

# Terms and Conditions

A Child's Voice® Wellbeing Services Last updated: October 2026

## 1. About these terms

1.1 These terms apply to all purchases and services supplied by A Child's Voice® Wellbeing Services ("we", "us", "our"), owned by Mary Brockwell, [trading as a sole trader / registered company name and number], based in Rochester, Kent, UK. Contact: office@achildsvoice.co.uk | 07760 464294.

1.2 They apply to schools, academies, local authorities, organisations and professionals ("you", "the Customer") who buy any of the following (the "Services"):

- the A Child's Voice® 10-Week PSHE Programme (one-year licence);
- A Child's Voice® Professional Training (one-day training for delivering the 10-week one-to-one programme) and additional workbooks;
- the School Mental Health Ambassador Programme;
- the A Child's Voice® 10-Week One-to-One Intervention Delivery Service.

1.3 By paying for or otherwise confirming an order, you agree to these terms. If you do not agree, please do not place an order. These terms are supplemented by our [Privacy Policy](#) and [Child Safeguarding Policy](#).

## 2. Orders and payment

2.1 Prices are shown on our website in pounds sterling. Prices may change, but changes will not affect orders already paid for.

2.2 Payment is made in advance through PayPal. Services are agreed and dispatched or scheduled only once payment has cleared.

2.3 After paying, you must email office@achildsvoice.co.uk with the details requested on the relevant page (for example school name and the name of the person who made the booking). We cannot dispatch materials or confirm dates without this information.

2.4 Our contract with you begins when we confirm your order by email. We may decline an order, for example where the delivery requirements in section 4 are not met. If so, we will refund any payment in full.

2.5 Invoices are payable within 7 days. Work and resources will only be provided when we receive payments for services.

2.6 Delivery service fees are agreed individually in writing before work begins.

## 3. Licences and intellectual property

3.1 A Child's Voice® is a registered trademark and the intellectual property of Mary Brockwell. The programme, methodology, workbooks, lessons, worksheets, presentations and all related materials ("Materials") remain our property at all times.

3.2 **PSHE licence.** A one-year licence allows the named school or organisation to use the Materials for delivery to its own pupils for 12 months from the date of dispatch. The licence covers one school/site only and renews automatically. Group and multi-school licences are available on request.

3.3 **Training and workbooks.** Training licenses the attending professionals to deliver the programme within their own organisation. Each workbook is licensed for use with one child completing the programme. Additional workbooks may be purchased separately.

3.4 **Ambassador programme.** The licence covers training and Materials for up to four student ambassadors per purchase.

3.5 All licences are personal to the Customer, non-exclusive and non-transferable. Unless we give written permission, you must not:

- copy, reproduce, adapt, translate or distribute the Materials;
- share them with other schools, organisations, trainers or individuals;
- upload them to public websites, shared drives or learning platforms accessible outside your organisation;
- use them to deliver paid training or to create competing resources;
- remove our copyright, trademark or branding notices.

3.6 When a licence ends, you must stop using the Materials and delete or securely destroy any copies, except records of delivery you are required to keep.

3.7 We may end a licence immediately if you breach this section.

## 4. Who can deliver the programme

4.1 The programme must be delivered only by suitably qualified and experienced professionals working within their competence and their organisation's safeguarding procedures.

4.2 You confirm that anyone who delivers the one-to-one programme or Ambassador programme has a valid Enhanced DBS check, relevant safeguarding training, and access to your safeguarding policies and procedures.

4.3 Training and licences are subject to suitability. We may decline or withdraw access if we reasonably believe these requirements are not met, and will refund fees for any unused Services.

4.4 You are responsible for deciding whether the Materials are suitable and age-appropriate for the children and young people you work with, and for ensuring delivery is consistent with your curriculum, policies and procedures.

## 5. Safeguarding and important limits of the Services

5.1 A Child's Voice® is an early intervention and prevention programme. It is **not** a crisis service, an emergency service, a clinical assessment or a substitute for specialist mental health care, counselling or treatment.

5.2 The programme complements, and does not replace, your statutory safeguarding duties, including those under *Keeping Children Safe in Education*, your policies and your referral pathways. You remain responsible for acting on any safeguarding concern in line with your own procedures.

5.3 Where a child is at immediate risk of harm, you must follow your emergency and safeguarding procedures and contact the emergency services (999) without delay.

