

Contract for the Supply of Services

This agreement is effective from 1st January 2023.

PARTIES

Clap and Toot Ltd, a limited company with company number 1253 1176 and with its registered office at 147 Station Road, London E4 6AG ('We' or 'us'); and our service level clients ('you').

We are so happy that you have decided to use our services. This agreement will apply to all the work we carry out for you and sets out:

- Your legal rights and responsibilities;
- Our legal rights and responsibilities; and
- Certain key information required by law.

The intention is that it will bring clarity to our relationship and protect both of us so please let us know if there are any clauses that you do not understand or that contradict your understanding of our services.

BACKGROUND

We provide Music Therapy sessions, Neurologic Music Therapy (NMT) sessions, Music Therapy assessment sessions, parents meetings, parents consultation sessions, clinical and career development supervision,



EMDR therapy sessions, Supportive Music and Imagery (SMI) sessions, progress reports, educational presentations and consultation for starting therapy provision to charities, local authorities, schools and businesses ('services'). Our services are not suitable for domestic tasks or consumers and therefore consumer protection legislation does not apply to this agreement.

You and we wish to enter into this agreement to set out the terms and conditions that will apply in respect of the services to be provided by us to you.

If you would like to speak to us about any aspect of this agreement, please contact our service manager by email hello@clapandtoot.com.

1. Introduction

1.1 If you use our services you agree to be legally bound by this agreement from the date stated above, including the details of the services which are set out in the statement of services at the end or any additional services which may be set out in a written statement of services agreed between us in the future.

1.2 When using our services you also agree to be legally bound by our website terms of use and privacy policies.

2. Signing up for our services

2.1 This agreement between us will commence on the date stated above and will continue unless and until it is terminated by either of us in

accordance with clause 10.

2.2 The details of the services to be provided will be set out in a statement of services which you, families accessing Music Therapy through you ('clients') and we shall agree (either by signature or email confirmation).

2.3 Each statement of services is a separate contract incorporating the terms of this agreement.

2.4 Any quotation given by us before we confirm our services in a written statement of services is not a legally binding offer by us to supply such services. Any prices set out in a quotation remain valid for the financial year (until 31st March of each year).

2.5 We shall only enter into a legally binding contract to provide specific services when a written statement of services has been agreed by you and us.

3. Carrying out the services

3.1 The services will be carried out with reasonable care and skill. Music Therapy services will only be carried out by HCPC registered Music Therapists.

3.2 We shall use reasonable endeavours to carry out the services within the timescales specified in a statement of services but time of performance is not of the essence of this contract. This means where we

miss a timescale agreed with you, as long as we have used reasonable endeavours to meet the timescale, this will not entitle you to terminate the contract with us or ask for a refund or any form of compensation.

3.3 All sessions (including rearranged sessions) must be taken within the timeframe specified in the statement of services or they will expire.

3.4 Clients can rearrange or cancel sessions providing they give us at least 48 hours' notice. If families give us less than 48 hours notice or fail to turn up for a session, they will be deemed to have taken the session and they will not be able to reschedule it or be entitled to any compensation for missing it.

3.5 Where a session or event is due to take place in person. We reserve the right to move that session or event online where circumstances (such as national lockdown) make it necessary or preferable to do so.

3.6 Please note that we may ask clients for permission to record sessions for supervision and/or educational purposes. No recordings will be made unless we have obtained written consent from clients through a consent form.

3.7 In order to avoid confusion and the possibility of missed or delayed communications, our main forms of communication are limited to emails and pre-arranged telephone calls. Although we may respond to other forms of communication, we can only guarantee a timely response to these forms of communication.

3.8 Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances. We shall try to restart the services as soon as those events have been fixed. Examples of events which might be beyond our reasonable control include pandemics, epidemics, any law or action taken by a government of public authority, internet failure or other IT problems, if one of our team is ill, or if you change the scope of the services you require from us.

3.9 To the maximum extent permitted by law, we exclude any and all implied warranties in respect of the services, except as expressly set out in this agreement.

3.10 Each client will be asked signed a statement of services named 'Music Therapy consent form' to confirm their preference of use of recording and acknowledge that they have read and agree with the risk assessment and statement of service. A copy of their consent form will be sent to you for reference.

4. Your responsibilities

4.1 You will pay the price for the services as set out in the relevant statement of services.

4.2 You will provide us promptly with such information and assistance (and ensure that any information is complete and accurate) as we reasonably need to provide the services.

4.3 If you are in breach of this contract, we reserve the right to suspend or curtail the services as we see fit.

4.4 You agree:

4.4.1 to obtain and maintain all necessary consents and comply with all relevant legislation in relation to the receipt by you and the clients of the services; and

4.4.2 to ensure that you have the right to share any information or materials with us, including any Intellectual Property Rights.

