



Definition of terms in this document

Harmony Alternative Education Ltd and /or Harmony previously as a Limited Liability Partnership (LLP). are jointly and severally referred to herein as "Harmony" and/or "Harmony's".

Any person or organisation engaged by Harmony in connection with delivering the Agreed Services is referred to as "the" or "its" "Agent"

The Private Customer or Private Client, which is a private person or family, instructing and in receipt of the Harmony Services is referred to as the "Private Client".

The Non Private Customer or Non Private Client, which is any commercial or institutional body not covered by "Private Client" above, instructing and in receipt of the Harmony Services is referred to as the "Non Private Client".

Where clauses below refer to the "Client" the reference applies to both Private and Non Private Clients.

The advice, performed activities and written documentation presented by Harmony and / or agents on behalf of Harmony including any additional services at the request of the Client in connection with the child or young person is referred to as the " Agreed Services".

The existence of the child's and /or young person's circumstances in respect of the details referred to Harmony is referred to as the "case".

The law by which these Terms and Conditions shall be interpreted and acted shall be the Law of England and Wales.

Harmony have a standard range of charges for Services provided by Harmony and/or its agents, miles travelled by motor vehicle and general expenses including any accommodation and / or subsistence and/or resources that may be incurred in performing the agreed services, collectively known as the "fees".

Harmony Terms & Conditions

1 - Child Protection

1.1 - It is accepted by all parties that the ultimate safety and security of any child or young

person presented to Harmony by the Client is paramount. In instructing Harmony to perform the Agreed Services, the Client accepts and agrees that the Harmony and/or its agents are jointly and severally duty bound by law to inform the relevant formal Authorities if, in the opinion of the Harmony and/or its agents, the child or young person in question is at risk of a breach to their security and/or safety.

1.2 - In so far as clause 1.1 applies, Harmony and/or its agents reserve the right to carry out any actions for which they are duty bound by the law to perform with or without the knowledge and / or consent of the Client.

2 - Exchange of Information and Confidentiality

2.1 - The Client agrees without reservation to provide all information known to them that relates to or may relate to the reason(s) that the Client engaged Harmony to provide the Agreed Services.

2.2 - The Client agrees and accepts that failure to provide all the relevant information known to the them with respect to the child and/or young person in respect of the case may compromise the result from the performance of the Agreed Services.

2.3 - The Client agrees and accepts that it may be necessary for Harmony and/or its agents to have access to information relating to the child or young person from other formal services and/or Authorities in order to fully understand the whole circumstances of the child or young person in order to perform the Agreed Services.

2.4 - The client agrees to obtain, under the Freedom of Information Act 2000 (or as may be amended thereafter), any relevant information from the formal services and/or Authorities as may be reasonably requested by Harmony and/or its agents and present the obtained information, unaltered and without amendment to Harmony and/or its agents for review and/or assistance in the performance of the Agreed Services.

2.5 - The Client agrees and accepts that failure to request from the formal services and/or Authorities and further, provide in a timely manner, the unaltered obtained information to Harmony and/or its agents when requested, may compromise the result of the performance of the Agreed Services. Without compromising the legal rights of the Client, Harmony may levy further fees for frustration and/or cessation of the Agreed Services. In this case, the Client will be liable to pay without deduction any outstanding fees and expenses resulting from frustration and/or cessation of the Agreed Services supplied or yet to be supplied by Harmony.

2.6 - Harmony and/or its agents will treat all details made available by the Client to them about the child or young person confidentially and in doing so shall not divulge any information provided to them by the Client in this connection save as is provided for in clause 1 or as may be further agreed in writing by the Client or that is common knowledge beyond the parties referred to in these Terms and Conditions.

3 - Interviewing and Observation Tasks

3.1 - Initial Set-up Meetings/Interviews to establish case details about the child or young person will be held on neutral ground or in the child's or young person's home and/or school at the Client's discretion but always pending Harmony and/or its agents agreement that the meeting location and circumstances associated with the location are appropriate for the intended meeting.

3.2 - One to One meetings and /or interviews between Harmony and/or its agents and the child or young person will only be conducted in the presence of the child or young person's parent and/or legal guardian and/or person from the relevant and legitimate Authorities or in certain cases, an appropriate adult to be nominated by the Client in writing.

