

ENHANCING FUTURES LTD

TERMS AND CONDITIONS OF SERVICE



Version 1.0

Effective Date: June 2026

1. INTRODUCTION

1.1 These Terms and Conditions govern the provision of all services delivered by Enhancing Futures Ltd ("Enhancing Futures", "we", "our", "us").

1.2 By booking, commissioning, attending, participating in, receiving or continuing to receive any service from Enhancing Futures Ltd, the Client agrees to be bound by these Terms and Conditions.

1.3 For the purposes of these Terms and Conditions:

"Client" means the individual receiving services, or where services are provided to a child or young person, the parent, guardian or person with parental responsibility who commissions those services.

"Services" means any assessment, consultation, therapy, intervention, medication service, training, supervision, webinar, digital service, consultancy service, report writing service, room hire arrangement or any other service provided by Enhancing Futures Ltd.

1.4 These Terms and Conditions should be read alongside:

- Our Privacy Notice;
- Any service-specific agreements issued by Enhancing Futures Ltd;
- Any written fee schedules or quotations provided to the Client.

1.5 In the event of any conflict between these Terms and Conditions and a service-specific agreement, the service-specific agreement shall take precedence.

2. SERVICES COVERED

2.1 These Terms and Conditions apply to all services provided by Enhancing Futures Ltd, including but not limited to:

- a) Assessment, diagnostic and screening services;
 - b) Therapeutic, intervention and wellbeing services;
 - c) Medical, prescribing, medication management, monitoring and review services;
 - d) Parent, family, carer and professional support services;
 - e) Consultation, supervision and advisory services;
 - f) Training, workshops, webinars, conferences and educational events;
 - g) Online learning programmes, digital resources and recorded content;
-

- h) Consultancy and commissioned services;
- i) Independent, statutory, specialist and medico-legal reports;
- j) Room hire, facilities hire and associated wellbeing services; and
- k) Any other service provided by Enhancing Futures Ltd from time to time.

2.2 Services may be delivered through a variety of methods including:

- a) Face-to-face appointments;
- b) Telephone consultations;
- c) Video consultations;
- d) Online or virtual platforms;
- e) Written consultations and correspondence;
- f) Recorded digital content
- g) Live or recorded educational events; and
- h) Any other method reasonably required for the safe and effective delivery of services.

2.3 Enhancing Futures Ltd reserves the right to introduce, modify, suspend or discontinue services from time to time. Such changes shall not affect services already commissioned unless required for clinical, legal, regulatory or operational reasons.

2.4 The specific nature, scope and objectives of any service shall be agreed between Enhancing Futures Ltd and the Client before commencement of that service.

3. PROFESSIONAL STANDARDS

3.1 Enhancing Futures Ltd is committed to providing safe, effective, evidence-informed and person-centred services that promote positive outcomes for individuals, families, organisations and communities.

3.2 All regulated healthcare services shall be delivered by appropriately qualified and experienced professionals who maintain the registrations, licences, certifications, insurance and continuing professional development required to undertake their role.

3.3 Individuals providing services on behalf of Enhancing Futures Ltd shall work in accordance with the standards, codes of conduct, ethical requirements and professional expectations of their relevant professional, regulatory or governing bodies, together with all applicable legislation and recognised best practice guidance.

3.4 Where applicable, professionals working within Enhancing Futures Ltd may hold registration, accreditation or membership with recognised regulatory, professional or governing organisations relevant to their area of practice.

3.5 All professionals remain individually accountable for their own professional conduct, clinical judgement, decision-making and practice and are responsible for working within the limits of their competence, qualifications and professional responsibilities.

3.6 Enhancing Futures Ltd reserves the right to determine which suitably qualified individual is best placed to provide a particular service and may allocate, reallocate or change the professional delivering a service where this is considered necessary for clinical, operational, safeguarding or service delivery reasons.

3.7 Enhancing Futures Ltd maintains appropriate systems of governance, quality assurance, supervision, risk management and professional oversight to support the safe and effective delivery of services.

3.8 Nothing within these Terms and Conditions shall be interpreted as creating a guarantee of a particular outcome, diagnosis, treatment response, educational provision, funding decision or other specific result. Professional opinions, recommendations and interventions are provided in good faith based on the information available at the time and in accordance with prevailing professional standards.

4. BOOKINGS AND APPOINTMENTS

4.1 All appointments are subject to availability.

4.2 A booking request does not constitute confirmation of an appointment. Appointments shall only be confirmed once:

- a) the booking has been accepted by Enhancing Futures Ltd; and
- b) any required invoice, deposit or advance payment has been paid in full by the stated due date.

4.3 Clients are responsible for ensuring that all information provided at the time of booking is accurate and up to date.

4.4 Clients must notify Enhancing Futures Ltd promptly if there are changes to:

- Contact details;
- Medical information;
- Medication;
- School placement;
- Parental responsibility arrangements;
- Legal restrictions relevant to service delivery.

