



AIM Forward Limited
Terms & Conditions for AIM Services
June 2025 Version

AIM FORWARD LIMITED (“AIM”)

IMPORTANT:

EXPLICIT CONSENT TO PROCESS SPECIAL CATEGORIES OF PERSONAL DATA:

Explicit Consent: Special Categories of personal data (including health data of the sort which will or may be the subject of the AIM Services) can only be processed with the explicit consent of the Data Subject and for one or more specified purposes. You have confirmed in the process of entering into this contract that You(*) have given Your Explicit Consent for the purposes of the AIM Services. You have the right to withdraw consent at any time. To do so, please email dpo@aimforward.co.uk

NOTE: You(*) in this context means You personally, or a parent or person with parental responsibility or your employer or agent acting with proper authority and with the informed explicit consent of the Data Subject.

TERMS AND CONDITIONS FOR AIM SERVICES

INTRODUCTION

We (“AIM”) strive to operate to the highest standards of ethical and professional standards and as part of doing so, we wish to set out our contractual rights and duties towards you in plain English.

This Contract sets out the terms and conditions (“Terms”) on which we supply our services to You.

Please read these Terms carefully and make sure that You understand them, before instructing us to supply services to You. If there are any parts of these Terms which You do not agree to, or do not understand, please let us know and we will review these matters with You. However, if You do not accept these Terms, or alternative agreed amended written terms signed by AIM and You, we will not be able to supply any services to You.

These Terms were most recently updated on 21 May 2025 and are intended to be compliant with Data Protection Legislation.

YOUR ATTENTION IS DRAWN IN PARTICULAR TO THE PROVISIONS OF CLAUSES 5, 7 AND 10 OF THESE TERMS WHICH LIMITS THE LIABILITY OF AIM.

1. Definitions and Interpretation

1.1 Definitions:

Aim Forward Limited: (“AIM”, “We”, “Us”, “Our”, “the Supplier”) is incorporated and registered in England and Wales with company number **15028149**. AIM’s registered office is at The Tannery, 91 Kirkstall Road, Leeds, LS3 1HS.

AIM Advisors: Disability practitioners employed or engaged by AIM.

AIM Client: any individual who is or is intended to be the subject matter of an AIM Report and or who requests and or receives AIM Services either directly or indirectly under these Terms where the term “AIM Client” includes (but is not limited to):

- An individual who is a minor (i.e.: a person under the age of 18) in which case it is agreed that AIM Services are contracts for “necessaries” and can be enforced at law; and or
- An individual who is not a minor (i.e.: a person over the age of 18); and or
- A parent or person with parental responsibility over the AIM Client (whether or not the individual is under the age of 18) in which case it is agreed that you are entering into this contract both as agent for the AIM Client and in your own right; and or
- A corporate or business entity, partnership or other legal entity that is contracting on behalf of an individual, an employee and or an AIM Client; and or
- any combination of the above.

AIM Report: a written report supplied as part of the AIM Services.

AIM Services: The services supplied by AIM as defined in Section 1 of these Terms.

AIM Trainers: Disability practitioners or training providers employed or engaged by AIM.

AIM Website: a website offering AIM Services.

Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

Applicable Laws: all applicable laws, statutes, regulation from time to time in force.

Assistive Technology: assistive and adaptive devices and/or software to cover the needs of individuals with a wide range of disabilities

Business Day: a day (other than a Saturday, Sunday or public holiday).

Contract: the contract between AIM and You (which includes an AIM Client as applicable) for the supply of AIM Services in accordance with these Terms.

Data Protection Legislation: the UK GDPR and the Data Protection Act 2018 (**DPA 2018**).

Data Protection Officer (DPO): the AIM representative appointed as DPO from time to time as set out in AIM's Privacy Notice at: <https://www.aimforward.co.uk/privacy-notice>

Data Subject: an individual who is the subject of Personal Data.

Explicit Consent: The requirement under Data Protection Legislation which requires that special categories of personal data (including health data of the sort which will be the subject of the AIM Services) can only be processed with explicit consent and for one or more specified purposes.

Force Majeure Event: an event or circumstance beyond a party's reasonable control including in particular any event and or restriction preventing or impacting the supply of AIM Services (whether with legal force or by way of guidance only or at the reasonable discretion of AIM) relating to Covid-19, a pandemic or similar or any Public Health emergency.

Kit: Any items (or any part of them) as may be recommended or specified by AIM as part of the AIM Services, which may include, without limitation: computers; hardware; software; electronic equipment; assistive IT; IT support services of whatever nature; and any other item of kit or any other service as may be recommended by AIM from time to time.

Order: the purchase or funding of any Kit or Recommendations whether based upon a Specification from AIM or otherwise.

Purchase: the purchase or funding of any Kit or Recommendations whether based upon a Specification from AIM or contained in an AIM Report or otherwise.

Recommendations: Any suggested activities or support strategies (or any part of them) as may be recommended or specified by AIM as part of the AIM Services, which may include, without limitation: mentoring; coaching; tuition and training.

