

1. Time Period

- (a) Length of contract – An annual contract will run from the date of commencement for 12 months or for an academic year, as appropriate to the setting.
- (b) One day is **6 hours** unless otherwise stipulated.

2. Termination

- (a) Notification of the termination of this contract by either the customer or the supplier, Happy Talk (HT), is to be provided by email within 90 days or one full school term in advance of the termination date. For example, for school settings, as contracts are renewed in September this allows for cancellation of the Summer Term, i.e., written notice in January to cancel the Summer Term provision.
- (b) The customer must continue to make any payments due during this time. Where 90 days written notice is not given, the appropriate sum in lieu of notice will become due and owing to the supplier as a debt on the first day of the period which would have been the final period of the provision of services should the 90 days written notice have been given. The charge in lieu of notice represents a genuine pre estimate of the supplier's loss in these circumstances. This rule is necessary for the supplier's ability to plan its therapy staffing and other resources.
- (c) The supplier reserves the right to withdraw its services and terminate this agreement if:
 - fees are in arrears and the customer has failed to notify the supplier within ten days of the payment due date of any difficulties with payment. If the supplier suspends their service due to non-payment of fees (within the negotiated and agreed payment schedule) this will be interpreted as the customer failing to provide 90 days' notice and the customer continues to be liable for the appropriate sum in lieu of notice which will become due and owing to the supplier as a debt on the first day of the period which would have been the final period of provision of services should the 90 days written notice have been given.
 - after discussion with the customer the supplier identifies significant risk to their staff's safety, physical or mental health which cannot be immediately resolved.
 - there is a significant conflict of opinion and dispute and after a conciliatory meeting both the supplier and the customer agree that the working relationship has broken down beyond repair.
- (d) If a contract is terminated, a written letter will be sent by HT to all parents/ carers of children on the Speech and Language Therapy caseload informing them of discharge from our service, who they should contact for further information and our obligation under the medical health act to retain their child's records for 25 yrs.

3. Payment Terms

- (a) The customer will have the option to make a single payment for the period of the contract in advance of the first day of the contract start date or to make 3 equal consecutive payments for the fees in advance of the first date of each identified term.
- (b) Payment is due in advance. Invoices for previously agreed scheduled payments will be sent at least one month in advance of the payment due date.
- (c) In the event of unavoidable staff absence, any time owing will be rescheduled for a mutually convenient time, credited to future invoices, or refunded.
- (d) Overdue payments will affect service delivery and may lead to the suspension of a service until all funds are recovered.
- (e) The supplier reserves the right to suspend services if the customer is in arrears with payment over 30 days if the customer has not notified the Happy Talk Director in writing of any difficulties regarding payment of fees. If the supplier suspends their service due to non-payment of fees within the negotiated and agreed time frame this will be interpreted as the customer failing to provide 90 days' notice and the customer continues to be liable for the appropriate sum in lieu of notice which will become due and owing to the supplier as a debt on the first day of the period which would have been the final period of provision of services if the 90 days written notice had been given.
- (f) Non-payment by the end of the term in which payment was due may be referred to the Claims Court.

4. Fees and Increases.

- (a) Hourly costs are based on an annual contract otherwise an alternative fee structure will apply. If requested, additional hours to those contracted can be purchased at the higher hourly rate for irregular commissions.
- (b) We invoice in advance, for schools it is usually for the academic year, September to July or termly in advance. We review our fees in April and alert our commissioners to any increase which would only be applied when their contract is due for renewal, i.e., we always honour the fees quoted on the year's invoices.

5. Travel costs will be added to invoices where journeys to settings require HT staff to travel 50 minutes or more. Our quote for services would always highlight any additional costs for travel. Travel between venues, if required / requested by the setting / Senior Leadership e.g., home visits, would, however incur a cost.

6. Changes to scheduled days - sometimes changes are required in order to attend case conferences, training, or as a result of sickness etc. Changes to the schedule will be discussed between the HT therapist and the relevant Senior Leadership of the commissioning body / setting. If a change cannot be avoided, sufficient notice will be provided wherever possible, and any time owing will be re-scheduled for a mutually convenient time or refunded.

7. Pandemic. Where direct service provision is disrupted due to "local lockdown", school closures, isolating "bubbles" or groups of children, or where our staff need to self-isolate, our Speech and Language Therapists will operate a remote service. All SLT administrative duties related to the caseload may be completed off site in line with our "Online Safety, "Record Keeping and Data Quality policies.

