



Anna Freud

Terms and Conditions for Commissioned Training, Events, Consultancy and Supervision Services

Anna Freud is a registered charity and all fees from our training, events, consultancy and supervision services help to fund our work supporting children and families to build on their strengths and to achieve their goals in life.

These Terms and Conditions apply to you for the commissioning of the Services.

1. Enquiry and quotation

- 1.1 Upon enquiry, full and accurate details of service requirements and intended audience must be provided. If the requested content differs from our advertised Services, this must be disclosed prior to quotation. We reserve the right to amend any quotation to include a bespoke service development fee where applicable.
- 1.2 The quotation is valid for 30 days, and we reserve the right to amend the quotation if not accepted within the 30-day period.

2. Contact and response time

Once your booking is confirmed, a named contact will be assigned to you. You may reach us via email during our operating hours: 09:00-17:00, Monday to Friday (excluding public holidays in England), contact details below. We aim to respond within 24 hours.

If we need to contact you, we will use the email address or telephone number you provided when making your enquiry.

3. Payment

- 3.1 In accepting the quotation and confirmation of booking, an invoice will be raised, with information on how to make payment.
- 3.2 Invoicing details, and a PO number (where required), will be requested.
- 3.3 Payment must be made in full according to the invoice terms (no later than 30 days from invoice date), or immediately on booking if less than 21 days before the Service commencement date.
- 3.4 VAT is generally applied at the following rates, subject to confirmation in the quotation: training and workshops are exempt (0%), as are conference speakers and events (0%) and supervision (0%). Consultancy services, including mental health and wellbeing reviews, are subject to 20% VAT.
- 3.5 If the enquiry is received less than 10 days before the Service is due to take place, we reserve the right to charge a £100 late booking fee.
- 3.6 A £50 bank and currency charge will be added to the cost of Service for organisations based outside of the UK.

- 3.7 If full payment is not received before the Service start date, it will be treated as a cancellation and the charges under clause 4 “Cancellation” will apply.
- 3.8 The fee must be paid by bank transfer or card payment only (cheques are not accepted). Where you do not pay the fees in accordance with the quotation agreed, this will constitute a breach of these Terms and Conditions, and we may refuse to provide the Services as quoted.
- 3.9 We may refuse or cancel future Services bookings where payment(s) for Services under these Terms and Conditions remain outstanding.
- 3.10 Where applicable, voucher codes are strictly valid only for the specified Service and Service date as indicated at the time of issue. The voucher codes are non-transferable and can only be used by the named recipient of the voucher. Voucher codes must be used as directed and may not be applied to any other service, date, or booking. Any misuse of voucher codes, including unauthorised transfers or use outside the specified terms, will result in the cancellation of the Service. We reserve the right to cancel or void any Service made with a misused voucher code and to reclaim the voucher code at our discretion.

4. Cancellation and amendments

4.1 Cancellations and amendments by the Client

4.1.1 If you cancel or amend a confirmed Service, the following charges will apply:

- More than 21 days before the Service start date, a charge of 10% of the full cost will apply. You will be refunded 90% through the original mode of payment only. You are liable for reimbursement of reasonable expenses, including but not limited to travel and accommodation incurred where refund is not possible.
- Less than 21 days before the Service start date, a charge of 50% of the full cost will apply. You will be refunded 50% through the original mode of payment only. You are liable for reimbursement of reasonable expenses, including but not limited to travel and accommodation incurred where refund is not possible.

4.2 All cancellation requests must be received in writing or via email (contact information below) and must contain the full Service details including:

- Organisation name
- Service details
- Invoice or receipt number

4.3 Once your cancellation request is received, we will send you acknowledgement. The Service will not be considered cancelled, nor will any refund (where applicable) be payable, until we send you the acknowledgement of cancellation request.

4.4 You will be liable for any non-refundable venue-related costs incurred in connection with the Services. Such costs may include, but are not limited to, external venue hire, IT and AV facilities, catering and refreshments, printed materials, and any travel or expenses incurred by staff assigned to deliver the

Services. Where you are responsible for providing the venue, we shall bear no responsibility for any venue-related costs arising from the cancellation.

