**Campbell Education**

Terms and Conditions of service

Good relationships are based on good understanding. When you book services with Campbell Education you will be asked to confirm that you have read and understand the following terms and conditions and agree to be bound by them. In particular you should be familiar with the statements in the disclaimer, and do not proceed unless you are aware and agree to them. When you are happy to be bound by them, please name and date the document and send a copy to campbelleducation@btinternet.com using a password protected email address.

1. DEFINITIONS, this is what we mean:

 **Campbell Education Services** - services provided by Helen Campbell or her representative

 **The Client** – the person responsible for booking a service and arranging payment

 for the service. The Client may be the Learner, or a parent or employer

 **The Learner** – the recipient of teaching or coaching sessions, the end user

 **Fee payer** – any person, other than the client, who provides payment for services

**Psychological Training and Coaching** - learning interventions based on Positive Psychology, which are intended to enhance research and study skills, or Emotional Intelligence skills, or related personal competencies.

**Education and coaching** – learning interventions intended to develop learning skills and communication competencies.

**Therapy** – interventions that help a client heal and recover from short or long-term trauma. Therapy is not available from Campbell Education.

 2. SERVICES DESCRIPTION

Campbell Education offer two distinct types of service. Education services are suitable for adult learners and children over twelve who wish to continue or develop their education. Psychological services are suitable for approved adults only. Approval will be for the specific service requested only. Learners who wish to undertake a new learning service will be required to pass the approval process for that service.

The services to be provided in this contract will be one of the following:

**2.1 Continuing education, including the provision of materials and on-line teaching for young people and adults.**

2.1.i All clients/learners shall have completed a suitable application form, been assessed for suitability for these services, and enrolled with Campbell Educationas suitable for the type of service requested.

2.1.ii Campbell Educationreserves the right to refuse services to any learner without explanation. In any case where it becomes apparent that the learner or the client is not a suitable candidate for the service, this will be addressed with the client, the contract will be cancelled forthwith, and the value of any future sessions reimbursed without prejudice.

2.1.iii All services shall be paid for in advance of commencement of the service.

2.1.iv Electronic materials shall be issued, and face-to-face tuition provided (client calls Tutor), as described in the relevant course or coaching information. All materials are copyright, and remain the property of Helen Campbell, and may be printed, published, or disseminated in any electronic form, only with written permission from her. Materials may not be furnished to non-enrolled Learners and may be printed for study purposes only as directed by her. Tutorial sessions may not be recorded by any party. All rights are reserved.

2.1.v An educational contract between Campbell Educationand the Client covers one enrolled Learner. While friends and family are welcome to take part of preparation and learning exercises, the face-to-face sessions will be conducted between the tutor and the enrolled Learner only. The Client or other family member may be present, but they will not be expected to disturb or contribute to the live session.

2.1.vi Campbell Educationaccepts no responsibility for failure of services due to technical failure, or unforeseen events that disrupt training schedules, including force majeure.

In the case where the failure is on the part of Campbell Education, the Client will be informed as quickly as possible, and a new appointment scheduled at no additional cost. Campbell Education do not accept liability for any costs incurred due to failure to deliver any service.

In the case where the failure is on the part of the Client, they will inform the tutor at the earliest opportunity by email, SMS, or direct messaging on an agreed messaging platform. Cancellations with 48 or more working hours’ notice will be rescheduled without penalty. Cancellation with less than 48 hours’ notice will only be refunded if a late booking can be made to recover the loss.

In a case where a tutorial or coaching session is expected, and the learner fails to connect for technical reasons, or without previous notice for any reason, the tutor will remain available for the time previously agreed in order to allow time for the problem to be resolved or for late arrival. The tutor may, at their discretion, help by extending their time. Where this is not possible for *any* reason, regretfully and without prejudice, the session shall not be extended, and no refund will be payable.

**2.2 Psychological training and coaching for adults.**

2.2.i On-line psychological training and coaching is for adult Clients only. Psychological Training and Coaching is a learning intervention intended to enhance learning and mental skills and competencies.

2.2.ii All clients shall have completed a suitable application form, been assessed for suitability for these services, and enrolled with Campbell Education as suitable for the type of service requested. Psychological academic training is distinct from Emotional Intelligence Training and Coaching. Emotional Intelligence training and coaching is not, and cannot replace, therapeutic intervention. Training is a preventative, not a curative intervention.

2.2.iii Campbell Education reserves the right to refuse services to any Fee payer or Client without explanation. In any case where it becomes apparent that the learner or the client is not a suitable candidate for the service; this will be addressed with the client; the contract will be cancelled forthwith, and the value of any future sessions reimbursed without prejudice.

2.2.iv All services shall be paid for in advance of commencement of the service.

2.2.v Face-to-face tuition will be provided as described in the relevant course or coaching information. All materials and training are copywrite, and remain the property of Helen Campbell, and may be printed, published, or disseminated in any electronic form, only with written permission from her. Materials and training may not be furnished to non-enrolled clients; and may be provided only by Helen Campbell or her elected representative.

2.2.vi A contract between Campbell Educationand the Client covers one enrolled Client. Face-to-face sessions will be conducted between the Coach and the enrolled Client only. All training and coaching are strictly confidential, and sessions may not be recorded in any electronic format, or disseminated in any way, without prior written permission from Helen Campbell.

