

Clinical Supervision Terms & Conditions

Effective from 1st September 2023

These terms and conditions (**Terms**) set out the basis on which Innovating Minds CIC (company number 09998435) (**Clinical Supervision Hub**) agrees to provide, and the customer identified in an order form (**Customer**) agrees to take and pay for access to the Clinical Supervision Hub.

i. Definitions and interpretation

a. The definitions and rules of interpretation set out in this clause will apply to this agreement. In this agreement:

Accredited Supervisors qualified clinical professionals employed by Innovating Minds to deliver clinical supervision sessions;

Authorised Users in respect of the relevant Services, the names users authorised by the Customer to use the Services in accordance with these terms;

Business Day a day other than a Saturday, Sunday or bank or public holiday in England;

Clinical Supervision a formal, systematic and continuous process of professional support and learning, for clinical and non-clinical staff (Supervisees). Supervisees are assisted in developed their practice through regular discussion with experienced professionals. The aim is to provide a safe and reflective space, valuing the individual's protection and self-care provision through a reflective process. Clinical supervision is not therapy;

Group Supervision up to four Supervisees attending Clinical Supervision session together;

Order Acceptance the date on which the last party signs an order form or the date on which the Customer first accesses and uses the Services, whichever occurs first;

Resources any content (including documents, guidance, results and audio-visual content), materials, toolkits or other resources provided or made available to Authorised Users through the Services;

Services the Clinical Supervision Hub described at www.innovatingmindscic.com

Statistical Data the aggregated statistical data provided to the Customer through the Services;

Subscription Term the period beginning on Order Acceptance and ending in line with the terms signed in the contract between the Customer and Innovating Minds;

Supervisees individuals that are receiving Clinical Supervision; and

- VAT** United Kingdom value added tax and any other tax imposed in substitution for it.
- b. Headings in these terms are included for convenience only and will have no effect on interpretation.
 - c. A reference to **this agreement** means the agreement between the parties comprising these terms and any terms contained in an order form and the contract signed between the parties.
 - d. Any words that follow **include, includes, including, in particular** or any similar words and expressions will be interpreted as illustrative only and will not limit the sense of any word, phrase, term, definition or description preceding those words.
 - e. Unless the context otherwise requires, any obligation on the Customer shall include an obligation to ensure that its Authorised Users comply with such obligation.
 - f. A reference to **writing** or **written** includes email but not any other form of electronic communication.
 - g. In this agreement:
 - i. each order form entered into by the Customer shall form a separate agreement, incorporating these Terms for the respective Services (this agreement);
 - ii. in the event of any conflict between these Terms and any terms included in an order form, the order form shall take precedence.
 - h. Any obligation on Clinical Supervision Hub under this agreement to comply or ensure compliance by any person or the Services with any law shall be limited to compliance only with laws within the United Kingdom as generally applicable to businesses and to providers of software-as-a-service solutions.
 - i. The Customer acknowledges that nothing in these Terms shall not make it an agent, officer or employee, worker, or partner of Innovating Minds and it shall not hold itself out as such.

ii. **Access to the Services**

- a. Upon Order Acceptance and subject to these Terms, the Clinical Supervision Hub grants the Customer (and through the Customer, the Authorised Users) a non-exclusive, non-transferable right to access and use the Services during the Subscription Term.
- b. As part of the fee paid by the Customer, the Clinical Supervision Hub shall provide (remotely) access to Clinical Supervision session and all Resources.
- c. The Customer acknowledges that the provision of access to the Services may take up to 30 calendar days from submission of your order form and that your use of the Services is subject to the Customer's compliance with these Terms.

- d. The Clinical Supervision Hub shall use its reasonable endeavours to ensure that the Services are available during the hours of 8am to 8pm on Business Days and will ensure that any maintenance will be undertaken outside those hours unless any maintenance is required in order to maintain the security and integrity of the Services.
- e. The Customer acknowledges that the Clinical Supervision Hub shall be entitled to modify the features and functionality of the Services at any time. The Clinical Supervision Hub shall use reasonable endeavours to ensure that any such modification does not materially affect the use of the Services by Clinical Supervision Hub customers generally.
- f. The Services may be subject to delays, interruptions, errors or other problems resulting from use of the internet or public electronic communications networks used by the parties or third parties. You agree that we will not have any liability for any such delays, interruptions, errors or other problems.

