

**DATED:                      MONTH :                      YEAR:**

**SERVICE USER AGREEMENT**

**THIS AGREEMENT IS MADE BETWEEN:**

**PARTIES**

- (1) UK Behaviour Analysis and Research Group C.I.C. (also known as the UK Young Autism Project) incorporated and registered in England and Wales (with company number 4101308) whose registered office is at Rutland House, 148 Edmund Street, Birmingham, B3 2FD (“us”, “the Company”).
- (2) Parent Name and Address: \_\_\_\_\_ and
- (3) Parent Name and Address: \_\_\_\_\_; together (“you”, “the Parents”)

**BACKGROUND**

- (A) The Company aims to address specific individual, group or community problems using applied behaviour analysis, and contributes to the research evidence base in this field.
- (B) The Company aims to provide assessment and treatment for a range of developmental, behavioural and mental health disorders and difficulties working in a variety of settings, e.g. home, community, school, and are committed to working with family members, carers, and other professionals.
- (C) The Service User requires the Services provided by the Company and has obtained an Education Health and Care Plan (EHCP) to that effect from the Local Authority, has been granted a bursary by a third party organisation or has chosen to obtain these services privately.

**AGREED TERMS**

**1. INTERPRETATION**

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

**Due Date:** 7 calendar days after the date of any invoice.

**Company:** UK Behaviour Analysis and Research Group CIC.

**Equipment:** Books, toys, flash cards, laminators and any other equipment provided by the Company during the provision of the Services.

**Fees:** the fixed fees for the Services as outlined in the Programme Information Pack and in accordance with clause 7.

**Guarantor:** the relevant Local Authority, the Giving Tree Foundation or any other third party responsible for paying the Fees under a Third Party Guarantee Agreement.

**Intellectual Property:** all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for

and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Premises:** \_\_\_\_\_ or such other location as the parties may agree from time to time.

**Programme Information Pack:** the brochure of information provided to you in advance of this agreement and which contains summary information about the services we provide.

**Service User:** \_\_\_\_\_ (the child)

**Service User Guide:** the WORKSHOP/ CORE guide which forms part of this Agreement.

**Services:** the provision of consultations for supervision of the Service User's applied behaviour analysis (ABA) programme and teaching to the Service User as outlined in the Service User Guide accompanying this document.

**Third Party Guarantee Agreement:** a separate contract entered into by the Company and the Guarantor in relation to paying the Fees on behalf of the Parents, for the benefit of the Service User.

## 2. SERVICE PROVISION AND DURATION

2.1 In consideration of the Parents paying the Fees, the Company shall provide the Services to the Service User from \_\_\_\_\_, until this Agreement is terminated by either the Company or the Parents in accordance with the terms of this Agreement.

3. *IF IT HAS BEEN AGREED THAT WHERE A THIRD PARTY GUARANTEE AGREEMENT IS IN PLACE, PLEASE NOTE THAT THE GUARANTOR WILL BE PRIMARILY RESPONSIBLE FOR PAYING THE FEES. IF CIRCUMSTANCES WHERE THE GUARANTOR FAILS TO PAY ANY PART OF THE FEES, THE TERMS OF CLAUSE 7.6 (BELOW) WILL APPLY.*

## 4. THE COMPANY'S OBLIGATIONS

4.1 The Company shall provide the Services:

- (a) in a manner which conforms in all material respects with their description contained with the Service User Guide, and having due regard to the provisions of the accompanying letter outlining the Services;
- (b) with the reasonable skill and care as would be expected of professional and specialist teachers;
- (c) in a manner which enables you and the Service User to be involved in decisions about the planning of the Services; and
- (d) which complies with all applicable statutory and regulatory requirements for supplying the Services in the United Kingdom.

