

NEO — Terms of Business (Commissioned Placements)

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Document	Terms of Business — Commissioned Placements (B2B)
Status	Approved
Operating entity	Nudge Education Ltd (Company Number 10192753)
Companion documents	Consumer Terms and Conditions (parents and carers) · Framework Services Agreement · Billing & Payment Rules · Intervention Plan template · Withdrawal Policy · Appeals and Complaints Policy
Owner	Director, Nudge Education Online & Head of School
Published	August 2026
Updated	September 2026 — services, fees, timetable and invoicing
Review	August 2027

1. Definitions and interpretation

1.1 In these Terms, the following definitions apply:

Term	Meaning
Commissioner / you	The Local Authority, school or other body purchasing a Placement or Tuition Package, named in the Purchase Order.

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NEO / we / us	Nudge Education Ltd (Company No. 10192753), trading as Nudge Education Online, operating fully online alternative provision for Learners aged 11–18.
Learner	The young person for whom a Placement or Tuition Package is purchased.
Placement	A Discovery Phase, Small-Group Place (12 or 15 hours), Intensive Place, Short-Term/Transitional Place or Curriculum Access, as described in Schedule 1.
Tuition Package	One-to-one online tuition with a subject-specialist teacher, of 2 or 4 one-hour sessions per week, as described in Schedule 1.
Intervention Plan	The plan agreed at referral recording the Learner's placement type, subjects, timetable, support needs and review points.
Framework Services Agreement (FSA)	The overarching commissioning agreement between Nudge Education Ltd and the Commissioner, where one is in place.
Purchase Order (PO)	The Commissioner's purchase order covering the commissioned period and fees.
Platforms	NEO's learning, communication, progress-tracking and payment systems, including Google Workspace, Classroom and Meet.
The Six Cornerstones	NEO's pedagogical framework: Connection, Movement, Creativity, Reflection, Rest and

Term	Meaning
	Nutrition, delivered principally through the Friday Cornerstones day.
Practitioner-Mentor	The Learner's named mentor and single point of contact. The Practitioner-Mentor does not deliver lessons; qualified subject-specialist educators deliver all live lessons.
DSL	NEO's Designated Safeguarding Lead.
KCSIE	Keeping Children Safe in Education, as amended from time to time (currently the 2026 edition, effective 1 September 2026).
Policy Library	NEO's published policies at policies.nudgeeducation.online, as updated from time to time.

1.2 Headings do not affect interpretation. References to legislation include amendments and re-enactments. "Including" means including without limitation.

2. Structure of the agreement

2.1 Each commissioned Placement or Tuition Package is governed by: (a) the FSA where one exists; (b) the PO; (c) the Intervention Plan; and (d) these Terms. In the event of conflict, that order of precedence applies.

2.2 Where no FSA is in place, these Terms together with the PO and Intervention Plan form the entire agreement for the Placement.

2.3 NEO is pursuing accreditation under the Online Education Accreditation Scheme (OEAS) and targets Pearson online-school accreditation in year one. NEO is not a DfE-registered independent school and is not subject to ISI inspection. At launch NEO cannot be named on an EHCP; statutory responsibility for the Learner remains with the Commissioner and, where applicable, the Learner's home school.

3. The Services

3.1 NEO shall provide the Placement or Tuition Package described in Schedule 1 and the Intervention Plan, with reasonable skill and care, delivered by appropriately qualified staff.

3.2 The core timetable runs Monday to Thursday (live 45-minute lessons via Google Meet from 10:00, delivered by qualified subject specialists in deliberately small groups, with a mentor group at 9:30 and a Practitioner-Mentor check-in at 13:00), comprising 12 hours per week. A 15-hour Place adds the Friday Cornerstones Day. Each Learner on a Place has a named Practitioner-Mentor.

3.3 Tuition Packages are delivered one-to-one, outside the core timetable (afternoons), term-time only, and do not include a Practitioner-Mentor, the Cornerstones day or NEO enrolment. Tuition Learners remain on roll at their existing setting.

3.4 Referral-to-start is typically 15 to 20 working days from receipt of a complete referral, subject to clause 4.

4. Commencement conditions

4.1 No Learner starts, and no device is dispatched, until NEO has received: (a) a PO covering the commissioned period; (b) a completed referral and enrolment information, including safeguarding information under clause 8; and (c) a signed Intervention Plan.

4.2 NEO may decline a referral where it reasonably considers the provision unsuitable for the Learner's needs, and will say so promptly with reasons.

