

ADO GENERAL TERMS AND CONDITIONS

Company Operations

ADO Services CIC

Version 6.4 ©2021-2022

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Next Scheduled Review - February 2023

Signed off by the ADO Management Committee

2021-2022

ADO General Terms & Conditions

Please read the following **ADO General Terms and Conditions** carefully.

1. General Overview Terms and Conditions for Customer Services

Definitions:

ADO Services C.I.C – The primary provider and supplier of healthcare and education services, through our Not For Profit Community Interest Company – ADO Services C.I.C. (ADO).

Brands – Verticals – The types of services and products available for the customer and service user to purchase or contractually agree to. A list of the main current brands is below:

ADO Services - ADO Therapy – ADO Education – River Valley Alternative Provision School – ADO Therapeutic Day Service

Events, Sessions or Service Provision – The generic term for the product or service, supplied to you the customer and service user

Partner – The secondary supplier of the product or service to be provided by ADO in partnership if not directly wholly run and organised by ADO

Customer-Service User – You the person, individual, group, referrer, professional, student or organisation purchasing and agreeing to the terms of the service as detailed on the Booking Form, through an agreed contractual obligation or through other terms of service for other products and services.

Booking Form – The form to be completed by the customer, to secure the booking date, provide all the customer details, agree to dates and times, ensure that the standard terms are agreed and provide sign-off and authorisation. There are various forms for all our products and services, each with specific requirements or separate terms.

Service Level Agreement (SLA) – The terms presented to the person, individual, group, referrer, professional, student or organisation prior to the service starting, specifically payment terms and length of agreement.

Essential Information - Welcome Pack – A document provided to the customer when purchasing a product or service that provides basic instructions and-or guidelines or additional terms specific to the product or service.

The General Terms and Conditions form the main part of all the overall terms, operational policy and procedures, terms of service and guidelines and are legally bound as a collective. After the point of sale and following confirmation of a booking, or the signing of a contract or SLA, the customer enters an agreement with ADO and will be legally bound by these terms and conditions accordingly. In the event of services run by our partners, we enter a hirer's agreement that is wholly aligned to our own terms and conditions where possible, except for exceptions and public liability legalities. ADO and all our partners hold public liability and employers' liability.

All our terms and guidelines, not limiting to, form part of the overall terms and conditions for the customer along with this document and any additional policies and procedures all on our main ADO River Valley website, located in the '**ADO Library – Policies & Procedures**' section within the Parent-Professionals main menu heading.

2. Validity

2.1 Booking Form

A booking form requires completion for some of our products and services to accept the terms of service. Booking forms must be valid and have all the correct information entered. Each form is booked for a specific date and will only be valid for that date and times as stated on the Booking Form, completed by the customer or service user and signed accordingly. Each booking form will revert to these General Terms and Conditions for validity, except where stated or where there are additional terms attached. It is the customer's prerogative to ensure that the information is correct before sending back to ADO. Each booking form may have their own sub-section of terms depending on the service type awaiting acceptance and will be clearly stated to the customer and in many cases will be attached to an email response. Incomplete, spoilt or incorrect information may invalidate the booking form and could invalidate the booking date(s). In general, a booking form will not secure a booking date until payment is made but will ensure the product or service offered is within the booking system.

2.2 Service Level Agreement (SLA)

The SLA is an agreement between ADO and larger organisations and local authorities for example. The SLA will require the customer to agree to payment terms, contract length and cancellation periods primarily. The SLA is often bespoke depending on the agreed terms between the customer and ADO. It most importantly requires the sign off from the responsible party and the decision maker at the organisation.

3. Management

ADO will manage and liaise with the customer to secure the booking and confirmation date. Once the customer has booked or signed the SLA and confirmed they will automatically be bound by the General Terms and Conditions and any other terms associated with the booking. There may be health and safety restrictions, risk assessment, differences in payment terms or public liability assurances in place that require further documentation to be agreed and signed prior to the start of the service on the day.

4. Cancellation

Customer cancellations are bound by our **Cancellation and Returns Policy** providing a cooling off period after the day in which the service or product is purchased, if the product or service has been purchased online or via telephone call. There is no cooling off period when booking and then paying for places on any product that requires pre-booking to secure places whereby staff, resources in line with Ofsted regulations have been allocated. These conditions will be clearly stated on the booking

form or further correspondence with the customer. In these cases a credit will be offered for a future booking in most cases, but will be dealt with on a case to case basis.

ADO Therapy sessions also have a refund restriction if enough notice is not provided when cancelling, for example. Cancellation because of sickness requires 24 hours' notice minimum or through any other reason, 48 hours' notice must be given, otherwise the customer is liable for the charge. If enough notice is given a credit is our preferred method rather than refund and the credit can be used for future sessions.

For all variations to this policy, reference should be made to the **Cancellation and Returns Policy** document.

Once cancelled, within the cooling off period guidelines, the customer will receive a full refund from ADO within 28 days.