Nothing in this Agreement limits or excludes your consumer rights. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

4.2 While the Company will use its best endeavours to abide by the provisions of the Service User Guide, which contains procedures and principles guiding the provision of the Services, the Services may need to be adapted to suit the needs of the Service User. Accordingly, the Service User Guide may be subject to review and change from time to time and so it should principally be regarded as guidance on the nature of the Services and should not be read as adding additional contractual obligations to this Agreement. In the event of any conflict between the provisions of the Service User Guide and this Agreement the provisions of this Agreement shall prevail.

## 5. THE PARENTS' OBLIGATIONS

- 5.1 The Parents (if there is more than one), will be jointly and severally liable for their obligations under this Agreement. This means the Company may, at its discretion, demand that:
- (a) only one of the Parents satisfy all of the obligations of the Parents under this Agreement;
  - (b) both of the Parents satisfy the obligations of the Parents under this Agreement in equal proportions;  
or
  - (c) both of the Parents satisfy the obligations of the Parents under this Agreement in such unequal proportions as the Company may see fit.
- 5.2 The Parents shall:
- (a) co-operate with the Company in all matters relating to the Services and ensure they comply with their obligations under this Agreement;
  - (b) provide the Company, and its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Premises, and other facilities as reasonably required by the Company in order to provide the Services;
  - (c) provide, in a timely manner, such equipment and information as the Company may reasonably require in order to carry out the Services and/or comply with its statutory, regulatory and contractual obligations;
  - (d) inform the Company of all health and safety rules and regulations and any other reasonable security requirements that apply at the Premises;
  - (e) ensure that the Service User is able to receive the Services and inform the Company if the Service User is unable to receive the Services by way of hospital admission, holiday or any other reason;
  - (f) keep the Company informed of all information which may be relevant to the Services including, but not limited to the Service User's likes, dislikes, allergies, physical and medical conditions and eligibility for funding.
- 5.3 If the Company's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Service User or the Parents, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Parents that arise directly or indirectly from such prevention or delay.
- 5.4 The Parents shall be liable to pay to the Company, on demand, all reasonable costs, charges or losses sustained or incurred by the Company (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Parents' fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement.
- 5.5 The Parents shall not, without the prior written consent of the Company, at any time during the term of this agreement or for 6 months thereafter, solicit or entice away from the Company or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the Company in the provision of the Services.

## **6. THE PREMISES AS A WORKPLACE**

6.1 The Parents will provide access to the Premises and ensure that they are a safe and appropriate environment to allow the Company to carry out the Services. This shall include:

- (a) maintaining a generally clear and safe Premises free of risks and hazards;
- (b) maintaining a safe route of access to and from the Premises;
- (c) providing any equipment supplied by the Parents, or a third party, that is required to deliver the Services such as lifting and transfer aids, wheelchairs and other mobility aids and ensuring that such equipment is regularly maintained and inspected in accordance with all relevant safety requirements; and
- (d) informing the Company of any illnesses or diseases at the Premises.

## **7. FEES**

7.1 In consideration of the provision of the Services by the Company, the Parents shall pay the Fees on the Due Date (within 7 days of each invoice). The Company shall clearly identify on the invoices any other expenses (such as travel expenses) incurred in performance of the Services which include:

- (a) congestion charge for Services provided in London; and
- (b) parking charges;

where such expenses are greater than £50 the Company will notify the Parents and payment shall be made in advance. It is the Parents' responsibility to ensure the Service User is able to receive the Services .

7.2 The Parents will use online or telephone banking to pay or pay the Fees directly into the Company's account at HSBC bank (account no: 71605712, sort code: 402502). The invoice number or the Service User's name must be included as the reference in order to allow the Company to identify the payment. The Company is unable to accept cheques.

7.3 The Company reserves the right to charge an initial one-off assessment fee (as detailed in the Programme Information Pack) for our time and expertise in assessing your needs and the appropriate Services to meet those needs.

