



EARLY INTERVENTION FOR CHILDREN WITH ASD, ADHD & RELATED DISORDERS

First Bridge Centre – Terms & Conditions

In consideration of the mutual covenants below, the parties agree as follows:

1. THERAPY AND INTERVENTIONS

- 1.1 FBC has undertaken a suitability assessment to confirm the services are appropriate for your child. Following the intake assessment if there are any changes to the proposed services, then these will be agreed upon with you and you will be responsible for any associated fees. Additional services may include, but are not limited to, feeding or toileting programmes, parent training sessions. Travel to and from any agreed home sessions is also chargeable.
- 1.2 Therapy will be provided over the hours and days listed above and will be a combination of 1-to-1 direct ABA therapy, small group ABA therapy and BCBA supervision. The ratios of the combination of therapies will change depending on the needs and development of your child.
- 1.3 FBC will supply the services using reasonable care and skill, and ensure that all staff engaged in the provision of the services are suitably qualified and experienced.
- 1.4 FBC is happy to provide the necessary reports and documentation you may need in order to seek funding support from the Local Authority via the Education Health and Care Plan. The preparation of such reports and any meetings required, (including travel to and from these meetings, and their attendance) including those with local authorities and other professionals reports will be billed at an hourly rate of £115.
- 1.5 Should you wish to reduce the services, written notice of 60 days will be required.

2. PROFESSIONAL RELATIONSHIP

- 2.1 A range of professionals, some of whom are in training, provide FBC services. All professionals-in-training are supervised by licensed or certified staff. FBC makes a substantial investment in the development and training of the entire clinical team that is contributing to your child's progress and therefore:
 - (a) you agree that you will not at any time during the provision of the services and for a period of 12 months following termination or expiry, solicit the services of a First Bridge therapist / consultant outside of FBC;
 - (b) you acknowledge that FBC therapists are not permitted by the BACB ethical conduct guidelines and the regulatory laws to provide their personal information to the clients, as it creates a risk of confidentiality breach when using client's sensitive health data.
- 2.2 You agree that you will not request the personal information such as (but not limited to) phone numbers or personal email addresses of the therapy team and will send all queries pertaining to the programme to the BCBA or the Clinical Director of FBC.



3. CONFIDENTIALITY

- 3.1 All information shared with the clinicians at FBC is confidential and no information will be released without your consent. During the course of services at FBC, it may be necessary for clinician(s) to communicate and collaborate with other clinicians. While written authorization will not be requested, your child's clinician(s) will discuss all communications with you. In all other circumstances, consent to release information is given through written authorization and in accordance with FBC's General Data Protection Regulations (GDPR) Policy. Verbal consent for limited release of information may be necessary in special circumstances. You further acknowledge that there are specific and limited exceptions to this confidentiality which include the following:
- (a) Where there is risk of imminent danger to your child or to another person, the clinician is ethically bound to take necessary steps to prevent such danger;
 - (b) Where there is suspicion that a child is being neglected or emotionally, sexually or physically abused or is at risk of such abuse, the clinician is legally required to take steps to protect the child, and to inform the proper authorities; and
 - (c) Where a valid court order is issued for clinical records, FBC is bound by law to comply with such requests.
- 3.2 FBC occasionally videotapes therapy sessions. Such recording(s) will be used for clinical documentation, progress review and training purposes and that the professionals involved will respect and protect the confidential nature of the sessions and adhere to FBC's GDPR Policy. All recordings will be the property of FBC. You may opt out of your child's sessions being videotaped at any time.
- 3.3 You agree that you will not at any time, disclose to any person any confidential information concerning the FBC's business, affairs, customers, clients or suppliers save as may be required by law. You will not use any confidential information of FBC for any purpose other than to perform your obligations under this Agreement.

4. PARENT HANDBOOK

- 4.1 Our Parent Handbook sets out what is required of you for FBC to be able to effectively deliver the services. You agree that you will comply with the Parent Handbook, and FBC's policies and procedures as documented therein. In the event of any conflict, the terms of this Agreement will prevail.
- 4.2 FBC may update the Parent Handbook from time to time to reflect changes in our business or services, and any legal requirements on us or you. You can find the latest version of the Parent Handbook on our website.