3.3 - One to One meetings can be conducted in most cases either at the child or young person's normal place of residence or in a neutral place to be agreed between the Client and Harmony and/or its agents.

3.4 - In all cases of observation of the child or young person, the observation must take place at a location expressly agreed in writing by Harmony and/or its agents.

3.5 - The child or young person must be escorted to the place of the meeting in a timely manner by the Client or nominated person always providing clause 3.2 is fully satisfied.

4 - Recommendations, Remedies and Courses of Action

4.1 - Following the agreed interview(s) and/or observation(s) with the Client and /or child or young person, Harmony and/or its agents will make their recommendations and/or prescribe courses of action in order to establish further details and/or attempt to remedy the child's or young person's identified issues pursuant to Clause 3.

4.2 - The Client agrees to follow all reasonable recommendations and courses of action prescribed by Harmony and/or its agents. The Client further agrees and accepts that failure to follow all reasonable recommendations and courses of action may result in failure of recommendations and remedies for the child or young person and that any failure of such reasonable recommendations and/or remedies shall in no way reflect negatively on Harmony and/or its agents and furthermore, shall not relieve the Client of the liability to pay in full all outstanding fees due to Harmony and/or its agents.

5 - Duty of Care, Methodologies and Guarantees.

5.1 - Any person or agent practising under the umbrella of Harmony and/or their agents are highly experienced and trained practitioners in the subject of children and young people's education, behavioural issues, care and protection. Harmony and/or its agents have a Duty of Care to:

5.1.1 - Employ such practices, methodologies and/or remedies as are widely recognised by the appropriate authorities as tried and tested means to help children and young people control or alleviate behavioural issues. At no time will any child or young person who has been assigned to Harmony and/or its agents be subjected to any untested or unrecognised practice during the course of carrying out the Agreed Services unless previously agreed in writing by the Client.

and

5.1.2 - will at all times, carry out their duties in performing the Agreed Services to the best of their abilities and do so always in the best interests of the child or young person.

5.2 - It is agreed and accepted without reservation by the Client that any success to be gained from following any recommendation, course of action and/or remedy will, if at all, be as a result of the Client dutifully following, without deviation, the recommended course of action and/or remedies prescribed by Harmony and/or its agents together with the child's or young person's willingness to cooperate. It is further accepted that in the light of recommended courses of action and/or remedies not producing the desired result that, at the Client's discretion, alternative courses of action and/or remedies may be introduced by Harmony and/or its agents and that it is recognised by the Client that this process is one of continued and controlled trials to achieve the desired result.

5.3 - As there cannot be any guarantee to Harmony and/or its agents that any course of action and/or remedies prescribed by them during performing the Agreed Services will be diligently performed by the Client in accordance with the said recommendations, likewise, there cannot be any guarantee by Harmony and/or its agents written or otherwise implied, given to or assumed by the Client that any recommendation, course of action and/or remedy will be effective and/or successful to any preconceived or any other degree.

6 - Referral to an alternative Consultant or Authority

6.1 - It is recognised by Harmony and/or its agents that in most cases Harmony and/or its agents will have been selected by the Client or referred to the Client by a third party.

6.2 - Harmony reserve the right to refer the child's or young person's case at any time to an alternative suitably qualified third party and/or Authority if, in the opinion of Harmony and/or its agents, that the circumstances and / or events associated with the case and / or the Client and /or the child or young person have materially changed to an extent that any reasonably anticipated successful outcome of the Agreed Services may be jeopardised and / or possibly affect the security and / or safety of the child or young person.

6.3 - In such cases of referral mentioned in clause 6.2, the Client agrees to pay all fees outstanding to Harmony and/or its agents without delay and without attaching any requirement for success, significance, importance and / or relevance to the results, successful or otherwise, of any services and / or actions performed by the third party to

whom the case is referred.

6.4 - The Client may reasonably submit an objection to the nomination of a party referred to in clause 6.2 to whom Harmony and/or its agents wish to refer the case. However, the Client cannot unreasonably submit an objection or refuse agreement for referral of the case if it reasonably believed by Harmony and/or its agents that the child or young person in question is at risk of a breach to their security and/or safety.