ADO Alternative Provision

If a child or young persons attendance at the River Valley is cancelled for any reason by the customer, the respective terms of cancellation will be found in the SLA. These will normally be at least 4 weeks' notice of cancellation, unless specified.

5. Payment Terms

Payment terms vary depending on the product or service provided. All payment terms are clearly stated before the point of purchase, but in general a guideline as follows is in most cases applicable:

5.1 ADO Therapy Terms

Group or 1 to 1 sessions usually require the full amount to be paid in advance, unless agreed. 1 to 1 sessions are normally for six sessions minimum unless agreed. For first time customers an assessment meeting will be required prior to agreeing longer term sessions. The assessment is statutory and will be agreed in advance. Assessment sessions must be paid in advance or they will be cancelled. Assessment's may include both digital online and practical onsite session time.

Discounted pricing will be available for some group bookings if several in sequence or multiple sessions are agreed. Payment terms will vary accordingly.

5.3 ADO Education Terms

Education visits will be confirmed once a completed SLA has been signed and sent to ADO.

Terms may vary depending on the customer, but generally sessions should be paid in advance unless agreed.

5.4 AP River Valley

The River Valley Alternative Provision payment arrangements will be agreed in advance and paid accordingly depending on the terms of the organisation partnering. A Service Level Agreement will be required to be signed by the partner organisation.

6. Services on ADO Premises or Open Land-Internal Premises (Exhibitions and Special Events)

To ensure the safety of guests or customers at any events, session or service provision on ADO premises or open land-internal premises, the following health and safety guidelines are strongly advised. There will be the requirement of a risk assessment prior to the event, session or service provision. There will be a strict 'No Smoking' ban on any of these premises.

For events and service provision taking place on ADO property, there will be clear guidelines from staff at all times. Outside space may have some restrictions in place from time to time, especially in poor weather. Health and safety guidelines, safeguarding and risk assessments will provide the foundation for using the property. The appropriate signage will be displayed where possible at all times. Building and Fire regulations will be enforced at all times.

For events or service provision at an ADO partner premises, there will be separate terms to be agreed prior to booking. These will include basic use, ensuring that the premises are left clean and tidy and at the state they were in before hire. Any rubbish will need to be removed and any damage will need to be reported and assessed. The terms will often be written by our partners and must be adhered to at all times. These terms will then be incorporated into our own terms for customers to follow.

7. Event, Session and Service Provision Requirements

7.1 Animal Handling

As live animals work in a number of ADO Services, to ensure the safety of customers and service users, instructions and handling guidelines will be given to each individual accordingly. All our animals are accustomed to being regularly handled, however, customers and service users should understand that all animals maintain the ability to inflict damage if they feel threatened or stressed. If the animals are in any way handled in a manner that is distressing to them, contrary to the handling advice given, ADO reserve the right to withdraw the animal immediately. Our staffing has our own guidelines to adhere to when providing interaction and handling of animals.

7.2 Food and Drink

For special events whereby food and drink are readily available, the customer should ensure that all guests prior to and during sessions refrain from drinking, drinking alcohol and eating whilst the animals are being handled. In addition, ADO or our partners reserve the right to abandon the event in severe cases whereby the animals or the customer guests are put in danger by unruly, drunken, disruptive or dangerous behaviour or incidents.

7.3 Parking

There is ample parking at ADO premises. Parking on ADO or partner properties is entirely at the risk of the customer or service user.

7.4 Health and Safety

Animals may carry some zoonotic diseases or others may be susceptible to substances or residues on the customer or service users' hands. At each event, session or service provision it is important that participants wash their hands or use the alcoholic wipes provided when requested by your event leader, educators or support assistants.

Where required a Risk Assessment will be written prior to an event, session or service provision and signed off by the designated ADO Event Leader or educators.

ADO takes health and safety very seriously and have extensive policies and procedures on this matter in the **Health and Safety Policy** within the ADO Library.

7.5 Safeguarding

ADO works with many vulnerable children, young people and adults. Where applicable safeguarding measures will be enforced as deemed necessary. Our own Safeguarding Policy will be adhered to by ADO staff and where necessary will be communicated with the customer.

ADO takes health and safety very seriously and have extensive policies and procedures on this matter in the **Safeguarding Policy** within the ADO Library.

8. Resources Selection and Programmes

Although we will endeavour to provide the advertised resources and programmes for events, sessions or service provision, we reserve the right to change the resources or programmes in special circumstances, availability issues or due to circumstances beyond our control. We reserve the right to cancel advertised days if the confirmed bookings are not financially viable to run.

9. Liability

ADO holds employers and public liability. For all that ADO endeavour to provide the best service possible, occasionally circumstances outside of our terms and beyond our control occur. ADO reserves the right to cancel events, sessions or service provision for any of the reasons stated in these terms.

