



Bright Outcomes – Client Contract for Alternative Provision Services

Client Contract for Alternative Provision Services

This Client Contract (the "Contract") is made and entered into, between Bright Outcomes Ltd, a company registered in England and Wales under company number 15736763 and whose registered office is at 12 Hartshorne Road, CV47 2BF ("Bright Outcomes"), and the name of School/Local Authority named below (the "Client").

The Contract outlines the terms and conditions under which Bright Outcomes will provide alternative provision services (the "Services") to a young person in their home, commissioned and paid for by the Client.

1. Services Provided

Bright Outcomes agrees to provide alternative education and mentoring services to the young person identified by the Client. Services will be tailored to meet the specific educational, emotional, and social needs of the young person in accordance with the agreed service plan.

2. Payment and Invoicing

2.1 Payment Schedule: The Client agrees to pay Bright Outcomes for services rendered on a termly basis. Invoices will be issued at the start of the term, and payment will be due within 30 days of the invoice date.

2.2 Late Payments: Bright Outcomes reserves the right to charge interest on overdue payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, at a rate of 8% plus the Bank of England base rate until full payment is received.

2.3 Provision Charges:

- **Time-limited provision:** The provision will be charged in full for the agreed duration, regardless of attendance.

- **Ongoing provision:** 4 weeks' notice is required by the Local Authority/ School to end the provision.

2.4 Cancellation Charges:

- If sessions are cancelled by parents or young person, full charges will apply.
- If sessions are cancelled by Bright Outcomes, every effort will be made to rearrange the session.
- If a young person is unable to access the full provision once agreed, Bright Outcomes will still charge for the agreed hours.

2.5 Safeguarding and Health & Safety Termination:

- If the provision is terminated due to a safeguarding concern or breach of health and safety, Bright Outcomes reserves the right to:
 - Charge in full for a **time-limited placement**, or
 - Charge a **4 weeks' notice fee** for an **ongoing provision**.

3. Cooling-Off Period

The Client has a 14-day cooling-off period from the provision start date. During this period, the Client may cancel the Contract without penalty by providing written notice to Bright Outcomes.

4. Notice Period and Termination

4.1 Termination by Either Party:

- For **ongoing provisions**, 4 weeks' notice must be provided by the Local Authority/ School to end the provision.
- **Time-limited provisions** will be charged in full for the agreed duration, regardless of notice.

4.2 Suspension of Services: Bright Outcomes reserves the right to suspend services for any reason, including non-payment or concerns about the safety and well-being of its staff or the young person.

4.3 Termination for Safeguarding or Health & Safety Breach:

- In the event of termination due to a safeguarding concern or a breach of health and safety, Bright Outcomes reserves the right to:

- Charge in full for a **time-limited placement**, or
- Charge a **4 weeks' notice fee** for an **ongoing provision**.

5. Liability and Indemnity

5.1 Limited Liability: Bright Outcomes will not be liable for any indirect, consequential, or financial loss resulting from the delivery of the Services. The total liability of Bright Outcomes for any claim arising out of or in connection with this Contract, whether in contract, tort (including negligence), or otherwise, shall not exceed the total fees paid by the Client in the 12 months prior to the event giving rise to the claim.

5.2 Force Majeure: Bright Outcomes shall not be liable for any delay or failure to perform its obligations under this Contract due to any event beyond its reasonable control, including but not limited to natural disasters, pandemics, strikes, governmental restrictions, or other unforeseen circumstances ("Force Majeure"). In such cases, either party may terminate the Contract if the event lasts more than 30 days.

6. Client Obligations

6.1 Cooperation: The Client agrees to cooperate with Bright Outcomes to ensure the successful delivery of Services, including providing any necessary information about the young person and their needs.

6.2 Adult Supervision: The Client must ensure that a responsible adult is present in the home during the delivery of Services. Bright Outcomes is not responsible for the personal safety, health, or medical care of the young person beyond the scope of its education and mentoring services. Bright Outcomes will not deliver first aid care or restrain the young person at any time.

6.3 Safeguarding Responsibilities:

Bright Outcomes is committed to ensuring the safety and welfare of all pupils and adheres to:

- Warwickshire County Council Safeguarding Procedures
- Keeping Children Safe in Education (KCSIE) Regulations

The primary responsibility for safeguarding remains with the Local Authority or school. Bright Outcomes will:

- Report any safeguarding concerns directly to the Local Authority/School designated safeguarding lead (DSL).

- Follow the Local Authority/School's safeguarding procedures, which must comply with local authority and statutory guidelines.

6.4 Parental Involvement:

A parent or guardian must be present for all support sessions. The Local Authority/School is responsible for ensuring parents are informed and available. Bright Outcomes will not conduct sessions without a parent or guardian present. Bright Outcomes staff will not transport young people in their own cars.

6.5 Attendance Responsibility:

While Bright Outcomes will record attendance, the Local Authority/School remains responsible for monitoring and reporting attendance in line with statutory requirements.

6.6 Local Authority/School Responsibilities:

The Local Authority/School agrees to:

- Provide a safe and appropriate environment for the sessions
- Ensure that a parent or guardian is present at all sessions
- Comply with County Council's safeguarding procedures and KCSIE regulations
- Maintain responsibility for reporting attendance data and fulfilling obligations to the local authority

7. Confidentiality and Data Protection

7.1 Both parties agree to treat any personal information about the young person or their family as confidential and in accordance with the UK GDPR.

7.2 Bright Outcomes will take all reasonable steps to protect any data collected and ensure it is used solely for the purposes of delivering the Services.

8. Intellectual Property

All materials, resources, and programs provided by Bright Outcomes during the course of delivering the Services remain the intellectual property of Bright Outcomes. The Client agrees not to copy, distribute, or otherwise use such materials without prior written consent.

9. Governing Law and Dispute Resolution

This Contract shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising under or in connection with this Contract shall be resolved through negotiation in the first instance. If a resolution cannot be reached, the parties agree to attempt mediation before proceeding to court.

10. Entire Agreement

This Contract represents the entire agreement between the parties and supersedes any prior understanding or communication, whether written or verbal. Any amendments to this Contract must be in writing and signed by both parties.

11. Severability

If any provision of this Contract is deemed invalid or unenforceable by any court of competent jurisdiction, such provision shall be severed from the Contract, and the remaining provisions shall continue in full force and effect.

12. Signatures

Commencement of provision is deemed as both parties agreeing to the terms and conditions outlined herein.

For Bright Outcomes Ltd:

Name: Andi Hillman

Position: Founder of Bright Outcomes

Date: 1st September 2025