4.5 Appointment durations may vary according to service type.

4.6 Clients are expected to attend appointments punctually.

4.7 Where a client arrives more than fifteen minutes late, Enhancing Futures Ltd reserves the right to:

- a) shorten the appointment;
- b) reschedule the appointment; or
- c) treat the appointment as a late cancellation.

4.8 Full fees may remain payable in such circumstances.

4.9 Where payment is required before an appointment, failure to pay the invoice in full by the invoice due date shall result in the appointment being cancelled automatically.

4.10 Enhancing Futures Ltd shall not be under any obligation to hold, reserve or provide an appointment where payment has not been received by the due date.

4.11 Where an appointment is cancelled due to non-payment, a new appointment will only be offered once all outstanding balances have been settled and subject to availability.

4.12 Enhancing Futures Ltd reserves the right to refuse future bookings where there is a history of unpaid invoices, repeated late payment, repeated cancellations or repeated non-attendance.

4.13 Where services are commissioned for a child or young person, the person booking or commissioning the service confirms that they have parental responsibility or other lawful authority to consent to the service. Enhancing Futures Ltd reserves the right to request evidence of parental responsibility or legal authority where appropriate. Where there is a dispute regarding parental responsibility, consent, court orders or decision-making authority, Enhancing Futures Ltd reserves the right to suspend, postpone or decline services until the matter has been resolved to our satisfaction.

4.14 Clients are responsible for providing accurate, complete and timely information relevant to the services being provided.

4.15 Failure to provide requested information, questionnaires, forms, supporting documentation, reports, monitoring information or other relevant records may delay, restrict or prevent the delivery of services.

4.16 Enhancing Futures Ltd accepts no responsibility for delays, limitations or inaccuracies arising from incomplete, inaccurate or unavailable information.

5. ONLINE AND REMOTE SERVICES

5.1 Some services may be delivered through online platforms including but not limited to Microsoft Teams, Zoom, Cliniko Telehealth or other secure platforms selected by Enhancing Futures Ltd.

5.2 Clients are responsible for ensuring:

- a) access to a suitable device;
- b) a reliable internet connection;
- c) a private and confidential environment;
- d) appropriate supervision of children where required.

5.3 Enhancing Futures Ltd shall not be responsible for interruptions caused by:

- Internet failures;
- Equipment failures;
- Software failures;
- Power outages;
- Circumstances outside our reasonable control.

5.4 Sessions may be terminated where confidentiality cannot be maintained.

5.5 To protect the confidentiality, privacy and safety of all parties, clients, parents, carers, family members, representatives and any other attendees must not make any audio recordings, video recordings, screenshots, screen recordings, photographs or other reproductions of any appointment, consultation, assessment, feedback, therapy session, medication review, meeting, training event, webinar or other service provided by Enhancing Futures Ltd without prior written permission.

5.6 The prohibition on recording applies to all methods of service delivery, including:

- a) face-to-face appointments;
- b) telephone consultations;
- c) video consultations;
- d) online meetings;
- e) webinars;
- f) training events; and
- g) any other interaction with Enhancing Futures Ltd personnel.

5.7 Where written permission is granted for a recording to take place, the recording may only be used for the specific purpose agreed in writing and must not be:

- a) copied;
- b) edited;
- c) shared with third parties;
- d) distributed;
- e) published;
- f) uploaded to social media platforms;
- g) uploaded to websites or online forums; or
- h) otherwise reproduced or disseminated without the prior written consent of Enhancing Futures Ltd.

5.8 Any unauthorised recording, sharing, publication or distribution of a recording may result in:

- a) immediate termination of the appointment or service;
- b) suspension or termination of services;
- c) cancellation of future appointments;
- d) legal action being taken where appropriate; and
- e) recovery of any losses, costs or damages incurred by Enhancing Futures Ltd as a result.

5.9 Enhancing Futures Ltd reserves the right to refuse permission for any recording request at its sole discretion and is under no obligation to provide reasons for that decision.

5.10 Enhancing Futures Ltd may record sessions for clinical, training, quality assurance, supervision or safeguarding purposes. Any such recordings shall be stored securely and processed in accordance with our Privacy Notice and applicable data protection legislation.

5.11 Enhancing Futures Ltd uses digital clinical documentation and dictation tools, including Heidi Health and other approved technologies, to support the accurate, efficient and timely written recording of appointments, consultations, assessments, reviews and other services.

5.12 These tools may process information discussed during appointments for the purpose of generating clinical notes, summaries, correspondence, reports and other records required for the provision of services.

5.13 The use of such systems forms part of Enhancing Futures Ltd's routine clinical record-keeping processes and is intended to support accuracy, quality assurance and continuity of care.

5.14 Clinical notes, draft notes, dictations, transcripts, summaries and other internal working documents generated through Heidi Health or any other clinical documentation system form part of the clinical record maintained by Enhancing Futures Ltd.