4.5 If the performance of our obligations under these terms is prevented or delayed by any of your acts or omissions, or those of your agents, subcontractors, consultants or employees, we shall not be liable for any costs or losses incurred by you that arise directly or indirectly from such prevention or delay.

4.6 You warrant that you have the right to disclose the confidential information and any materials to use and to authorise us to use it for the purpose of providing the services.

5. Prices and payment

5.1 Clap and Toot Ltd is not required to register for VAT at the moment. As such, VAT is not applicable in price quote.

5.2 The price for the services is set out in the relevant service quotation and stated in service descriptions.

5.3 Invoices are sent on the 30th day of each month for the services we carry out of the month. All invoices are due within 30 days of receipt.

5.4 It is important for us to maintain high standards of service we provide. We place a strict limit on the number of slots available in our practice. Once those slots have been filled, we stop marketing for our services and do not take more clients. As such, all fees are non-refundable.

5.5 In view of our clear no-refund policy, we do not tolerate any type of chargeback threat or actual chargeback from your credit or debit card company. In the event that a chargeback is placed on a purchase or we receive a chargeback threat during or after your purchase, without you seeking repayment from us first: you shall be in breach of this contract; you agree that you will owe us first the sum charged to us by our merchant service provider and secondly a sum based on time spent on £100 per hour in dealing with your breach.

5.6 If any of your payments are not paid on the due date we may suspend services until payment has been made in full.

5.7 We shall ensure that a record is kept of the amount of time spent on the services.

5.8 Fees are adjusted annually at the beginning of each financial year (1st April 2021). We shall give you written notice at least 30 days in advance of any increase in our fees. If the increase is not acceptable to you, you may, within 14 days of the date of the notice, terminate this contract by giving written notice to use. In these circumstances the services will cease 30 days after the original notice of the price increase.

5.9 We shall be entitled to charge to you any sums reasonably incurred by us in recovering outstanding sums from you including professional fees.

6. Intellectual property

6.1 In this agreement, 'Intellectual Property Rights' means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, right to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

6.2 If we provide you or clients with any materials during the services, whether digital or printed, any Intellectual Property Rights in those materials belongs to us and unless we agree otherwise you can only use those materials for your internal purposes to obtain the benefit of our services. You may not use such materials for any other purpose and you may not share them with third parties.

7. Confidential information

7.1 For the purpose of these terms, confidential information means any information one party supplies to the other which it reasonably expects to be kept confidential including but not limited to customer lists, contacts, financial data, sales data, supply sources, business opportunities for new or developing business, plans and models, or trade secrets.

7.2 Each party shall keep the confidential information disclosed to it confidential and, except for the purposes of providing the services, or with the other party's prior written consent, shall not:

7.2.1 use or exploit the confidential information in any way; or

7.2.2 disclose or make available confidential information in whole or in part to any third party.

7.3 The obligations in 7.2 will not apply to confidential information which:

7.3.1 has ceased to be confidential through no fault of the other party;

7.3.2 was already in the possession of the recipient before being disclosed by the other party;

7.3.3 has been lawfully received from a third party who did not acquire it in confidence; or

7.3.4 is required to be disclosed by law.

7.4 Neither of us shall use the other party's confidential information for any purpose other than to perform our obligations under this contract.

8. Personal Data and Data Protection

8.1 In this clause:

8.1.1 **Data Protection Legislation** means: all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/ 2426) as amended;

8.1.2 **UK Data Protection Legislation** means: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018.

8.1.3 'Personal Data', 'Data Subject', 'Data Processor' and 'Data Controller' shall bear the defined meanings allocated to them in Data Protection Legislation; and

8.1.4 'Client Personal Data' shall mean all Personal Data comprised in all documents, information and materials provided by you to us relating to the services.

8.2 To the extent that we shall process Client Personal Data as your Data Processor, we shall do so in compliance with the obligations placed on us as Data Processor under Data Protection Legislation.

8.3 You shall at all times comply with all Data Protection Legislation in connection with the processing of Client Personal Data. You shall ensure all instructions given by you to us in respect of Client Personal Data shall at all times be in accordance with Data Protection Legislation. You shall indemnify us and keep us indemnified against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs arising out of or in connection with any breach by you or your obligations under this clause 8.

8.4 We shall:

8.4.1 only process the Client Personal Data in accordance with this contract except where otherwise required by applicable law (and shall inform you of that legal requirement before processing, unless applicable law prevents us doing so); and

8.4.2 if we believe that any instruction received by us from you is likely to infringe the Data Protection Legislation, promptly inform you and be entitled to cease to provide the relevant services until the parties have agreed appropriate amended instructions which are not infringing.