Specification: any specification of any Kit and/or Recommendations set out by AIM whether contained in an AIM Report or otherwise.

Terms: these terms and conditions.

Third-Party Supplier: a business entity unrelated to AIM which offers to supply or contracts to supply or does supply Kit or Recommendations to You and or an AIM Client whether or not specified in a Specification.

UK GDPR: the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR) and the Data Protection Act 2018 (DPA 2018).

You: Any individual, company, partnership or other legal entity which either requests or receives AIM Services either directly or indirectly pursuant to these Terms and Conditions.

1.2. Interpretation:

- (a) A person includes a natural person (including minors (i.e: a person under the age of 18)), corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns or parents and/or legal guardians in the case of a minor (i.e: a person under the age of 18).
- (c) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (e) a reference to writing or written includes emails but not text messages, SMS messages or faxes.

2. Basis of contract

- 2.1 These Terms apply to any contract for AIM Services between AIM and You to the exclusion of any other terms save where alternative amended written terms signed by AIM and You have been agreed.
- 2.2 AIM Services are be offered to prospective customers ("**AIM Offer**") through the AIM Website or through other methods whether face to face, in writing or electronic.
- 2.3 If a prospective customer wishes to proceed on the basis set out in an AIM Offer, the prospective customer will indicate its intention to do so, by clicking to confirm their agreement to the Terms for the AIM Services on-line and making payment for the AIM Services ("**AIM Order**") or through other methods whether face to face, in writing or electronic.
- 2.4 By clicking to confirm your agreement to the Terms for AIM Services You are giving Your Explicit Consent for the purposes of the AIM Services. You are reminded that you have the right to withdraw consent at any time, (to do so, please email dpo@aimforward.co.uk). Please note however that the withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal and will not prevent AIM from charging

You for the AIM Services where it is entitled to do so under these Terms. In the case of an order conducted through other methods whether face to face, in writing or electronic, Your Explicit Consent will need to be given in writing.

- 2.5 Prior to submitting information to AIM via the website, and submitting pre-assessment information to AIM You will be required to confirm by clicking on a tick box that You are giving Your Explicit Consent for the collecting and processing of your personal data for the AIM Services (which includes special category data). You are reminded that you have the right to withdraw consent at any time, (to do so, please email dpo@aimforward.co.uk). Please note however that the withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal and will not prevent AIM from charging You for the AIM Services where it is entitled to do so under these Terms.
- 2.6 An AIM Order constitutes an offer by the prospective customer to purchase AIM Services in accordance with these Conditions
- 2.7 The Contract shall come into existence when AIM issues an email acceptance of the AIM Order or begins to perform the AIM services ("**AIM Acceptance**") at which point and on which date the Contract shall come into existence ("**Commencement Date**") on these Terms save where alternative amended written terms signed by AIM and You have been agreed.

3. Orders

- 3.1 Subject to clause 3.5 below, once an AIM Order has been accepted by an AIM Acceptance , You may not cancel, postpone or re-arrange it without the written agreement of AIM.
- 3.2 In the event of an agreed written cancellation, postponement or re-arrangement of a diagnostic or needs assessment, pursuant to 3.1, AIM shall have the right to charge a £100 fee if an AIM client re-arranges with less than 7 days (5 working days) notice, or if they re-arrange on 3 occasions then AIM will charge up to the maximum full fee, unless AIM agrees otherwise in writing.
- 3.3 In the event of an agreed written cancellation, postponement or re-arrangement of a coaching session, pursuant to 3.1, AIM shall have the right to charge a £30 fee if an AIM client re-arranges with less than 7 days (5 working days) notice, or if they re-arrange on 2 occasions then AIM will charge up to the maximum full fee, unless AIM agrees otherwise in writing.
- 3.4 In the event of an agreed written cancellation, postponement or re-arrangement of a training session, pursuant to 3.1, AIM shall have the right to charge up to 50% of the maximum full fee if an AIM client cancels with between 15 and 28 days' notice, and up the maximum full fee for 14 days' notice or less. Cancellations with more than 28 days' notice will not be charged. AIM does not offer refunds or alternative dates for non-attendance by an AIM Client.

3.5 14 DAY RIGHT OF CANCELLATION

You have a right to change Your mind within 14 days of an AIM Order (“the Cooling Off Period”), and to receive a full refund (provided that you have not asked for the AIM Services to be delivered within the Cooling Off Period).

The cancellation form (in the standard statutory form) is set out in Schedule 8 to the Terms.

4. AIM Services

4.1 See Schedule 1.

5. Supply of Services

5.1 AIM shall supply the AIM Services in accordance with these Terms.

5.2 Time shall not be of the essence for the performance of the Services.

5.3 AIM reserves the right to amend a Service if necessary to comply with any applicable law regulatory or governing body requirement.

5.4 AIM Services are personal in nature, client-specific and are delivered by individual AIM Advisors and whilst every attempt is made to ensure that all AIM Clients receive the same high level of support and assistance, the delivery of Service and client experience will vary from time to time.

