

Play and Creative Arts Therapy Services Agreement 2026 – 2027 Academic Year

This Play and Creative Arts Therapy Services Agreement (the "Agreement") is made between Clear Sky Children's Charity (company number 7273425 and charity number 1140441) and the school/organisation where Clear Sky are providing Play and Creative Arts Therapy services.

1. Subject of the Agreement

- 1.1 Clear Sky will provide Play and Creative Arts Therapy services to children referred to Clear Sky by the School. Details as per Schools Booking Form.
- 1.2 The Services will be provided in the form of one-to-one or group Play and Creative Arts Therapy with the Children and will take place on the School's premises.
- 1.3 Clear Sky Therapists, working with the School and the Child's parents/carers, will undertake an assessment of each Child to determine and agree a plan for the Play & Creative Arts Therapy, including desirable outcomes and number of therapeutic sessions. The average number of sessions delivered is eighteen (18) sessions for each Child (the minimum number of sessions our therapist will deliver is twelve (12)) The Therapist may recommend additional sessions depending on progress made by the Child following the initial block of sessions.
- 1.4 Play and Creative Arts Therapy sessions are confidential, and the Clear Sky Therapist shall not be under any obligation to divulge any information obtained during such sessions to the School or the Child's parents. However, the Therapist will be available to discuss progress made during therapy with the School and the Child's parents. The exception to this will be in the case of child protection where the Therapist will follow procedure for reporting concerns to the School and parents where appropriate.
- 1.5 If the Clear Sky Therapist becomes aware of a matter related to the Child's protection during a session, he/she might immediately stop the session and report such matter in accordance with the applicable safeguarding procedure of the setting they are in, reporting also to the Designated Safeguarding Officer at Clear Sky.

2. Procedure of Services Provision

2.1 Clear Sky will:

2.1.1 Provide the Services in accordance with this Agreement and applicable laws, rules and regulations. Clear Sky shall be entitled to determine the manner of the provision of the Services, which Clear Sky deems most appropriate in its reasonable professional opinion.

2.1.2 Ensure that the necessary consent from parents / carers / guardians as required for delivering the therapy is obtained. Ensure that Clear Sky's staff who are engaged in delivering therapy have all legally required certificates and approvals, are covered by enhanced DBS checks and professional indemnity insurance and personal liability insurance of up to £5 million, and operate in compliance with the relevant legal, ethical and professional standards.

2.1.3 Ensure that the School is aware that any paperwork provided by Clear Sky for the purposes of therapy can be used by the School solely for the purpose of receiving services under this agreement.

2.1.4 Protect the confidential information of the School in a reasonable and appropriate manner in accordance with applicable professional standards. Clear Sky's obligation of confidentiality shall always be subject to any overriding statutory and/or professional duties Clear Sky and/or its staff might be subject to.

2.1.5 Observe the Child Protection Policy as provided to Clear Sky by the School.

2.2 The School agrees to fulfil its obligations as listed below:

2.2.1 Timely payment of the fee for the Services and timely provision of any and all information, including documentation and explanations, reasonably requested by Clear Sky in connection with the Services.

2.2.2 Provide a suitable, private room ready for use for therapy sessions to take place. School shall ensure that the same room is made available to Clear Sky during the entire period of Play & Creative Arts Therapy at the same time each week, with no interruption caused to sessions. Only the Child is permitted to be present in the room during Play & Creative Arts Therapy sessions, unless otherwise agreed in advance by Clear Sky. Clear Sky reserves the right to withhold delivery of sessions should the therapy space be unavailable or unsuitable on the day.

2.2.3 Provide suitable and secure storage for therapy kits and other materials relating to Play & Creative Arts Therapy sessions in between sessions.

2.2.4 Adhere to the Child Protection Policy in a timely manner.

2.2.5 Ensure prompt completion and submission of all forms necessary to enable Clear Sky to monitor and record the success of therapy anonymously.

2.2.6 Welcome and induct the Clear Sky Therapist as they would a member of their own staff when they begin work in the setting, making appropriate provisions to support the work of Clear Sky.

2.2.7 Share with the Clear Sky Therapist any policy and procedures relating to Health and Safety .

2.2.7 Make necessary arrangements with the Clear Sky Therapist to deliver an Introduction to

Play & Creative Arts Therapy session to school staff upon commencement of services if required.

2.2.8 Make time available for school staff to meet with the Clear Sky Therapist as required to help understand how the school can best support the Child/ren outside of their therapeutic session.

2.3 The School shall be responsible for the Child's actions or omissions during the sessions, and shall indemnify Clear Sky against any claims, liabilities, costs or damage howsoever arising out of or in connection with any acts or omissions of the School or the Child.