6.5 - Any reasonable cost associated with the referral of the case to an alternative suitably qualified third party and/or Authority shall be born by the Client.

6.6 - Harmony is not obliged to accept any case if any of its officials or nominated consultant(s) are in the knowledge or belief that the case will need to be referred to a third party.

7 - Payment of fees and legal costs.

7.1 - The Client agrees to pay all fees for the agreed services rendered by or on behalf of Harmony at the agreed stages and in the stated manner and amounts in a timely manner.

7.2 - Harmony reserve the right to charge interest for late payment of fees at the rate of 2% above the minimum lending rate as set by the London clearing banks from time to time.

7.3 - The Client agrees that it has been advised of and accepts that Harmony have standard fees. The Client further agrees that the fees will be added to the Clients account as incurred in performance of the agreed services and that the accrual of such fees shall be invoiced at the regular intervals throughout the execution period of the agreed services.

7.4 - The Client agrees to bare the cost and pay for in a timely manner any reasonable legal fees and other legitimate fees howsoever incurred during in the execution of the agreed services provided always that Harmony advises the Client in writing at the time the fees are incurred.

7.5 - The Non Private Client agrees that the child and/or young person will attend Harmony for a minimum period of one term and to pay the relevant fees in full for any Consultancy and / or Teaching Service(s) and / or Review(s) and / or Observation Session(s) to be performed by Harmony and/or its agents for the minimum period and furthermore pay fees for any and/or all session(s) which is/are cancelled with 30 Calendar Days or less notice from the time of the Agreed Services and/or Session. Notice of cancellation must be in writing advised by land mail, email or text message. A recorded phone message is not an acceptable form of advising cancellation.

7.6 - The Private Client agrees to pay the relevant fees in full for any Consultancy and / or Teaching Services and or Review and / or Observation session to be performed by Harmony and/or its agents, which is/are cancelled with 24 hours or less notice from the time of the Agreed Services session. Notice of cancellation must be in writing advised by land mail, email

or text message. A recorded phone message is not an acceptable form of advising cancellation.

7.7 - Notwithstanding clause(s) 7.5 and /or 7.6 above, all Clients agrees to pay the relevant fees in full for any services (teaching or otherwise) and / or review and / or observation sessions to be performed by Harmony and/or it's agents, where any service(s) provided include, either in part or full, the engagement of services which are provided by external providers on Harmony's behalf.

7.8 - Original Harmony terms and conditions of business 2014 as a Limited Liability Partnership (LLP) were revised to Revision 3 in February 2018 - to recognise Harmony becoming a registered Limited Company in November 2017. This revision to the Terms and Conditions of business, shall not relieve Harmony or any Client of Harmony of their responsibilities under any contract related to or arising from Harmony's terms as a registered Limited Liability Partnership. These Terms and Conditions do not relieve the Client of their statutory rights as maybe present in or granted by the law of England & Wales from time to time.

7.9 - Harmony and / or its agents hereby advise that Harmony's Terms and Conditions of business including but not limited to pricing structures may change from time to time and therefore all clients whether private or non-private accept and agree that Harmony and / or its agents are not obliged or duty bound to notify any or all clients of any material or otherwise change to the Terms and Conditions. Changes to pricing structure will be notified to all clients in advance of any change of price structure. It is further agreed and accepted by all Clients that it is their sole duty and responsibility to review Harmony's Terms and Conditions of business from time to time to stay current with their knowledge of the said Terms and Conditions. Harmony agrees to ensure that the current Terms and Conditions of business are displayed on this Web site at all times.

7.10 - Service Level Agreement (SLA) and acceptance of these Terms and Conditions
All Clients will be required to sign a Service Level Agreement (SLA) prior to commencement of Harmony performing any of the Agreed Services for the child or young person. It is a requirement that all Clients will sign the SLA in order for the child or young person to receive the Agreed Services. The act of the Child or Young person beginning to receive the Agreed Services and/or attending the Harmony Centre with the intent to receive the provision of the Agreed services shall be interpreted to mean that the Private or Non Private Client accepts Harmony's Terms and Conditions without reservation and that the SLA is deemed to be signed by the Private or Non Private Client.