2.2.vii Campbell Education accepts no responsibility for failure of services due to technical failure, or unforeseen events that disrupt training schedules, including force majeure.

In the case where the failure is on the part of Campbell Education, the Client will be informed as quickly as possible, and a new appointment scheduled at no additional cost. Campbell Education do not accept liability for any costs incurred due to failure to deliver any service.

In the case where the failure is on the part of the Client, they will inform the tutor at the earliest opportunity by email, SMS, or direct messaging on an agreed messaging platform. Cancellations with 48 or more working hours’ notice will be rescheduled without penalty. Cancellation with less than 48 hours’ notice will only be refunded if a late booking can be made to recover the loss.

In a case there a tutorial or coaching session is expected, and the learners fails to connect for technical reasons, or without previous notice for any reason, the coach will remain available for the time previously agreed in order for the problem to be resolved. The tutor may, at their discretion, help by extending their time. Where this is not possible for any reason, regretfully and without prejudice, the session shall not be extended, and no refund will be payable.

**2.3 Copywriting and copyediting services for academic and business purposes.**

2.3.i Helen Campbell undertakes writing services on behalf of a client when the work falls within her expertise.

2.3.ii Helen Campbell will make all reasonable efforts to complete writing assignments in good time and to the best of her ability.

2.3.iii Helen Campbell accepts no responsibility for the accuracy or veracity of the content of written materials where information has been provided by clients, nor for the success or failure of the materials to achieve the intended aims of the client. Clients are responsible for ensuring that they request services only within the parameters prescribed by their employers, educational establishment, or external examiners.

2.3.iv In the event of technical failure, unforeseen disruption to working schedules or force majeures, Helen Campbell undertakes to inform the client of the problem in good time, and to make reasonable efforts to resolve the problem in time to meet agreed deadlines. Campbell Education do not accept liability for any costs incurred due to failure to deliver any service.

2.3.v Copyright for written materials shall become the property of the client as and when all monies owning have been received. Invoices shall be settled in full within 28 days of delivery.

3. PROFESSIONAL OBLIGATIONS

3.1 Helen Campbell, or her representative, undertakes to offer services within the remit of their qualifications and competence.

3.2 All information and data will be confidential and kept safe with all reasonable care. Data will not be shared with any third party. While strategies will be in place to protect data, clients will recognise that technology is not always secure and accept the risks to confidentiality inherent in using email, text, phone, Skype, Zoom and other technology.

3.3 Personal information shared with Helen Campbell, or her representative, or her approved agent, in the course of training or coaching, will be kept confidential, and will not be accessible to fee payers or other third parties. Online sessions will not be recorded without previous agreement with the client.

3.4 Complaints or queries should be raised with Helen Campbell in the first instance and will be dealt with in confidence and without prejudice. Every reasonable effort will be made to settle disputes amicably within the limits of the conditions listed above.

3.5 This contract is governed by the law of England, and the courts of England shall have exclusive jurisdiction in relation to any dispute, disagreement, proceedings or legal claim of any kind relating to the service provided by the contract.

**Disclaimer**

I have read and understood the terms and conditions and agree to be bound by them.

I understand that Campbell Educational Services are interventions intended to help me develop and improve my learning, skills and competencies. Success on my part will depend on my engaging with and applying these skills and I accept responsibility for doing so.

I understand that Campbell Education Services are not offered as a substitute for professional mental health care or medical care, and will not diagnose, treat or resolve any mental or medical condition. I undertake to apply for services in the understanding that I am in adequate mental and medical health to take part fully in the learning for which I have applied, and will not ask for additional services without undertaking assessment for suitability for them, or request services that are not offered by Campbell Education.

I understand that the right to supply services rests with Campbell Education, and services can be withdrawn at their discretion for any reason without notice. I understand that any advance payments for future sessions will be refunded to me without prejudice; and that this does not constitute evidence of error or liability.

I understand that my information and the content of my training or coaching will be kept private, and that reasonable steps will be taken to protect it, and I accept the risks of using technology to communicate sensitive information. I also recognise that if I share information regarding child, elder or self-abuse or neglect, or threaten to harm myself of someone else, necessary actions will be taken, and my confidentiality agreement will then be limited in this regard. Furthermore, if Campbell Education is ordered by a court to provide information or to testify, this will be done to the extent that the law requires.

I understand that Campbell Education Services are not delivered under license from any UK organisation or authority; but are based in the UK and are subject exclusively to UK laws and courts.

I hereby release, waive, acquit and forever discharge Helen Campbell, or her representative, any agents, successors, assigns, personal representatives, executors, heirs and employees from every claim, suit action, demand or right to compensation for damages I may claim to have or that I may have arising out of acts or omissions by myself or by my tutor or coach as a result of the advice given by my coach or otherwise resulting from the coaching relationship contemplated by this agreement.

I further declare and represent that no promise, inducement or agreement not expressed in this agreement has been made to me to sign this agreement. This agreement shall bind my heirs, executors, personal representatives, successors, assigns, and agents.

Please be sure that you have read and agree, then fill in your name and the date and return to campbelleducation@btinternet.com using a password protected email account.

Name Date