7.4 The Company will charge a deposit of one month's fees for the Core Service which must be paid within two weeks following receipt of this signed Agreement. You shall be entitled to a refund of the deposit (less the Fees for any Services provided by the Company prior to termination), if this Agreement is terminated in accordance with the terms of this Agreement. Alternatively, the deposit may be used as payment towards the final month of Services with any discrepancy, due to an interim fee increase, being paid in addition. The Company will not charge a deposit for Parent-Managed Workshop Services.

7.5 If a Guarantor is paying the Company directly for the Services (because the Guarantor has confirmed that it will do so), the Company will make such arrangements for payment with the Guarantor as appropriate.

7.6 If a Guarantor is paying for the Services, and the Guarantor declines to pay or continue paying for the Services, then the Services may be suspended or discontinued with immediate effect. The Company may then require the Parents to pay the Fees before the Services can continue or recommence.

- 7.7 The Company may review and increase the Fees periodically, provided that such charges cannot be increased:
- (a) more than once in any 12 month period, or
  - (b) by more than 5% above the prevailing rate of the Retail Price Index; unless
  - (c) there is a significant change to the Services, there is a significant increase in the cost of providing the Services and/or a change is necessary in order to comply with any applicable safety, regulatory or statutory requirements.
- 7.8 The Company shall give the Parents written notice of any such increase not less than two months before the proposed date on which the increase would take effect. If the Parents do not agree with the increase in the Company's fees, the Parents may terminate this Agreement in accordance with clause 99.
- 7.9 Without prejudice to any other right or remedy that it may have, if the Parents fail to pay the Company any Fees on or before the Due Date, the Company shall be entitled to:
- (a) charge interest on such sum from the due date for payment at the annual rate of 4% above NatWest Bank's base lending rate from time to time, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment;
  - (b) suspend all Services until such time as any overdue payment has been made in full;
  - (c) terminate this Agreement; and
  - (d) charge the Parents the cost of recovering any unpaid Fees, including where the Company pays somebody else to do this on its behalf.
- 7.10 All sums payable to the Company under this agreement shall become due immediately on its termination. This clause 7.10 is without prejudice to any right to claim for interest under the law, or any such right under this agreement.
- 7.11 The Company may, without prejudice to any other rights it may have, set off any liability of the Parents to the Company against any liability of the Company to the Parents.

## **8. LIABILITY AND LIMITATION OF LIABILITY - THE PARENTS' ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

- 8.1 The Parents shall be jointly and severally liable for any breach of this Agreement or other claims arising as a result of their failure to abide by the terms of this Agreement.
- 8.2 The Company shall not be responsible for losses (including but not limited to physical property) that are unforeseeable or were not contemplated by the Company and the Parents at the time the parties entered into this Agreement.
- 8.3 The Company shall not be liable for any actual or perceived lack of progress or benefit to the Service User from the Services and makes no guarantees, warranties or representations as to how the Service User will respond to or benefit from the programme.

- 8.4 Nothing in this Agreement excludes or limits the Company's liability for:
- (a) death or personal injury caused by the Company's negligence;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any breach of the obligations implied by law, including section 2 of the Supply of Goods and Services Act 1982; or losses for which it is prohibited by section 7 of the Consumer Protection Act 1987, or Unfair Terms in Consumer Contracts Regulations 1994.

8.5 The Company shall maintain such insurance as is necessary to run its business, and will also maintain suitable professional indemnity insurance. Insurance policies and certificates can be provided on request.

## **9. EVENTS OUTSIDE OUR CONTROL**

9.1 The Company will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by events outside our reasonable control (Force Majeure Event).

9.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following: civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks.

9.3 The Company's obligations under this Agreement will be suspended for the period that the Force Majeure Event continues. The Company and the Parents will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which the Company's obligations under the Agreement can be performed despite the Force Majeure Event.

## **10. TERMINATION & SUSPENSION**

10.1 In all other cases, the Parents must give the Company at least 2 months' notice in writing if they no longer require the Services and wish to terminate this Agreement.

