

## STANDARD TERMS AND CONDITIONS OF BUSINESS

**Your Specialist Teacher Limited** Company Number: 16997681

**Effective Date:** 04 February 2026

**Last Reviewed:** 04 February 2026

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These Terms and Conditions ("Terms") govern the provision of specialist teaching outreach services by **Your Specialist Teacher Limited** (hereinafter referred to as "The Company," "We," or "Us") to clients ("The Client," "You," or "Your").

By booking or engaging our services, you agree to be bound by these Terms.

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### 1. SERVICES PROVIDED

1.1 The Company provides specialist teaching outreach services including, but not limited to, professional development training, observations of children/learners and teaching practices, meetings, discussions with parents, modelling of interventions, and comprehensive reporting.

1.2 Specific services and durations (e.g., Half-Day Visit, Full-Day Visit) are outlined in the current pricelist or agreed in writing at the time of booking.

1.3 **Advisory Nature:** All services are provided as recommendations and guidance. The implementation of these recommendations remains the responsibility of the Client (e.g., school, nursery, or parents). The Company does not provide medical diagnoses or clinical therapy unless specifically agreed.

### 2. PRICING & PAYMENT

2.1 **Fees:** Prices for sessions are detailed in the current pricelist or strictly as agreed in writing.

#### 2.2 Payment Terms:

- **Ad-Hoc / Individual Visits:** Payment is due within **14 days** of the invoice date.
- **Subscription Packages:** Subject to the specific terms of the Annual Service Level Agreement (SLA).
- 2.3 **VAT:** All prices quoted are inclusive of VAT where applicable. (Note: If the Company is not VAT registered, no VAT will be charged).

## 2.4 Travel Expenses:

- Travel is calculated from Faversham (ME13 7SE).
- **First 5 Miles Free:** The first 5 miles of the total return journey are included at no additional cost.
- **Excess Mileage:** Any travel distance in excess of this 5-mile allowance will be charged at **£0.45 per mile**.
- Additional expenses (tolls, congestion charges, parking) will be charged at cost where applicable.

2.5 **Late Payment:** Overdue invoices may incur a late payment fee of £25.00, applied in accordance with the *Late Payment of Commercial Debts (Interest) Act 1998*.

## 3. BOOKING & PARENTAL PARTNERSHIP

3.1 **Confirmation:** We accept bookings directly from authorised school staff (e.g., SENCos, Headteachers) via email. This email confirmation serves as a binding contract to pay the agreed fee.

3.2 **Internal References (POs):** The Company does not require a Purchase Order (PO) to confirm a booking. However, if the Client's internal finance procedures require a PO number for payment processing, it is the Client's responsibility to provide this at the time of booking.

### 3.3 Parental Partnership & Authority:

- **Public Task:** We acknowledge that the Client commissions our services under their statutory "Public Task" (SEND Code of Practice), which provides the legal basis for data processing under GDPR.
- **Mandatory Engagement:** However, the Company operates on a strict ethos of transparency. It is a **condition of engagement** that the Client must ensure the learner's parents/guardians are fully informed of the visit and provided with the **Your Specialist Teacher Parental Partnership Form** prior to our attendance.
- **Warranty:** By confirming the booking, the Client warrants that they have the necessary authority to share relevant student data with The Company.

## 4. CANCELLATION & RESCHEDULING

*We understand that schools are busy environments, but late cancellations prevent us from supporting other settings.*

#### **4.1 Cancellation & Substitution by The Client:**

- **More than 48 Hours' notice:** No charge. (Full refund or reschedule).
- **Less than 48 Hours' notice:** 100% of the agreed fee will be charged.
- **Learner Substitution:** If the intended learner is absent or unwell, the Client **may substitute a different learner** for the same scheduled visit to avoid cancellation charges. This is strictly on the condition that the **Your Specialist Teacher Parental Partnership Form** for the new learner has been shared with parents and is available prior to the visit.
- **Non-Attendance:** If the Consultant arrives and the visit cannot go ahead (e.g., child absent/unwell and no substitute is available), 100% of the fee is payable.

**4.2 Cancellation by The Company:** In the rare event we must cancel due to illness or emergency, we will offer a full refund or priority rescheduling. We shall not be liable for any secondary costs incurred by the Client.

## **5. REPORTS**

5.1 Written reports are included with "Observation" visits. They are typically provided within **7–10 working days** of the visit.

5.2 "Training Only" sessions do not include a report unless agreed in advance.

## **6. SAFEGUARDING & DATA (GDPR)**

6.1 **DBS:** All staff working directly with children hold an Enhanced DBS check (Update Service).

6.2 **Safeguarding Policy:** The Company operates under a strict Safeguarding Policy. While on-site, our staff will also adhere to the Client's safeguarding procedures.

**6.3 Data Protection:** Your Specialist Teacher Limited is registered with the Information Commissioner's Office (ICO). All personal data is processed in accordance with the UK GDPR and our Privacy Policy.

## 7. LIABILITY

7.1 The Company provides services with reasonable care and skill.

7.2 **Limitation:** The Company shall not be liable for any loss or damage arising from the implementation (or non-implementation) of advice provided. The responsibility for action lies with the Client.

7.3 **Cap on Liability:** The Company's total liability for any claim shall not exceed the total fees paid by the Client for the specific service from which the claim arose.

## 8. GENERAL

8.1 **Entire Agreement:** These Terms constitute the entire agreement between the parties.

8.2 **Jurisdiction:** These Terms shall be governed by and construed in accordance with the laws of England and Wales.

## 9. CONTACT

### Your Specialist Teacher Limited

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