ADO shall not be responsible for and disclaims all liability for the following;

- Claims made by customers or service users against our partners will be subject to the partners own terms and conditions and public liability policy immediately after the point of sale.
- Cancellations made by the customer or service user outside of the terms within the Cancellations and Refund Policy.
- Cancellations resulting in the cost of travel, expenses or insurance premiums to the detriment of the customer when visiting our venues.
- Delay or non-delivery of an event, session or service provision including but not limited to bad weather, traffic problems, staff shortages, facility issues and faulty equipment or health and safety issues.

- Customers travelling and arriving at an event, session or service provision without the correct details, legal paperwork or confirmation e-mail
- Customer guests that continually abuse or disregard health and safety advice and disrupt the event, session or service provision. ADO or our partners reserve the right to abandon the event, session or service provision in severe cases whereby the staff, animals or the customer guests are put in danger by unruly, drunken, disruptive or dangerous behaviour or incidents.
- Customer's that may be injured by the animals whereby there has been a blatant disregard of health and safety guidelines, handling guidelines, supportive advice, disruptive or dangerous behaviour.
- Customer's that may be bitten by the animals by accident, where the animal has caused injury that has no intent to harm or whereby, they have not been provoked.
- Delay or non-delivery by a third-party delivery service.

10. Health and Safety Liabilities

ADO view health and safety whilst working with animals, with wildlife or outdoor adventure activities in the public domain or private land very seriously. We try to ensure that the customer or service user or the general public at special events, sessions or service provision are made aware both visually and verbally of all guidelines. Although we try to ensure that health and safety is always paramount within our operation, occasionally through accident or non-provoked incident there may be an accident, incident or injury. Participants must be prepared to accept that if an incident occurs and is non-malicious or by accident, then it is a risk they must accept. Many of ADO activities carry risks and we will always risk assess the situation and abilities of the participant prior to the activity. In addition, there are many risk areas on ADO property and the risk assessment for the group or individuals will carefully analyse risk areas. If there is an accident, incident or injury, ADO will internally complete an **Incident Form** to be witnessed and signed by the customer or parent-guardian. ADO has a whole host of policies and procedures covering a wide-ranging library of health and safety measures.

- Signage - Clear Health and Safety Guidelines will be displayed at all ADO events, sessions or service provision and should be adhered to at all times.
- Injuries – In the event of injury to the customer or customer's guest either by animal inflicted injuries, activity injuries, accidents or circumstances beyond our control, the event leader or educator will ensure an incident procedure is followed and signed off by the customer or lead event organiser.
- In addition, a first aid kit will be present at all ADO events, sessions or service provision. For all events, sessions or service provision and where required a member of staff with paediatric First Aid training will be present at all times.

All ADO staff active in presenting or leading events, sessions or service provision are enhanced DBS certified and trained in paediatric first aid.

Acceptance of terms will ensure the right for qualified first aid ADO staff to treat any customer deemed where necessary if injured or involved in an accident unless a written note contrary to this action is presented prior.

12. Complaints

ADO has strict policy in place to ensure that your expectations for your event, session or service provision are at least met if not exceeded. We have various quality control mechanisms in place that regularly monitor the delivery of service with our partners and our own services. We encourage the customer or service user to complete a short feedback form from time to time where constructive criticism or praise can be used to continually help us improve your experience and our products and services. In the event that you wish to make a formal complaint you should first speak to your event-session leader on the day and then raise your issue on the **Customer Feedback Form**. Once your feedback form is completed, any complaints will be dealt with where necessary and escalated appropriately. Please note, complaints in other services may be dealt with differently but all instances can be found in a separate **Complaints and Appeals Procedure** document, available in the **ADO Library**.

13. Disputes

If you are still dissatisfied with the outcome of your complaint after the several stages of escalation, you should direct your dispute in writing to the ADO Chief Operating Officer. The contact details are below in section 16 – **‘Contact’**. There is a separate complaints procedure for any of our OFSTED or Pearson registered services. All can be found in the ADO Library.

14. Version Control, Change Control and Release Management

All internal and external documentation, policies, procedures, terms, guidelines and forms comply with version control, change control and release management guidelines as directed by ITIL. Each document written and then changed will have its version number updated. Full communication with interested parties will ensure the changes are properly consulted before being released as a ‘live’ document. The policies and procedures are additionally reviewed annually by our management committee. Most of our products, services and prices are displayed prominently on our website. The prices advertised are normally valid as stated. ADO reserves the right to change and vary these prices from time to time and on the rare occasion they may not reflect those as advertised.

15. Privacy and GDPR

All our policies have been updated to conform to the latest General Data Protection Regulations 2016/679. Your privacy is always very important to ADO. Please review our **Privacy Policy** for further details.

16. Statutory Rights

The provisions of this policy do not affect statutory rights and shall be governed by the law of England and Wales.

17. Contact

All correspondence with regard to these Terms and Conditions, or any other operational policy and procedure should be directed to the ADO Chief Operating Officer by e-mailing

gmp@adoservices.co.uk or calling 0208 855 6778, requesting to speak to the Chief Operating Officer or in writing c/o Chief Operating Officer, ADO Services CIC, Head Office, 126 Upper Wickham Lane , Welling, Kent, DA16 3DP.