



EDUCATION AND WELLBEING SLA: STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions, including any relevant supplementary terms, form part of your Service Level Agreement (SLA) with Brook. By signing and returning your SLA you confirm that you have read and accepted these terms. We recommend that you download and save a copy for reference.

1. BROOK'S COMMITMENTS

- 1.1 Brook agrees to provide the agreed education or training session(s) with all reasonable care, skill, and ability.
- 1.2 Brook will not substitute or subcontract the delivery of the session(s) to any other provider without your express agreement.
- 1.3 Brook staff and volunteers have the appropriate level of DBS check. External organisations should not take copies of Brook staff and volunteer DBS ID. If you require further information, please contact Brook as per the details above.

2. YOUR COMMITMENTS

- 2.1 You agree to provide the required resources detailed in Part B of the Service Level Agreement (SLA). Brook reserves the right to cancel the session(s) if this term is not met and full payment will still be due.
- 2.2 It is your responsibility to ensure that participants are ready and that the session can commence at the designated time.
- 2.3 If your booking is for education sessions for young people, you will ensure that one member of your staff is available at all times throughout the session(s) including all digital sessions. While Brook's practitioners are competent at managing the classroom environment and facilitating an effective session it is not Brook's role to manage disciplinary action. This is the role of the teacher or staff member in attendance.
- 2.4 For young people's education sessions booked by organisations other than schools, you are responsible for obtaining parental consent for any young people under the age of 16 prior to their participation in the session.
- 2.5 Where indicated in Part B of the SLA, you will provide support to Brook to enable the collection of evaluation and feedback data. This may include collecting information from participants at the beginning and end of the session and providing organisational feedback following the session.



3. PAYMENT TERMS

- 3.1 You agree to pay the charge as detailed in the SLA in full. The charge is inclusive of all travel, subsistence and other expenses of Brook.
- 3.2 Unless specifically agreed otherwise, invoices will be raised before the delivery of the session(s). Payment is due before delivery or within 30 days of the invoice date, whichever is earliest. Interest may be charged on late payments.
- 3.3 All charges payable to Brook under this SLA are exclusive of VAT which, where applicable, shall be payable by you against the delivery of a valid VAT invoice.

4. SAFETY AND SECURITY

- 4.1 You must notify Brook of any health and safety hazards that may arise in connection with the delivery of the session. This includes physical hazards and other hazards (including respiratory infections such as COVID-19 or other health risks). Sessions may be cancelled or rescheduled if Brook considers that such hazards place the Brook practitioner at undue risk.
- 4.2 While on your premises, Brook staff will comply with all reasonable regulations communicated by you relating to the safety and security of the premises and those within the premises. You are responsible for communicating emergency protocols to the Brook practitioner including, but not limited to, emergency evacuation procedures and lockdown procedures.
- 4.3 Brook has a zero tolerance policy for sexual harassment. You must have appropriate risk assessments in place to prevent sexual harassment against Brook staff and provide a copy on request. Brook will investigate any allegation of sexual harassment against its staff and criminal acts will be reported to the police.
- 4.4 Brook does not accept threatening language, behaviour or violent behaviour towards its practitioners and any participant engaging in this behaviour will be asked to leave. If a Brook practitioner feels at undue risk they may cancel or terminate the session at any time. No refund will be payable.

5. SAFEGUARDING AND CONFIDENTIALITY

- 5.1 Unless otherwise indicated in Section A5 of the SLA, Brook's safeguarding and confidentiality policies will apply. As such:
 - 5.1.1 All and any information shared with Brook's practitioner by a participant, whether in person or through digital means, will be treated confidentially and Brook shall not be obliged to share that information with you.

5.1.2 If Brook's practitioner believes that a participant, or another young person or adult at risk, are at risk of harm, they will follow Brook's *Safeguarding Policy and Procedure*, which may include sharing information with external agencies as appropriate in the best interests of that person.

5.2 Where Section A5 of the SLA indicates that your safeguarding and confidentiality policies will apply then Brook shall refer any safeguarding concerns to your safeguarding lead. You shall be responsible for the appropriate follow up of any such concerns.