5.15 Clients will not routinely be provided with copies of clinical notes, draft notes, transcripts, dictations or internal working documents generated through these systems.

5.16 Where a Client wishes to obtain access to information held by Enhancing Futures Ltd, they may make a request in accordance with applicable data protection legislation and Enhancing Futures Ltd's Subject Access Request procedures.

5.17 Enhancing Futures Ltd reserves the right to determine the format in which information is disclosed and may withhold information where permitted by law, professional guidance or safeguarding considerations.

6. FEES AND PAYMENT

6.1 Fees applicable to services will be communicated before services commence.

6.2 Unless otherwise agreed in writing, invoices are payable in full by the due date stated on the invoice.

6.3 Enhancing Futures Ltd reserves the right to require payment in advance for:

- Assessments;
- Therapy or other intervention sessions;
- Medication appointments;
- Training events;
- Webinars;
- Online courses;
- Consultancy services.

6.4 Reports may be withheld until all outstanding balances have been paid.

6.5 Failure to make payment by the due date may result in:

- a) suspension of services;
- b) cancellation of appointments;
- c) suspension of regular appointments;
- d) refusal of future bookings;
- e) withholding of reports and documentation;
- f) referral for debt recovery action.

6.6 The Client remains responsible for payment regardless of whether a third party is expected to contribute to costs.

6.7 Where a school, local authority, employer, insurer or other organisation commissions services, responsibility for payment shall be determined by the commissioning agreement. The Client remains responsible for payment of all invoices, irrespective of whether services are funded, reimbursed or claimed through a private medical insurer, employer, school, local authority or any other third party.

6.8 Enhancing Futures Ltd does not ordinarily contract directly with private medical insurers, health insurance providers or other third-party funding organisations.

6.9 Unless otherwise agreed in writing, all services are provided on a self-pay basis and the Client remains solely responsible for payment of all fees, charges and invoices issued by Enhancing Futures Ltd.

6.10 Where a Client intends to seek reimbursement from a private medical insurer, health insurance provider or any other third party, it is the Client's responsibility to:

- a) confirm eligibility for reimbursement prior to booking services;
- b) obtain any necessary authorisations or approvals;
- c) understand any policy exclusions, limitations or conditions;
- d) submit claims directly to the insurer or funding body; and
- e) ensure that invoices issued by Enhancing Futures Ltd are paid in accordance with the agreed payment terms, regardless of the status of any insurance claim.

6.11 Enhancing Futures Ltd accepts no responsibility for decisions made by insurers or third-party funding organisations regarding:

- a) eligibility for cover;
- b) reimbursement of fees;
- c) refusal of claims;
- d) partial reimbursement;
- e) policy exclusions; or
- f) delays in payment.

6.12 The Client remains liable for the full cost of services irrespective of whether reimbursement is subsequently approved, declined or delayed by an insurer or third-party funding organisation.

6.13 Any requests from an insurer, legal representative, funding organisation or other third party for additional documentation, reports, forms, letters, treatment summaries, outcome measures, claim information, attendance confirmations or other administrative work may incur additional charges.

6.14 Such work falls outside the standard provision of clinical services and will be charged at Enhancing Futures Ltd's prevailing rates in force at the time the request is received.

6.15 Enhancing Futures Ltd reserves the right to require payment of such charges in advance and may decline to complete non-statutory documentation until payment has been received.

6.16 Where an insurer or funding organisation requests information directly from Enhancing Futures Ltd, no information will be disclosed without the appropriate consent, legal authority or other lawful basis for disclosure.

6.17 Where accounts remain unpaid, Enhancing Futures Ltd reserves the right to recover any reasonable administrative, legal or debt recovery costs incurred in pursuing outstanding balances where permitted by law.

7. CANCELLATION, RESCHEDULING AND NON-ATTENDANCE

7.1 Enhancing Futures Ltd recognises that circumstances occasionally arise which require appointments to be cancelled or rearranged. However, appointments are reserved exclusively for each Client and late cancellations often prevent those appointments from being offered to another individual.

7.2 For standard appointments, including therapy sessions, medication reviews, consultations, supervision sessions and other routine appointments, Clients may cancel an appointment without charge where at least forty-eight (48) working hours' notice is provided.

7.3 Assessment appointments require substantial preparation and often involve several hours of dedicated clinical time. Accordingly, Clients may cancel an assessment appointment without charge where at least five (5) working days' notice is provided.

7.4 For the purposes of this clause, working days exclude weekends and public holidays.

7.5 Where less than forty-eight (48) working hours' notice is provided for a standard appointment, Enhancing Futures Ltd reserves the right to charge up to fifty percent (50%) of the appointment fee.

7.6 Where less than twenty-four (24) working hours' notice is provided for a standard appointment, or where a Client fails to attend without notice, Enhancing Futures Ltd reserves the right to charge one hundred percent (100%) of the appointment fee.

