

GROVE Neurodivergent Mentoring & Education's Long Term Group Programmes Terms & Conditions

1. SUMMARY OF KEY TERMS

PROGRAMME OUTLINE	
Contents of programme	Weekly re-occurring online group sessions as outlined upon registering and in confirmation email.
Total payment due per group session	<p><i>The fees listed below are per session and are payable in advance by monthly invoice.</i></p> <p><i>If self-funded privately by the parent/carer:</i></p> <p>1 hour groups: £15</p> <p>45 minute groups: £11.25</p> <p>30 minute groups: £7.50</p> <p><i>If booked and/or funded by Local Authorities or schools or other professional organisations of any kind:</i></p> <p>1 hour groups: £25</p> <p>45 minute groups: £18.75</p> <p>30 minute groups: £12.50</p> <p>Please note clause 3.14 for work associated with EHCPs/professional bodies.</p> <p>At present there is no VAT payable.</p>
Cancellation	If you are purchasing as a consumer (please see paragraph 6.5 below) you may cancel the Contract within 14 days of the date of your registration.

2. APPLICATION OF TERMS AND CONDITIONS

2.1. These terms and conditions ("Terms") apply to all long-term group programmes ("Programme") operated by GROVE Neurodivergent Mentoring & Education LTD ("we" or "us"). By registering to be a participant in our Programme, you agree to the following Terms and that these prevail over any inconsistent terms or conditions contained, or referred to, elsewhere or as implied by law, trade custom, practice or course of dealing.

- 2.2. The agreement is between us and you, the person or entity registering the child/young person to be a participant in the Programme (“you”) and which is subject to these Terms (“Contract”), shall come into effect upon us emailing you to confirm our acceptance of your registration for the Programme and shall continue until terminated in accordance with these Terms.
- 2.3. If you are booking online, the booking process will be as follows:
- 2.3.1. add the Programme to the cart and follow steps as directed;
 - 2.3.2. complete the booking form within 48 hours of booking;
 - 2.3.3. make payment by BACS transfer within 48 hours of booking;
 - 2.3.4. If at any stage you have made an error in your order, you may email us at finance@gr0ve.org to correct any errors.
- 2.4. If you are booking online, you should print a copy of these Terms for your records as we will not be filing a copy and we may change these Terms from time to time.
- 2.5. These Terms should be read in conjunction with our Website Terms of Use, Privacy Policy and Acceptable Use Policy (all of which can be found on our website www.gr0ve.org (“site”).
- 2.6. Any content posted or submitted by you to our site or in our forum or any contribution on group sessions in the course of the Programme is subject at all times to the Acceptable Use Policy.
- 2.7. Where you are a corporate entity, a Local Authority or school, “you” as used in these Terms shall be deemed to include your officers and employees and you shall procure that such officers and employees fully comply with these Terms.

3. PROGRAMME

- 3.1. The Programme consists of re-occurring, weekly online sessions as detailed on the site, confirmation email and Group Guide.
- 3.2. **GAPS IN THE PROGRAMME:**
- 3.2.1. There will be occasional short gaps to allow for Mentor recuperation or any other reason – we will endeavour to give as much notice for these breaks as possible.
 - 3.2.2. Some of our groups take a more structured ‘6 or 8 week on, 1 week off’ approach as detailed on the site, confirmation email and Group Guide – there still may be occasional, additional breaks.
- 3.3. **SESSIONS CANCELLED BY US:** When a session does not run there will be no charge. If a session is cancelled at short notice and payment has already been made you can choose a refund or the session fee can be deducted from the following month’s invoice.

3.4. RE-BOOKING: Monthly re-booking is via payment of the invoice sent around the 23-25th of the month. If the invoice is not paid as outlined in clause 5, then we will assume you no longer require the space and will offer the space to our waiting list or for general booking.

3.5. DATE/TIME OF SESSIONS:

3.5.1. The date and time of all sessions are as set out on the site or as otherwise communicated to you, but are subject to change. We will provide you with as much notice of any change as is possible but we shall not be liable to you in any way for any change to such dates or times. Please check the site, our Facebook Group and your emails regularly for updates on changes to dates and times.

3.5.2. Group sessions shall start and end at the scheduled times regardless of the time that you join the session. If you are late for a group session, the session will not be extended and we shall not be obliged to refund you any amounts in relation to such session.