6. LEARNING NEEDS

6.1 Brook's education sessions are developed with a range of people in mind, and in line with the DfE SEND Code of Practice statement that "high quality teaching that is differentiated and personalised will meet the individual needs of the majority of children and young people". This means that our sessions should be suitable for, and meet the needs of, the majority of young people educated within a mainstream setting. Our sessions may not be suitable for those with:

- a reading age significantly lower than their chronological age;
- a significant difficulty processing verbal language;
- very limited understanding of English;
- challenging behaviour.

6.2 It is your responsibility to notify Brook of any such additional needs at the time of booking. Brook reserves the right to postpone a session if sufficient information about participants' needs has not been provided, or if the facilitator does not feel that the session meets the needs of the participants.

7. PARTICIPANT WELLBEING

7.1 Some of the topics covered within Brook sessions can be sensitive and may be distressing or triggering for participants. Brook has a Trauma Informed Approach, meaning that participants are not expected to remain in a session should they find it upsetting.

7.2 Brook staff will make this clear at the beginning of a session and will distinguish between content that is distressing and content that is awkward or embarrassing. Participants are supported to remain in the session in the latter examples, but provision must be provided for participants to leave the session if the content negatively affects their wellbeing.

8. COPYRIGHT AND INTELLECTUAL PROPERTY

- 8.1 Where the delivery of the session(s) includes the use of, training on, or other provision of expertise in relation to Brook's intellectual property, all interest, title and rights to that intellectual property shall remain vested in Brook.
- 8.2 Brook authorises you to make use of such intellectual property for the sole purpose of benefitting from the session(s). You shall have no other rights, including rights to reproduction, in respect of Brook's intellectual property.

9. DATA PROTECTION

- 9.1 Both you and Brook shall comply with the Data Protection Legislation and shall ensure that all Personal Data processed in connection this agreement is processed in accordance with the provisions and principles of this legislation.
- 9.2 To the extent that Brook is acting as a Data Processor in relation to data for which you are the Data Controller, the provisions of Schedule 1 will apply.

9.3 Your data

- 9.3.1 Brook will capture and store data about you (the person making this booking) for the purpose of delivering this agreement and managing our relationship. For such data Brook is the Data Controller. All such data will be managed in accordance with our privacy statement: <https://www.brook.org.uk/our-services/privacy-policy>.

9.4 Data you provide: Training for professionals/adults

- 9.4.1 We may require you to provide some data about the training participants in advance of the session (including but not limited to name, job title, organisation and contact details). For such data you are the Data Controller and Brook is the Data Processor. It is your responsibility to ensure you have all necessary consents to provide this data to Brook.
- 9.4.2 The data will be used by Brook for the purposes of delivering and evaluating this agreement and to ensure that only registered participants are able to access sessions. It will be deleted on completion of the agreement, unless the data subject provides consent for Brook to use the data for other purposes (such as marketing of other relevant training opportunities) or Brook is required by law to retain it.
- 9.4.3 Brook may collect anonymised data from participants during or after the session in order to evaluate the impact of our provision. All such data will be processed in accordance with our privacy statement: <https://www.brook.org.uk/our-services/privacy-policy>.

9.5 Data you provide: Education for young people

- 9.5.1 We may require you to provide some data about the participants in advance of the session (including but not limited to a register of names). For such data you are the Data Controller and Brook is the Data Processor. It is your responsibility to ensure you have all necessary consents to provide this data to Brook.
- 9.5.2 The data will be used by Brook for the purposes of delivering the session and to ensure that only registered participants are able to access sessions. It will be deleted on completion of this agreement unless Brook is required by law to retain it.
- 9.5.3 All such data will be processed in accordance with our privacy statement: <https://www.brook.org.uk/our-services/privacy-policy>.