7.7 Where less than five (5) working days' notice is provided for an assessment appointment, Enhancing Futures Ltd reserves the right to charge up to fifty percent (50%) of the assessment fee.

7.8 Where less than two (2) working days' notice is provided for an assessment appointment, or where a Client fails to attend an assessment appointment without notice, Enhancing Futures Ltd reserves the right to charge one hundred percent (100%) of the assessment fee.

7.9 This policy applies to all appointments, including:

- a) assessments;
- b) therapy sessions;

- c) medication reviews;
- d) consultations;
- e) supervision sessions;
- f) online appointments; and
- g) training and workshop bookings.

7.10 Repeated cancellations, repeated requests to rearrange appointments, or repeated failures to attend may result in discharge from services or refusal of future bookings.

7.11 Enhancing Futures Ltd reserves the right to cancel or rearrange appointments where necessary due to:

- a) clinician illness;
- b) emergencies;
- c) safeguarding concerns;
- d) unforeseen operational circumstances; or
- e) events outside our reasonable control.

7.12 Where Enhancing Futures Ltd cancels an appointment, any fees paid in advance for that appointment will either be refunded or credited towards a future appointment.

7.13 Enhancing Futures Ltd shall not be liable for any indirect losses resulting from appointment cancellation, postponement or rearrangement.

8. ASSESSMENTS AND REPORTS

8.1 Assessments undertaken by Enhancing Futures Ltd are based upon information available at the time of assessment.

8.2 Clients acknowledge that diagnostic and clinical conclusions are informed by:

- a) clinical interviews;
- b) developmental history information;
- c) questionnaires;
- d) standardised assessment tools;
- e) direct observation;
- f) professional judgement;
- g) collateral information obtained from third parties.

8.3 The accuracy of assessment outcomes may be affected where information provided is inaccurate, incomplete or misleading. Any timescales, waiting times, estimated appointment dates, report completion dates or other timeframes provided by Enhancing Futures Ltd are intended as guidance only and do not constitute a contractual guarantee. Whilst Enhancing Futures Ltd will use reasonable

endeavours to provide services within anticipated timescales, actual timeframes may vary due to a range of factors including, but not limited to:

- a) availability of clinicians or other professionals;
- b) sickness, annual leave or unforeseen staff absence;
- c) demand for services;
- d) safeguarding concerns;
- e) complexity of the referral or assessment;
- f) the need for additional appointments, observations or information gathering;
- g) delays in receiving information from schools, healthcare providers, local authorities or other third parties;
- h) delays in the completion or return of questionnaires, forms or requested documentation;
- i) failure to attend appointments;
- j) requests to rearrange appointments; and
- k) circumstances beyond the reasonable control of Enhancing Futures Ltd.

8.4 Enhancing Futures Ltd shall not be liable for any direct or indirect loss, inconvenience, expense or consequence arising from changes to anticipated timescales, provided that reasonable efforts have been made to progress the service.

8.5 Where significant delays are anticipated, Enhancing Futures Ltd will endeavour to keep Clients informed and provide updated estimates where reasonably practicable.

8.6 Reports produced by Enhancing Futures Ltd reflect the professional opinion of the author at the time of writing.

8.7 Clients acknowledge that commissioning an assessment does not guarantee that a diagnosis, formulation, recommendation or particular outcome will be reached. Assessment outcomes are determined solely by the professional judgement of the assessing professional based upon the information available at the time of assessment.

8.8 Enhancing Futures Ltd may seek information from schools, educational settings, healthcare providers, family members, carers or other relevant individuals where appropriate and lawful. The quality, availability and completeness of third-party information may affect assessment outcomes and recommendations.

8.9 Reports are intended to be read and considered in their entirety. Enhancing Futures Ltd accepts no responsibility where extracts, summaries, quotations or partial sections of reports are reproduced, relied upon or shared outside the context of the complete report.

8.10 Attendance at meetings, tribunals, mediations, school meetings, annual reviews, professional consultations, case conferences, court proceedings or similar activities is not included within standard service fees unless expressly stated. Such activities may incur additional fees at the prevailing rates in force at the time. Assessment outcomes do not constitute guarantees regarding:

- a) educational provision;
- b) EHCP decisions;

- c) examination arrangements;
- d) disability benefit eligibility;
- e) social care provision;
- f) employment outcomes;
- g) future clinical outcomes.

8.11 Reports remain the intellectual property of Enhancing Futures Ltd and the authoring clinician.

8.12 Reports are provided for the Client's personal use and may not be altered, amended, reproduced or published without prior written permission.

8.13 Enhancing Futures Ltd accepts no responsibility for the misuse, selective use or alteration of reports by third parties.

8.14 Reports will normally be released once the assessment process has been completed, all required information has been received, any outstanding actions have been addressed and all outstanding fees relating to the assessment have been paid.

8.15 Enhancing Futures Ltd reserves the right to correct factual inaccuracies identified following report completion.

8.16 Requests for substantial amendments, additional reports, supplementary letters or attendance at meetings may incur additional fees. Requests for expedited reports may incur additional charges and remain subject to clinician availability.

