



## The Inclusion Project's Terms & Conditions

### 1. THESE CONDITIONS

The Conditions set out below govern the terms on which we will provide our services to you. These Conditions also set out how we will provide the services to you, how either party may end the contract and other important information. When you sign up for our services, you agree to be bound by these Conditions. Please read them through so that you are aware of our Conditions. We may update these Conditions from time to time, so please check them each time you make a booking with us. They can be found via a link on our website; and a link to them is sent to you in your Session Booking Reminder and Pre-Session Plan Emails.

### 2. WHO WE ARE AND HOW TO CONTACT US

- 2.1 We are The Inclusion Project Limited (referred to as “**The Inclusion Project**”, “**TIP**”, “**we**”, “**us**”, “**our**”, the “**Provider**” in these Conditions), a company registered and incorporated in England and Wales with company number 10121567. Our registered office is at The Inclusion Project Office, Regus, 2 Falcon Gate, Welwyn Garden City, Hertfordshire, AL7 1TW.
- 2.2 Our contact telephone number is 07545 685414 and our email address is [info@inclusionproject.co.uk](mailto:info@inclusionproject.co.uk).
- 2.3 Simon Jackson-Turner operates as The Inclusion Project Limited and The Inclusion Project Franchising Limited, (a company registered and incorporated in England and Wales with company number 10709240, with the registered address of The Inclusion Project Office, Regus, 2 Falcon Gate, Welwyn Garden City, Hertfordshire, AL7 1TW), and has individual Franchisees and Group Leaders who follow The Inclusion Project model.
- 2.4 The Inclusion Project is a social based service to provide support through activities that promote social interaction and an active lifestyle for post-16 adults living with learning disabilities and/or autism. The Inclusion Project operates every week of the calendar year except for the fourth week in December. We offer a service seven days a week, both day and evening sessions.
- 2.5 We are authorised and regulated by the Care Quality Commission (“**CQC**”) and our CQC provider registration number is 1-3860082964. We have been awarded an overall CQC rating of “Outstanding”. A copy of our most recent CQC Inspection Report can be viewed at <https://www.cqc.org.uk/location/1-4606306855>.
- 2.6 We comply with the requirements of the Health and Social Care Act 2008 (Regulated activities 2010) (Amended 2014) and aim to exceed its regulatory standards by setting ourselves exceptionally high compliance expectations in the quality of service we provide.
- 2.7 If we need to contact you, we will do so by telephone or by writing to you using the email or postal address provided to us by you.
- 2.8 This Agreement is made between (1) the Provider and (2) the Participant and/or the Account Holder and/or the person completing the Participant Information and Joining Form and signifying agreement to our Terms and Conditions.

### 3. INTERPRETATION

#### 3.1 Definitions:

<b>“Account Holder” / “you” / “your”</b>	the person or organisation who purchases the Services from us, who is responsible for paying our invoices (and who may also be the Participant, where the Participant is funding the Services themselves). The person may be responsible for Participants’ direct payments, personal independence payments, personal budgets, finances, and to whom our invoices for our Services are sent.
<b>“Agreement”</b>	the Agreement between The Inclusion Project and the Account Holder for the provision of the Services, comprised of: these Terms and Conditions; the Booking Forms as the Participant Information and Joining Form with Personalised Risk Assessments (signed by the Account Holder); the Area Manager Meet and Greet Form co-produced with you; the Session Booking Reminder / Confirmation Email; and the Pre-Session Plan Email, as defined in clause 4.3.
<b>“Applicable Laws”</b>	all applicable laws, statutes, regulations and standards applying to the person or circumstances in question, including standards imposed by or notices issued by any governmental or regulatory authorities (including, but not limited to, the CQC) and all generally applicable industry standards as amended from time to time.
<b>“Area Manager”</b>	the Franchisees of The Inclusion Project Franchising Ltd (a company under common ownership with The Inclusion Project) who are responsible for providing certain aspects of the Services pursuant to an agreement made between The Inclusion Project and The Inclusion Project Franchising Ltd, including: assessments, care planning and reviews, risk assessments, target setting, co-producing Care Plans; responsible for and in administering safeguarding, health and safety, and managing Group Leaders, within their areas, acting as Area Managers for specific postcode areas on behalf of The Inclusion Project.
<b>“Assessment Period”</b>	has the meaning set out in clause 5.1.
<b>“Booking Confirmation”</b>	has the meaning set out in clause 4.2.
<b>“Booking Form”</b>	the Account Holder’s order for the Services.
<b>“Business Day”</b>	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
<b>“Care Plan”</b>	the information we have about the Account Holder/Participant gained from the joining process, comprised of: Referral Form, Participant Information

and Joining Form, Personalised Risk Assessments, and the Meet and Greet co-produced information forms. You may also have a care plan drawn up from your assessment by your local authority which can be added to our records, with your consent. The Pre-Session Plan Email provides a link for you to be able to amend the Care Plan; all our forms with information you provide us with can be changed, amended or updated at any time.