9.6 Data provided by participants

- 9.6.1 During the course of the session, participants may share personal information directly with Brook. For such data Brook is the Data Controller.
- 9.6.2 Data is collected for the purpose of providing the best possible support and information and to evaluate the impact of our provision. In some cases, information shared by participants may result in the creation of an individual service user record or safeguarding record. Participants will always be informed about how we will collect and store their information at the start of the session.
- 9.6.3 All such data will be managed in accordance with our client privacy statement: <https://www.brook.org.uk/our-services/privacy-and-confidentiality>.

9.7 Brook is not responsible for any data that you or any participant shares directly with any digital platform used for the session. Such data will be processed in accordance with the platform's privacy statement.

9.8 You can find further information about your rights in relation to your data in our privacy statement, or by contacting our Data Protection Officer: dataprotection@brook.org.uk.

10. LIMITATION OF LIABILITY

- 10.1 To the extent permitted by law, the maximum aggregate liability of Brook arising out of or in connection with this SLA will not exceed 100% of the amount payable by you to Brook under this SLA.
- 10.2 Brook is not liable for any consequential, special or indirect damages, loss of profits or liquidated damages arising under or in connection with this SLA.



- 10.3 Nothing in this SLA shall limit or exclude the liability of either party for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation or wilful default, or any matter for which it would be unlawful to exclude or restrict liability.

11. CONFIDENTIALITY AND PUBLICITY

- 11.1 Both you and Brook agree that if, in the course of delivering the session(s), either party is provided with, or has access to, any confidential or commercially sensitive information belonging to the other party, then it shall not at any time disclose to any person any such confidential information, except to its employees, officers, representatives or advisers for the purposes of providing, or benefitting from the session(s), or as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.2 Brook reserves the right to reference its work with you in publicity, including mentions on social media. If you do not want Brook to mention you then please advise your Brook contact.

12. GENERAL TERMS

- 12.1 Nothing in this SLA shall prevent Brook from delivering identical or similar session(s) to any other organisation, or from being engaged, concerned, or having any financial interest in any capacity in any other business, trade, profession or occupation.
- 12.2 Nothing in this SLA shall create a partnership or joint venture or relationship of employer and employee or principal and agent between you and Brook and accordingly neither party shall be authorised to bind the other.
- 12.3 This SLA and all disputes and claims arising out of or in connection with it shall be governed by the laws of England and Wales and both Parties agree to submit to the exclusive jurisdiction of the English courts.



SUPPLEMENTARY TERMS: ONE-TO-ONE SUPPORT

Where your booking is for one-to-one support of a young person, the following supplementary terms shall apply.

01. YOUR COMMITMENTS

- O1.1 You will ensure that a designated contact is available on site at all times during face-to-face sessions. The designated contact will not attend the session, but must be able to be contacted by the Brook practitioner during the session if necessary. For remote support, you will ensure that an emergency contact is available to be contacted by the Brook practitioner if required.
- O1.2 Both you and Brook will remind the young person of their appointment with Brook. You will notify Brook of any medical appointments, illness or exclusions of which you are aware that may affect the young person's appointments with Brook at the earliest opportunity.
- O1.3 Young people are expected to be on time for their appointment. Lateness will reduce the length of the session.
- O1.4 Repeated non-attendance may result in the young person no longer being able to access support from Brook. This will always be discussed on an individual basis.

02. SAFEGUARDING AND CONFIDENTIALITY

- O2.1 As the relationship between the young person and Brook is confidential, it is expected that the young person will attend the session alone, and that the session will take place in a space in which confidentiality and privacy can be maintained, whether delivered in person or remotely.
- O2.2 In some circumstances a young person may require a support worker or other professional to be present during the session. This may be a person internal or external to your organisation. In such cases it is a condition of the session that:
 - O2.2.1 The presence and role of the support worker is agreed with Brook in advance and documented in the SLA;
 - O2.2.2 The young person consents to the attendance of the support worker;
 - O2.2.3 The support worker understands and agrees that the content of the session is strictly confidential and must not be shared, either with you, with the parent/carer of the young person, or with any third party;
 - O2.2.4 The support worker understands the safeguarding protocols in place and raises any safeguarding concerns with the Brook practitioner in order that the appropriate safeguarding policy is followed as agreed within this SLA;

O2.2.5 The support worker attends a preliminary meeting prior to the session in order to discuss their role if this is considered necessary by Brook.