5.5 Time is not of the essence in relation to the supply of AIM Services and in relation to the production of and the supply of AIM Reports.

5.6 All AIM Services purchased as part of these Terms must be scheduled and used within twelve (12) months from the date of purchase, unless otherwise agreed with AIM in writing. Any services not used within this timeframe shall expire and will no longer be redeemable. No credit, refund, or transfer will be provided for unused sessions once the expiry period has passed. AIM reserves the right, at its sole discretion, to extend in writing the validity period in exceptional or mitigating circumstances.

5.7 AIM reserves the right at its sole discretion, to terminate the AIM services at any time without providing written reasons, if in its reasonable opinion it is entitled to do so or obliged to do so.

6. Price and payment

- 6.1 The price of AIM Services shall be the price set out from time to time on the AIM Website or as otherwise agreed in writing.
- 6.2 Payment for AIM services is usually in advance. AIM will usually take payment upon acceptance of your order. The price shall be taken to be exclusive of value added tax (VAT) except where specifically stated otherwise.
- 6.3 If payment is not in advance You shall pay any AIM invoice submitted to You within 14 days of receipt to a bank account nominated in writing by AIM from time to time. if You fail to pay AIM any sum due under this agreement on the due date:
 - (a) AIM shall have the right to recover interest from You on any overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is at or below 0%; and
 - (b) AIM may suspend part or all of the Works until payment has been made in full.
7. **Liability for Supply of Kit and/or Recommendations supplied by Third Party Suppliers.**
 - 7.1 Where an AIM Report is produced, it may contain a Specification which includes Kit and/or Recommendations.
 - 7.2 In an AIM Report or Coaching AIM may, at its discretion, recommend a particular supplier of Kit and/or Recommendations ("**Third Party Supplier**"), with whom AIM may have an existing relationship.
 - 7.3 Whilst AIM would wish that all Third Party Suppliers deliver Kit and/or Recommendations on time, without defect and to the defined specification, AIM cannot and does not guarantee that Third Party suppliers will deliver what they are contractually obliged to deliver or required to deliver pursuant to Statute and AIM is not a party to any contract you may have with any Third Party Supplier. Accordingly, you agree that AIM will have no liability to you if any Kit and/or Recommendation is defective or delivered late or is not to the correct specification or does not comply with Statutory Requirements. This clause is not intended to effect or in any way limit your rights against any Third Party Supplier.
 - 7.4 Nothing in these Conditions shall limit or exclude AIM's liability for:
 - a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - b) fraud or fraudulent misrepresentation;

- c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- d) defective products under the Consumer Protection Act 1987; or
- e) any matter in respect of which it would be unlawful for AIM to exclude or restrict liability.

7.5 Subject to clause 7.4. AIM shall under no circumstances whatsoever be liable to the AIM Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for death or personal injury or any direct loss, or any indirect or consequential loss arising under or in connection with the supply of Kit and or Recommendations by a Third Party Supplier specified in a Specification this is because In such a circumstance, You and or the AIM Client would have a Claim against the Third Party Supplier.

7.6 Subject to clause 7.4. AIM shall under no circumstances whatsoever be liable to the AIM Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, due to:

- a) a failure by You or the AIM Client to engage with the AIM Services;
- b) choice of Schools, Colleges or other educational establishments;
- c) choice of subjects and/or exam boards;
- d) choice of career or work related roles;
- e) recruitment, promotion or performance management decisions;
- f) a failure, in relation to Kit, to refer to our abide by the manufacturer's guidelines;
- g) a Force Majeure Event.

8. Client's obligations

8.1 You and or the AIM Client shall:

- (a) Give full and frank disclosure of all relevant information to AIM to enable AIM to perform the Services both before during and after the interview process;
- (b) co-operate with AIM in all matters relating to the Services;
- (c) provide AIM with such information and materials as AIM may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects.

8.2 If AIM's performance of any of its obligations under the Contract is prevented or delayed by any act, failure to perform or omission by You and or the AIM Client ("**Default**"), without limiting or affecting any other right or remedy available to it, AIM shall have the right to:

- a) suspend performance of the Services until the Default is remedied;

- b) rely on the Default to relieve it from the performance of any of its obligations;
- c) in each case to the extent the Default prevents or delays AIM's performance of any of its obligations.