3.6. CHANGES TO MENTOR: If we need to make a permanent change the Mentor(s) we will endeavour to provide 2 weeks notice before any change is made. From time to time, we may need to make a temporary change to the Mentor(s) by substituting another GROVE Mentor to cover any of the sessions. We endeavour to provide a much notice as possible if this is necessary.

3.7. MENTOR NON-ATTENDANCE/LATENESS/TECHNICAL DIFFICULTIES:

3.7.1. If either Mentor is unable to attend, then the session may run with only 1 Mentor.

3.7.2. In the unlikely event that both Mentors runs late or experience technical problems before or during the session then we will ensure that you are offered an opportunity to make up the time either:

3.7.2.1. By extending the current session if mutually convenient;

3.7.2.2. By extension to a subsequent session;

3.7.2.3. By offering an additional session.

3.7.3. If you do not hear from your Mentor within 15 minutes of the start of your session please contact mentoringsupport@gr0ve.org - it may be that your Mentor is dealing with a risk of immediate harm/danger to another child/young person in which case your Mentor has to follow our safeguarding procedures to contact emergency services *before* letting parents/carers of sessions know about lateness or cancellation.

3.8. ATTENDANCE: We understand that for many of our children/young people full and regular attendance may be challenging. We want to support you and your child/young person if they are struggling to attend. Please speak with your Lead Mentor directly first and if need be, also email mentoringsupport@gr0ve.org so that we can support.

3.9. UNPLANNED NON-ATTENDANCE: Please email your Mentor in the event of unplanned non-attendance – this enables us to be sure your young person is safe. Your young person's attendance is voluntary, they will not lose

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their place if they cannot attend individual sessions. If we can do anything to support their attendance and comfort please do ask – we want this to be a positive, supportive and safe environment for them. **Unfortunately, we cannot refund the Programme fees for non-attendance except for clause 3.10.**

- 3.10. **PLANNED NON-ATTENDANCE:** For planned non-attendance, you are granted up to 2 session payment breaks per calendar year providing 1 week notice is given. If you have already paid for the session you can choose to deduct it from the following month's invoice or receive a refund. Regretfully we are unable to provide more than 2 sessions unpaid whilst retaining a space as it is not financially viable.
- 3.11. **REQUESTING A LONGER PERIOD OF NON-ATTENDANCE:** If your young person wants to take a break from the group then unfortunately, we cannot reserve a space for them without payment. If we can do anything to support their attendance and comfort please do ask – we want this to be a positive, supportive and safe environment for them. If the contract is terminated, then we cannot guarantee a space will be available to return to later.
- 3.12. **GENERAL COMMUNICATION WITH YOUR LEAD MENTOR:** Your Mentor is always your first point of contact and short email communication with them is encouraged. For anything more please book a meeting with them.
- 3.13. **BOOKING A PARENT/CARER/GUARDIAN MEETING WITH YOUR MENTOR:** If you wish to book a 15 minute, 30 minute or 1 hour meeting with your child/young person's Mentor then please contact your Mentor directly and also copy mentoringsupport@grOve.org in. Meetings are charged at £45 per hour (pro rata). Meetings can take place on Microsoft Teams, by telephone or via text chat – please inform your Mentor of your preference. Please note that GROVE respects your child/young person's right to confidentiality so Mentors will not discuss specific aspects of your child/young person's Mentoring sessions or experiences without their prior permission. You will be invoiced for the time booked even if you do not use the entire time this is because the Mentor will not be able to book additional work during that time. Please note that if the time is exceeded you will be invoiced for that additional time also – your Mentor will remind you of this during the meeting when you are nearing the end of your booked time.
- 3.14. **BOOKING WORK ASSOCIATED WITH EHCP's, MEETINGS WITH PROFESSIONALS or SUCH-LIKE:** Any work associated with professionals (such as EHCP reports, reviews or any work of a similar nature) is payable at £50 per hour charged in increments of 15 minutes. This work must be booked in advance with a minimum notice period of 2 weeks and is subject to availability. Please communicate with GROVE's Director Jess Garner on mentoringsupport@grOve.org. Meetings will need to be online or by telephone as we cannot travel in person to attend. For meetings, you will be invoiced for the time booked even if you do not use the entire time this is because the Mentor and/or Director will not be able to book additional work during that time. Please note that if the time is exceeded for meetings, you will be invoiced for that additional time also. For written work we will supply an estimate of time needed and ask you to accept this before we proceed, if whilst completing the work this estimate changes, we will seek your approval before continuing. Please note we will not be able to

communicate with professionals without your explicit permission and also your child's if they are 13 or over. We will also not discuss specific aspects of your child/young person's Mentoring sessions or experiences without their prior permission.

