



Core Terms of Business – Codevelo

These terms include Schedules A-C

1. Introduction

1.1 These Terms of Business (“Terms”) set out the basis on which services are provided by Codevelo, a trading name of JPBC Holdings (UK) Ltd (“we”, “us”, “our”), to the client (“you”, “your”).

1.2 By booking, commissioning, purchasing or accessing any of our services, you confirm that you have read, understood and agree to be bound by these Terms.

1.3 JPBC Holdings (UK) Ltd is a company registered in England and Wales (company number 12470144) with its registered office at 4th Floor, Silverstream House, 45 Fitzroy Street, Fitzrovia, London, W1T 6EB.

1.4 Our primary contact email address is hiya@codevelo.org.

2. Definitions and Interpretation

2.1 “Services” means any training, consultancy, advisory work, audits, coaching, mentoring, online or hybrid learning, digital resources, subscriptions or related services provided by us.

2.2 “Booking” means any written confirmation, proposal, invoice, order form, online checkout or agreement confirming the provision of Services.

2.3 “Materials” means all resources, content, frameworks, recordings, documents, digital assets and intellectual property created or provided by us.

2.4 Headings are for convenience only and do not affect interpretation.

3. Scope of Services

3.1 We provide professional training, consultancy and support services primarily within education and related sectors.

3.2 The scope, format, duration and fees for Services will be set out in writing via a proposal, booking confirmation, invoice, schedule or similar document.

3.3 Any Services not expressly agreed in writing are excluded and may require a separate agreement or additional fees.

3.4 We will provide Services with reasonable care and skill in accordance with applicable professional standards. We do not guarantee specific outcomes, results or regulatory judgments.

3.5 The Company is not responsible for changes in statutory guidance, inspection frameworks or regulatory expectations that occur after delivery of the Services.

3.6 Unless otherwise agreed in writing, fees include reasonable revisions. Substantial changes, additional requests or work outside the agreed scope may incur additional fees.

3.7 The Company may subcontract or assign delivery of the Services to suitably qualified employees, associates or contractors.

4. Contract Formation

4.1 A binding contract is formed when:

- you confirm acceptance of a proposal or booking;
- you submit an order or booking form;
- payment is made; or
- you access or begin to use the Services.

4.2 These Terms apply to all Services unless expressly varied in writing.

4.3 Nothing in these Terms creates an exclusive relationship between the parties. The Company is free to provide similar services to other clients at any time.

5. Fees and Payment

5.1 Fees are as set out in the relevant proposal, booking confirmation, invoice or schedule.

5.2 Unless otherwise stated:

- invoices are payable within 28 days of issue;
- fees are exclusive of VAT, which will be charged where applicable.

5.3 Certain Services (including in-person training and INSET) require payment in advance. This will be clearly stated at the point of booking.

5.4 Failure to provide a purchase order number does not constitute grounds for delayed payment.

5.5 We reserve the right to charge statutory interest and recovery costs on overdue invoices in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

6. Cancellations, Rearrangement and Refunds

6.1 Cancellation, rearrangement and refund terms are service-specific and are set out in the applicable Schedule.

6.2 Where no Schedule applies, refunds and rearrangements are considered on a case-by-case basis and are not guaranteed.

6.3 We reserve the right to cancel or reschedule Services due to circumstances beyond our reasonable control, including illness, emergencies or force majeure events affecting delivery staff or availability.

7. Client Responsibilities

7.1 You agree to:

- provide accurate, complete and timely information;
- ensure appropriate staff availability and access;
- obtain all necessary permissions, consents and approvals.

7.2 You are responsible for ensuring that any implementation of advice or recommendations complies with applicable law, statutory guidance and regulatory frameworks, including Department for Education guidance where relevant.

7.3 You must not solicit or engage our employees or contractors directly or indirectly for a period of six months following completion of Services without our prior written consent.

8. Safeguarding and Professional Boundaries

8.1 Where Services involve work with or around children and young people, safeguarding always remains the statutory responsibility of the client organisation.

8.2 Our role is supportive and advisory. We do not assume operational safeguarding responsibility within your setting.

8.3 Any safeguarding concerns identified during the provision of Services will be escalated in line with your established safeguarding procedures, including referral to your Designated Safeguarding Lead or relevant authority.

8.4 Our Services do not constitute therapy, diagnosis, treatment or clinical intervention.

9. Confidentiality

9.1 Both parties agree to keep confidential any non-public information disclosed in connection with the Services, except where disclosure is required by law or safeguarding obligations.