3. Payment for Services

3.1 The School agrees to pay Clear Sky a non-refundable fee for the Services.

3.2 The fee for the Services shall be determined as follows:

3.2.1 A minimum fee of £70 per individual Play & Creative Arts Therapy session to support two (2) or more children within the school during the same period plus a School Development Support Fee of £125 per child to include the usual meetings expected in an intervention and an end of therapy report. The cost for supporting an individual child is £97 per session. The cost for a 12-week group therapy programme is £2130 for up to 4 children. Other costs to be agreed with Clear Sky in advance.

3.2.2 The above minimum fee is payable in advance, irrespective of the number of the Children who actually attended the sessions and/or any subsequent cancellations or reduction in the number of the Children.

3.2.3 The School shall pay the fee within fifteen (15) days of the date of Clear Sky's invoice. Late payments are subject to a 2% interest charge per week. Invoices are sent three times a year at the start of each term (September, January & April) for the following terms work or at the commencement of services. Invoices are estimated based on agreed number of children and the workable weeks in the term. These are adjusted if any over or underpayments occur as a result of changing service provision.

3.3 The School is responsible for referring a new child for therapy when a slot becomes available. The school is liable to pay for any sessions missed because a gap in provision has not been filled.

3.4 The School is responsible for notifying Stephanie Treadwell (Operations Manager) at Clear Sky Head Office of any changes to the agreed number of children to be supported by a Clear Sky Therapist within 5 working days. The School is liable to pay for sessions missed if Clear have not been notified within that time period. Any changes to the number of children or amendments to the agreement in hand must be communicated through Stephanie Treadwell at Clear Sky Head Office. Agreements made directly with the Therapist are not binding to the contract.

3.4.1 If service provision drops below two (2) children and only one (1) child is receiving Play & Creative Arts Therapy, School will then be liable to pay the higher fee rate of £97 per session.

3.4.2 In the event of a child transitioning to a new setting within an agreed period of intervention, any request to continue to deliver PCAT services will be accommodated wherever possible, however a one-off set-up and administration fee of £125 will become payable. There is no guarantee that the child will continue with the same therapist in these circumstances. Therapy rates will be adjusted accordingly in line with the current tariff.

3.5 Any charges payable under this Agreement are exclusive of VAT and any other applicable taxes, tariff or other like amounts assessed by any governmental entity arising as a result of the provision of the Services by Clear Sky and such shall be payable by the School in addition to all other charges payable hereunder.

4. Intellectual Property and Confidentiality

4.1 All documents, working papers and other materials as well as all methodologies, processes, techniques, ideas, concepts, know-how and other objects of intellectual property used and developed by Clear Sky in the course of or pursuant to the provision of the Services shall be the exclusive property of Clear Sky. The School agrees to protect all such intellectual property in accordance with applicable law and practices and refrain from reproduction, copying, publication and any other usage of Clear Sky's intellectual property, except as might be reasonably necessary to receive the Services under this Agreement.

4.2 All materials prepared and used in conjunction with the Services constitute confidential information of Clear Sky. The School must not disclose any such information to any third party without the prior written consent of Clear Sky.

5. General Terms

5.1 Clear Sky may at any time during this Agreement undertake any reasonable revision to the Play and Creative Arts Therapy sessions and/or to undertake any reasonable alteration or addition to, or omission from or modification of the Services or any part thereof (hereinafter the "Variation"). In the event such Variation will require the change of the fee such Variation shall be mutually agreed by the Parties.

5.2 The School shall release Clear Sky from any liability and indemnify Clear Sky against any claim, liability, costs or damage incurred by Clear Sky as a result of failure by the School to meet its obligations under the Agreement or School's negligence. Except where cannot be excluded or limited by law, Clear Sky's maximum liability under or in connection with this Agreement irrespective of the cause of action (including negligence) shall never exceed the fee for the Services payable under this Agreement.

5.3 The School shall give Clear Sky a minimum of 6 weeks' notice in writing to end this agreement of services.

5.4 The school will not seek to enter into discussions with a Clear Sky therapist in relation to the provision of direct services which may seek to undermine any current or potential

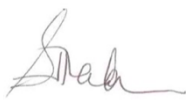
ongoing contract between Clear Sky and the School. Furthermore, the therapist may only deliver such services as directed by Clear Sky under the terms of the agreed contract with the school.

5.5 Any changes to Clear Sky's Policies and Procedures will supersede this Agreement. For details of individual policies visit www.clear-sky.org.uk or contact Stephanie Treadwell, Operations Manager.

5.6 This Agreement becomes effective from the date of signing by both Parties and shall continue to be in full force and effect until all obligations are fully and finally paid and satisfied.

5.7 This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by English Law and shall be subject to the exclusive jurisdiction of English Courts.

For and on behalf of Clear Sky

A handwritten signature in dark ink, appearing to read 'Steph', with a stylized flourish at the end.

Stephanie Treadwell (Operations Manager)

Please ensure that you have ticked the disclaimer on the Booking Form to confirm that you have read, understood and agree to the terms set out in this Services Agreement.