

PENDYNAS
Care & Education Services

Terms and Conditions

Definitions and Interpretation

Pendynas Ltd:	A business trading as Pendynas Care & Education Services
Client:	The party requesting the referral of a Young Person. This is assumed to be the individual who initially contacts Pendynas Ltd, unless otherwise stated in the Referral Form.
Session:	A period of time during which Pendynas Ltd are asked to engage with a referred Young Person for the Client, for which the Client promises to pay Pendynas Ltd.
Session Fee:	Amount charged for a session made up of the Session Fee and the Travel Expenses
Travel Expenses:	Amount charged for travel to and from a session that is based away from Pendynas Ltd Offices
Service:	Any service supplied by Pendynas Ltd which has been requested by the Client.
Service Fee:	Amount charged for Tuition during a lesson.

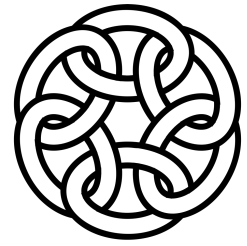
If you, the Client, request the provision of an Education Service by Pendynas Ltd then you agree to abide by the Terms and Conditions stated below:

A. Session Cancellation

1. If a session is cancelled by the Client or the Young Person referred by the Client, for a reason other than an accident or an emergency, then the Client shall be obliged to pay the agreed session fee unless a mutual alternative agreement has been made between the Client and Pendynas Ltd.
2. If Pendynas Ltd cancels an arranged session less than 24 hours before the session is due to begin, for a reason other than an accident or an emergency, Pendynas Ltd will rearrange the planned session at a mutually agreed time. If it is not possible to rearrange a session then Pendynas Ltd will credit the session fee to the Client unless a mutual alternative agreement has been made between the Client and the Tutor.

B. Payment

1. The Client shall pay the Session Fee directly to Pendynas Ltd.
2. Pendynas Ltd will invoice the Client. The amount of the invoice will be the sum of the agreed number of Session Fees for each monthly invoice period unless a mutual alternative agreement has been made between the Client and Pendynas Ltd. The Client must pay the full amount of the invoice on or before the due date on the invoice.
3. If the Client does not pay an amount due before the date when it was due then Pendynas Ltd reserves the right to charge a late payment and administration fee of £50. Further reminder emails/letters that are required to be sent will be charged at a rate of £10 per reminder. Such reminders will be sent no more often than once each calendar month. Pendynas Ltd also reserves the right to charge interest on any overdue amount at 8% above base rate.



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4. In the case of a session fee dispute, the hourly session fee, confirmed when the referral is accepted, will be used.
5. For long term referrals, at the end of each month, tuition automatically carries on unless you give notice to Pendynas Ltd. This will enable Pendynas Ltd to bring sessions to an appropriate conclusion for the Young Person.
6. If you do not provide Notice to Pendynas Ltd or do not provide such notice in sufficient time, Pendynas Ltd will assume that you wish to continue and keep your agreed session slot[s] reserved for you, and you will be charged for any such sessions arranged. This aids continuity and staff availability as long as you need them. In this case, your account will automatically default to the monthly payment plan, where you will be billed monthly at the full session price.

C. Data Protection Act

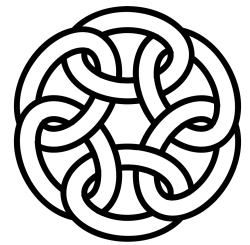
1. Pendynas Ltd is registered under the Data Protection Act to hold and use client data for the purposes of the services that it provides. Clients providing personal data to Pendynas Ltd are consenting to the use of that data by Pendynas Ltd for the purpose of effecting introductions to staff, for billing and session fee collecting purposes and to enable Pendynas Ltd to contact the client, Parents and/or Young Person referred from time to time. Where required for legitimate purposes in connection with Pendynas Ltd business and subject to suitable safeguards that data may be transferred to others.

D. Client Satisfaction Policy

1. When a client has prepaid for a course of sessions, and a client is not satisfied with a particular aspect of the sessions or if the allocated member of staff must stop sessions mid-course due to unforeseeable circumstances, Pendynas Ltd will endeavour to find a replacement member of staff. If a replacement cannot be found of the level and specialism required by the Client, then Pendynas Ltd will refund the balance of the course fees paid by the client representing the number of pre-paid sessions for which the client does not receive the service agreed.

E. Safeguarding

1. Safeguarding of Young People and staff of Pendynas Ltd is paramount at all times. The Designated Safeguarding Lead for Pendynas Ltd is Clint Lanyon who can be contacted via email clanyon@pendynas.co.uk or by telephone on 01209 206379 / 07771 804088
2. The offices of Pendynas Ltd are fitted with CCTV and Pendynas Ltd are registered with the ICO for its use.



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3. Where Pendynas Ltd staff are working on outreach in the Young Persons' own home or another approved venue, there must at all times be another adult present (aged 18yrs or over). If the Client is unable to ensure this is possible, Pendynas Ltd reserve the right to stop a session.

F. Miscellaneous

1. Pendynas Ltd reserves the right to request that sessions arranged with the Client stop at any time. This will be communicated and discussed with the Client.
2. On request, the Client must disclose, to Pendynas Ltd, details of each Young Person being referred as per the standard referral form. This is to allow effective matching of staffing to be made and for the appropriate risk assessments to be written.

Signed.....
Client

Date.....

Signed
Pendynas Ltd

Date 2nd March, 2020