9. Special Provisions applicable in relation to specific AIM Services and Specific AIM Reports

- 9.1 If the supply to AIM of a formal medical diagnosis and or diagnostic information is a necessary part of any assessment to be undertaken as part of the AIM Services, You are responsible for ensuring that the same is available.
- 9.2 By delivering an assessment AIM are not endorsing any condition as a disability or making a judgement on the medical information available.
- 9.3 If an assessment is to be delivered remotely, the AIM Client is responsible for providing a private and confidential room for 3 hours.
- 9.4 If an assessment is to be at an employer's place of work, the employer is responsible for providing a private and confidential room for 3 hours.
- 9.5 If an AIM Client is late, does not attend, or an AIM Client or employer does not provide a suitable private room, AIM will still be paid its contracted fees.
- 9.6 If an AIM Client chooses not to sign consent paperwork during an assessment, AIM will still be paid its contracted fees.
- 9.7 AIM Advisors may identify strategies that could be considered to increase the performance of the AIM Client, however there can be no expectations of performance.
- 9.8 AIM Advisors are not legal experts and are not able to provide any input to or comment on any legal requirement to make reasonable adjustments or comply with any Applicable Laws relating to employment, study, examinations or any other matter.
- 9.9 AIM may identify strategies that could be considered as reasonable adjustments in a workplace or institution. However it is for an Employer or institution to decide what should and shouldn't be implemented.
- 9.10 AIM may identify recommendations for support strategies which You may wish to use to access funding (including but not limited to disabled students' allowance, access to work or the apprenticeship levy). However it is for You to make the submission for funding and the funding award body to make decisions on funding eligibility.

10. Limitation of liability

10.1 Nothing in these Terms shall limit or exclude AIM's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for AIM to exclude or restrict liability.

10.2 Subject to clause 10.1:

- (f) AIM shall under no circumstances whatsoever be liable to You and or to the AIM Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (g) AIM's total liability to You and or to the AIM Client in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the sum paid by You and or the AIM Client.

10.3 Subject to clause 10.1. AIM shall under no circumstances whatsoever be liable to the AIM Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, due to:

- (h) a failure by You or the AIM Client to engage with the AIM Services;
- (i) choice of Schools, Colleges or other educational establishments;
- (j) choice of subjects and/or exam boards;
- (k) choice of career or work related roles;
- (l) recruitment, promotion or performance management decisions;
- (m) a failure, in relation to Kit, to refer to our abide by the manufacturer's guidelines;
- (n) a Force Majeure Event.

10.4 You acknowledge and agree that an AIM Report is not a substitute for medical and/or clinical advice and will not replace a professional medical diagnosis from a medical practitioner which AIM recommends you should obtain if appropriate;

10.5 You acknowledge and agree that an AIM Report may contain sensitive confidential information and should not, without AIM's written agreement, and the explicit written consent of the AIM Client, be disclosed to any third party other than the parent(s) or guardians or intended recipients named or identified in the Report and You agree that AIM

will not be liable should an AIM Report be disclosed outside of its intended recipients including where such disclosure is due to our caused by negligence attributable to AIM.

- 10.6. You acknowledge and agree that a Diagnostic Assessment does not entitle You and may not lead to a diagnosis of a specific learning difficulty.
- 10.7. You acknowledge and agree that a diagnosis of a specific learning difficulty will only be provided if, in the reasonable opinion of an AIM Advisor a diagnosis can be made.
- 10.8. You acknowledge and agree that AIM Advisors will seek to identify all difficulties faced by AIM Clients whether obvious or not, however you acknowledge that AIM may not be able to identify difficulties which are latent, not acknowledged or not present in the assessment. You agree therefore not to hold AIM liable for any issues which have not been expressly raised by You with AIM or with an AIM Advisor.
- 10.9. You acknowledge and agree that certain standardised assessment tools and procedures typically administered in a face-to-face setting may not be feasible or valid for remote delivery. You agree therefore not to hold AIM liable for any limitation in scope, outcome, or interpretive accuracy that may arise as a direct result of such constraints.
- 10.10 You acknowledge and agree that a NA Report cannot be used to enforce, and is not binding on a funding body, employer, business entity, partnership, School, educational establishment, Local Authority or any other statutory or private provider of education.
- 10.11 You acknowledge and agree that You will have no expectations of funding allocation as a result of the AIM Services or an AIM Report.
- 10.12 You acknowledge and agree that You will have no expectations of increased performance as a result of the AIM Services or an AIM Report.
- 10.13 You acknowledge and agree that You will place no reliance on any explanation of or reference to any examination, course contents or career choices within an NA Report and you agree to undertake Your own research and make Your own decision in relation to any choices made by You in this respect.
- 10.14 You acknowledge and agree that you will place no reliance on information in, or views expressed on an AIM Training course including course materials, and agree to undertake Your own research and make Your own decision in relation to any actions taken subsequent to a training course. You further acknowledge and agree that opinions expressed are those of individual AIM Trainers and not necessarily those of AIM, and that AIM Clients should take professional advice when dealing with specific situations.

10.15 Subject to clause 10.1, unless the Customer notifies the Supplier that it intends to make a Claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire SIX months from that date. The notice must be in writing and must identify the event and the grounds for the Claim in reasonable detail.

10.16 This clause 10 shall survive termination of the Contract.

11. Force majeure

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 3 months, the party not affected may terminate this Contract by giving 21 days written notice to the affected party.

12. Assignment and other dealings.

AIM may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

13. Entire agreement.

13.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no Claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

13.3 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

14. Variation.

No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15. Waiver.

No failure or delay by AIM to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16. Severance.