iii. **Resources and supervision**

- a. The Clinical Supervision Hub shall ensure that all Resources have been prepared using reasonable skill and care by mental health practitioners of sufficient qualification and experience.
- b. The Clinical Supervision Hub shall ensure that all Supervision Sessions are delivered by Accredited Supervisors.
- c. Subject to clause iii (a) and (b), the Clinical Supervision Hub does not make any guarantee and the Customer acknowledges that no liability or obligation is accepted by the Clinical Supervision Hub:
 - i. that the Services shall meet the Customer's needs, whether or not such needs have been communicated to the Clinical Supervision Hub;
 - ii. that any Resources and recommendations provided through the Services will achieve any particular outcomes; or
 - iii. that the operation of the Services will not be subject to minor errors or defects.
- d. The Services may contain hyperlinks or references to third party resources and websites (Third-Party Resources). Any such hyperlinks or references are provided for the Customer's convenience only. The Clinical Support Hub does not have any control over Third Party Resources and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any Third-Party Resources does not mean that the Clinical Support Hub endorses such Third-Party Resources. The Customer's use of Third-Party Resources may be governed by the terms and conditions relating to them.
- e. Subject to clauses iii (a), iii.a (b) and (c) iii.c, all warranties, conditions, terms, undertakings or obligations whether express or implied and including any implied terms relating to quality, fitness for any particular purpose or ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.

iv. **Authorised Users**

- a. The Customer shall ensure that only Authorised Users use the Services.
- b. The Customer shall ensure that Authorised Users are, at all times whilst they have access to the Services the employees or contractors of the Customer.
- c. The Customer shall keep Clinical Supervision sessions confidential and not share with any third party the links or access details for the Services. If any link has been provided to an individual that is not an Authorised User the Customer shall, without delay, disable any such link and notify the Clinical Supervision Hub.
- d. The Customer shall comply with all applicable laws, rules, and regulations governing export that apply to the Services. The Customer shall be solely responsible for ensuring that its access, importation, and use of the Services in or into any part of the county or territory in which the Customer is located complies with all export and other laws.

v. **Clinical Supervision**

- a. Supervisees will have access to Clinical Supervision delivery by an Accredited Supervisor.
- b. Supervisees will be able to access one to one or Group Supervision. This will be predetermined via the order form submitted by the Customer.
- c. The Clinical Supervision introductory session for Group Supervision will last approximately 90 minutes (remotely). All other sessions – including the introductory session for one to one supervision – will last approximately 50 minutes (remotely).
- d. The frequency of the Clinical Supervision sessions will be discussed and agreed in advance with the Customer and the Clinical Supervision Hub.
- e. Supervisees will be matched to Accredited Supervisors by the Clinical Supervision Hub team to ensure the supervisors have the relevant experience, knowledge, and skills to provide quality supervision.
- f. The Clinical Supervision Hub will endeavour to provide Supervisees access to the same Accredited Supervisor, however, this may not always be possible to fulfil. The Clinical Supervision Hub will inform the Customer if the Accredited Supervisor changes.
- g. The Clinical Supervision Hub may include the Customer's details on a list of partners that is published on its website.
- h. The Clinical Supervision Hub is not responsible for the Customer's or Authorised User's caseload and clinical practice.

vi. **Fees**

- a. The Customer shall pay the fees and any other charges at the rates and in the manner described in the order form.
- b. If you cancel your contract after 14 days of completing the order form, you will not be eligible for a refund.
- c. Customers must commit to commissioning at least three supervision sessions within a 12-month period.
- d. Customers may only terminate this agreement in line with the terms set out in the signed contract with Innovating Minds.
- e. The Clinical Supervision Hub shall invoice the Customer in advance for all fees due under this agreement and the invoices shall be paid within 30 calendar days of the date of each invoice.
- f. All fees and charges are exclusive of VAT which shall be payable by the Customer at the rate and in the manner prescribed by law.
- g. If you cancel any session of Clinical Supervision, with more than 48 hours' notice, and it has not been possible to rearrange this before the expiry of your Subscription, it will be at the discretion of the Clinical Supervision Hub as to whether you may 'carry over' your sessions and still complete your contracted allocation of sessions.
- h. Sessions that are not attended (DNA Sessions) will be charged for at full cost. A DNA Session is when the Supervisee does not attend the session or the Supervisee cancels the session with less than 48 hours' notice. Allowances are not made for sickness or absence from work.
- i. Any request to cancel your Clinical Supervision session must be sent in writing to clinicalsupervision@innovatingmindscic.com and will only be valid once safe receipt of the request has been confirmed.
- j. The Clinical Supervision Hub has the right to charge interest on overdue invoices at the rate of 2% per year above the base rate of the Bank of England, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment, whether before or after judgment.
- k. The Clinical Supervision Hub shall be entitled to increase the fees for the Services at any time by written notice to the Customer provided that the Clinical Supervision Hub shall not be entitled to increase the fees on less than four weeks' prior notice.
- l. To the extent that this agreement terminates or expires, the Customer shall not be entitled to any refund or discount of fees paid for any parts of any period during which the Services cease to be provided.