10.2 For Services provided as part of:

- (a) the "CORE" package as detailed in the Service User Guide, cancelled Services will be charged at the normal rate (as per the Service User Guide), unless the cancellation is due to staff sickness.
- (b) the "WORKSHOP" package as detailed in the Service User Guide, the Parents may cancel an individual visit to the Premises by giving 24 hours' notice to the Company, by contacting the ABA Programme Consultant. Cancellation with less than 24 hour's notice will be charged at the normal rate (as per the Programme Information Pack).

10.3 The Company may terminate this Agreement for any reason by giving 2 months' notice in writing.

10.4 Without prejudice to any other rights or remedies which the parties may have, the Company may terminate this agreement immediately without liability if:

- (a) the Parents or the Service User commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- (b) the Parents become bankrupt, or are threatened with bankruptcy proceedings, or suspend, or threaten to suspend, payment of their debts, or enter into any voluntary arrangement, or are unable to pay their debts as they fall due, admit inability to pay its debts or are deemed either unable to pay their debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986;
- (c) the Service User or Parents assault or verbally abuse any of the Company's employees, consultants or subcontractors;
- (d) the Parents frequently make late payment or underpayment of the Fees;
- (e) in circumstances which make the continued provision of the Service untenable. Such circumstances would include (but would not be limited to) failure by the Parents, or someone else at the Premises to provide a safe environment and/or appropriate equipment for the Services, sexual or racial harassment, extreme alcohol consumption, unreasonable behaviour or requests that the Company's employees undertake unreasonable or illegal activities; or
- (f) a Guarantor withdraws its consent to pay the Fees and the Parents are unwilling or unable to pay the Fees.

10.5 On termination of this agreement for any reason:

- (a) the Parents shall immediately pay to the Company:
  - (i) all of the Company's outstanding unpaid invoices and interest; and
  - (ii) in respect of Services supplied before termination;
- (b) the Parents shall, within a reasonable time, return all of the Company's Equipment to the Company. If the Parents fail to do so, then the Company may enter the Premises and take possession of them. Until they have been returned or repossessed, the Parents shall be solely responsible for the safe keeping of the Company's Equipment; and

**11. THE ACCRUED RIGHTS AND LIABILITIES OF THE PARTIES AS AT TERMINATION AND THE CONTINUATION OF ANY PROVISION EXPRESSLY STATED TO SURVIVE OR IMPLICITLY SURVIVING TERMINATION SHALL NOT BE AFFECTED.**

**12. MISCELLANEOUS**

12.1 The Parents may not transfer any of their rights or obligations under this agreement to another person without the Company's prior written consent, which will not be unreasonably withheld. The Company can transfer all or any of its rights and obligations under this agreement to another organisation, but this will not affect the Parent's rights under this agreement.

12.2 All notices sent by the Parents must be sent to the Company at the current postal address or by email to catherine.gale@ukyap.org and diane.hayward@ukyap.org. The Company may give notice to the Parents at any e-mail or postal address provided to them by the Parents. Notice will be deemed received and properly served three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to

prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

### **13. CONFIDENTIALITY AND THE COMPANY'S INTELLECTUAL PROPERTY**

- 13.1 The Parents shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Parents by the Company, its employees, agents, consultants or subcontractors and any other confidential information concerning the Company's business or its products which the Parents may obtain.
- 13.2 All materials, equipment and tools, drawings, specifications and data (and any Intellectual Property rights subsisting therein) supplied by the Company to the Parents shall, at all times, be and remain the exclusive property of the Company, but shall be held by the Parents in safe custody at their own risk and maintained and kept in good condition by the Parents until returned to the Company, and shall not be disposed of or used other than in accordance with the Company's written instructions or authorisation.