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

17. Termination

- 17.1 Without limiting its other rights or remedies, AIM may terminate this Contract with immediate effect by giving written notice to You if You commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 14 days of that party being notified in writing to do so.
- 17.2 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to Claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 17.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

18. Notices.

- 18.1 Any notice or other communication given to AIM under or in connection with the Contract shall be in writing, addressed to AIM's registered office or such other address as AIM may have specified in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid recorded post or other tracked next working day delivery service, or by tracked commercial courier.
- 18.2 Any notice or other communication given to a Client by AIM under or in connection with the Contract shall be in writing (which includes email provided a response or send receipt is received) addressed to the Client's last known address or email address and shall be

delivered personally, sent by pre-paid first-class post or other next working day delivery service, or by commercial courier or by email.

- 18.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

19. Third party rights.

No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

20. Data Protection

- 20.1 Data Protection Legislation is designed to shift the balance of power in relation to the ownership and use of identifiable individual's personal data (Personal Data) back to the individual. It is not designed to prevent the use of Personal Data, but to ensure that it is only processed for lawful purposes.

- 20.2 AIM are committed to ensuring that where we process Personal Data, it is processed lawfully in accordance with Data Protection Legislation. How we do this is set out in more detail in our Privacy Notice which can be accessed on our website.

- 20.3 Where Explicit Consent has been given by or on behalf of an AIM Client for the purposes of AIM delivering AIM Services and or an AIM Report, the AIM Client has the right to withdraw consent at any time, (to do so, please email dpo@aimforward.co.uk with "WITHDRAW EXPLICIT CONSENT" in the email subject line). Please note that the withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal and will not prevent AIM from issuing an Invoice where it is entitled to do so under these Terms.

21. Governing law.

The Contract, and any dispute or Claim (including non-contractual disputes or Claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

22. Jurisdiction.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or Claim (including non-contractual disputes or Claims) arising out of or in connection with this Contract or its subject matter or formation.

SCHEDULE 1: AIM SERVICES

SERVICE TYPE	DESCRIPTION	PRICE (ex VAT)	Further information
Diagnostic Assessment (DA)	Assessment & Report (Remote or in person)	Prices set out on website order page	Schedule 2
Needs Assessment (NA)	Assessment & Report (Remote or in person)	Prices set out on website order page	Schedule 3
Coaching	Specialist Coaching and support (Remote or in person)	Prices set out on website order page	Schedule 4
Training	Specialist Training Courses (Remote or in person) (Group or individual)	As agreed in writing	Schedule 5
Consultancy	Specialist Advice and support (price per day)	As agreed in writing	Schedule 6
Bespoke Services	As agreed and detailed in a written specification	As agreed in writing	Schedule 7

SCHEDULE 2: DIAGNOSTIC ASSESSMENT (DA)

Diagnostic Assessment (DA)

1. A DA will be delivered by either:
 - a. a Chartered Educational or Occupational Psychologist with an accredited membership of a relevant professional body e.g. Health and Care Professions Council (HCPC); or
 - b. a specialist teacher Advisor with a current Assessment Practising Certificate (APC), a recognised level 7 qualification or equivalent in dyslexia, and a member of a professional body e.g. BDA, PATOSS or The Dyslexia Guild.
2. A DA is a remote or face-to-face meeting between the AIM Client (hereinafter 'client') and an AIM Advisor (as above), which involves a discussion of a client's background and history as well as a number of diagnostic tests.
3. The DA is offered as an AIM Service on the basis that all diagnostic testing is delivered in a private and confidential setting, no third parties have access to the test materials, and no recordings, screenshots or photographs of the session are made (unless under the explicit guidance and instruction of the assessor as part of the DA testing).
4. The DA is intended to:
 - a. assess a client's underlying ability, thinking, organising and planning, use of words and patterns, vocabulary, reading, writing, spelling, memory and sound skills;
 - b. identify a client's 'profile' (a unique pattern of strengths and weaknesses) from which an AIM Advisor can determine whether the client has:
 - i. a diagnosis of a specific learning difficulty: dyslexia;
 - ii. a diagnosis of a specific learning difficulty with characteristic features of ADHD, dyspraxia or dyscalculia. This is not a medical diagnosis and **further input from an appropriately qualified specialist would be required to provide a medical diagnosis**; or
 - iii. no specific learning difficulty; and
 - c. Lead to the production of an DA Report as more particularly described below.
5. AIM DA services are delivered at different price points, dependent on the number of specific learning difficulties being assessed:

- a. a DA for a specific learning difficulty: dyslexia
 - b. a DA for a specific learning difficulty: dyslexia, with characteristic features of one other specific learning difficulty (either ADHD or dyspraxia or dyscalculia)
 - c. a DA for a specific learning difficulty: dyslexia, with characteristic features of multiple other specific learning difficulties (ADHD, dyspraxia or dyscalculia). This additional non-medical testing may be agreed in writing, and for an agreed fee, at the discretion of AIM.
6. AIM will arrange a DA for a client based on the diagnostic testing requested at the time of booking, and the corresponding DA price will be charged. If a client books diagnostic testing and subsequently decides they would like to undertake additional non-medical testing to identify characteristic features of ADHD, dyspraxia or dyscalculia that were not declared and the appropriate fee paid by the client at the point of booking, the client will be offered the opportunity to pay the relevant additional price to undertake the additional non-medical diagnostic testing.
7. Based on the background information provided, and observations during the testing, AIM Advisors will attempt to identify potential traits that could be explored in further non-medical diagnostic testing. AIM Advisors will explain to the client if and why the client may wish to consider additional non-medical diagnostic testing, but You acknowledge that:
 - a. AIM may not be able to identify difficulties which are latent, not acknowledged or not present in the DA
 - b. The client will have the choice whether or not to pay an additional price to undertake the additional non-medical diagnostic testing, and a decision on this will bear no impact on the original diagnostic testing undertaken
 - c. You agree not to hold AIM liable for any issues which have not been expressly raised by You with AIM or with an AIM Advisor or paid for as additional non-medical testing
8. The ability of a specific learning difficulty to be diagnosed in a remote DA is dependent on the client providing:
 - a. A large tablet, laptop or desktop computer with a strong internet/WIFI signal and suitable microphone, camera and speaker/headphone facilities. Smaller tablets, iPad minis and phones are not acceptable for the diagnostic testing;
 - b. Access to remote video conferencing (such as zoom/teams) via your device and hardware, which has been downloaded and tested in advance of the DA;
 - c. A private, quiet and confidential room for the duration of the DA;
 - d. A camera phone, which must remain turned off throughout the DA, and only when instructed by the assessor, the client should take photos of the clients written

work, which is then immediately emailed to the clients assessor and the photographs deleted; and

- e. A pad of lined paper and a pen.

9. In order to obtain the best result from a DA, the client should:

- a. disclose to AIM all material facts that might lead to the assessment being more complicated (such as advising if it is suspected that the individual being assessed has more than one specific learning difficulties, or other disabilities) to ensure an appropriate AIM Advisor can be allocated that meets the clients diagnostic requirements;
- b. inform AIM if the client has received any assessments in the past that may have a bearing on the assessment to be performed;
- c. inform AIM of any personal health or other factors that may influence the assessment to be performed;
- d. inform AIM if there is a specific purpose that the client would like to use the report for to ensure an appropriate AIM Advisor can be allocated that meets the client's report requirements;
- e. complete and return relevant pre-information questionnaires, or other pertinent information, when requested to do so;
- f. be punctual for the assessment;
- g. co-operate fully with all requirements of the assessment process; and
- h. bring any prescription spectacles needed to see fine details when working with materials at a table to the DA.

DA Report and Limitations of a DA Report

- 10. A diagnosis of a specific learning difficulty will only be provided if based upon client performance in the diagnostic testing undertaken in addition to the information provided for context, it is the professional opinion of the AIM Advisor that a diagnosis can be made.
- 11. AIM can only assign the most appropriately qualified Advisor based upon the information provided at the point of booking, and cannot be held liable for failure to diagnose additional/different specific learning difficulties that may subsequently be identified through further information provided or diagnostic testing.
- 12. A specific learning difficulty can only be diagnosed in a DA Report if:

- a. A DA has not been undertaken previously, either by AIM or another DA provider; or
 - b. A DA has been undertaken previously, but the client has provided full disclosure of such DA Report to AIM, and AIM has reviewed this and provided written confirmation that a DA can be delivered as an AIM Service.
13. The ability of a specific learning difficulty to be diagnosed in a DA Report is dependent on the level of co-operation offered by the client.
14. Certain standardised assessment tools and procedures typically administered in a face-to-face setting may not be feasible or valid for remote delivery. AIM will take reasonable steps to provide a comprehensive and professional assessment using the best available tools suitable for remote administration. However, AIM does not and cannot guarantee that all potential or recommended assessment measures will be deliverable via a remote format. Where limitations are identified, they will be documented within the final DA Report, along with any recommended next steps.
15. Specific learning difficulties are not medical condition assessments, and therefore You acknowledge and agree that:
 - a. A diagnosis of a specific learning difficulty, including dyslexia, ADHD, dyspraxia or dyscalculia, is not a medical diagnosis;
 - b. A diagnosis of a specific learning difficulty with characteristic features of ADHD is not a medical diagnosis of ADHD and as such will not allow access to prescription medication;
 - c. A DA Report is not a substitute for medical and/or clinical advice and will not replace a professional medical diagnosis from a medical practitioner which AIM recommends you should obtain if appropriate.
16. DA Reports are not intended to be used in a court of law. If you require the DA Report for a tribunal or court case you would require an expert witness which AIM does not provide.
17. DA Reports are not intended to be used in immigration proceedings. If you require the DA Report for use in immigration proceedings you would require an expert witness which AIM does not provide.
18. DA Reports may include recommendations for examination arrangements, although these recommendations, are not sufficient evidence for exam adjustment arrangements and applications, and it is for the institution and/or exam board to decide what should and shouldn't be implemented.
19. A DA Report does not explore the impact of the client's strengths and weaknesses in their current studies or workplace, their individual or current study or workplace needs, or

identify how their particular needs can be met by services, support, adjustments and equipment. (A follow up NA may be requested to explore these issues)