<b>“Commencement Date”</b>	has the meaning set out in clause 4.5, and is the date of the Participant’s first Session.
<b>“Conditions”</b>	the terms and conditions set out in this document.
<b>“Consumer”</b>	a natural person acting for purposes outside their trade, business or profession.
<b>“Data Protection Legislation”</b>	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications), and any laws implementing, replacing or supplementing the same.
<b>“Engage”</b>	the hiring or use of a Group Leader or engagement directly or indirectly other than through The Inclusion Project (whether for a definite or indefinite period or on a full-time or part-time basis) resulting from or in connection with the provision of Services to the Account Holder or Participant and the terms <b>Engaged</b> or <b>Engagement</b> shall be construed accordingly.
<b>“Fees”</b>	the fees payable by the Account Holder for the provision of the Services as defined in clause 10.1.
<b>“Group Leader”</b>	consultants of The Inclusion Project who are engaged on a contracted basis in the provision of the Services from time to time including, but not limited to, adult social care workers, support workers, instructors, carers, franchisees/Area Managers and contractors.
<b>“Introduction”</b>	the provision to a third party of the contact details of a Group Leader. <b>Introduce</b> , <b>Introduces</b> , and <b>Introduced</b> shall be interpreted accordingly.
<b>“Introduction Fee”</b>	has the meaning set out in section 15.2.

<b>“Meet and Greet”</b>	refers to further information forms completed by the Area Manager when they visit you / the Account Holder / the Participant; and along with the information contained on the Referral Form, Participant Information and Joining Form, Personalised Risk Assessments and Pre-Session Plan Email, combine to make The Inclusion Project’s comprehensive co-produced Care Plan.
<b>“Participant”</b>	in the event the Services are provided otherwise than to the Account Holder, the individual who is the end user of the Services. The Participant may also be referred to in our documentation as the “Service User” or the “Client”.
<b>“Participant Activity Log”</b>	a log recording completed by the Group Leader following each Session to document the progress made by the Participant / Account Holder and emailed to the Account Holder / Participant after the Sessions.
<b>“Participant Information and Joining Form”</b>	is the foundation of The Inclusion Project’s Care Plan that is completed by the Account Holder and/or Participant and/or with an Area Manager; it consists of questions asking for information about the Participant that The Inclusion Project needs, to be able to provide our Services, including Personalised Risk Assessments. It can be updated online, accessed via our web site, at any time.
<b>“Personalised Risk Assessments”</b>	accompany both our Participant Information and Joining Form and our Meet and Greet Form, and can be updated by all parties online via our website.
<b>“Pre-Session Plan Email”</b>	is sent out prior to Sessions detailing the plan for the Session; and includes a link for you to use to change the Session Plan, if required.
<b>“Prices”</b>	the hourly rates for the Sessions as detailed on enquiry, and as amended from time to time.
<b>“Referral Form”</b>	means the Referral Form found online from our website, completed as the initial contact with The Inclusion Project.
<b>“Services”</b>	the social care services and social programmes (which may include the regulated activity of personal care) for adults over the age of 16 with learning disabilities and/or autism provided by The Inclusion Project; community-based or within Participants’ home residences, as more particularly set out in the Pre-Session Plan Email and Booking Confirmation Email.
<b>“Session”</b>	a Session during which the Services are supplied which shall, unless otherwise agreed between the parties, be for a period of one day (usually seven hours) or an evening (usually four hours), with The

Inclusion Project or subsidiaries, but can be individually negotiated e.g. in providing respite care, or independent living support.

**“Session Booking Reminder Email”**

has the meaning set out in clause 4 and is the Account Holder’s order for the Services, unless cancelled as set out in clause 11.