5.4 Student Ambassadors are not counsellors or safeguarding practitioners. Schools must provide appropriate staff oversight and must not expect ambassadors to assess risk, manage disclosures or provide crisis support.

5.5 Where we deliver the one-to-one service, we will pass safeguarding concerns to your designated safeguarding lead in line with our [Child Safeguarding Policy](#) and the information-sharing arrangements agreed with you.

## 6. Training, delivery and support

6.1 Training takes place face to face at your setting or by Zoom, as agreed. Where training is face to face, you must provide a suitable room and reasonable access.

6.2 Dates are agreed after payment. We will make reasonable efforts to meet agreed dates, but may need to reschedule through illness or circumstances outside our control. If we cannot offer a suitable alternative date, we will refund the fee for the affected Services.

6.3 Ongoing support is provided by email, and optional support by Zoom, on a reasonable-use basis during programme delivery.

6.4 We will provide Services with reasonable skill and care. We do not guarantee any particular outcome. Results depend on individual circumstances, needs, delivery and other support in place.

## 7. Cancellations, changes and refunds

7.1 **Digital Materials (PSHE licence, workbooks).** Because Materials are supplied digitally and cannot be returned, we cannot offer a refund once they have been sent or made available, unless they are faulty or not as described, or we are in breach of these terms.

7.2 **Training and Ambassador programme.** You may cancel or reschedule free of charge if you give at least 14 days' written notice before the agreed date. With less notice, 50% / the full fee may be retained to cover our time, unless we agree otherwise.

7.3 **Delivery service.** Cancellation terms are set out in the written agreement for that service.

7.4 If you are an individual purchasing for yourself rather than for an organisation, you may have additional statutory cancellation rights under the Consumer Contracts Regulations 2013. Please contact us and we will explain them.

7.5 Approved refunds are made to the original payment method within 14 days.

## **8. Our responsibility to you**

8.1 Nothing in these terms limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for anything that cannot lawfully be limited.

8.2 Subject to 8.1, we are not liable for loss or damage that was not reasonably foreseeable, for loss of profit, income or goodwill, or for losses arising from your failure to follow the programme guidance, your safeguarding procedures or section 4.

8.3 Subject to 8.1, our total liability to you for any claim arising from a Service is limited to the amount you paid for that Service.

8.4 The Services support, and do not replace, professional judgement. You remain responsible for decisions you make about individual children and young people.

## **9. Data protection and confidentiality**

9.1 We handle personal data in line with UK GDPR and our [Privacy Policy](#). We do not collect identifying information about children for programme evaluation.

9.2 You must not send us identifying information about children (names, addresses, case details) unless we have agreed this in writing, for example for the delivery service.

9.3 Each party will keep confidential any non-public information received from the other, except where disclosure is legally required or needed to protect a child.

## **10. Ending the contract**

10.1 Either party may end the contract if the other commits a serious breach and fails to correct it within 14 days of written notice.

10.2 We may end it immediately if there is a safeguarding concern about misuse of the Materials, or a breach of section 3 or 4. Where we end it for your breach, no refund is due.

10.3 Ending the contract does not affect rights that have already arisen, including sections 3, 8 and 11.

## **11. General**

**11.1 Events outside our control.** Neither party is liable for delay or failure caused by events beyond its reasonable control, such as serious illness, severe weather, power or internet failure, or public emergencies.

**11.2 Changes to these terms.** We may update these terms. The version in force when you place an order applies to that order.

**11.3 Whole agreement.** These terms, together with any written quotation or agreement for your order, are the whole agreement between us and replace any earlier discussions.

**11.4 Assignment.** You may not transfer your rights or obligations to anyone else without our written consent.

**11.5 If part is unenforceable.** If any provision is found invalid, the rest remains in effect.

**11.6 Independence.** A Child's Voice® Wellbeing Services is an independent business and is not affiliated with any CIO, charity or other organisation unless expressly stated in writing.

**11.7 Governing law.** These terms and any dispute arising from them are governed by the law of England and Wales, and the courts of England and Wales have jurisdiction.

## **12. Complaints and contact**

If you are unhappy with any aspect of our Services, please email [office@achildsvoice.co.uk](mailto:office@achildsvoice.co.uk) or call 07300 403243 so we can put it right. We aim to respond within [5] working days.

**A Child's Voice® Wellbeing Services** Rochester, Kent [office@achildsvoice.co.uk](mailto:office@achildsvoice.co.uk) 07300 403243 – 01634 714088

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