5. CANCELLATIONS AND RESCHEDULING

- 5.1 FBC is not obliged to reschedule any sessions due to therapist availability/absence and occupancy, but may be able to do so in exceptional circumstances if given sufficient advance notice. Sessions cancelled



by you will not be refunded (this includes for any holidays taken outside of communicated holiday periods, or for any absences due to sickness or Covid self-isolation).

- 5.2 In the event of the absence of a child when due to the Covid self-isolation of the child or a member of the child's family, FBC shall credit your following month's invoice with 30% of the Therapist Fees attributable to such day(s) of absence. The number of days that will be credited shall not exceed seven in any three-month period.
- 5.3 In the event of the absence of a child when due to the Covid self-isolation of the child or a member of the child's family FBC shall use reasonable endeavours to maintain some supervisory/parent training contact each week with that child on a virtual basis during that period of absence so that the continuity with FBC can as far as achievable be maintained.
- 5.4 In rare circumstances due to measures outside of our control, FBC may not be able to provide a scheduled session, either with the scheduled member of staff or at all. This may for example, be as a result of staff member(s) Covid self-isolation. Should this be the case, FBC will use reasonable efforts to ensure that your child receives therapy during their original scheduled time with another member of your child's team. Where this is not possible, FBC will try to schedule a replacement session. Any cover or replacements of the team members will be determined in direct consultation with our Clinical Lead and will be scheduled at their discretion. If a reschedule is not possible FBC will credit your following month's invoice for the cancelled session.
- 5.5 In the event that FBC is unable to deliver services at all on any day or days (for example due to staff self-isolation due to Covid), FBC shall once it becomes aware promptly notify you of that situation and ask you not to bring child to FBC on that day(s). In such a case, FBC shall credit your following month's invoice with 30% of the Fees attributable to such day(s). The number of days that will be credited shall not exceed seven in any three-month period, and any days credit not utilised within two months of issue shall cease to have effect.

6. LATE COLLECTION

- 6.1 FBC shall be entitled to charge late collection fees where you are late collecting your child from the centre. These late collection charges are as follows:
 - (a) £15 for the first 10 minutes; and
 - (b) £15 for every further 10 minutes (or part thereof) that the child remains uncollected.

7. FEES AND PAYMENT

- 7.1 **Deposit**
 - (a) A deposit of the equivalent to 4 weeks of full-time services is due upon signature of this Agreement. FBC will hold the deposit in its deposit account. FBC may use the deposit at any time to settle any outstanding Fees.



- (b) Upon receipt of the deposit, and following the Intake Assessment FBC will allocate and train a team that will work with your child.
- (c) Upon termination of the services, FBC will return the balance of the deposit within 14 days to your nominated bank account. FBC may set off any amounts owing to FBC from the deposit from time to time.

7.2 Fees

- (a) FBC shall invoice you prior to each term commencing for services to be delivered during that term.
- (b) Fees shall be payable on or by the 15th day of the preceding calendar month to the term commencing, and in full, in cleared funds to a bank account nominated by FBC. FBC may, at its discretion, offer a payment plan whereby such fees can be paid in monthly instalments over the course of the term.
- (c) Time of payment shall be of the essence and FBC shall not be obliged to provide any services whilst Fees remain outstanding.
- (d) FBC shall invoice monthly for any additional services provided, which shall be payable in arrears on or by the 15th day of each month.
- (e) If your child is joining FBC part way through the term, any termly fees will be pro-rated accordingly.

7.3 Increases to Fees

FBC reserves the right to increase the Fees from time to time. FBC will give you not less than 90 days' written notice of any fee increases. If such increase is unacceptable then you may terminate this Agreement on 60 days' written notice.

7.4 Payment default

If you fail to make a payment due to FBC under this Agreement by the due date, then, without limiting FBC's remedies:

- (a) you will pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
- (b) FBC may charge an administration fee of £70.