Attendance at a DA:

- 20. A DA may be attended by clients with or without one or more parents or guardians being present at the clients election, however the parents or guardians will not be able to be present in the room during the diagnostic testing in line with governing body guidelines
- 21. A DA will be undertaken remotely, unless otherwise agreed in writing with AIM

Privacy

- 22. a DA Report will contain sensitive confidential information and will only be disclosed to You, other than the parent(s) or guardians or intended recipients named or identified in the Report with the informed explicit consent of the Data Subject

SCHEDULE 3: NEEDS ASSESSMENT (NA)

A: What is a Needs Assessment

1. An NA is a fixed-price remote or face to face meeting between a report Subject and an AIM Advisor which typically takes between one and two hours.
2. The NA is intended to:
 - a) assist individuals in employment or study who have or may have a disability which can impact their experience and performance in the workplace or education, by seeking to identify how their particular needs can be met by services, support and equipment.
 - b) identify individual strengths and weaknesses in Report Subjects and recommend individual support strategies, including Assistive Technology and suitable training.
 - c) lead to the production of an NA Report as more particularly described below.

Limitations of an NA:

3. AIM does not employ or engage medical practitioners and the NA should not be considered to be an alternative to a medical consultation and will not replace a professional medical diagnosis from a medical practitioner which AIM recommends should be obtained if appropriate.
4. the accuracy and effectiveness on an NA is dependent on the level of co-operation offered by the Report Subject.
5. AIM Advisors are not legal experts and are not able to provide any input to or comment on any legal requirement to make reasonable adjustments or comply with any Applicable Laws relating to employment, study, examinations or any other matter.
6. AIM Advisors may identify strategies that could be considered as reasonable adjustments. However it is for the Report Subject's employer or institution to decide what should and shouldn't be implemented.
7. AIM may identify recommendations for support strategies which You may wish to use to access funding (including but not limited to disabled students' allowance, access to work or the apprenticeship levy). However it is for You to make the submission for funding and the funding award body to make decisions on funding eligibility.

Attendance at an NA:

8. An NA may be attended by Clients with or without one or more parents or guardians being present at the Clients election.
9. A NA will be undertaken remotely, unless otherwise agreed in writing with AIM, and at an additional charge to be agreed with the client in writing.

B: NA Reports.

10. The NA Report is intended to and may:

- a) assist in identifying any work or study difficulties faced by the Report Subject.
- b) assist the Report Subject to understand his or her individual needs and identify how their particular needs can be met by services, support and equipment; and
- c) contain Recommendations which may include one or more Specification(s) and identify suggested Kit and Services.

Limitations of an NA Report:

11. an NA Report is not a substitute for medical and/or clinical advice and will not replace a professional medical diagnosis from a medical practitioner which AIM recommends should be obtained if appropriate;
12. the accuracy and effectiveness on an NA Report is dependent on the level of co-operation offered by the Report Subject.
13. AIM Advisors are not legal experts and are not able to provide any input to or comment on any legal requirement to make reasonable adjustments or comply with any Applicable Laws relating to employment, study, examinations or any other matter.
14. AIM Advisors may identify strategies that could be considered as reasonable adjustments. However it is for the Report Subject's employer or institution to decide what should and shouldn't be implemented.
15. AIM may identify recommendations for support strategies which You may wish to use to access funding (including but not limited to disabled students' allowance, access to work or the apprenticeship levy). However it is for You to make the submission for funding and the funding award body to make decisions on funding eligibility.

Privacy

A NA Report will contain sensitive confidential information which:

16. will only be disclosed to You, other than the parent(s) or guardians or intended recipients named or identified in the Report with the informed explicit consent of the Data Subject.
17. should not, without AIM's written agreement, and the **explicit written consent** of the Report Subject, be disclosed to any third party other than the parent(s) or guardians or intended recipients named or identified in the Report

SCHEDULE 4: COACHING

1. AIM can deliver bespoke Coaching to AIM Clients for a fixed fee or at an hourly rate as set out on our website, or as otherwise agreed in writing.
2. Coaching is intended to assist AIM Clients following a NA to adopt and use the recommended strategies and Assistive Technology in their NA report

Limitations of coaching:

3. AIM does not employ or engage medical practitioners and the Coaching should not be considered to be an alternative to a medical consultation and will not replace a professional medical diagnosis from a medical practitioner which AIM recommends should be obtained if appropriate.
4. Every attempt will be made to engage the AIM Advisor who delivered the AIM Client Needs Assessment for the delivery of the Coaching session(s), and to ensure all coaching sessions are delivered with the same AIM Advisor, however there may be reasons beyond the control of AIM which require an alternative AIM Advisor, or more than one AIM Advisor to deliver AIM Client Coaching sessions.
5. No written notes from the coaching session will be provided by the AIM Advisor to You and/or the AIM Client.
6. The effectiveness on Coaching is dependent on the level of co-operation offered during, and action taken by the AIM Client in-between coaching sessions.
7. AIM Advisors are not legal experts and are not able to provide any input to or comment on any legal requirement to make reasonable adjustments or comply with any Applicable Laws relating to employment, study, examinations or any other matter.
8. AIM Advisors may identify strategies that could be considered as reasonable adjustments. However it is for the AIM Client's employer or institution to decide what is reasonable and should and shouldn't be implemented.
9. AIM Advisors are not legal experts and are not able to provide any input to or comment on any legal requirement to make reasonable adjustments or comply with any Applicable Laws relating to employment, study, examinations or any other matter.

10. AIM Advisors may identify strategies that could be considered as reasonable adjustments. However it is for the AIM Client's employer or institution to decide what should and shouldn't be implemented.
11. Coaching sessions will be undertaken remotely, unless otherwise agreed in writing with AIM, and at an additional charge to be agreed with the client in writing.
12. Coaching is offered for a defined time period of six (6) to twelve (12) months, to support the adoption and use of recommended strategies and assistive technology in the AIM Clients NA report. It is not intended to be used as on-going support over a longer period of time.

SCHEDULE 5: TRAINING

A: What is Training

1. AIM Training is a fixed-price remote or face to face training session, to deliver Training Materials to a number of AIM Clients.

Limitations of Training:

1. AIM Trainers are not legal experts and are not able to provide any input to or comment on any legal requirement to make reasonable adjustments or comply with any Applicable Laws relating to employment, study, examinations or any other matter.
2. Opinions expressed by AIM Trainers are those of the individual AIM Trainer and not necessarily those of AIM. AIM Clients should take professional advice when dealing with specific situations.
3. AIM Trainers or Training Materials may discuss strategies that could be considered as reasonable adjustments. However it is for the AIM Clients employer or institution to decide what should and shouldn't be implemented as a reasonable adjustment.
4. AIM Training Materials will be designed against specific learning objectives, and any descriptive matter or advertising issued by AIM, or descriptions contained in AIM catalogues, brochures or the AIM website, are issued or published for the sole purpose of giving an approximate idea of the Training described in them, and shall form no part of these Terms or have any contractual force.
5. the effectiveness of AIM Training is dependent on the level of co-operation offered by the AIM Clients.

Attendance at Training:

6. Training will be undertaken remotely, unless otherwise agreed in writing with AIM, and at an additional charge to be agreed with the client in writing.

Supply of Training:

7. AIM shall use reasonable endeavours to supply the Training to You in accordance with these Terms in all material respects but reserves the right to change the Training Materials, course content or AIM Trainer of any Training at any time and without notice.

8. AIM shall use reasonable endeavours to meet any specified training dates, but any such dates shall be anticipated dates only and may be subject to alteration.
9. AIM reserves the right to amend the agreement if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Training, and AIM shall notify the Customer in any such event.

Intellectual Property Rights:

10. All intellectual property rights in or arising out of or in connection with the Training, including the design, graphics and text of all printed materials, the audio of all webinars and podcasts and any associated training materials shall be owned by AIM.
11. When You are given access to the Training Materials, You are granted a non-exclusive, non-transferable, revocable licence to use the Training Materials. No Training Materials may be copied, reproduced, uploaded, posted, displayed or linked to in any way, in whole or in part, without prior written consent of AIM. Any such use is strictly prohibited and will constitute an infringement of AIM's intellectual property rights.

Confidentiality:

12. Each party may be given access to confidential information from the other party in order to perform its obligations under the agreement. A party's confidential information shall not be deemed to include information that:
 - 12.1 is or becomes publicly known other than through any act or omission of the receiving party;
 - 12.2 was in the other party's lawful possession before the disclosure;
 - 12.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 12.4 is independently developed by the other party, which independent development can be shown by written evidence.
13. Subject to clause 14, each party shall hold the other's confidential information in confidence and not make the other's confidential information available to any third party, or use the other's confidential information for any purpose other than the implementation of this agreement.

14. A party may disclose confidential information to the extent such confidential information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 14, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
15. The above provisions of these confidentiality clauses shall survive termination of the agreement, however arising.

SCHEDULE 6: CONSULTANCY

AIM can deliver Consultancy services either remotely or in person for an hourly or daily rate as set out on our website or as otherwise agreed in writing

SCHEDULE 7: BESPOKE SERVICES

AIM can deliver bespoke services either remotely or in person for a fixed fee as set out on our website, or as otherwise agreed in writing.

SCHEDULE 8: CANCELLATION FORM

Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To Aim Forward Limited, The Tannery, 91 Kirkstall Road, Leeds, LS3 1HS, ,
hello@aimforward.co.uk/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale
of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate