider in exercising any right, power or privilege under this Agreement 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 this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

### 15.6 Further assurance

Each Party to this Agreement shall at the request and expense of the other execute and do any deeds and other things reasonably necessary to carry out the provisions of this Agreement or to make it easier to enforce.

### 15.7 Severance

If any provision of this Agreement 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 this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

### 15.8 Announcements

No Party shall issue or make any public announcement or disclose any information regarding this Agreement unless prior to such public announcement or disclosure it furnishes the other Party with a copy of such announcement or information and obtains the approval of the other Party to its terms. However, no Party shall be prohibited from issuing or making any such public announcement or disclosing such information if it is necessary to do so to comply with any applicable law or the regulations of a recognised stock exchange.

## 16 Jurisdiction

16.4 This Agreement shall be governed and construed in accordance with the Laws of England and Wales

16.5 In relation to any legal action or proceedings to enforce this Agreement or arising out of or in connection with this Agreement each of the parties irrevocably submits to the exclusive jurisdiction of the English and Welsh courts and waives any objection to proceedings in such courts.

## 17 Third Parties

For the purposes of the Agreements (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this Agreement this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

This Agreement is witnessed by

SIGNED

[Name and Title of person signing for the Service Provider]  
for and on behalf of The Child's Perspective Limited

SIGNED

[Name and Title of person signing for Client]  
for and on behalf of [Client Name]



Schedule 1  
Privacy Notice

Service Provider Privacy Notice

The Child's Perspective Limited understands that your privacy is important to you and that you care about how your personal data is used. We respect and value the privacy of all of our Clients and will only collect and use personal data in ways that are described here, and in a way that is consistent with our obligations and your rights under the law.

**1. Information About Us**

A Limited Company with the trading address of % Claremont House, 1 Market Square, Bicester, Oxfordshire. OX26 6AA  
Data Protection Officer: Carolyn Maxwell  
Email address: thechildsperspective@gmail.com  
Telephone number: 07746756871  
Postal address: % Claremont House, 1 Market Square, Bicester, Oxfordshire. OX26 6AA

**2. What Does This Notice Cover?**

This Privacy Information explains how we use your personal data: how it is collected, how it is held, and how it is processed. It also explains your rights under the law relating to your personal data.

**3. What Is Personal Data?**

Personal data is defined by the General Data Protection Regulation (EU Regulation 2016/679) (the "GDPR") and the Data Protection Act 2018 (collectively, "the Data Protection Legislation") as 'any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier'.

Personal data is, in simpler terms, any information about you that enables you to be identified. Personal data covers obvious information such as your name and contact details, but it also covers less obvious information such as identification numbers, electronic location data, and other online identifiers.

The personal data that we use is set out in Part 5, below.

**4. What Are My Rights?**

Under the Data Protection Legislation, you have the following rights, which we will always work to uphold:

- a) The right to be informed about our collection and use of your personal data. This Privacy Notice should tell you everything you need to know, but you can always contact us to find out more or to ask any questions using the details in Part 11.
- b) The right to access the personal data we hold about you. Part 10 will tell you how to do this.
- c) The right to have your personal data rectified if any of your personal data held by us is inaccurate or incomplete. Please contact us using the details in Part 11 to find out more.
- d) The right to be forgotten, i.e. the right to ask us to delete or otherwise dispose of any of your personal data that we hold. Please contact us using the details in Part 11 to find out more.

- e) The right to restrict (i.e. prevent) the processing of your personal data.
- f) The right to object to us using your personal data for a particular purpose or purposes.
- g) The right to withdraw consent. This means that, if we are relying on your consent as the legal basis for using your personal data, you are free to withdraw that consent at any time.
- h) The right to data portability. This means that, if you have provided personal data to us directly, we are using it with your consent or for the performance of a contract, and that data is processed using automated means, you can ask us for a copy of that personal data to re-use with another service or business in many cases.
- i) Rights relating to automated decision-making and profiling. We do not use your personal data in this way.

For more information about our use of your personal data or exercising your rights as outlined above, please contact us using the details provided in Part 11.

It is important that your personal data is kept accurate and up-to-date. If any of the personal data we hold about you changes, please keep us informed as long as we have that data.

Further information about your rights can also be obtained from the Information Commissioner's Office or your local Citizens Advice Bureau.

If you have any cause for complaint about our use of your personal data, you have the right to lodge a complaint with the Information Commissioner's Office. We would welcome the opportunity to resolve your concerns ourselves, however, so please contact us first, using the details in Part 11.

## **5. What Personal Data Do You Collect and How?**

Depending upon your use of Our Site, we may collect and hold some or all of the personal and non-personal data set out in the table below, using the methods also set out in the table. We do not collect any 'special category' or 'sensitive' personal data, personal data relating to children, data relating to criminal convictions and/or offences.

### **Data Collected and How We Collect the Data**

Name, title, date of birth,  
Method of collection would be via forms, data collection on social media.

Contact information including address, email address, telephone number.  
Method of collection would be via forms, data collection on social media.

Business information including business name, job title.  
Method of collection would be via forms, data collection on social media.

Payment information including, bank account numbers.  
Forms

## 6. How Do You Use My Personal Data?

Under the Data Protection Legislation, we must always have a lawful basis for using personal data. The following table describes how we may use your personal data, and our lawful bases for doing so:

What we do	What Data we use	Our Lawful Basis
Administering our business.		
Supplying our services to you.	Your name, address, email and phone number	To provide you with up to date information
Managing payments	Your name, address, account number	To receive funds for our services
Communicating with you	Your Name, address, email address and telephone number	To keep you updated about products and services and changes to the business.

With your permission and/or where permitted by law, we may also use your personal data for marketing purposes, which may include contacting you by email, telephone, text message and post with information, news, and offers on our products and services. You will not be sent any unlawful marketing or spam. We will always work to fully protect your rights and comply with our obligations under the Data Protection Legislation and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and you will always have the opportunity to opt-out. We will always obtain your express opt-in consent before sharing your personal data with third parties for marketing purposes and you will be able to opt-out at any time.

## 7. How Long Will You Keep My Personal Data?

We will not keep your personal data for any longer than is necessary in light of the reason(s) for which it was first collected. Your personal data will therefore be kept for the following periods (or, where there is no fixed period, the following factors will be used to determine how long it is kept):

We will only keep your personal data for the duration of the contract with the company.

## 8. How and Where Do You Store or Transfer My Personal Data?

We will only store or transfer your personal data within the UK. This means that it will be fully protected under the Data Protection Legislation.

## 9. Do You Share My Personal Data?

We will not share any of your personal data with any third parties for any purposes, subject to the following exception[s].

If we sell, transfer, or merge parts of our business or assets, your personal data may be transferred to a third party. Any new owner of our business may continue to use your personal data in the same way(s) that we have used it, as specified in this Privacy Policy.

In some limited circumstances we may be legally required to share certain personal data, which might include yours, if we are involved in legal proceedings or complying with legal obligations, a court order, or the instructions of a government authority.

## 10. How Can I Access My Personal Data?

If you want to know what personal data we have about you, you can ask us for details of that personal data and for a copy of it (where any such personal data is held). This is known as a “subject access

request”.

All subject access requests should be made in writing and sent to the email or postal addresses shown in Part 11.

There is not normally any charge for a subject access request. If your request is ‘manifestly unfounded or excessive’ (for example, if you make repetitive requests) a fee may be charged to cover our administrative costs in responding.

We will respond to your subject access request within one month and, in any case, not more than one month of receiving it. Normally, we aim to provide a complete response, including a copy of your personal data within that time. In some cases, however, particularly if your request is more complex, more time may be required up to a maximum of three months from the date we receive your request. You will be kept fully informed of our progress.

## **11. How Do I Contact You?**

To contact us about anything to do with your personal data and data protection, including to make a subject access request, please use the following details (for the attention of Carolyn Maxwell)

Email address: [thechildsperspective@gmail.com](mailto:thechildsperspective@gmail.com)

Telephone number: 07746756871

Postal Address: % Claremont House, 1 Market Square, Bicester, Oxfordshire. OX26 6AA

## **12. Changes to this Privacy Notice**

We may change this Privacy Notice from time to time. This may be necessary, for example, if the law changes, or if we change our business in a way that affects personal data protection.

Any changes will be made available from Carolyn Maxwell. This Privacy Notice was last updated in April 2022.

## Schedule 2

### Complaints Procedure

Complaints can only be made in writing.

All details of the complaint will be recorded, and all the evidence will be collated.

A response will be issued within 10 days from the date the complaint is received.

If there is a delay in collating a response then a holding letter will be sent to the Client advising of the delay.

If a complaint is in progress then payment is still due and work on the Clients contract will still continue.