9. MEDICATION SERVICES

9.1 Medication services are provided only where clinically appropriate and where the prescribing clinician determines that it is safe to do so.

9.2 The prescribing clinician retains sole responsibility for determining whether medication should be:

- a) initiated;
- b) continued;
- c) adjusted;
- d) suspended;
- e) discontinued.

9.3 Medication reviews must be attended at intervals specified by the prescribing clinician.

9.4 Clients are responsible for ensuring that required monitoring information is provided when requested. This may include:

- a) blood pressure readings;
- b) pulse measurements;
- c) height measurements;

- d) weight measurements;
- e) side effect information;
- f) feedback from schools or other professionals.

9.5 Failure to provide required monitoring information may result in prescriptions being withheld.

9.6 Prescriptions may also be withheld where:

- a) review appointments are overdue;
- b) safeguarding concerns arise;
- c) significant safety concerns arise;
- d) fees remain outstanding;
- e) requested information has not been provided.

9.7 Enhancing Futures Ltd cannot guarantee the availability of medication and accepts no responsibility for:

- a) national medication shortages;
- b) pharmacy stock shortages;
- c) manufacturer supply issues;
- d) delays caused by third parties.

9.8 Enhancing Futures Ltd does not provide an emergency prescribing service.

9.9 Prescription requests should be submitted with reasonable notice. Enhancing Futures Ltd cannot provide same-day, urgent or emergency prescription processing.

9.10 Failure to attend required medication reviews may result in prescribing being suspended until an appropriate review has taken place.

9.11 Shared Care Agreements remain subject to the discretion of the Client's GP Practice and cannot be guaranteed by Enhancing Futures Ltd. Clients are strongly encouraged to contact their GP Practice before commencing medication treatment to establish whether the Practice is willing in principle to consider entering into a Shared Care Agreement with an independent provider.

9.12 The decision to enter into, continue, amend or withdraw from a Shared Care Agreement rests solely with the Client's GP Practice and Enhancing Futures Ltd accepts no responsibility for decisions made by GP Practices in relation to Shared Care arrangements.

9.13 To maintain prescribing arrangements and any Shared Care Agreement, Clients must remain under the ongoing care and clinical supervision of Enhancing Futures Ltd and attend all scheduled medication review appointments at the intervals specified by the prescribing clinician.

9.14 Medication review appointments are a mandatory clinical and governance requirement. Failure to attend a scheduled review appointment, repeated requests to rearrange review appointments, cancellation of review appointments, failure to provide requested monitoring information or allowing reviews to become overdue may result in:

- a) suspension of prescribing;

- b) prescriptions being withheld;
- c) suspension or termination of Shared Care arrangements;
- d) refusal to issue further prescriptions until the required review has taken place; and/or
- e) discharge from the medication service where clinically appropriate.

9.15 The prescribing clinician retains sole discretion regarding whether prescribing can safely continue where review appointments have been missed, postponed or delayed.

9.17 Enhancing Futures Ltd reserves the right to discontinue prescribing where a Client repeatedly fails to engage with monitoring requirements, review appointments, treatment recommendations or other reasonable clinical requests necessary to ensure safe prescribing.

10. THERAPY AND INTERVENTION SERVICES

10.1 Therapy outcomes cannot be guaranteed.

10.2 Therapeutic progress depends upon numerous factors including:

- a) attendance;
- b) engagement;
- c) implementation of recommendations;
- d) environmental factors;
- e) developmental factors;
- f) family circumstances.

10.3 Clinicians reserve the right to determine the most appropriate therapeutic approach.

10.4 Recommendations may change during the course of intervention.

10.5 Enhancing Futures Ltd reserves the right to conclude therapy where:

- a) therapeutic goals have been achieved;
- b) therapy is no longer clinically indicated;
- c) attendance is inconsistent;
- d) engagement is insufficient to support progress;
- e) safeguarding concerns require alternative intervention.

10.6 Therapy should not be regarded as an emergency service.

10.7 Clients experiencing a mental health crisis should contact emergency services, NHS 111, their GP, local crisis team or 999 where appropriate.

11. TRAINING, WORKSHOPS, WEBINARS AND DIGITAL CONTENT

11.1 Enhancing Futures Ltd may provide training events, workshops, webinars, online learning programmes, recorded content, digital resources and other educational materials.

11.2 Access to training events, webinars, online programmes and digital resources is granted solely to the individual or organisation that has purchased or been granted access to such content.

11.3 Training materials, presentations, handouts, recordings, downloads, worksheets, course content and supporting materials remain the intellectual property of Enhancing Futures Ltd unless otherwise stated.

11.4 Participants must not:

- a) copy or reproduce training materials;
- b) distribute training materials to third parties;
- c) upload materials to websites, file sharing services or social media platforms;
- d) use materials for commercial purposes;
- e) deliver training based upon the materials without written permission.