- 3.15. **SAFEGUARDING:** The parent/carer/legal guardian or a responsible adult must always remain in the house. You do not need to be present during the session but must ensure you are nearby, and we advise that the child is in a room that does not have a closed door. It is the parent/carer/legal guardian's sole responsibility for enforcing this.

3.15.1. Sessions are always recorded for safeguarding and insurance purposes - please refer to our Privacy Policy providing further details.

3.15.2. We must verify your child's identity before their first session if they are not going to be using their camera or do not intend initially to use their camera – you will be offered different ways of doing this but regretfully, we will not be able to work with a young person if we cannot verify their identity.

4. **ONLINE SESSIONS: *Including required software/hardware and data protection***

- 4.1. You agree to keep user details and your password for the site, your video call account and any communication forum (e.g. our Facebook group) confidential at all times and to not disclose them to any third party. You must notify us immediately if you become aware of any unauthorized use of your account and you shall indemnify us against all claims, damages, losses, costs or expenses (including professional fees) and any other liability which arises from any unauthorized use of your account. In using our Facebook Group, you agree to comply with our Acceptable Use Policy that you can view at <https://gr0ve.org/acceptable-use-policy/>.
- 4.2. You are required to have access to a personal computer with sound, microphone and video capability, reliable internet connection and the capability to access Microsoft Teams in order to access the programme.
- 4.3. From time to time we may supply complimentary copies of resources via password protected access to areas of our website or via email. We protect our hardware and software with anti-virus and malware protection.
- 4.4. The online sessions of the Programme are held on third party secure servers and we have taken all reasonable steps to ensure that the online content will be available at all times during the course of the Programme but in the event that such content (or any content added by you or other participants in the Programme) is not available in whole or in part at any time, or becomes corrupted, is deleted or is failed to be stored, we shall have no liability in any circumstances.
- 4.5. You agree to keep user details and your password for the site confidential at all times and to not disclose them to any third party. You must notify us immediately if you become aware of any unauthorized use of your account and you shall indemnify us against all claims, damages, losses, costs or expenses (including professional fees) and any other liability which arises from any unauthorized use of your account.
- 4.6. You are required to have access to a personal computer with sound, microphone and video capability, reliable internet connection and the capability to access Microsoft Teams in order to access the programme.

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4.7. From time to time we may supply complimentary digital items such as PDF copies of resources via password protected access to areas of our website or via email. We protect our hardware and software with anti-virus and malware protection.

5. PAYMENT

- 5.1. The total price payable for each session of the Programme is as set out in the summary of key terms above. Prices for sessions are subject to review and change, we will provide 14 days notice of any price change.
- 5.2. Payment is made in advance and invoices for the following month are sent on the 23rd- 25th of each month and these must be paid within 3 days of the date of the invoice.
- 5.3. Payment is to be made by bank transfer as detailed on the invoice.
- 5.4. Without prejudice to any other right or remedy that we may have, if any sum payable under these terms is not paid within 3 days of the date due we reserve the right to (i) charge interest from the date due for payment to the actual date of payment at the rate of 4% above the base rate of the Bank of England from time to time in force and/or (ii) suspend the availability of the Programme until such time as payment is made or the Contract is terminated.
- 5.5. If payment is not received within 7 days then admission to sessions may be paused until payment is made.
- 5.6. If payment is not received within 14 days then admission to sessions will be terminated.
- 5.7. The total price payable as set out in the summary of key terms is inclusive of Value Added Tax (and any other applicable taxes or duties) which shall be added at the applicable rate where necessary.
- 5.8. All payments are non-refundable other than as set out in paragraph 7.4 below.