3.2 Interpretation:

- 3.2.1 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 3.2.2 any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 3.2.3 a reference to **writing** or **written** includes emails but not fax.
- 3.2.4 clause headings are for convenience only and shall not affect the interpretation of this Agreement.

**4. BASIS OF AGREEMENT**

4.1 This contractual Agreement shall comprise of these Conditions agreed to by the Account Holder; the Booking Form (Participant Information and Joining Form with Personalised Risk Assessments) signed by the Account Holder; the Booking Confirmation (Session Booking Reminder, and Pre-Session Plan Emails with links to these Terms and Conditions included). Confirmation of agreeing to this Agreement is made by Account Holders / Participants with each booking for the Services. If there is any conflict or ambiguity, unless otherwise expressly stated, the order of precedence shall be:

- 4.1.1 the Booking Confirmation (Session Booking Reminder and Pre-Session Plan Emails);
- 4.1.2 the Booking Form (Participant Information and Joining Form with Personalised Risk Assessments);
- 4.1.3 these Conditions,

to the extent of such conflict or ambiguity.

4.2 A Booking Form constitutes an offer by the Account Holder to purchase the Services in accordance with these Conditions. Not cancelling a Session booking after receipt of the Session Booking Reminder E-mail constitutes an offer by the Account Holder to purchase the Services in accordance with these Conditions. The Account Holder is responsible for ensuring that the terms of the Booking Form (Participant Information and Joining Form and Personalised Risk Assessments) as signed and submitted by the Account Holder or the Participant (as the case may be) are complete and accurate.

4.3 A Session Booking Reminder Email sent two calendar days prior to the arranged session shall be deemed to be accepted if The Inclusion Project does not receive a

cancellation before this. After receipt of the Session Booking Reminder Email, the Agreement shall come into existence. A Booking shall only be deemed to be accepted when The Inclusion Project issues a written acceptance of the Booking (the “**Booking Confirmation**”) after receipt of the Booking, at which point the Agreement shall come into existence.

4.4 The Booking Confirmation shall set out the following information:

4.4.1 the Session which we have agreed to provide to you;

4.4.2 whether the Session is to be provided on a one to one basis;

4.4.3 the Fees payable for the Session; and

4.5 This Agreement will commence on the date of the first Session, as stated in the Booking Confirmation (the “**Commencement Date**”). This Agreement underpins the Service provision in our Sessions; in agreeing to the Booking of a Session, you are agreeing to accept our Terms and Conditions with each booking acceptance confirmation.

4.6 Any descriptive matter or advertising issued by us, and any descriptions contained in our newsletters, “Welcome Guide” or on our website, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Agreement or have any contractual force.

4.7 These Conditions apply to the Agreement to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

## 5. THE ASSESSMENT PERIOD

5.1 The first month of the term of this Agreement shall be the period during which the Account Holder or the Participant (as the case may be) can decide if the Services are right for them (the “**Assessment Period**”). During the Assessment Period, either party may terminate the Agreement with immediate effect by giving notice to the other party.

5.2 In the event of either or both of the parties choosing to terminate this Agreement within the Assessment Period, we will provide the Account Holder with information about alternative providers of services similar to the Services and will provide support to the Account Holder in making a choice of alternative service, as well as supporting the transfer to an alternative provider.

5.3 If neither party has elected to terminate the Agreement in accordance with clause 5.1 during the Assessment Period, the Assessment Period will be deemed to have been completed.

5.4 If either party wishes to terminate the Agreement after the Assessment Period has ended, this may only be done subject to clause 12.

## 6. SUPPLY OF SERVICES

6.1 The Inclusion Project offers group-based Sessions of a usual ratio of up to three Account Holders/Participants to one Group Leader, unless specified otherwise in the Booking process as requiring a one to one ratio, or other ratio requirements. The Inclusion Project reserves the right to increase the ratio of Account

Holders/Participants to Group Leaders from 3:1 where it is reasonably necessary to do so or in the case of emergency. In such circumstances, the ratio may be up to four Account Holders/Participants to one Group Leader.