vii. **Intellectual Property Rights**

- a. All Intellectual Property Rights in and to the Resources, Services and Statistical Data or in any feedback or suggestions for improvement given you will belong to and will remain vested in us. To the extent that you acquire any Intellectual Property Rights in the Resources and Online Services, you agree to assign or ensure the assignment of such Intellectual Property Rights with full title guarantee to us or such third party as we may direct.
- b. We grant you a non-exclusive non-transferable and non-sublicensable right to copy and use (but not modify) the Resources for your own purposes only.
- c. Except for the rights granted in these Terms, you will not acquire any title, rights of ownership, or Intellectual Property Rights of any nature in the Resources or Online Services and no Intellectual Property Rights of either party are transferred or licensed as a result of this agreement.
- d. This clause vii will survive the termination or expiry of this agreement.

viii. **Confidential Information**

- a. Each part shall take all reasonable steps to ensure that any information provided by the other party that is proprietary or confidential (whether marked as such or whether such information ought reasonably to be treated as confidential) (Confidential Information) to which it has access is held in confidence and will not make it available to any third party, or use it for any purpose other than the implementation of this agreement.
- b. Confidential Information will not, without the prior written consent of the other party, be disclosed, copied or modified other than as necessary for the performance of its rights and obligations under this agreement. This clause viii will not apply to information which:
 - i. is or comes into the public domain through no fault of the Customer. Its officers, employees, agents or contractors;
 - ii. is lawfully received by you from a third party free of any obligation of confidence at the time of its disclosure;
 - iii. is independently developed by you, without access to or use of such information; or
 - iv. is required by law, by court or governmental or regulatory order to be disclosed provided that, where possible, you notify us at the earliest opportunity before making any disclosure.
- c. You must give us notice of any unauthorised use, disclosure, theft or loss of the Confidential Information immediately upon becoming aware of the same.
- d. This clause viii will survive the termination or expiry of this agreement for a period of 5 years.

ix. **Data protection**

- a. For the purposes of this clause ix, the terms 'personal data', 'Process', 'Processor' and 'Data Subject' shall have the same meanings as set out in Regulation (EU) 2016/679 (the 'GDPR') as implemented in England & Wales and as amended from time to time.
- b. In connection with the Online Services, you may disclose to us personal data, including the following, relating to children, young people, parents/carers, employees and contractors of yours (the 'Shared Personal Data'):
 - i. contact information (such as name, email address and home/work address);
 - ii. information relating to mental and physical health;
 - iii. information relating to disability, ethnicity, age and gender;
 - iv. information relating to domestic and professional environments (such as relationship information, cohabitees, life events, professional roles and experience); and
 - v. any other information provided to us in the course of providing the Services.
- c. Each party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with:
 - i. the GDPR, the UK Data Protection Act 2018 and any other applicable laws protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the processing of personal data (the 'Data Protection Laws');
 - ii. the information provided to Data Subjects; and
 - iii. any consents obtained from Data Subjects.
- d. You shall ensure that we (and any processors appointed by us) are legally permitted to store and Process the Shared Personal Data in connection with the Online Services including, but not limited to, the following:
 - i. the transfer of any Shared Personal Data to us and the processing of Shared Personal Data by us in accordance with this Agreement will be consistent with the information provided by you to any Data Subjects to whom the Shared Personal Data relates in accordance with articles of 13 and/or 14 of the GDPR (as applicable);
 - ii. where required under Data Protection Laws, you shall obtain valid consent from Data Subjects to whom the Shared Personal Data relates to the transfer of the Shared Personal Data to us and the processing of the Shared Personal Data by us in connection with the provision of the Services, in accordance with the requirements in Article 7 of the GDPR; and
 - iii. The Shared Personal Data shall not relate to any Data Subjects that have exercised a right to erasure of that personal data under Article 17 of the GDPR or a right to object to the processing of that personal data under Article 21 of the GDPR.

x. **Limitation of liability**

- a. Subject to clause x (b) x.b, our total liability in respect of the provision of the Services (however arising under or in connection with this agreement) will not exceed an amount equal to the Initial Fee or the Annual Fee actually paid by you in the 12-month period immediately preceding the first incident giving rise to any claim under this agreement.
- b. We will not be liable for any consequential, indirect or special losses, direct or indirect loss of profit, destruction, loss of use or corruption of data, loss or corruption of software or systems, loss or damage to equipment, loss of use, loss of production, loss of contract, loss of opportunity, loss of savings, discount or rebate (whether actual or anticipated) and/or harm to reputation or loss of goodwill.
- c. This clause xx will survive the termination or expiry of this agreement.

