## **Terms and Conditions**

The Learning Nest Dorset – Education Consultancy Services

**Effective Date: September 2025** 

These Terms and Conditions ("Terms") govern the provision of educational consultancy services ("Services") by **The Learning Nest Dorset** ("we", "us", "our") to schools, academies, educational institutions, and related organisations ("Client", "you", "your"). By engaging our services, you agree to be bound by these Terms.

#### 1. Services Provided

The Learning Nest Dorset offers tailored consultancy services, which may include but are not limited to:

- School improvement planning
- Curriculum development and review
- Staff training and CPD (Continuing Professional Development)
- SEN/D strategy and support
- Safeguarding audits and advice
- Behaviour management support
- · Leadership mentoring and coaching

All services are customised according to the needs of each Client and detailed in a written proposal or service agreement.

# 2. Engagement Process

- 1. Upon enquiry, an initial consultation (free or charged at our discretion) will be arranged to understand your needs.
- 2. A formal proposal, including scope, fees, and timelines, will be issued for your approval.
- 3. Once accepted, a service agreement or confirmation email will serve as a binding contract between both parties.

### 3. Fees and Payment

- All fees will be detailed in the service agreement or invoice.
- Payment is due within **14 days** of the invoice date unless otherwise agreed.
- Late payments may incur a late fee of 5% per month on the outstanding balance.
- For long-term contracts, periodic invoicing (monthly, termly, etc.) may apply.

### 4. Cancellations and Rescheduling

- At least 5 working days' notice is required to cancel or reschedule a booked session.
- Cancellations with less than 5 working days' notice may be charged at 50% of the agreed fee.
- Non-attendance or same-day cancellations may be charged at 100% of the agreed fee.

## 5. Confidentiality

We will treat all information shared by the Client as confidential and only use it for the purpose of providing the agreed services. Likewise, the Client agrees to maintain confidentiality regarding any proprietary materials or approaches used by The Learning Nest Dorset.

#### 6. Data Protection

We comply with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Any personal data collected will be used solely for the purposes of delivering our services and will not be shared with third parties without consent, except as required by law. A full Privacy Policy is available upon request.

## 7. Intellectual Property

All materials provided by The Learning Nest Dorset, including training materials, templates, and resources, remain our intellectual property unless otherwise agreed in writing. You may use these materials within your organisation but may not reproduce or distribute them without prior consent.

## 8. Limitation of Liability

While we strive to provide high-quality, effective consultancy services, The Learning Nest Dorset shall not be liable for any indirect, incidental, or consequential loss arising from the use of our services. Our total liability shall not exceed the fees paid for the services rendered.

## 9. Force Majeure

We shall not be held liable for any delay or failure to perform our obligations due to events beyond our reasonable control, including but not limited to natural disasters, illness, government actions, or strikes.

#### 10. Termination

Either party may terminate the service agreement with **14 days' written notice**. Any work completed or scheduled up to the termination date will be invoiced and payable.

## 11. Governing Law

These Terms are governed by and construed in accordance with the laws of **England and Wales**. Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

### 12. Amendments

We reserve the right to update these Terms from time to time. Clients will be notified of any material changes in advance.

For any questions or clarification regarding these Terms, please contact:

### **The Learning Nest Dorset**

Email: learningnestdorset@gmail.com

Website: learningnestdorset.org