- 6.2 We will supply the Services to you in accordance with the Pre-Session Plan E-mail and the Session Booking Reminder E-mail (Booking Confirmation), as well as in accordance with progressive outcome based, social targets set in the Participant Information and Joining Form and at the Area Manager Meet and Greet Booking Forms in all material respects.
- 6.3 We will use all reasonable endeavours to meet any performance indicators for the Services as specified by us, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 6.4 We warrant to you that the Services will be provided using reasonable care and skill.
- 6.5 We will send you a reminder email at least two days prior to each Session. This reminder email shall contain the following information:
  - 6.5.1 what to expect from the Session, including details of planned activities;
  - 6.5.2 timings of the Session;
  - 6.5.3 whether the Session is to be provided on a one to one basis, or for the Participant as part of a group;
  - 6.5.4 Fees payable for the Sessions;
  - 6.5.5 a link to Group Leader and Area Manager contact details;
  - 6.5.6 a link to The Inclusion Project Terms and Conditions;
  - 6.5.7 how to cancel the Session in accordance with clause 11, with a link to facilitate you being able to do this; and
  - 6.5.8 what to do should you not receive a Pre-Session Plan Email;
- 6.6 In performing the Services we will:
  - 6.6.1 ensure that the Participant Activity Log is created and sent to you by the relevant Group Leader following each Session;
  - 6.6.2 use our best endeavours to respect the Account Holder's/the Participant's rights, particularly by observing the values of safety, care, privacy, dignity, respect, independence, choice, civil rights, security and fulfilment, designed to be personalised, person-centred, self-controlled, co-produced care provision and updated / changed along with progressions;
  - 6.6.3 offer care which reflects the Account Holder's/the Participant's expressed needs and preferences and, in particular we will work with the Account Holder/the Participant and their family, and any appropriate external social or health care professionals to carry out an assessment of your needs and preferences for care which we will record in a Care Plan;
  - 6.6.4 ensure that, where the Participant is not also the Account Holder, we obtain the Participant's consent prior to commencing performance of the Services, and we will seek your consent before providing any personal care for you;

- 6.6.5 ensure that all personnel involved in the provision of the Services, including Group Leaders and Area Managers, have suitable skills and experience to enable them to perform the tasks assigned to them in providing care that is appropriate and safe;
  - 6.6.6 enable Participants, Group Leaders and Area Managers, regardless of age, disability, gender, ethnicity, religion, sexual orientation, or identity, to have the right to equal protection from all types of harm or abuse;
  - 6.6.7 enable and support the Account Holder/the Participant to have autonomy, and be involved in decisions about the planning;
  - 6.6.8 use our best endeavours to design the Services with a view to ensuring the Account Holder's/the Participant's wellbeing;
  - 6.6.9 use our best endeavours to make reasonable adjustments to the Services, where required, to meet the individual needs of the Account Holder/the Participant; and
  - 6.6.10 assess the risks to the Account Holder/the Participant safety of receiving our Services and use our reasonable endeavours to mitigate such risks.
- 6.7 If you do not allow us, our representative, employees, Group Leaders or Area Managers access to the premises at which the Services are performed, we may charge you for any additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to rearrange access to the premises within a reasonable time frame, we may terminate the Agreement.
- 6.8 Any additional Services to be provided beyond those set out in the Session Booking Reminder Email and the Pre-Session Plan Email shall be charged at our standard Fee rates.

## **7. YOUR OBLIGATIONS**

- 7.1 You will:
- 7.1.1 ensure that the terms of the Referral Form, Participant Information and Joining Form and Personalised Risk Assessments, information provided at the Area Manager Meet and Greet, and any information you provide in updating social targets, Risk Assessments and other information about the Participant are complete, accurate and not misleading;
  - 7.1.2 co-operate with us in all matters relating to the Services;
  - 7.1.3 provide us with such information as we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
  - 7.1.4 inform us and keep us informed of all information which may be relevant to the Care Plan (assessed by Area Managers, co-produced with Participants and/or Account Holders, including Personalised Risk Assessments and target setting for measuring outcomes as progression) including, but not limited to, Participants' likes, dislikes, allergies, and lifestyle preferences, physical and medical conditions.