11.5 Participants must not make audio recordings, video recordings, screenshots, screen recordings, photographs or reproductions of any training event, webinar or online learning activity without prior written permission.

11.6 Enhancing Futures Ltd reserves the right to remove any participant from a training event, webinar or online programme where behaviour is disruptive, inappropriate or breaches these Terms and Conditions.

11.7 Enhancing Futures Ltd reserves the right to amend, update, postpone or withdraw training content, programmes or events where reasonably necessary.

11.8 Certificates of attendance or completion may only be issued where any attendance requirements specified by Enhancing Futures Ltd have been met.

12. CONFIDENTIALITY, CLINICAL DOCUMENTATION AND DIGITAL RECORD KEEPING

12.1 Enhancing Futures Ltd maintains clinical records and other documentation necessary for the safe and effective delivery of services.

12.2 To support accurate and efficient record keeping, Enhancing Futures Ltd uses approved clinical documentation technologies, including Heidi Health and other authorised systems.

12.3 These systems may process information discussed during appointments for the purpose of generating clinical notes, summaries, correspondence, reports and other records required for the provision of services.

12.4 Clinical notes, draft notes, transcripts, dictations, summaries and other working documents generated through such systems form part of the clinical record maintained by Enhancing Futures Ltd.

12.5 Clients will not routinely receive copies of clinical notes, draft notes, transcripts, dictations or other internal working documents.

12.6 Information held by Enhancing Futures Ltd may be requested in accordance with applicable data protection legislation and Subject Access Request procedures.

12.7 Enhancing Futures Ltd reserves the right to determine the format in which information is disclosed and may withhold information where permitted by law, professional guidance, safeguarding considerations or regulatory requirements.

12.8 Enhancing Futures Ltd recognises the importance of confidentiality and will handle information in accordance with applicable legal, professional and ethical obligations.

12.9 Information shared by clients will normally be treated as confidential.

12.10 Confidential information may be shared where:

- a) consent has been provided;

- b) disclosure is required by law;
- c) safeguarding concerns arise;
- d) there is a risk of serious harm to the client or another person;
- e) disclosure is necessary for the provision of services;
- f) disclosure is required by a regulator, court or other lawful authority.

12.11 Enhancing Futures Ltd may discuss client information internally for clinical, supervision, quality assurance, training, governance or safeguarding purposes where appropriate.

12.12 Clients acknowledge that absolute confidentiality cannot be guaranteed where legal, professional or safeguarding obligations require disclosure.

13. SAFEGUARDING

13.1 Enhancing Futures Ltd is committed to safeguarding and promoting the welfare of children, young people and vulnerable adults.

13.2 All staff, associates and professionals have a duty to take appropriate action where concerns arise regarding the safety or welfare of an individual.

13.3 Where safeguarding concerns arise, information may be shared without consent with appropriate agencies, professionals or authorities where permitted or required by law.

13.4 Safeguarding concerns may include, but are not limited to:

- a) abuse or neglect;
- b) risk of significant harm;
- c) exploitation;
- d) self-harm;
- e) suicidal intent;
- f) not following clinical safety guidance
- g) serious risks posed to others.

13.5 Clients acknowledge that safeguarding obligations may override normal expectations of confidentiality.

13.6 Where immediate safeguarding concerns arise, Enhancing Futures Ltd reserves the right to contact emergency services, healthcare providers, social care services, law enforcement agencies or other relevant organisations without prior notice to the Client where this is considered necessary to protect an individual from harm.

14. COMMUNICATIONS AND EMERGENCY SERVICES

14.1 Enhancing Futures Ltd does not provide an emergency, urgent care, crisis intervention or out-of-hours service.

14.2 Email communications are not continuously monitored and should not be used to report urgent concerns or emergencies.

14.3 In an emergency, clients should contact:

- a) 999;
- b) NHS 111;
- c) their GP;
- d) local emergency services; or
- e) other appropriate emergency support services.

14.4 Enhancing Futures Ltd accepts no responsibility for delays arising from the use of email or other non-urgent communication methods.

14.5 Although Enhancing Futures Ltd takes reasonable steps to protect information, electronic communications cannot be guaranteed to be completely secure.

14.6 Clients who choose to communicate with Enhancing Futures Ltd electronically acknowledge the risks associated with email, online platforms and other forms of electronic communication.

15. HEALTH INSURANCE AND THIRD-PARTY FUNDING

15.1 Enhancing Futures Ltd does not ordinarily contract directly with private medical insurers, health insurance providers or other third-party funding organisations.

15.2 Unless otherwise agreed in writing, all services are provided on a self-pay basis and the Client remains solely responsible for payment of all fees, charges and invoices issued by Enhancing Futures Ltd.