8. Personnel.

- (a) RE: IR35. HT Therapists are employed by Happy Talk Ltd. HT is responsible for Therapists salaries, PAYE, pension, sickness, holiday pay etc.
- (b) When HT Speech and Language Therapy services are commissioned for settings, each setting will have a named Speech and Language Therapist/s for their setting in addition to benefiting from a team of highly specialist Speech and Language Therapists. Working as a team enables us to provide a level of governance in addition to accessing a range of specialism and expertise that would be difficult to achieve with only one therapist working in isolation. Settings will be approached regarding any proposed visits from other members of the HT team to check convenience and relay the purpose of their visit.
- (c) Sometimes staff changes are required. Any proposed changes to personnel will always be discussed with Senior Leadership before decisions are taken.

9. Additionality – Occasionally, settings may be approached regarding the possibility of additional fixed term support from our speech language therapy assistants or speech and language therapy students at no additional cost to the setting. Happy Talk Ltd reserves the right to withdraw this additional support as and when required.

10. All HT staff sign a **restrictive covenant** to protect the HT business interests and staff employment. Any Happy Talk staff who leave our employment and wish to be directly employed by the setting will be unable to do so for the period of the covenant.

11. Communication. The HT Director will initiate at least termly contact with the Senior Leadership of the commissioning body/ setting / Clinical Services Lead, to review the Speech and Language Therapy Service delivery. All enquiries regarding finance, staff, additional days/hours, contracts should be directed to the Happy Talk Ltd Director

12. Activity. All SLT administrative duties related to the caseload will be carried out in the time commissioned by the setting, this includes, analysing data, writing reports, communication plans, preparing resources for interventions, liaison with other professionals via phone calls / case conferences as required.

13. Working conditions.

- (a) HT Therapists will need access to a quiet space and a suitable desk to work in order to undertake assessments, specific interventions and to analyse data and write reports/ communication plans.

- (b) All SLT administrative duties related to the caseload may, however, be completed off site in line with our “Record Keeping and Data Quality Policy”.
 - (c) As HT strive to be eco-friendly and therefore paperless wherever possible, HT Therapists will need access to adequate, secure Wi-Fi whilst on setting premises in order to access our patient management system “WriteUpp”, and Google workspace. Public Wi-Fi is not secure and therefore unacceptable.
 - (d) In order to maximise their time efficiently in the setting, HT Therapists will need to have easy access within the setting / school premises and be provided with the necessary fobs / keys as required.
 - (e) We are aware that access to keys/ fobs and Wi-Fi may require our staff to sign an agreement with the setting.
 - (f) Photocopying – HT Therapists will need access to a photocopier in order to provide any paper resources needed for the caseload.
- 14. Compliments, comments complaints.** Both the Senior Leadership and HT Director are mutually responsible for raising issues in a timely manner regarding any aspect of the respective services that positively or negatively impact on these collaborative working arrangements. (Please refer to our Compliments, comments, complaints policy)
- 15. Consent.** In line with GDPRs, for all children who are referred for “Specialist” support, a signed HT consent is required from the person with parental responsibility before any assessment, specific advice or intervention can begin. (Please refer to <https://happy-talk.co.uk/consent/>)
- 16. Remit.**
- (a) HT Therapists will only work within the remit of their job description, knowledge, skill, and experience. If required, HT Therapists will seek further clinical support from within the HT organisation or externally as appropriate via onward referral, second opinion, clinical supervision.
 - (b) Happy Talk Ltd reserve the right to decline referrals to our service if we are of the professional opinion that we cannot meet client needs, e.g., the latter may be due to the nature of the client’s needs, or in the therapist’s clinical opinion their current caseload is at capacity. For example, as a guide, our therapists offer 2 possibly 3 specialist assessments and reports per day depending on the complexity of the child’s speech, language and communication needs.
 - (c) HT does not accept referrals for Paediatric Dysphagia. HT will only participate in providing general advice on eating and drinking skills and onward referral to specialist NHS Eating and Drinking Teams.
- 17. Disputes** regarding a conflict of opinion will be addressed via a meeting of all parties involved. If there is no resolution, HT reserve the right to withdraw their input in relation to the specific case.
- 18. Skill mix.**
- (a) In order to provide an efficient and effective service, Happy Talk Ltd supports skill mix within our Team. Our Speech and Language Therapists take responsibility for the SLCNs of all the children referred to them.
 - (b) The Speech and Language Therapist is responsible for the assessment, communication plans and ongoing review of children on their caseload. The Speech and Language Therapist also takes responsibility for any supervised work undertaken by our experienced Speech and Language Assistant Practitioners and student Speech and Language Therapists.
- 19. Safeguarding.**
- (a) All Happy Talk Speech and Language Therapists have current enhanced DBS clearance. HT Ltd staff are requested to subscribe to the updating service.
 - (b) Happy Talk Ltd Therapists and assistants have a duty to report any safeguarding concerns regarding a child within your setting to the setting’s Designated Safeguarding Lead (DSL) /Deputy DSL, following the procedures agreed with the Headteacher/DSL.
 - (c) All Happy Talk Therapists and assistants must make themselves aware of the designated person in the setting and the settings safeguarding / record of concern procedures.