- 7.1.5 bring any equipment to the Session as we may have specified in writing prior to the Session;
  - 7.1.6 obtain and maintain all necessary funding, permissions and consents which may be required for the Services before the date on which the Services are to start;
  - 7.1.7 ensure that, where the Account Holder is not also the Participant, a named responsible adult is present to collect the Participant when the Participant is dropped off by a Group Leader following a Session;
  - 7.1.8 ensure that, where the Account Holder is not also the Participant, the Participant is prepared and ready to receive the Services to ensure that we can properly perform our obligations under these Terms and Conditions;
  - 7.1.9 ensure that the premises are in a safe and secure condition at all times during the provision of the Services inside the Participant's/Account Holder's residence;
  - 7.1.10 comply with all Applicable Laws, including health and safety laws; and
  - 7.1.11 comply with any additional obligations as set out in the Session Booking Reminder Email and Pre-Session Plan Email, or as otherwise confirmed in writing by us to you prior to the Session.
- 7.2 A Group Leader will collect the Account Holder/the Participant prior to a Session:
- 7.2.1 you shall ensure that the you are/the Participant is ready to be collected from such location (the "**Pick-up Location**") and at such time (the "**Pick-up Time**") as has been confirmed in writing by us;
  - 7.2.2 in the event that you or the Participant is not ready to be collected from the Pick-up Location within ten minutes of the Pick-up Time, the Group Leader shall be permitted to leave the Pick-up Location with no further liability to you in relation to such Session; and
  - 7.2.3 after that time has expired, Group Leaders need to leave to collect the next Participant (if a group Session). Participants need to be ready and prepared for the Group Leader to pick them up at the time specified in the Session Booking Reminder E-mail, and with any personal equipment they may need, as agreed at the Area Manager Meet and Greet and in the Pre-Session Plan Email.

## 8. CHANGES TO THE SERVICES

- 8.1 In the event that you wish to alter or vary the Services or the number/frequency of the Sessions, or the Group Leader to Participant ratio, from those discussed in the Area Manager Meet and Greet after the Commencement Date, you must provide details of the requested change to us as soon as possible. This can be done via our website using the Booking Forms, or relevant form for updating information. On receipt of requests, we will advise whether the variation or alteration would result in any amendment to the Fees and any other information relevant to that amendment or alteration. If you are a Consumer and you do not agree to the revised Fees, you may terminate this Agreement by giving notice to us in writing.

8.2 We reserve the right to carry out any alteration or variation to the Services if required to do so by any Applicable Laws in which case, we will notify you. If such alteration or variation will materially change the nature or quality of the Services, we will notify you as soon as practicable.

## **9. GROUP LEADERS AND AREA MANAGERS**

9.1 You acknowledge that we (at our sole discretion) may use Group Leaders and Area Managers to perform certain aspects the Services on our behalf.

9.2 When providing the Services on our behalf, the Group Leaders and Area Managers, as self-employed contractors are working as separate legal entities to The Inclusion Project and are covered by their own personal and professional insurance policies. They are personally and completely liable for any and all incidences that may occur when supporting / working with Participants.

9.3 We shall procure that all Group Leaders have and maintain:

9.3.1 an enhanced DBS (Disclosure and Barring Service) certificate, which shall be checked annually;

9.3.2 business insurance for their vehicle; and

9.3.3 carers' insurance, including public liability insurance, for at least £5 million.

9.4 Further information about our Group Leaders and Area Managers can be found on our website and can be requested by contacting us using the contact details provided in clause 2.

9.5 In case of an emergency or serious incident, the Group Leader will support the Account Holder and/or the Participant as required, based on information provided to us by the Account Holder or the Participant on joining The Inclusion Project (the Participant Information and Joining Form).

9.6 Unless otherwise instructed, in a medical emergency, or general emergency, the Group Leader will call an ambulance and contact the emergency contacts as specified on the Participant Information and Joining Form.

## **10. FEES AND PAYMENT**

10.1 The Account Holder will pay The Inclusion Project Fees in respect of the Services as set out in the Booking Confirmation, our standard price list or as otherwise agreed between the parties (the "**Fees**").

10.2 The Fees for a Session shall be charged on an hourly basis (in increments of no less than 15 minutes), and shall be based on whether the ratio of Account Holders/Participants to the Group Leader is 3:1 or 1:1.

10.3 We shall invoice the Account Holder monthly in arrears to an email address provided by the Account Holder. A hard copy can be supplied if required.

10.4 In the event that a third party, such as a relative of the Participant to which this Agreement refers, agrees to make payments to the Provider in part or full payment of the Fees charged to the Participant / Account Holder under this Agreement, then that third party will be regarded by the Provider as bound by the Terms and Conditions of this Agreement, and liable for the payments agreed.