15.3 Where a Client intends to seek reimbursement from a private medical insurer, health insurance provider or any other third party, it is the Client's responsibility to:

- a) confirm eligibility for reimbursement prior to booking services;
- b) obtain any necessary authorisations or approvals;
- c) understand any policy exclusions, limitations or conditions;
- d) submit claims directly to the insurer or funding body; and
- e) ensure that invoices issued by Enhancing Futures Ltd are paid in accordance with the agreed payment terms, regardless of the status of any insurance claim.

15.4 Enhancing Futures Ltd accepts no responsibility for decisions made by insurers or third-party funding organisations regarding:

- a) eligibility for cover;
- b) reimbursement of fees;
- c) refusal of claims;
- d) partial reimbursement;
- e) policy exclusions; or
- f) delays in payment.

15.5 The Client remains liable for the full cost of services irrespective of whether reimbursement is subsequently approved, declined or delayed by an insurer or third-party funding organisation.

15.6 Any requests from an insurer, legal representative, funding organisation or other third party for additional documentation, reports, forms, letters, treatment summaries, outcome measures, claim information, attendance confirmations or other administrative work may incur additional charges.

15.7 Such work falls outside the standard provision of clinical services and will be charged at Enhancing Futures Ltd's prevailing rates in force at the time the request is received.

15.8 Enhancing Futures Ltd reserves the right to require payment of such charges in advance and may decline to complete non-statutory documentation until payment has been received.

15.9 Where an insurer or funding organisation requests information directly from Enhancing Futures Ltd, no information will be disclosed without the appropriate consent, legal authority or other lawful basis for disclosure.

15.10 Enhancing Futures Ltd reserves the right to determine whether a requested service is clinically, professionally or operationally appropriate. We may decline referrals, assessments, treatment requests or other services where:

- a) the requested service falls outside our scope of practice;
- b) another service is considered more appropriate;
- c) there is insufficient information to safely provide the service;
- d) the requested service is unlikely to be beneficial;
- e) legal, ethical or regulatory obligations prevent us from providing the service.

16. RIGHT TO REFUSE, SUSPEND OR TERMINATE SERVICES

16.1 Enhancing Futures Ltd reserves the right to refuse, suspend or terminate services at any time where it considers such action necessary, reasonable or appropriate.

16.2 Circumstances may include, but are not limited to:

- a) non-payment of fees;
- b) abusive, threatening or inappropriate behaviour;
- c) safeguarding concerns;
- d) repeated non-attendance;
- e) repeated late cancellations;
- f) misleading or inaccurate information being provided;
- g) conflicts of interest;
- h) legal or regulatory requirements;
- i) services falling outside our competence or remit.

16.3 Where appropriate, information regarding alternative services may be provided, but Enhancing Futures Ltd is under no obligation to secure alternative provision on behalf of the Client.

16.4 Enhancing Futures Ltd is committed to providing a safe and respectful environment for clients, families, professionals and staff.

16.5 Aggressive, abusive, threatening, discriminatory, intimidating, harassing or inappropriate behaviour towards any employee, associate, contractor, volunteer, client or visitor will not be tolerated.

16.6 Examples include, but are not limited to:

- a) verbal abuse;
- b) threatening behaviour;
- c) harassment;
- d) discriminatory conduct;
- e) abusive emails, messages or social media activity;
- f) intimidation of staff or professionals.

16.7 Such behaviour may result in:

- a) termination of appointments;
- b) suspension or termination of services;
- c) refusal of future services;
- d) involvement of appropriate authorities where necessary.

16.8 Clients must not publish false, threatening, discriminatory or harassing material relating to Enhancing Futures Ltd staff, associates or other clients through social media or other public platforms

17. INTELLECTUAL PROPERTY

17.1 Unless otherwise stated in writing, all intellectual property rights relating to services provided by Enhancing Futures Ltd shall remain the property of Enhancing Futures Ltd or the relevant author.

17.2 This includes, but is not limited to:

- a) assessment reports;
- b) clinical reports;
- c) consultation summaries;
- d) training materials;
- e) presentations;
- f) webinars;

- g) online learning content;
- h) handouts and worksheets;
- i) policies, frameworks and resources;
- j) digital content;
- k) branding, logos and website content.

17.3 Clients may use reports and documentation for their intended personal, educational, healthcare, employment or legal purpose.

17.4 Clients must not alter, edit, amend, misrepresent, reproduce for commercial purposes or publish any report or document produced by Enhancing Futures Ltd without prior written permission.

17.5 Enhancing Futures Ltd accepts no responsibility for any consequences arising from the alteration, partial reproduction, selective disclosure or misuse of reports or documentation by third parties.

17.6 Nothing within these Terms transfers ownership of intellectual property rights to the Client.

18. COMPLAINTS

18.1 Enhancing Futures Ltd is committed to providing high-quality services and welcomes feedback regarding the services provided.

18.2 Where a Client is dissatisfied with any aspect of a service, they are encouraged to raise concerns at the earliest opportunity to allow matters to be resolved promptly.