- 4.5 Services may be amended to change the delivery date, subject to availability, full payment, and Anna Freud approval. For date changes, notice must be given more than 21 days prior to the original start date to avoid cancellation fees.
- 4.6 Requests to transfer to a different service will be treated as a cancellation, and standard cancellation charges will apply (see clause 4 - “Cancellation”).
- 4.7 In the event where you need to change the Service content, speakers, venue or mode of delivery, more than 28 days’ notice is required otherwise Clause 4, Cancellation applies.

5. Cancellations and amendments by Anna Freud

- 5.1 Where Anna Freud must change the Service content, date, timing and or Service delivery staff, every endeavour to agree such changes with you and ensure you are notified and agreed as early as possible, and within one month of the agreed service start date.
- 5.2 Anna Freud reserves the right to change the Service content, timing, Service delivery staff, venue or mode of delivery including, without limitation, changing an in-person Service into an online Service with immediate effect. Anna Freud is not responsible for attendees' failure to act on our notification of any changes to a Service, including short notice postponement, cancellation or notification of a different venue.
- 5.3 In the event Anna Freud cancels the Service, we will contact you in advance, wherever possible, to tell you we will need to cancel, unless an emergency requires us to cancel the event on the day. We will provide you with options to:
 - Transfer to an alternative date/time, where possible;
 - For in-person activity, deliver online instead of in-person;
- 5.4 Where the above options are not possible, we will provide you with a full refund through the original mode of payment only.

6. Eligibility

- 6.1 You must ensure that the participants meet eligibility criteria (where applicable) set out in the quotation. If criteria haven’t been met, any refund available under our cancellation or amendment policy will not apply. Please review the eligibility criteria (where applicable) before booking the Service. Should you have any queries around your eligibility for the Service please email us at the details below and we will help identify whether you meet the requirements.

7. Content

- 7.1 We may use case studies or other real-life examples as part of our Service delivery. Where we use content that may identify an individual, we have obtained explicit consent to use this for the purpose of the Services. The details of these case studies are confidential. If you wish to use any of the information from the case studies, you must ensure this does not identify the individual.

8. Intellectual property

- 8.1 Any Intellectual Property rights which may arise from any work done in connection with the Services provided under these Terms and Conditions shall, unless otherwise specifically agreed in writing, belong to Anna Freud.

9. Data protection

- 9.1 In this clause "UK GDPR", "personal data", "data controller", "data processor" and "processing" have the meanings given in the Data Protection Act 2018 and the UK General Data Protection Regulation, and "Data Protection Legislation" means the Data Protection Act 2018, the UK GDPR, and any successor or related legislation from time to time in force in the United Kingdom.
- 9.2 All parties agree to abide by their obligations under applicable Data Protection Legislation.
- 9.3 For the purposes of this agreement the parties agree that the client is the Data Controller, and the training provider is the Data Processor. Where the training provider processes data on behalf of the client, this will be done in line with the data processing agreement as detailed in Schedule 1.

10. Service delivery

By accepting these Terms and Conditions you agree that you and your participants will abide by our [Code of Conduct](#), and will not:

- Copy, modify, reproduce, re-publish, sub-license, sell, upload, broadcast, post, transmit or distribute any of the Service materials (including presentations, videos, handouts and case studies) without the prior written permission of Anna Freud;
 - Record video or audio footage, relay by phone, videoconference or other means the Services delivered by Anna Freud;
 - Save any videos received as part of the Service to your personal or work devices;
 - Share the Service materials with anyone, use the materials in the provision of any other course or training whether delivered by you or a third party, or enable participation in the Service by anyone who is not booked to receive the Service;
 - Remove any copyright or other notice of Anna Freud;
 - Modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the Service.
- 10.1 Where the Service is hosted by you, you agree to putting appropriate measures in place for delivery, whether online, or in-person as set out in this clause 10. Where there is a failure to evidence these measures, or to a satisfactory standard, Anna Freud has a right to withdraw the Service which will be deemed a cancellation by you.
- 10.2 As part of the Service, you agree to:

- Recruit participants, up to the maximum number agreed as per the quotation provided to you and, where applicable, ensure that they meet the eligibility criteria;
- Keep Anna Freud updated with the number of participants and roles attending;
- Send reminders and follow-up materials to participants;
- Where the Service is taking place in-person:
 - Ensure Service delivery staff have a minimum of 30 minutes to set up;
 - Provide a named person on site to support the Service delivery staff at the venue;
 - Ensure a suitable venue with IT and AV facilities including Wi-Fi is booked, where required;
 - Ensure the venue is private and sufficiently sized for the agreed number of participants;
 - Ensure the venue is accessible and meets the needs of those who may have accessibility requirements;
 - Provide basic refreshments for participants and Service delivery staff.
- Where the Service is taking place online, ensure that the proposed delivery online platform, such as Zoom or learning management system, is accessible to participants and not blocked by firewalls or other constraints.

10.3 As part of the Service, the quotation will include all training, event, consultation and supervision arrangements. Our standard supervision delivery terms include the following:

- Anna Freud will be responsible for passing any supervision payment to the supervisor, unless alternative arrangements are specified;
- Clinical responsibility for cases rests with the participant or the client - neither the supervisor nor Anna Freud accepts any clinical responsibility;
- Participants providing video evidence to supervisors are responsible for ensuring any personal data shared has appropriate permissions for such use; personal data should not be shared unnecessarily; video material will not be retained by the supervisor.
- The frequency and scheduling of a purchased supervision package will be negotiated between Anna Freud and the client, based on the requirement and the availability of both parties;
- Supervision packages must be used within the agreed timescales. Any hours of supervision not utilised by the client within the agreed timescales will be forfeited.

11. Safety and safeguarding

11.1 By agreeing to these Terms and Conditions, you acknowledge you have adhered to statutory duties and organisational policies and procedures for Safeguarding and Health and Safety.

- 11.2 Subject to clause 10, all participants remain responsible and accountable for their own conduct, including that in relation to safety and safeguarding. The provision of the Service does not imply any transfer of such accountability or responsibility to Anna Freud.

12. Updating your details

- 12.1 It is your responsibility to let us know if your contact details change, so please email us using the contact information below to update us with any changes so that we can contact you about your Service.

13. Booking on behalf of others and group booking

- 13.1 When making a group booking or a booking on behalf of others, you acknowledge and agree that all participants included in the booking have seen and accept these Terms and Conditions as well as the course-specific terms and conditions included in the booking process, if applicable.

Contact information:

For services for mental health professionals, please email training@annafreud.org

For services for education professionals, please email school.training@annafreud.org

Schedule 1: Data Processing

1. **Definitions.** In this Agreement,
 - a) Data Protection Legislation means the UK GDPR, Data Protection Act 2018, Privacy and Electronic Communications Regulations 2003, Data (Use and Access) Act 2025 and any applicable replacement or supplementary law.
 - b) Controller, Processor, Personal Data, Data Subject, processing and Personal Data Breach have the meanings given in the Data Protection Legislation.
 - c) Designated Contact means the Controller's Data Protection Officer or other person nominated by the Controller.
2. **Processing instructions.** The Processor shall process Personal Data only on the Controller's documented instructions, including those in this Agreement, Appendix 2 and any further written instructions. If the Processor is required by law to process Personal Data other than on the Controller's instructions, it shall inform the Controller before doing so unless prohibited by law.
3. **Compliance and assistance.** The Processor shall comply with the Data Protection Legislation, not do anything that would cause the Controller to breach it, and promptly assist the Controller with data protection impact assessments, consultations with the ICO, records of processing, audits, information requests and any other reasonable compliance requirement.
4. **Confidentiality.** The Processor shall keep Personal Data confidential and ensure that all staff, agents and contractors authorised to process it are bound by written confidentiality obligations and receive appropriate data protection and information security training.
5. **Security.** The Processor shall implement and maintain appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration or disclosure. Those measures must be appropriate to the risk, the nature of the Personal Data and the requirements in Appendix 1.
6. **Sub-processors and disclosure.** The Processor shall not appoint a sub-processor or disclose Personal Data to any third party without the Controller's prior written authorisation. Any approved sub-processor must be bound by a written contract imposing data protection obligations no less protective than this Agreement. The Processor remains fully liable for the acts and omissions of any sub-processor.
7. **International transfers.** The Processor shall not process or transfer Personal Data outside the UK or EEA without the Controller's prior written consent and without ensuring that appropriate transfer safeguards are in place.
8. **Data Subject rights and complaints.** The Processor shall notify the Controller within 24 hours of receiving any Data Subject request, complaint or correspondence relating to Personal Data, and shall not respond except on the Controller's documented instructions unless required by law. The Processor shall provide all reasonable assistance to enable the Controller to respond within statutory timescales.
9. **Personal Data Breaches.** The Processor shall notify the Designated Contact without undue delay and in any event within four hours of becoming aware of a Personal Data Breach. The notification must include, so far as known, the nature of the breach, Personal Data and Data Subjects affected, likely consequences, steps taken or proposed, and any support required. The Processor shall promptly investigate, mitigate and provide further information and assistance.
10. **Audits and records.** The Processor shall keep accurate records of processing carried out under this Agreement and make available all information reasonably