- 10.5 The Inclusion Project may vary the Fees upon giving four weeks' prior written notice to the Account Holder, provided always that upon receiving such notice, the Account Holder shall be permitted to terminate this Agreement in accordance with clause 12.
- 10.6 The Account Holder shall pay each invoice submitted by us in full within 14 days of the date of such invoice. Payment shall be made to a bank account nominated in writing by us.
- 10.7 The Account Holder shall not pay any Fees or other sums directly to the Group Leader.
- 10.8 If, through illness or infirmity the Participant is unable to sign this Agreement themselves, the person who signs this Agreement accepts the responsibilities detailed within the Agreement including the payment of Fees and other charges
- 10.9 If the Account Holder fails to make any payment due to The Inclusion Project under the Agreement by the due date for payment, interest shall be payable by the Account Holder on the overdue amounts and all other sums payable or which become payable under this Agreement which are unpaid from the due date for payment. Interest will be charged at 4% above Bank of England Base Rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Account Holder shall pay the interest together with the overdue amount.
- 10.10 If you fail to make payment to us of any sums due under this Agreement by the due date for payment, we reserve the right to suspend all further provision of Services until such time as payment is made of the outstanding invoice.
- 10.11 The Account Holder shall pay all amounts due under the Agreement in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Inclusion Project may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Account Holder against any amount payable by The Inclusion Project to the Account Holder.

## **11. SESSION CANCELLATION**

- 11.1 If a Session is cancelled by the Account Holder or the Participant (as the case may be), the following charges apply:
- 0–48 hours' notice: full charge
  - More than 48 hours' notice: half charge

We understand that plans can sometimes change. While cancellation charges cannot be enforced, these contributions help support our staff team and ensure sessions can continue to run safely and consistently for all Participants.

- 11.2 In the unlikely event of a Session being cancelled by us or by the Group Leader, then no Fees are charged by The Inclusion Project. The exception being Adverse Weather Conditions which might have implications for: The health and safety of Participants and members of staff/ Group Leaders; Any relevant accessibility issues. Adverse Weather Conditions include: heatwaves; heavy snowfall; and conditions that cause difficult driving conditions. In which case the cancellation fee is applied.
- 11.3 Sessions can be cancelled by the Account Holder / Participant online via our website or by using the link in the Pre-Session Reminder Email.

## **12. TERMINATION OF SERVICES**

- 12.1 Without limiting its other rights or remedies, The Inclusion Project may terminate this Agreement with immediate effect by giving written notice to the Account Holder if:
- 12.1.1 the Account Holder commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within seven days of that party being notified in writing to do so;
  - 12.1.2 the Account Holder (being a company) takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - 12.1.3 the Account Holder (being an individual) is declared bankrupt or makes any arrangement with or for the benefit of his/her creditors or has a county court administration order made against him/her under the County Court Act 1984;
  - 12.1.4 The Inclusion Project considers (at its sole discretion), that the Account Holder or the Participant (as the case may be) requires a level or category of service which cannot be provided by us;
  - 12.1.5 the Account Holder or the Participant (as the case may be) exhibits behaviour which the Area Manager, Group Leader and/or The Inclusion Project considers (at its sole discretion), is persistently violent or unsafe for other Participants, Group Leaders, or any of The Inclusion Project's personnel;
  - 12.1.6 The Inclusion Project considers (at its sole discretion) that the continued performance of the Services would place the Account Holder, the Participant, other Participants, our staff, Group Leaders, Area Managers at risk of harm (including, but not limited to, safeguarding, health and safety, or reputational harm);
  - 12.1.7 the Account Holder suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of using our Services; or
  - 12.1.8 the Account Holder's financial position deteriorates to such an extent that in The Inclusion Project's opinion the Account Holder's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.
- 12.2 Without limiting its other rights or remedies, The Inclusion Project may suspend provision of the Services under this Agreement or any other agreement between the Account Holder and The Inclusion Project if the Account Holder or the Participant becomes subject to any of the events listed in clause 12.1.1 to clause 12.1.8, or The Inclusion Project reasonably believes that the Account Holder or the Participant is about to become subject to any of them.
- 12.3 The Inclusion Project reserves the right to suspend the Services where it reasonably considers that it is necessary to do so for reasons relating to health and safety and/or safeguarding, where we consider the Participant to be at risk, other Participants to be at risk, staff to be at risk, or The Inclusion Project as an organisation to be at risk.