18.3 Formal complaints should be submitted in writing to Enhancing Futures Ltd and should include sufficient information to allow the complaint to be investigated.

18.4 Complaints will be managed in accordance with the Enhancing Futures Ltd Complaints Policy.

18.5 Enhancing Futures Ltd will endeavour to:

- a) acknowledge complaints promptly;
- b) investigate complaints fairly and objectively;
- c) provide a response within a reasonable timescale; and
- d) identify opportunities for service improvement.

18.6 The existence of a complaint does not automatically suspend payment obligations and invoices remain payable in accordance with the agreed payment terms unless otherwise agreed in writing.

18.7 Where a complaint relates to the conduct or practice of an individual professional, Clients may also have the right to raise concerns with the relevant regulatory or professional body where applicable.

19. LIMITATION OF LIABILITY

19.1 Enhancing Futures Ltd shall exercise reasonable skill, care and diligence in the provision of services.

19.2 Nothing within these Terms shall exclude or limit liability for:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation; or
- c) any liability that cannot legally be excluded or restricted.

19.3 Subject to clause 19.2, Enhancing Futures Ltd shall not be liable for:

- a) indirect losses;
- b) consequential losses;
- c) loss of opportunity;
- d) loss of earnings;
- e) loss of business;
- f) loss of reputation;
- g) decisions made by third parties based upon reports, recommendations or opinions provided by Enhancing Futures Ltd.

19.4 Professional opinions, assessments, diagnoses and recommendations are based upon information available at the time of assessment and represent professional judgement rather than guarantees of outcome.

19.5 Enhancing Futures Ltd cannot guarantee:

- a) a particular diagnosis;
- b) a particular treatment outcome;
- c) acceptance of recommendations by schools, employers or healthcare providers;
- d) approval of EHCPs, benefits, funding applications or adjustments;
- e) acceptance of reports by third-party organisations.

19.6 The Client accepts that decisions made by schools, local authorities, NHS organisations, employers, insurers, courts or other third parties remain outside the control of Enhancing Futures Ltd.

20. DATA PROTECTION

20.1 Enhancing Futures Ltd processes personal information in accordance with applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and any subsequent legislation.

20.2 Information provided by Clients may be collected, stored, processed and shared where necessary for:

- a) providing services;
-

- b) maintaining clinical records;
- c) safeguarding;
- d) regulatory compliance;
- e) invoicing and debt recovery;
- f) quality assurance;
- g) legal obligations.

20.3 Further information regarding the collection, processing, storage and sharing of personal information is contained within the Enhancing Futures Ltd Privacy Notice.

20.4 Clients are responsible for ensuring that information provided to Enhancing Futures Ltd is accurate and up to date.

20.5 Enhancing Futures Ltd reserves the right to use secure third-party systems, software and service providers where necessary to support service delivery, administration, record keeping, communication, payment processing and governance functions.

21. FORCE MAJEURE

21.1 Enhancing Futures Ltd shall not be liable for any failure or delay in performing its obligations where such failure or delay results from circumstances beyond its reasonable control.

21.2 Such circumstances may include, but are not limited to:

- a) severe weather;
- b) natural disasters;
- c) industrial action;
- d) acts of government;
- e) public health emergencies;
- f) utility failures;
- g) cyber incidents;
- h) internet or telecommunications failures;
- i) illness affecting key personnel.

21.3 Where reasonably practicable, Enhancing Futures Ltd will take steps to minimise disruption and communicate alternative arrangements where possible.

22. GENERAL TERMS

22.1 If any provision of these Terms and Conditions is found to be unlawful, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

22.2 Failure by Enhancing Futures Ltd to enforce any provision of these Terms shall not constitute a waiver of that provision or any other rights.

22.3 These Terms and Conditions constitute the entire agreement between Enhancing Futures Ltd and the Client in relation to the services provided.

22.4 No variation to these Terms shall be effective unless agreed in writing by Enhancing Futures Ltd.

22.5 Enhancing Futures Ltd reserves the right to amend these Terms and Conditions from time to time. The most current version will be made available on request and, where appropriate, through our website.

23. GOVERNING LAW AND JURISDICTION

23.1 These Terms and Conditions shall be governed by and interpreted in accordance with the laws of England and Wales.

23.2 The courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising from or in connection with these Terms and Conditions or the services provided by Enhancing Futures Ltd.

24. ACCEPTANCE OF TERMS

24.1 By booking, commissioning, attending, participating in or receiving services from Enhancing Futures Ltd, the Client confirms that they have read, understood and accepted these Terms and Conditions.

24.2 Where services are provided to a child or young person, the individual booking or commissioning the service confirms that they have the authority to do so and accept these Terms and Conditions on behalf of the child or young person.

24.3 Acceptance of these Terms and Conditions may be demonstrated through written agreement, electronic agreement, payment of an invoice, attendance at an appointment, participation in a service or any other conduct indicating acceptance of the services provided by Enhancing Futures Ltd.