03. REMOTE SUPPORT

O3.1 Where mutually agreed between Brook and the young person, sessions may be delivered remotely, such as over the phone or via a digital platform. Remote support may take place within the school environment (with the young person in a suitable private space) or outside of this environment as agreed with you and the young person.

O3.2 Where it is agreed that the remote support will take place outside of the school environment (e.g. at home), and where there is a need to inform parents/carers, it is your responsibility to seek parental consent and to inform parents/carers of the need for the young person to take part in the session from a suitable private space.

04. DATA PROTECTION

O4.1 For one-to-one support we may require you to provide additional data about the young person in advance of the session. This may include direct contact details and special category data. It is your responsibility to ensure you have all necessary consents to share this data, and the means to securely transfer this data to Brook.

O4.2 All one-to-one support will result in the creation of an individual service user record and may result in a safeguarding record. Data is collected for the purpose of providing the best possible support and information and to evaluate the impact of our provision. The young person will always be informed about how we will collect and store their information at the start of the session.

O4.3 For all such data, whether provided by you or directly by the young person, Brook will be the Data Controller. Brook will collect and process the young person's data in accordance with our client privacy statement: <https://www.brook.org.uk/our-services/privacy-and-confidentiality>.



SUPPLEMENTARY TERMS: DIGITAL DELIVERY

These supplementary terms apply to all sessions that will be delivered remotely via a digital platform, including one-to-one and group sessions.

D1. YOUR COMMITMENTS

- D1.1 Brook will have the sole right to determine which particular digital platform is used for each session. It is your responsibility to ensure that participants have access to the necessary technology to enable their participation. Brook accepts no liability for you or any registered participant(s) being unable to access or participate in the session due to a lack of suitable device or internet connection.
- D1.3 To minimise the transfer of data, wherever possible Brook will provide the link for the digital session/evaluation and any associated joining instructions directly to you. It is your responsibility to provide such links and joining instructions to the participants. To join the session, participants may be required to provide information directly to the digital platform.
- D1.4 For sessions that will be delivered to young people via a digital platform where the participants will be joining the session directly via their own devices outside of the classroom environment, it is your responsibility to ensure that participants are given suitable instructions and support in advance of the session including:
 - D1.4.1 How to access and use the platform, and understand any sharing of personal data that takes place with the platform.
 - D1.4.2 Appropriate digital security, including that the session link/password must not be shared (other than with a parent/carers) and logging out at the end of the session.
 - D1.4.3 The expectation of appropriate classroom behaviour and online etiquette.
 - D1.4.4 Not recording, copying, screenshotting or otherwise sharing or distributing the session.

D2. TECHNICAL FAILURES

- D2.1 Should the digital session be unable to be delivered due to a wider connectivity issue (including but not limited to any technical problems affecting the digital platform, or lack of internet connection affecting the Brook facilitator):
 - D2.1.1 For group sessions, Section 3 of Brook's [Cancellation Policy](#) shall apply;
 - D2.1.2 For one-to-one support, Brook will either arrange alternative provision such as telephone support or reschedule the session as agreed with the young person.



D2.2 Should digital evaluations be unable to be delivered due to a wider connectivity issue, paper evaluations will be used as an alternative.

D3. LIMITATION OF LIABILITY

D3.1 Brook is not responsible for the digital platform itself and accepts no liability for any viruses or similar introduced through any participant's connection to the platform. You are responsible for ensuring that any device that you or any registered participant uses to access the session is adequately configured in terms of security to protect against any risks.

SCHEDULE 1 – DATA PROCESSING

DEFINITIONS

'Controller', 'Processor', 'Data Subject', 'Restricted Transfer', 'Personal Data', 'Personal Data Breach', 'Processing' and 'appropriate technical and organisational measures' shall have the same meanings as defined in the Data Protection Legislation.