- required to demonstrate compliance. On reasonable notice, the Processor shall permit audits and inspections by the Controller or its appointed auditor.
11. **Return, deletion and retention.** On termination of this Agreement, completion of the services or request by the Controller, the Processor shall return or securely delete all Personal Data, including copies and backups, unless retention is required by law. The Processor shall provide written confirmation of deletion or disposal on request.
 12. **Intellectual property.** All rights in Personal Data processed under this Agreement belong to the Controller. The Processor may use the Personal Data only as necessary to perform its obligations under this Agreement.
 13. **Indemnity and insurance.** The Processor shall indemnify the Controller against losses, claims, fines, penalties, costs and expenses arising from the Processor's breach of this Agreement, negligence, wilful misconduct, breach of statutory duty or non-compliance with the Data Protection Legislation. The Processor shall maintain appropriate insurance and provide evidence on request.
 14. **Term and termination.** This Agreement continues until terminated or until the Processor has returned or deleted all Personal Data. The Controller may terminate on six months' written notice or immediately if the Processor materially breaches this Agreement, fails to remedy a remediable breach within 14 days, becomes insolvent, or acts in a way likely to damage the Controller's reputation.
 15. **Variation and notices.** Any variation must be in writing and agreed by both parties, except where changes are required to reflect changes in Data Protection Legislation. Notices must be in writing and delivered by hand, post or email to the parties' nominated contacts, and are deemed received in accordance with ordinary business delivery rules.
 16. **General.** The Processor accepts the obligations in this Agreement in consideration of £1 from the Controller, receipt of which is acknowledged. This Agreement is governed by the laws of England and Wales.

Appendix 1 – Security Measures

- The Processor shall maintain an information security policy, allocate security responsibilities and review security measures regularly.
- Access to Personal Data shall be limited to authorised personnel, protected by appropriate authentication, and reviewed periodically.
- Personal Data shall be stored, transmitted and disposed of securely, including by encryption or equivalent safeguards where appropriate.
- The Processor shall maintain malware protection, backup, disaster recovery and business continuity arrangements appropriate to the processing.
- The Processor shall maintain procedures for identifying, investigating, reporting and remedying security incidents and Personal Data Breaches.
- The Processor shall ensure staff with access to Personal Data are reliable, trained and subject to confidentiality obligations.
- The Processor shall regularly test, assess and evaluate the effectiveness of its technical and organisational measures.

Appendix 2 – Details of Processing

Description	Details
Controller and Processor	The Client is the data Controller, and the Provider is the Processor.
Subject matter	Contact and professional data to support enrolment on and delivery of services.
Duration	Participant data will be processed during planning until the end of service delivery.
Nature and purpose	Administration of participant data to provide services as contracted by the Controller. Monitoring the diversity of our audience to take action to improve our reach.
Types of Personal Data	Name, contact details, educational attainment.
Special categories of Personal Data	Age, gender, sexual orientation, ethnicity, religion, disability, social mobility, caring responsibilities.
Categories of Data Subject	Adult professionals receiving training, supervision or consultancy services.
Return or deletion	Data will be securely disposed of once training has ended, with the exception of an Attainment List (names, record of attainment, dates of attendance) which will be retained indefinitely and for which data the Provider is the Controller.