9.2 This obligation survives termination of the contract.

10. Data Protection

10.1 Each party will comply with applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR).

10.2 Each party acts as an independent data controller in respect of personal data processed under these Terms.

10.3 Details of how we process personal data are set out in our Privacy Notice, available on our website.

11. Intellectual Property

11.1 All intellectual property rights in the Materials remain our property unless expressly agreed otherwise in writing.

11.2 You are granted a non-exclusive, non-transferable licence to use the Materials for your internal purposes only.

11.3 Materials may not be copied, recorded, shared, adapted or distributed outside your organisation without our prior written consent - including screen recording or digital capture.

12. Limitation of Liability

12.1 Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud, or any liability which cannot be excluded by law.

12.2 Subject to clause 12.1, our total liability arising out of or in connection with the Services shall not exceed the total fees paid by you for the Services in the preceding 12 months.

12.3 We are not liable for indirect or consequential loss, loss of profits, loss of anticipated savings, or outcomes resulting from implementation decisions made by you.

12.4 No individual trainer, consultant, employee or associate engaged by the Company accepts personal liability for the Services. All Services are provided by the Company and any liability is limited in accordance with these Terms.

13. Termination

13.1 Either party may terminate the agreement by giving 30 days' written notice.

13.2 We may terminate immediately where there is a material breach of these Terms or non-payment of fees.

13.3 Upon termination, all fees due for Services provided up to the termination date remain payable.

14. Force Majeure

14.1 Neither party will be liable for failure to perform obligations due to events beyond reasonable control.

14.2 If such an event continues for more than 30 days, either party may terminate the agreement in writing.

15. Governing Law and Jurisdiction

15.1 These Terms are governed by the laws of England and Wales.

15.2 The courts of England and Wales have exclusive jurisdiction.

16. Entire Agreement

16.1 These Terms, together with any applicable Schedules or written agreements, constitute the entire agreement between the parties.

16.2 If any provision is held unenforceable, the remainder shall remain in full force and effect.

16.3 Unless otherwise agreed in writing, the Client consents to the Company referring to the engagement in general terms for portfolio or marketing purposes. No confidential or identifying information will be disclosed.

Contact

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Email: hiya@codevelo.org

Schedule A — Online & Hybrid Learning

This Schedule forms part of Codevelo’s Core Terms of Business and applies **where the Client purchases or accesses online or hybrid learning services** provided by **Codevelo**, including self-paced courses, blended learning, digital content, and associated certification.

A1. Scope of This Schedule

A1.1 This Schedule applies to:

- Online learning delivered via a learning management system (including Moodle);
- Hybrid learning combining digital content with live or facilitated elements;
- Digital resources, recordings, and associated assessments or certification.

A1.2 Where there is any conflict between this Schedule and the Core Terms, **this Schedule takes precedence for online and hybrid learning services.**

A2. Access to Online Learning

A2.1 Access to online learning is granted once:

- user accounts are created; or
- login credentials are issued; or
- digital content is made available, whichever occurs first.

A2.2 Access is granted for the period specified at the point of purchase or booking. Unless otherwise stated, access is time-limited and does not confer permanent ownership of content.

A2.3 Login credentials are issued for **named users only** and must not be shared, transferred, or reused by others.

A3. Licences and Use

A3.1 The Client is granted a non-exclusive, non-transferable licence to access the online learning and Materials for internal professional development purposes only. This licence extends only to the number of named users authorised by the Client.

A3.2 The Client is responsible for ensuring that **all users granted access** (“Authorised Users”) comply with these Terms and this Schedule.

A3.3 Neither the Client nor any Authorised User may:

- copy, download, screen-capture, record, scrape, reproduce or store any part of the online learning or Materials;
- share login details or permit access by unauthorised individuals;
- upload Materials to shared drives, AI systems, training platforms or third-party services;
- use the Materials to deliver training or support to others.

A3.4 Any misuse by an Authorised User is treated as misuse by the Client.

A3.5 We reserve the right to suspend or terminate access immediately where misuse, unauthorised copying, recording or distribution is identified, without refund.

A4. Completion, Tracking and Certification

A4.1 Course access, progress, and completion may be monitored through the learning platform.

A4.2 Certification (where offered) is issued **only once all required elements are completed**, including viewing or listening to required content in full.

A4.3 Certification does not constitute a professional qualification, licence to practise, or regulatory approval.

A5. Fees and Payment

A5.1 Fees for online and hybrid learning are set out at the point of purchase or in the agreed proposal or invoice.