- 12.4 We reserve the right to withdraw a Group Leader and/or to cancel this Agreement with immediate effect in circumstances which make the continued provision of the Services untenable. Such circumstances would include (but would not be limited to) failure by you, or someone else to provide appropriate equipment for the Service provision; sexual or racial harassment; extreme alcohol consumption; unreasonable behaviour; or requests that a Group Leader undertake unreasonable or illegal activities.
- 12.5 Either party shall be permitted to terminate this Agreement in its entirety by giving seven days' written notice to the other party and/or by cancelling the Sessions in the usual way in accordance with clause 11.

### **13. CONSEQUENCES OF TERMINATION**

- 13.1 On termination of the Agreement for any reason the Account Holder shall immediately pay to The Inclusion Project all of The Inclusion Project's outstanding unpaid invoices and all sums payable and interest.
- 13.2 Termination of the Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Agreement that existed at or before the date of termination.
- 13.3 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

### **14. NON-SOLICITATION**

- 14.1 You shall not attempt to solicit or entice away from the service of The Inclusion Project the services of any of The Inclusion Project's staff, Group Leaders or Area Managers, other than by means of a national advertising campaign open to all-comers and not specifically targeted at such staff or contractors of The Inclusion Project.
- 14.2 If you solicit The Inclusion Project Group Leaders or Area Managers to work for you outside of The Inclusion Project then The Inclusion Project will withdraw our Service to you and our contract of Service Provision with the Group Leader or Area Manager.
- 14.3 Breach of clause 14.1 shall be deemed a material breach in accordance with clause 12.1.1 which shall entitle The Inclusion Project to terminate this Agreement with immediate effect.

### **15. ENGAGEMENT OF THE INCLUSION PROJECT STAFF**

- 15.1 If you are not a Consumer and you directly Engage a Group Leader who has provided Sessions to you/the Participant within a period of six months following the date of the last Session provided to you by such Group Leader, a fee shall be payable to The Inclusion Project (the "Introduction Fee") of £500.
- 15.2 If you are a Consumer or a non-Consumer and you introduce a Group Leader to another organisation similar to The Inclusion Project which results in the Engagement of that Group Leader by such third party you shall pay us an Introduction Fee of £500.

### **16. QUALITY ASSURANCE**

- 16.1 Comments, compliments and complaints will be dealt with appropriately, and will be discussed with a senior member of The Inclusion Project leadership team where appropriate. The Inclusion Project will endeavour to deal with any such issues within

14 days of receipt. Any complaints or comments about the Services should in the first instance be addressed to the relevant Area Manager, and secondly to us using the contact details provided in clause 2 and/or the online feedback form which can be accessed via our website.

- 16.2 The Inclusion Project will use its best endeavours to provide quality, person-centred, professional Services and to make improvements to the Services wherever possible. Our monitoring and quality assurance arrangements take the form of spot checks, observations and questionnaires which involve Participants / Account Holders and Participants' Families. Individual supervision, training and appraisal of our staff, Group Leaders and Area Managers takes place at appropriate intervals.
- 16.3 You may be asked to participate in user satisfaction surveys, or to be interviewed in person or over the telephone as part of our quality assurance procedures; or at the request of regulators such as the Care Quality Commission (CQC). You are not obliged to reply to satisfaction surveys or interviews and we will always request your consent prior to sharing your personal data with the CQC.
- 16.4 We want to make it as easy as possible for you, or someone acting on your behalf, to let us know your views and thoughts, and strongly believe through listening and learning we will improve the quality of the Services, as well as encourage good practice by staff. We want to make sure that everyone can contact and communicate with us in an open and honest manner and urge anyone to please let us know if you would like help in making your views known.
- 16.5 We always encourage open communication about your satisfaction or dissatisfaction with the Services we provide and we want you to know that you can always tell us about your experiences of the Service you receive and we welcome suggestions from you on how we can improve things. We welcome complaints as well as compliments, and look upon them as opportunities to learn, adapt, improve and provide better Services.

## **17. LIMITATION OF LIABILITY**

- 17.1 We shall not be liable to you, whether in contract, tort (including negligence), or otherwise, arising under or in connection with the Agreement for:
  - 17.1.1 death or personal injury caused by negligence, or the negligence of our agents or contractors (as applicable);
  - 17.1.2 fraud or fraudulent misrepresentation by agents or contractors;
  - 17.1.3 breach of any rights enjoyed by the Account Holder or the Participant (as the case may be) as a result of regulation of The Inclusion Project; or
  - 17.1.4 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

### **Limitation of liability: Consumers**

- 17.2 If you are a Consumer, we are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.