xi. **Suspension**

- a. The Clinical Supervision Hub may suspend access to the Services to all or some of the Authorised Users if:
 - i. the Clinical Supervision Hub suspects that there has been any misuse of the Services or breach of this agreement or the contract with Innovating Minds; or
 - ii. the Customer fails to pay any sums due to the Clinical Supervision Hub by the due date for payment and has not paid such sums within a period of five Business Days of receiving written notice from the Clinical Supervision Hub.
- b. All fees shall remain payable during any period of suspension despite the fact that the Customer or some or all of the Authorised Users may not have access to the Services.

xii. **Term and renewals**

- a. On expiry of the Subscription indicated in the order form, this agreement shall continue and automatically renew in line with the terms set out in the contract between the Customer and Innovating Minds.
- b. If either party wishes for the Subscription to expire on the next Renewal Date, it may cause the Services to expire on that Renewal Date by notice provided that such notice is served at least 30 days prior to that Renewal Date. If notice is not served within the timeframes set out in this clause xii b, this agreement shall renew at the next Renewal Date in accordance with clause xii a.

xiii. Termination

- a. Either party may terminate this agreement in line with the terms set out in the contract between the parties.
- b. Immediately on termination or expiry of this agreement, the rights granted by the Clinical Supervision Hub under this agreement shall terminate and the Customer shall:
 - i. stop using the Services; and
 - ii. destroy and delete or, if requested by the Clinical Supervision hub, return any copies of any Resources and Statistical Data that are in its possession or control.
- c. Termination or expiry of this agreement will not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and will not affect any provision of this agreement that is expressly or by implication intended to continue beyond termination.

xiv. Changes to the Services

- a. If either party wishes to make any changes to the nature, volume or execution of the Services provided to the Customer it shall submit written details of the requested change to the other party. Together with the submission, or following receipt (as appropriate) of a change of request, the Clinical Supervision Hub shall, within a reasonable time, provide an estimate to the Customer of:
 - i. the time required to implement the change; or
 - ii. any other impact of the requested change on the Services, fees, or any other terms of this Agreement.
- b. The Customer shall consider the request or proposal (as appropriate) in good faith and shall provide its formal response to the Clinical Supervision hub within two weeks of its receipt of the information set out in clause xiv a.

xv. Notices

- a. Any notice given by a party under this agreement will be in writing and in English, signed by, or on behalf of, the party giving it (except for notices sent by email) and sent to the relevant party at the address set out in the order form.
- b. Notices may be given, and are deemed received: if delivered by hand, on receipt of a signature at the time of delivery; if sent by first-class post, at 9.00 am on the second Business Day after posting; and if sent by airmail or other international delivery, at 9.00 am on the fourth Business Day after posting; or, if sent by email, at the time of transmission.
- c. This clause xv does not apply to notices given in legal proceedings or arbitration.

xvi. **Variation**

- a. The Clinical Supervision Hub reserves the right to make any reasonable variations to this agreement by providing the Customer with written notice, in accordance with clause xvi, which will:
 - i. make clear the date upon which the variation will take effect; and
 - ii. be delivered at least 20 Business Days before the variation will take effect.
- b. The Customer is not permitted to make any variations to this agreement.

xvii. **General**

- a. Entire agreement: This agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral. Each party acknowledges that it has not entered into this agreement in reliance on, and will have no remedies in respect of, any representation or warranty that is not expressly set out in this agreement.
- b. Assignment and sub-contracting: Except as expressly provided in this agreement, we may at any time assign, sub-contract, sub-licence (including by multi-tier), transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of our rights or obligations under this agreement. Except as expressly permitted by this agreement, you may not assign, transfer, sub-contract, sub-licence, mortgage, charge, declare a trust of or deal in any other manner with any or all of your rights or obligations under this agreement (including the licence rights granted), in whole or in part, without our prior written consent.
- c. No partnership or agency: The parties are independent and are not partners or principal and agent and this agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither of us have, nor will represent that either of us has, any authority to make any commitments on the other's behalf.
- d. Severance: If any provision of this agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this agreement will not be affected.
- e. Waiver: No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this agreement will operate as a waiver of that right, power or remedy, nor will it preclude or restrict any future exercise of that or any other right, power or remedy. No single or partial exercise of any right, power or remedy provided by law or under this agreement will prevent any future exercise of it or the exercise of any other right, power or remedy.
- f. Third party rights: A person who is not a party to this agreement will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.

- g. Authority: Each party represents and warrants to the other that it has the right, power and authority to enter into this agreement and grant to the other the rights (if any) contemplated in this agreement and to perform its obligations under this agreement.
- h. International business: This agreement applies in countries outside the United Kingdom and its territories. The parties may negotiate in good faith any supplemental terms required by local law.
- i. Governing law and Jurisdiction: This agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales, and the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with this agreement.