A5.2 Unless otherwise stated:

- online learning fees are payable in accordance with the invoice terms;
- access may be suspended if payment remains overdue.

A6. Cancellation and Refunds

A6.1 **Once access to online learning has been granted, fees are non-refundable**, except as set out below.

A6.2 Refunds may be considered where:

- there is a verified technical issue that prevents access and cannot be resolved within a reasonable timeframe; or
- we are unable to provide the learning as described.

A6.3 Refunds are **not** available where:

- access has been granted but content has not been completed;
- licences remain unused;
- the Client no longer requires the learning;
- access is suspended due to misuse or breach of these Terms.

A6.4 Where the Client is an individual consumer and statutory cooling-off rights apply, these rights are waived once access to digital content has begun, in accordance with UK consumer law.

A7. Platform Availability and Technical Requirements

A7.1 We take reasonable steps to ensure platform availability but do not guarantee uninterrupted access.

A7.2 Planned maintenance, updates, or emergency downtime may occur.

A7.3 The Client is responsible for ensuring suitable internet access, devices, and software.

A7.4 We are not responsible for access issues arising from the Client's systems, firewalls, or local technical restrictions.

A8. Behaviour and Acceptable Use

A8.1 Where online learning includes forums, live sessions, or community spaces, users must engage respectfully and professionally.

A8.2 We reserve the right to remove content, restrict access, or terminate participation where behaviour is inappropriate, unsafe, or inconsistent with professional standards.

A9. Termination of Access

A9.1 Access to online learning may be terminated:

- at the end of the agreed access period;
- upon material breach of the Core Terms or this Schedule;
- where misuse or unauthorised sharing is identified.

A9.2 Termination of access does not entitle the Client to a refund unless otherwise required by law.

A10. Relationship to Safeguarding and Professional Boundaries

A10.1 Online learning content is provided for professional development purposes only.

A10.2 Nothing in this Schedule creates a therapeutic, clinical, or supervisory relationship.

A10.3 Safeguarding responsibility remains with the Client's organisation at all times.

Schedule B — In-Person Training & INSET

This Schedule forms part of Codevelo's Core Terms of Business and applies **where the Client books in-person training, workshops, INSET, or facilitated sessions** delivered by Codevelo.

B1. Scope of This Schedule

B1.1 This Schedule applies to:

- In-person training and INSET days;
- On-site workshops, briefings and facilitated sessions;
- Any live, face-to-face delivery commissioned by the Client.

B1.2 Where there is any conflict between this Schedule and the Core Terms, **this Schedule takes precedence** in relation to in-person delivery.

B2. Booking and Payment

B2.1 Bookings are confirmed once accepted in writing and are subject to these Terms.

B2.2 **Payment in advance is required** for all in-person training unless otherwise agreed in writing.

B2.3 Invoices must be paid by the due date stated. Failure to pay may result in postponement or cancellation of delivery.

B3. Client Responsibilities

B3.1 The Client is responsible for:

- providing a suitable venue, facilities and equipment;
- ensuring staff availability and attendance;
- ensuring a safe working environment.

B3.2 The Client remains responsible for safeguarding and behaviour management within the setting at all times.

B4. Cancellation and Rearrangement by the Client

B4.1 All cancellations or requests to rearrange must be made **in writing** by email.

B4.2 The following cancellation charges apply, based on the total agreed fee:

- **12 weeks or more** before the booking date: 0% cancellation charge
- **8–12 weeks** before the booking date: 15% cancellation charge
- **2–8 weeks** before the booking date: 25% cancellation charge
- **Less than 2 weeks** before the booking date: 50% cancellation charge
- **Less than 1 week** before the booking date: 100% cancellation charge

B4.3 Where a booking is **rearranged rather than cancelled**, we reserve the right to charge an administrative rearrangement fee.

B4.4 Rearrangement requests are subject to trainer availability and are not guaranteed.

B5. Cancellation or Rearrangement by Codevelo

B5.1 We reserve the right to cancel or rearrange delivery due to circumstances beyond our reasonable control, including illness, emergency, travel disruption or force majeure.

B5.2 Where possible, we will:

- offer an alternative date; or
- provide a suitable alternative facilitator; or
- offer an appropriate refund.

B5.3 Our liability in such circumstances is limited to the fees paid for the affected delivery.

B6. Travel and Expenses

B6.1 Travel, accommodation and subsistence costs (where applicable) will be agreed in advance and invoiced separately unless otherwise stated.

B6.2 The Client is responsible for ensuring safe access to the venue.