6. OUR OBLIGATIONS

- 6.1. We warrant to you that the Programme is of satisfactory quality and reasonably fit for the purpose for which the Programme is supplied.
- 6.2. Other than as set out in paragraph 6.1 above, all warranties and representations are excluded to the fullest extent permitted by law. Due to the nature of peer groups and mentoring and the fact that success is dependent on a number of factors over which we have no control, we do not guarantee any particular results.
- 6.3. We will endeavour to ensure that all information that we provide is accurate and up-to-date but we shall not be liable for any claims arising from such information being inaccurate or not up-to-date or otherwise.
- 6.4. You acknowledge that in the course of the Programme you and your young person may have access to other Programme participants confidential information and you agree not to use or disclose to any third party such confidential information. This restriction does not apply to:
- (a) any use or disclosure authorised by you or required by law;

- (b) any use or disclosure which you consider necessary or advisable in order to prevent illegal acts or harm to others; or
- (c) any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.

7. OUR OBLIGATIONS CONT': CANCELLATION:

7.1. BEFORE THE GROUP STARTS and within 14 days of the first booking: If you are buying as a consumer (as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 – namely you are buying the Programme as an individual acting for purposes which are wholly or mainly outside of your trade, business, craft or profession, you may cancel the Contract within **14 days of the date of you booking the Programme** by emailing us at finance@gr0ve.org stating your clear intention to cancel - you may use the form of cancellation annexed to this agreement at Annex 1 if you wish. If we receive such email within 14 days of the date of you registering for the Programme, we shall provide you with a full refund of the amount paid by you up to such date, within 14 days of the day on which we received your valid notice of cancellation and usually by the method originally used by you to pay for your purchase.

7.2. AFTER THE GROUP STARTS:

7.2.1. If you cancel during the initial 14 days of the first booking but your young person has attended sessions your refund will be minus the fee for the sessions used.

7.2.2. After the initial 14 days:

7.2.2.1. Please provide as much written notice as possible to jess@gr0ve.org

7.2.2.2. If we can fill the space, we will refund any sessions you have paid for that month providing the new attendee pays instead.

7.2.2.3. If we cannot fill the space, then regretfully no refund will be offered and your contract will terminate at the end of the month paid for.

8. DATA. You acknowledge that your own and your child's personal data will be processed by and on behalf of us as part of us providing the Programme to you in accordance with our Privacy Notice that you can view at [Privacy Policy | GROVE \(gr0ve.org\)](#).

9. INTELLECTUAL PROPERTY

9.1. We are the owner or the licensee of all Intellectual Property Rights and all other rights in the Programme and all content within the Programme and nothing in these Terms or otherwise shall operate to transfer the

ownership of the Intellectual Property Rights in the Programme or the content of the Programme to you or to any other person.

9.2. You may not at any time copy, reproduce, publish in any form, share, sell, dispose of or otherwise make available to a third party in any way any of the content or materials (or any of the ideas and concepts created by us and contained in the content or materials) contained in the Programme.

9.3. Use of our logo is strictly prohibited without our prior written consent.

9.4. You may not without our prior written consent make any audio or visual recordings of any part of our Programme.

9.5. The provisions of this paragraph 7 shall survive termination of the Contract.

10. TERM AND TERMINATION

10.1. The Contract shall continue until the end of the Programme when the Contract shall expire other than for the Terms that are specifically stated to remain in force.

10.2. Notwithstanding the provisions of paragraph 8.1, either of us may terminate the Contract on written notice to the other with immediate effect if at any time:

10.2.1. The other commits any serious or repeated breach or non-observance of any of the provisions of these Terms; or

10.2.2. The other (i) makes a resolution for its winding up, (ii) makes an arrangement or composition with its creditors, (iii) makes an application to a court of competent jurisdiction for protection from its creditors, (iv) is unable to pay its debts, (v) ceases trading or an administration or winding-up order is made or an administrator or receiver is appointed in relation to such party, (vi) is declared bankrupt or (vii) is convicted of a custodial offence (other than a road traffic offence); or

10.2.3. The other party commits any fraud or dishonesty or acts in any manner which in the opinion of the terminating party brings or is likely to bring the terminating party into disrepute or is materially adverse to the interests of the terminating party.

10.3. We may terminate the Contract without any liability to make any refund to you if your continued participation in the Programme is in our opinion causing disruption to the running of the Programme or to other participants.

