



## **Solent Mind Workplace Wellbeing Training delivery terms and conditions**

We are pleased to confirm that Solent Mind will be delivering training and or consultancy services for your organisation.

### **The following terms and conditions will apply:**

Solent Mind (the provider) will:

- Provide Solent Mind-approved training or consultancy activities as proposed and agreed.
- Provide you with all necessary information, including relevant rates, estimated expenses, dates and timescales where relevant, trainer details, proposed programme of content, delivery format, evaluation methods and delivery/ room requirements (eg screen and HDMI cable etc)
- Provide all materials relevant to our training or consultancy activities as agreed.
- Notify you as soon as possible of any changes, such as, any unforeseen cancellations (trainer/consultant illness/emergency/force majeure) and where possible, will find a suitable replacement or reschedule with your agreement.
- Ensure all information provided by you is treated confidentially.

You (the Client) will:

- Liaise with Solent Mind's Training Administrator prior to delivery to ensure the agreed programme of training or consultancy activity meets your requirements.
- Ensure you have been provided with all necessary information, including relevant rates, estimated expenses, dates and timescales where relevant, trainer details, proposed programme of content, delivery format, evaluation methods, delivery/room requirements. Please notify us if any specific information is missing.
- Be responsible for promoting our training to your staff internally, and/or ensuring all relevant colleagues are notified of any consultancy we are providing that might require their support.
- Distribute any materials relevant to delegates and as agreed by Solent Mind for internal use only.
- Distribute our accessibility document to your delegates and/or advise us of any accessibility needs
- Our trainers deserve to work free from harassment and intimidation and be allowed to carry out their role without the threat of aggression or inappropriate behaviour. If at any time we feel delegate behaviour is unacceptable our trainers are free to cancel the remainder of the session and may choose not to reschedule. The full amount for the session will still be payable.

### **Face to face training**

- Provide suitable and accessible facilities for training activities to take place. This includes but is not limited to: sufficient space for all attendees, a projector, a flipchart with paper and pens, technical equipment and any other reasonable materials required to accommodate training delivery and attendee participation. If, on arrival, our trainer feels the training space is not appropriate; they will advise you of any changes needed. If these changes cannot be actioned for any reason, we reserve



the right to reschedule at a mutually convenient time when the needs have been addressed. Solent Mind will not be liable for this postponement.

- Ensure our trainer or consultant's health and safety on your site/s (ensuring they are made aware of emergency evacuation procedures and any special measures relating to the training site/location and access to and from).
- Provide refreshments during training days (where necessary).
- Collect completed evaluation forms and return to the trainer at the end of each training (if required).

### **Remote training**

- Circulate links to access the training to all attendees, along with any other relevant pre-reading.
- Ensure attendees have suitable IT equipment to access the training (internet, mics, cameras).
- Circulate follow up materials, slides and resource links after the training.

### **Fees**

- For large bookings, a deposit of 50% of the training fee will be payable as soon as dates are confirmed. The other 50% **is payable** on completion.
- For other training, the invoice will be sent post-delivery.
- The fee that has been discussed and pre-agreed with you will cover the training delivery that has been agreed at the time of signing this agreement. Solent Mind reserves the right to adjust pricing at future dates for training and consultancy, to ensure sustainability and cost-effectiveness. We will always discuss any plans to amend pricing with you in advance.
- Additional Trainer/Consultant expenses will be charged in addition to delivery fees at the time of invoice (for example, over 60 mile round trip, accommodation - overnight stay where required).
- Additional development fees will be charged for bespoke training, these will be agreed in advance. Attendance at some development meetings may also be charged for.

### **Cancellation and Postponement**

The following conditions apply:

- Cancellations: If we receive a cancellation with less than ten working days' notice of the training date, we will apply a 100% charge.
- Postponements: Solent Mind requires a minimum of ten working days' notice if you wish to postpone the course to a later date. Clients are permitted one postponement and the course must be rescheduled to take place within a maximum of three months from the original date, otherwise the cancellation charges as stated above will apply.
- Force majeure: Neither party shall have any liability whatsoever or be deemed to be in default for any delays or failure in performance under these Terms and Conditions (Agreement) resulting from acts beyond the control of that party, including but not limited to, acts of God, acts or regulations of governmental or supranational authority, war or national emergency, terrorist activities, accident or fire.

### **Intellectual Property Rights**



- The Client agrees and acknowledges that Solent Mind owns all the copyright, trade marks (registered or unregistered) and other intellectual property rights known now or in the future and used or subsisting in the Course, the Supplier's registered trademarks Solent Mind and any other articles, workbooks, questionnaires and other materials sent to the Client by Solent Mind ("Solent Mind Materials").
- Solent Mind Materials (including Solent Mind's trade mark and logo) may only be used by the Client for internal communications to the Client's employees to promote the Course, and by the Attendees for personal and non-commercial use. For the avoidance of doubt, the distribution or commercial exploitation of the Solent Mind Material is expressly prohibited.
- The Client shall not amend, modify or alter the Solent Mind Materials to include the Client's logo or name.
- The Client shall ensure that the Attendees (all training participants) do not breach the material use agreed. As soon as the Client becomes aware of any unauthorised use or potential unauthorised use of any Solent Mind Material by any Attendee(s), the Client shall give Solent Mind full written details of such use. Solent Mind shall have the right to require the Client to enforce, enable and assist Solent Mind to enforce the original use agreed.
- The Client will indemnify and keep indemnified Solent Mind against all loss, damage and expense (including any legal and other professional expenses) incurred or suffered by Solent Mind directly or indirectly arising (in whole or in part) from any use, reproduction or distribution by the Client (or any person authorised or permitted by the Client) of any part of the Solent Mind Material in a manner not authorised by this Agreement. Solent Mind can cap the indemnity to the entire value of the Services agreed with the Client (e.g. day rates, admin and expenses).
- Non-Solent Mind courses include Mental Health First Aid ® or Mental Health First Aid® is owned by MHFA England.

## Disclaimer

- As an independent mental health charity whose aim is to safeguard the interests of people experiencing mental health problems, our training and consultancy work does not extend to validating or endorsing the work undertaken by organisations Solent Mind has engaged with. To do so would undermine our credibility and could compromise our independence.
- Any consultancy undertaken on behalf of, and guidance offered to you, does not constitute an endorsement of content created in collaboration or reviewed. We believe that everyone with a mental health problem should be empowered to make an informed decision about the best type of help or treatment for them. It's therefore very important to us that the information we provide is accurate, balanced and impartial information, and Solent Mind remains independent.
- Solent Mind's name or logo cannot be used for promotional purposes (in company literature/on websites/in communications with external customers) by organisations unless expressly authorised by Solent Mind.
- Solent Mind reserves the right to mention by 'name only' the companies to whom it has delivered training/consultancy on its website and in promotional literature. However, this will not extend to revealing data about specific interventions or the exact nature of the work delivered unless prior permission is granted by the customer.
- Solent Mind training is designed to provide information, tools and techniques to support mental wellbeing. Our trainers are not therapists or clinicians. We won't be able to provide one to one support or answer any personal mental health questions

during these sessions. Solent Mind training should not replace or supersede advice given by a medical professional. If you need further support, then please [visit our website](#) to find out how we can help.

Please confirm your agreement with Solent Mind's Training and Consultancy T&Cs as set out in this document prior to your programme development and delivery.

If you have any questions regarding our terms and conditions, please contact [training@solentmind.org.uk](mailto:training@solentmind.org.uk).

Alternatively, please email [mwiltshire@solentmind.org.uk](mailto:mwiltshire@solentmind.org.uk)

Thank you.