B7. Recording and Use of Materials

B7.1 **Recording of in-person training is not permitted** without our prior written consent.

B7.2 All Materials remain our intellectual property and may be used by the Client for internal purposes only.

B7.3 Materials must not be shared, adapted or redistributed beyond the Client's organisation.

B8. Safeguarding and Professional Boundaries

B8.1 Safeguarding responsibility remains with the Client at all times.

B8.2 Our role is advisory and facilitative. We do not assume operational responsibility for safeguarding, behaviour management, or staff supervision.

B9. Termination

B9.1 Either party may terminate in accordance with the Core Terms.

B9.2 Termination does not affect fees payable for Services already delivered or cancellation charges due under this Schedule.

Schedule C — Consultancy, Audits & Advisory Work

This Schedule forms part of Codevelo's Core Terms of Business and applies **where the Client commissions consultancy, advisory services, audits, reviews, or ongoing professional support** from Codevelo.

C1. Scope of This Schedule

C1.1 This Schedule applies to:

- Consultancy and advisory services;
- Audits and reviews (including behaviour, inclusion, safeguarding, culture or related areas);
- Strategic support, diagnostics, evaluations and written recommendations;
- Coaching or mentoring delivered in a professional development (non-therapeutic) capacity.

C1.2 The scope of Services will be defined in writing via a proposal, statement of work, or agreed brief.

C2. Nature of Services and Professional Standards

C2.1 Services are provided with **reasonable care and skill** in accordance with applicable professional standards.

C2.2 Services are advisory in nature and informed by professional experience, research, and sector knowledge.

C2.3 The Services **do not constitute** legal, regulatory, clinical, therapeutic, supervisory or diagnostic advice.

C3. No Guarantee of Outcomes

C3.1 The Client acknowledges that outcomes depend on multiple factors outside our control, including implementation decisions, staff practice, leadership, and contextual variables.

C3.2 **No guarantee is given** in relation to:

- inspection or regulatory outcomes;
- improvements in behaviour, attendance, attainment or culture;
- adoption or effectiveness of recommendations.

C4. Client Responsibilities and Reliance

C4.1 The Client is responsible for:

- providing accurate, complete and timely information;
- ensuring access to relevant staff, systems and documentation;
- making all final decisions regarding implementation.

C4.2 We are entitled to rely on information provided by the Client and accept no liability for outcomes arising from inaccurate, incomplete or misleading information.

C5. Deliverables and Acceptance

C5.1 Deliverables may include verbal feedback, written reports, summaries, recommendations or action plans, as agreed.

C5.2 Draft outputs (where provided) are for review only and may be subject to revision.

C5.3 Final outputs are deemed accepted unless the Client raises material concerns in writing within **14 days** of delivery.

C6. Fees, Cancellation and Termination

C6.1 Fees are as set out in the agreed proposal, schedule or invoice.

C6.2 Where consultancy or advisory Services are cancelled or terminated by the Client:

- fees remain payable for work completed to date;
- time reserved but not utilised may be chargeable.

C6.3 No refund is due for Services already delivered.

C6.4 Any refund or fee adjustment beyond this is at our discretion unless otherwise required by law.

C7. Intellectual Property and Use of Outputs

C7.1 All intellectual property in deliverables, methodologies, frameworks and Materials remains our property unless expressly agreed otherwise in writing.

C7.2 The Client is granted a non-exclusive, non-transferable licence to use deliverables **internally within their organisation only**.

C7.3 Deliverables must not be shared, published, adapted, or used for training or commercial purposes without our prior written consent.

C8. Safeguarding and Professional Boundaries

C8.1 Consultancy, coaching and mentoring services are provided in a **professional development capacity only**.

C8.2 Safeguarding responsibility remains with the Client at all times, including escalation of concerns via the Client's established safeguarding procedures.

C8.3 Nothing in this Schedule creates a therapeutic, supervisory or clinical relationship.

C9. Liability and Responsibility

C9.1 Responsibility for decisions, actions and implementation arising from the Services rests solely with the Client.

C9.2 Neither Codevelo nor any individual trainer, consultant, employee or associate accepts personal responsibility or liability for the outcomes of the Services.

C9.3 Any liability arising from the provision of the Services is subject to and limited by the provisions set out in the Core Terms of Business.

C10. Relationship to Core Terms

C10.1 This Schedule must be read alongside the Core Terms of Business.

C10.2 Where there is any conflict, this Schedule takes precedence in relation to consultancy, audits and advisory work.