7.5 No set-off

Save as expressly set out in this Agreement, all amounts due shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).



8. LIABILITY

- 8.1 FBC will only be responsible for loss or damage you suffer that is a foreseeable result of its breach of this Agreement or failing to use reasonable care and skill. FBC will not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both FBC and you knew it might happen, for example, if you discussed it with FBC during the intake process.
- 8.2 FBC does not exclude or limit in any way its liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the services.
- 8.3 If FBC are providing services in your property, it will make good any damage to your property caused by FBC while doing so. However, FBC will not be responsible for the cost of repairing any pre-existing faults or damage to your property.

9. TERMINATION

- 9.1 You may terminate the services at any time by giving not less than 60 days' written notice to FBC.
- 9.2 FBC may terminate the services by giving you 60 days written notice. During this notice period FBC will endeavour to agree a suitable transition programme for your child.

10. CHANGES TO SERVICES

10.1 Additional Services

- (a) If you wish to arrange additional sessions, additional programmes such as feeding or toileting or parent training sessions, please speak in the first instance to your BCBA who will discuss the necessity and advantage of these. If agreed and if not a permanent change, you will be billed separately for these sessions or programmes the following month.
- (b) FBC is happy to provide the necessary reports and documentation you may need in order to seek funding support from the Local Authority via the Education Health and Care Plan. The preparation of such reports and any meetings required, including those with local authorities and other professionals' reports (and travel time to these meetings) will be billed at an hourly rate of £115.
- (c) If any at home service is agreed, these will be charged at regular fees plus additional travel time to and from home charged at therapists or BCBA hourly rate.

10.2 Reduction of Services

If at any time you wish to reduce your service hours, you should first consult with the Clinical Lead. For any reduction of hours, FBC requires 60 days' written notice.

10.3 Termination of Services

You can end our services at any time by giving us not less than 60 days' written notice. FBC may use



your deposit to cover any unpaid fees and upon termination the balance of your deposit will be returned to you within 14 days.

10.4 **Discharging a child**

On occasion there may be reason to discharge a child from FBC services. FBC considers a variety of factors when determining whether a discharge from services may be appropriate. The following instances may warrant a discharge from FBC therapy services:

- (a) The child is functioning within normal limits for his or her age and demonstrates evidence that he/she will continue to acquire new skills under natural, non-therapeutic conditions.
- (b) The child has met his long-term goals and objectives and there is no request for new goals.
- (c) The child's attendance falls to a level which significantly negatively impacts any future progress and all solutions to improve attendance have been explored.
- (d) The child's needs are such that they cannot be addressed by FBC clinical staff. In such cases, FBC will contact the family and assist in finding an appropriate placement for the child.
- (e) Failure to comply with FBC policies and procedures as outlined in this handbook, including full payment for all services in a timely manner.

In all these situations the clinical team will work with you to agree a transition period which will be 60 days.

11. GENERAL

11.1 **Force majeure**

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

11.2 **Assignment and other dealings**

- (a) FBC may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement.
- (b) You will not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under this Agreement.

11.3 **Entire agreement**

- (a) This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall



have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

(c) Nothing in this clause shall limit or exclude any liability for fraud.

11.4 **Variation**

Except as set out, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives). However, FBC may by giving 90 days written notice amend the terms of this Agreement and such amendment shall be effective on and from the expiry of that notice.

11.5 **Waiver**

A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

11.6 **Severance**

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this clause FBC shall be entitled, acting in good faith, to update this Agreement with a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

11.7 **Notices**

(a) Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service to:

(i) in the case of FBC, the address or email address specified for your centre in the Parent Handbook; and

(ii) in the case of you, to the address or email address specified above.

(b) Any notice shall be deemed to have been received:

(i) if delivered by hand, at the time the notice is left at the proper address;

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting; or

(iii) if sent by email at the time of transmission, or, if this time falls outside business hours, when business hours resume. In this clause, business hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday.



- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

11.8 **Third party rights**

- (a) Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- (b) The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

11.9 **Governing Law**

This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

11.10 **Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.