8.5 Taking into account the state of technical development and the nature of processing, we shall implement and maintain appropriate technical and organisational measures to protect the Client Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

8.6 We shall inform you of any addition, replacement or other changes of third parties authorised by us to have access to and process Client Personal Data in order to provide the services (“Sub-processors”) and shall provide you with the opportunity to reasonably object to such changes on legitimate grounds. You acknowledge that these Sub-processors are essential to provide the services and that objecting to the use of a Sub-processor may prevent us from providing the services to you. We shall enter into a written agreement with the Sub-processor imposing on the Sub-processor obligations comparable to those imposed on us under this clause, including appropriate data security measures. In case the Sub-processor fails to fulfil its data protection obligations under such written agreement with us, we shall remain liable towards you for the performance of the Sub-processor’s obligations under such agreement. You provide general written authorisation to us to engage Sub-processors as necessary to perform the services.

8.7 We shall (at your cost):

8.7.1 assist you in ensuring compliance with your obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under

applicable Data Protection Legislation) taking into account the nature of the processing and the information available to us; and

8.7.2 taking into account the nature of the processing, assist you (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of your obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Legislation) in respect of any Client Personal Data.

8.8 We may transfer Client Personal Data processed under these terms outside the European Economic Area ("EEA") or Switzerland as necessary to provide the services. If we transfer Client Personal Data to a jurisdiction for which the European Commission has not issued an adequacy decision, we shall ensure that appropriate safeguards have been implemented for the transfer of Client Personal Data in accordance with Data Protection Legislation.

8.9 We shall, in accordance with Data Protection Legislation, make available to you such information that is in our possession or control as is necessary to demonstrate our compliance with the obligations placed on us under this clause 8 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any Data Protection Legislation equivalent to that Article 28), and allow for and contribute to audits, including inspections, by you for this purpose. Any information obtained by you as a result shall be treated as confidential.

8.10 We shall notify you without undue delay and in writing on becoming aware of any security breach in respect of any Client Personal Data.

8.11 On the termination of the provision of the services relating to the processing of Client Personal Data, at your cost and at your option, we shall either return all of the Client Personal Data to you or securely dispose of it (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires us to store such Client Personal Data.

8.12 You shall ensure that: Data subjects are provided with appropriate information regarding the processing of their Client Personal Data, including by means of offering a transparent and easily accessible public privacy notice.

9. Resolving problems

9.1 In the unlikely event that there is a problem with the services, please contact us as soon as possible and give us a reasonable opportunity to sort out any problems with you and reach a positive outcome.

9.2 The terms of this contract will apply to any re-performed services.

10. End of the contract

10.1 If a service description specifies a length of time for services to be provided, then subject to clause 10.3 below, the services will terminate at the end of that timeframe.

10.2 If we provide services to you on an ongoing basis and the relevant

statement of services does not specify a timeframe then either you or we may terminate the services by 30 days written notice to each other.

10.3 Either you or we may terminate the services and this agreement immediately if:

10.3.1 the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified to make such payment;

10.3.2 the other party commits any other material breach of this agreement and, in the case of a breach capable of being resolved, the breach is not resolved within 30 days of a written request to do so. The written request must expressly refer to this clause and state that the contract for services and this agreement will be terminated if the breach is not resolved; or

10.3.3 the other party commits or threatens to commit or is threatened with any act of insolvency under the Insolvency Act 1986.

10.4 If this agreement is ended it will not affect our right to receive any money which you owe to us under it and it will not operate to affect any provisions that expressly or by implication survive termination.

11. Limit on our responsibility to you

11.1 Nothing in this agreement shall limit or exclude our liability for:

11.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;

11.1.2 fraud or fraudulent misrepresentation; or

11.1.3 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

11.2 Subject to clause 11.1:

11.2.1 We shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit; loss of sales or business; loss of anticipated savings; loss of or damage to goodwill; loss of use or corruption of software, data or information; or any indirect or consequential loss arising under or in connection with any contract between us; and

11.2.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for our services which gave rise to the loss.

11.3 This limitation on liability is an integral part of the commercial bargain between you and us and was a controlling factor in the setting of the fees payable to us under these terms.

12. Disputes

12.1 We shall try to resolve any disputes with you quickly and efficiently.

12.2 If we cannot resolve a dispute using our internal complaint handling procedure and either of us want to take court proceedings, the courts of England and Wales will have exclusive jurisdiction in relation to any contract entered into pursuant to this agreement.

12.3 The laws of England and Wales will apply to any contract entered into pursuant to this agreement.

13. Non-disparagement

13.1 If there is a dispute between us, you agree not to make any negative or critical comments about our services publicly, or to communicate with any other individual, company or entity in a way that disparages the services or harms our reputation in any way, including on social media.

14. General

14.1 **Amending the agreement.** No variation of this agreement shall be valid or effective unless it is in writing and is agreed to by us.

14.2 **This is our entire agreement with you.** This agreement constitutes the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in this agreement and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

Service provider

Signed by: Crystal Luk-Worrall

Job title: Service manager at Clap and Toot Ltd

Date: 1st January 2023

A handwritten signature in black ink, appearing to read 'Crystal Luk-Worrall', is centered on a light gray rectangular background.