"Data Protection Legislation" shall mean all applicable data protection and privacy legislation in force from time to time in the UK including:

- (i) the UK-GDPR as defined in The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 ("UK-GDPR");
- (ii) the Data Protection Act 2018 including any amendments effected by The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 ("DPA 2018"); and
- (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

DATA PROCESSING CLAUSES

In respect of any Personal Data processed under this Agreement. The Processor shall:

1. Comply with and not cause the Controller to breach any obligations under the Data Protection Legislation.
2. Notify the Controller without undue delay if it identifies any areas of actual or potential non-compliance with the Data Protection Legislation.
3. Process Personal Data only for the purpose of performing the contract between the Controller and the Processor and any other documented instructions from the Controller which may be received in writing, from time to time, (unless the Processor is required to process Personal Data to comply with any applicable laws within the United Kingdom, in which case the Processor will notify the Controller of such legal requirement prior to such Processing unless such law prohibits notice to the Controller on public interest grounds).
4. Not engage or use any third party for the Processing of Personal Data or permit any third party to Process Personal Data without the prior written consent or general written authorisation of the Controller. Such consent shall not unreasonably be withheld. In the case of general written authorisation, the Processor shall inform the Controller of any intended changes concerning the addition or replacement of other processors, thereby giving the Controller the opportunity to object to such changes.
5. If the Processor appoints a Sub-Processor, the Processor will ensure that, prior to the Processing taking place, there is a written contract in place between the



Processor and the Sub-Processor that specifies the Sub-Processor's Processing activities and imposes on the Sub-Processor the same terms as imposed within these data processing clauses. The Processor will procure that Sub-Processors will perform all obligations set out in these clauses and the Processor will remain responsible and liable to the Controller for all acts and omissions of Sub-Processors as if they were its own.

6. Ensure that any individual authorised to Process Personal Data is subject to confidentiality obligations or is under an appropriate statutory obligation of confidentiality.
7. At the choice of the Controller, securely delete or return all Personal Data promptly at the end of the provision of services relating to the Processing, and securely delete any remaining copies, (unless applicable United Kingdom law requires continued storage of the Personal Data by the Processor).
8. Only make a Restricted Transfer of Personal Data if:
 - a. a competent authority or body of the United Kingdom makes, recognises or adopts a binding decision that the country or territory to which the transfer is to be made provides an adequate level of protection for Processing of Personal Data;
 - b. the recipient of Personal Data provides adequate safeguards for the transfer in accordance with United Kingdom adequacy regulations set out in the Data Protection Legislation. In which case the Controller will execute any documents (including data transfer agreements) relating to that transfer which the Processor or the relevant Sub-Processor requires it to execute from time to time; or
 - c. the Processor or the relevant Sub-Processor is required to make the transfer to comply with applicable laws within the United Kingdom, in which case the Processor will notify the Controller of such legal requirement prior to any transfer unless such laws prohibit such notice on public interest grounds.
9. Taking into account all of the possible, and the nature and sensitivity of the processing, implement technical and organisational measures to ensure a level of security appropriate to the risk presented by Processing the Personal Data, in particular from a Personal Data Breach.
10. Notify the Controller promptly and without undue delay upon becoming aware of a reasonably suspected, "near miss" or actual Personal Data Breach.
11. Promptly (and in any event within 72 hours) notify the Controller of any request that it receives for exercise of a Data Subject's rights under the Data Protection Legislation or communication or complaint that it receives from a Data Subject or other third party in connection with the Personal Data.
12. Without charge, provide reasonable assistance to and co-operate with the Controller in:



- a. responding promptly to requests for exercising Data Subjects' rights under the Data Protection Legislation.
 - b. documenting and reporting any Personal Data Breach incidents; and
 - c. conducting data protection / privacy impact assessments of any Processing operations.
13. Co-operate and make available to the Controller all information necessary to demonstrate compliance with the Data Protection Legislation and the obligations set out in these data processing clauses; and allow for and contribute to audits, inspections, and mid contract reviews conducted by the Controller or another auditor mandated by the Controller.