### **14. DATA PROTECTION**

- 14.1 The Parents acknowledge and agree that details of the Parents and/or Service Users' name, address and payment records may be used in connection with the Services, and submitted to the Guarantor, and/or a credit reference agency, as needs be. Personal data will be processed by and on behalf of the Company accordingly for the purpose of providing the Services, complying with the terms of this Agreement or in order for the Company to meet its statutory, regulatory or contractual duties.
- 14.2 The Company will keep information about the Parents and Service User confidential in accordance with its Privacy and Data Protection policies (available upon request).
- 14.3 The Company will seek the Parents' consent before using any personal data in relation to the Parents and/or the Service User in any promotional materials.
- 14.4 The Company will keep a record of the Services the Service User receives and the Company will provide copies at the Parents' request.
- 14.5 If any court or competent authority decides that any of the provisions of this Agreement are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 14.6 Failure to exercise any of the Company's rights or remedies under the Agreement, does not mean that the Company has waived such rights or remedies. If the Company does waive a default by the Parents, that will not mean that the Company will automatically waive any subsequent default by the Parents. No waiver by the Company of any of the terms herein shall be effective unless the Company confirms the waiver in writing.

### **15. COMPLAINTS AND SERVICE MONITORING**

- 15.1 Please note that our complaints procedure can be found in the Service User Guide.

**16. THIRD PARTY RIGHTS**

16.1 No person who is not a party to this Agreement will have any right pursuant to the Contracts (Rights of Third Parties) Act 1999 to benefit from or to enforce any provision of this Agreement other than a Guarantor who has completed a Third Party Guarantee Agreement.

**17. VARIATION**

17.1 The Company may vary the terms and conditions of this Agreement by giving at least 2 months' notice. If you do not agree to the variation you may terminate this Agreement in accordance with clause 10.1.

17.2 This agreement shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

17.3 The Parents acknowledge that they have not been induced to enter into this Agreement by any representation or promise that the Agreement does not expressly contain (but this clause shall not exclude any liability for any representation made by us that was made fraudulently).

This agreement has been entered into on the date stated at the beginning of it, and in signing it below, the parties confirm that they have read, understood and accept its contents.

**CONSENT TO USE OF YOUR PERSONAL DATA**

We value your support and respect your privacy, the data we gather and hold is managed in accordance with the Data Protection Act 1998. The information provided by you will be used to provide you with appropriate care, for management purposes, held on a computer database and secure paper files. We will not disclose or share personal information about you with any third party without your consent unless they are a Guarantor, there is an emergency situation, to ensure your safety or where it is in your best interests to do so.

We may however need to share with commissioners and/or the Guarantor personal information about the Parents and/or the Service User and any financial information which you provide us with, in relation to the Service User's wellbeing and financial eligibility, as required by contracts we hold with those commissioners and/or Guarantor in relation to the Services.

**PLEASE TICK ONE BOX ONLY. PLEASE ALSO SIGN BELOW**

- WE AGREE** to the Company sharing our personal data and financial information with commissioners and/or Guarantor as set out above.
- WE DO NOT AGREE** to the Company sharing our personal data and financial information with commissioners and/or Guarantor as set out above.

Signed by Catherine Gale .....

for and on behalf of UK Behaviour  
Analysis and Research Group

Director

Date:.....

Signed by [parent 1] .....

Date:.....

Signed by [parent 2] .....

Date:.....

**MODEL CANCELLATION FORM**

To: UK Behaviour Analysis and Research Group CIC  
Address: 89 Tilehurst Road,  
Earlsfield,  
London, SW18 3EX

By email: [diane.hayward@ukyap.org](mailto:diane.hayward@ukyap.org); [catherine.gale@ukyap.org](mailto:catherine.gale@ukyap.org)

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] Agreement for the supply of the following care services

Made on ..... (insert date of Agreement, you will find this on page 1 of this Agreement)

Name of Service User (child) (print child's name)  
.....

Address: ..... (insert your home address)  
.....  
.....  
.....

Signature of Parent(s) (sign here – only one Parent's signature is required to terminate the agreement)  
.....

Date: ..... (insert the date)

[\*] Delete as appropriate