- 17.3 We are not liable for business losses. We will only supply the Services to end users. If you purchase the Services for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**Limitation of liability: non-Consumers**

- 17.4 If you are not a Consumer, subject to clause 17.1, we shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:

17.4.1 loss of profits;

17.4.2 loss of sales or business;

17.4.3 loss of agreements or contracts;

17.4.4 loss of anticipated savings;

17.4.5 loss of use or corruption of software, data or information;

17.4.6 loss of or damage to goodwill; and

17.4.7 any indirect or consequential loss.

- 17.5 Subject to clause 17.1 and 17.4, our total liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the 50% of the Fees paid by you to us under this Agreement.

- 17.6 This clause 17 shall survive termination of this Agreement.

**18. FORCE MAJEURE**

- 18.1 We will not be liable or responsible for any failure to perform or delay in performance of any of our obligations for any reason outside of our reasonable control, such as Acts of God (for example, riot, civil commotion, fire, flood, fuel shortages, strikes or labour disturbances and transport disruptions whether involving Group Leaders or any other party).

- 18.2 All reasonable endeavours, in such an event, will be made to provide Group Leaders, though this provision of the Services may be suspended while the interruption continues. We will not be liable to you for any loss you may have suffered and/or cost you may incur as a result of the interference or interruption.

**19. DATA PROTECTION**

- 19.1 We will comply with all applicable requirements of the Data Protection Legislation and are registered with the ICO (Reg. No. ZA180155).

- 19.2 We will only use your personal information as set out in our Privacy Policy, which can be found at: [https://img1.wsimg.com/blobby/go/50ac9558-185b-4bfa-bc01-d48c2a0af989/downloads/1cjl97kg2\\_833344.pdf?ver=1568215301261](https://img1.wsimg.com/blobby/go/50ac9558-185b-4bfa-bc01-d48c2a0af989/downloads/1cjl97kg2_833344.pdf?ver=1568215301261)

We will ensure that Group Leaders keep a daily written record of the Sessions comprising the Services, any assistance with Participant medication and any other significant information as sent to you in the Participant Activity Log. These records

will be kept on a secure cloud-based password encrypted digital system. We are aiming to be a paperless company.

## **20. GENERAL**

### **20.1 Assignment and other dealings.**

20.1.1 The Inclusion Project may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement. We will provide you with written notice of our intention to exercise our rights under this clause, and your rights under the Agreement will remain unaffected.

20.1.2 Unless you are a Consumer and we have provided our written consent, you may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of your rights or obligations under the Agreement.

### **20.2 Confidentiality.**

20.2.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business or affairs of the other party, except as permitted by clause 20.2.3.

20.2.2 We will respect your privacy and confidentiality but you agree that we may disclose confidential information (including sensitive personal data) about you to our Group Leaders and to any other person if we believe such disclosure is in your best interest; is appropriate for the performance of the Services; or is required as a matter of law.

20.2.3 Each party may disclose the other party's confidential information (including sensitive personal data):

- (a) to Area Managers, Group Leaders, its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. The Inclusion Project shall ensure that the Area Managers, Group Leaders, its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 20.2; and
- (b) as may be required by any Applicable Laws, a court of competent jurisdiction or any governmental or regulatory authority.

20.2.4 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

### **20.3 Entire agreement.**

20.3.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 20.3.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 20.3.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 20.4 **Variation.** No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 20.5 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 20.6 **Severance.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.
- 20.7 **Notices (Consumers).** Any notice given to a party under or in connection with this Agreement shall be in writing and, if being given by you to us, shall be sent to the contact details provided in clause 2.
- 20.8 **Notices (non-Consumers).**
- 20.8.1 Any notice given to a party under or in connection with the Agreement shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.
- 20.8.2 A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 20.8.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, at 9.00 am on the next Business Day after transmission.
- 20.8.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 20.9 **Third party rights.** No person who is not a party to this Agreement is to have any right pursuant to the Contracts (Rights of Third Parties) Act 1999 to benefit from or to enforce any provision of this Agreement and the parties to this Agreement may agree to cancel or vary the whole of any part of this Agreement without being required to seek or obtain the consent of any third party.
- 20.10 **Governing law.** The Agreement, and 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 governed by and construed in accordance with the law of England and Wales. Should this Agreement remain unsigned for any reason but the Services accepted i.e. care support having commenced; this Agreement will be taken as implied and in force.

- 20.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.