- (d) *Information sharing with settings - Safeguarding concerns will be recorded in line with the settings safeguarding procedures, e.g., CPOM's, the patient management systems, or medical records, via a secure email to the DSL/Deputy DSL or through a written form used within the setting.
- (e) All HT Therapists and assistants have accessed online safeguarding training. Our Happy Talk Clinical Coordinator is the company's designated person for ensuring our Team is updated regarding safeguarding i.e., policies, procedures, training, and support. (Please refer to our Safeguarding Policy and Online Safety Policy)

20. Governance.

- (a) All HT Therapists are registered members of the Royal College of Speech and Language Therapists and the Health and Care Professions Council. Happy Talk Ltd employ governance arrangements to monitor staff and company compliance with the regulatory body, the Health and Care Professions Council, standards of practice.
- (b) All client details, case notes and correspondence will be stored securely and treated confidentially according to General Data Protection Regulations and the Data Protection Act 2018.
- (c) Information is stored on a secure electronic system. Reports and programmes are accessed via a shareable link on an encrypted platform or password protected.
- (d) HT tracks all end user devices and removable media assets. As data controller, the HT director must therefore be notified of HT staff using setting devices to access our online systems.
- (e) All Happy Talk speech and language therapy case notes related to the settings caseload are the responsibility of Happy Talk Ltd and will remain so beyond the life of this service level agreement.
- (f) As per the Code of Practice for Health and Social Care Records (2016), the data we hold on children regarding their speech and language will be retained until the child's 25th birthday.
- (g) You can view our ICO registration by visiting this link - [Happy Talk ICO Registration](#).
- (h) Happy Talk's data security and protection standards are reviewed annually via the NHS Digital "Data Security and Protection Toolkit" standards. Here is a link to our current certification [DSPT](#)
- (i) Any client identifiable information generated by Happy Talk Ltd can only be shared with the named individuals for whom it was intended. Any information sharing is subject to the signed consent of the person with parental responsibility. Please refer to Happy Talk Consent document [Happy Talk Consent](#) and our [Happy Talk Privacy Policy](#)
- (j) A Data Sharing Agreement is attached, and here is a link to our guidance document [Consent in Schools](#)
- (k) *Safeguarding is dealt with in line with our Safeguarding Policy and that of the host setting.
- (l) All Happy Talk Ltd staff are required to adhere to the Happy Talk Online Safety, Data Protection, Data Security and Record Keeping, and Privacy policies.

21. Health and Safety.

- (a) All HT Therapists are required to alert the HT Director regarding any perceived health and safety risks whilst at work. A risk assessment may be carried out and if appropriate brought to the attention of the Senior Leadership.
- (b) Staff welfare - As an employer we are mindful of our team member's physical and mental health. We reserve the right to withdraw our staff / service at short notice if there are any concerns for their physical or mental wellbeing. We do not tolerate any form of confrontational, accusatory, or derisory conduct, abuse, bullying, discrimination, manipulative or coercive behaviour directed towards our staff from work colleagues, parents, or pupils. We enter into this contract on the understanding that our staff will embrace collaborative practice and work as equal partners with their professional colleagues in order to support the speech, language and communication needs of the children and young people in the setting.
- (c) HT have public and products liability and employer's liability insurance. The Royal College of Speech and Language Therapy provides Professional Indemnity cover for its members, i.e., liability insurance and legal expenses.
- (d) Happy Talk SALT Ltd is limited by guarantee and registered at Companies House, Reg. No. 7555078