10.4. On or before the date of termination of the Contract, you shall immediately pay any unpaid fees or other sums payable under these Terms (which for the avoidance of doubt shall include any remaining instalments regardless of the point at which the Contract is terminated).

- 10.5. Termination of this agreement shall not affect the accrued rights, remedies, obligations and liabilities of either of us as at the date of termination of this Contract, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 10.6. Any delay by us in exercising our right to terminate the Contract shall not constitute a waiver of our right to terminate or to seek any other remedy.
- 10.7. Paragraphs which expressly or by implication have effect after termination of the Contract shall continue in full force and effect after the date of termination of the Contract.
- 10.8. This paragraph 8 shall survive termination of the Contract.
- 10.9. Where the Contract expires, this shall be treated as a termination for the purposes of paragraph 8.7 and all other paragraphs that refer to “termination”.

11. LIABILITY

- 11.1. Nothing in this paragraph 8 shall limit our liability for death or personal injury caused by our negligence or for our fraud or fraudulent misrepresentation or for any matter for which liability cannot be legally excluded or limited.
- 11.2. We shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss or corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses suffered or incurred by you as a result of you entering into the Contract and/or us providing the Programme.
- 11.3. Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall in all circumstances be limited to the price paid by you for the Programme.
- 11.4. Any claims to be brought under or arising out of the Contract must be brought within 6 months of the date of the event giving rise to the claim.
- 11.5. If we are prevented from or delayed in performing our obligations by your act or omission or by any circumstance outside of our control (including our illness or incapacity or that of any member of the team involved in providing the Programme), we shall not be liable to you for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.
- 11.6. We may make changes (and shall not be liable for any additional costs incurred by you or for any other liability incurred by you as a result of changes) in (i) the Programme, (ii) any other content, (iii) the time and date of sessions or (iv) the delivery mode of the sessions (for example changing an in person session to an online session) (v) trainers, instructors or coaches.
- 11.7. The provisions of this paragraph 9 shall survive termination of the Contract.

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- 11.7.1. You acknowledge and agree that:
- 11.7.2. The Contract constitutes the entire agreement and understanding between us and supersedes any previous arrangement, understanding or agreement between us relating to the provision of the Programme (which shall be deemed to have been terminated by mutual consent);
- 11.7.3. in entering into the Contract you have not relied on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Contract or not) relating to the provision of the Programme other than as expressly set out in the Contract.

12. GENERAL

- 12.1. By registering for our Programme you warrant that:
- 12.2. You are legally capable of entering into binding contracts; and
- 12.3. You are at least 18 years old; and
- 12.4.** You are resident in England, Wales and Scotland.
- 12.5. That all information you provide us with is materially true and accurate at all times and not misleading in any way.
- 12.6. You accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site. You agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.
- 12.7. We may vary these Terms (other than the price payable by you for the Programme) as we see fit from time to time and if we do, we shall notify you by email of the change of terms. Your continuation with the Programme will be deemed to be your acceptance of any new Terms. Where there has been a material change to the Terms, if you do not wish to accept the new Terms and provide us with written notice of this within 7 days of our email to you setting out the changes to the terms, the Contract will terminate immediately without further notice and we will refund to you a pro rata amount of any sums paid by you for the Programme in advance, for sessions that you are no longer able to take due to such termination.
- 12.8. The Contract is personal to you and you may not assign, transfer, charge, subcontract, sub-license or deal in any other manner with all or any of your rights under the Contract.
- 12.9. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

- 12.10. If we fail to insist upon strict performance of any of your obligations under the Contract, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is in writing.
- 12.11. If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- 12.12. A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 12.13. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any person that is not a party to the Contract.
- 12.14. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 12.15. We each irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).
- 12.16. Unless the context otherwise requires, a reference to one gender shall include a reference to any other gender.

ANNEX 1

MODEL CANCELLATION FORM

To

GROVE NEURODIVERGENT MENTORING & EDUCATION LTD,
Registered Address: 86-90 Paul Street, London, England, EC2A 4NE.
Email: finance@grOve.org

I/we* hereby give notice that I/we* cancel my/our* contract of for the following services:

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Ordered on

Name of consumer

Address of consumer

Signature of consumer

Date

[* delete as appropriate]

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