5. Fees and payment

5.1 Fees are as set out in Schedule 2 or the FSA, exclusive of VAT (added where chargeable).

5.2 For Places, invoicing is monthly in advance of the delivery month, over ten months (September to June), at one-tenth of the annual fee calculated as the weekly fee in Schedule 2 multiplied by the number of teaching weeks in the Intervention Plan, as a drawdown against the PO. Tuition Packages and Nudge

Education practitioner hours are invoiced monthly in advance on the sessions booked. No invoices are raised for July or August. The first invoice includes the £250 registration fee and any pro-rated part-month (Learners start on a Monday; part-months pro-rated by teaching weeks).

5.3 Payment is due within 7 days of invoice unless otherwise agreed in writing. NEO may charge interest and recovery costs on overdue sums under the Late Payment of Commercial Debts (Interest) Act 1998, at 8% per year above the Bank of England base rate.

5.4 Fees may be reviewed annually with effect from 1 September, on not less than one term's written notice.

5.5 Examination entries are made as private candidates through NEO's approved exam-centre partner; exam fees are payable directly to that partner and are not included in tuition fees. Schedule 3 sets out the examinations terms.

5.6 Non-payment: NEO will escalate to the Commissioner's named contact. Provision is not withdrawn abruptly as a debt-collection measure; any pause follows dialogue with the Commissioner and consultation with the DSL. The escalation sequence and the circumstances in which provision may be paused are set out in the **Withdrawal Policy**.

6. Devices and equipment

6.1 Every device a Learner uses for NEO provision is enrolled in NEO's device management, whoever funds it, to meet filtering and monitoring obligations under KCSIE.

6.2 For Placements: where the Commissioner funds the device, it drop-ships and self-enrols into NEO management; where NEO funds the device, it remains NEO property and must be returned within 14 days of the Placement end date, using the prepaid return packaging NEO provides. Returned devices are securely wiped. The Commissioner is liable under the PO for loss of, or unreturned, NEO-funded devices at the depreciated value stated in Schedule 2.

6.3 For Tuition Packages: Learners use their own device (BYOD) by default. Where NEO lends a device, clause 6.2 applies.

7. Attendance, cancellations and missed sessions

7.1 Timetabled live sessions are not rescheduled if missed; staffing is fixed and group learning continues. Absence is managed under NEO's **Attendance Policy & Procedures** — support-led, not punitive, reflecting the EBSNA profile of many Learners.

7.2 Tuition Package sessions may be cancelled or rescheduled without charge on not less than 24 hours' notice; sessions cancelled late or missed without notice are chargeable in full.

8. Safeguarding

8.1 NEO operates in accordance with KCSIE and its published policies, including the **Child Protection and Safeguarding Policy** (which covers NEO's duties under the Prevent duty), the **Behaviour and Regulation Policy**, the **Online Safety and Acceptable Use Policy** and the **Online Anti-Bullying Strategy**, all published in the Policy Library.

8.2 All staff delivering provision hold enhanced DBS checks (with children's barred-list checks), prohibition checks where applicable, and receive mandatory safeguarding training; a staffing matrix is available on written request.

8.3 Safeguarding escalation routes are agreed at referral. Concerns are reported to the DSL; where appropriate, to the LADO or relevant agencies. Lesson recordings are made for safeguarding, quality assurance and educator-training purposes only, are normally retained for one school term (longer only where a safeguarding reason requires it), and are never shared with any party, including the Commissioner; written or transcript-based notes are provided where session information is required.

8.4 The Commissioner shall share promptly all information reasonably necessary for NEO to keep the Learner safe, including safeguarding history, EHCP documentation and changes in circumstances.

9. Data protection

9.1 Each party shall comply with UK GDPR, the Data Protection Act 2018, the Data (Use and Access) Act 2025 and, in NEO's case, the ICO Age Appropriate

Design Code (the Children's Code). NEO's privacy notices, including a child-readable **Privacy Notice for Learners**, are published in the Policy Library.

9.2 The parties act as independent controllers in respect of Learner personal data. Each determines its own purposes and means: the Commissioner for its statutory education, SEND and safeguarding functions; NEO for the delivery of education, pastoral care, safeguarding and its own regulatory and accreditation obligations. Neither party processes that data on the other's documented instructions, and accordingly no controller-to-processor relationship, and no Article 28 UK GDPR terms, arise between the parties.

9.3 Before Learner personal data is shared, the parties shall operate a data-sharing protocol recording: the categories of data and of Learners; the purposes of sharing; the lawful bases relied on (in NEO's case Article 6(1)(e) UK GDPR, and for special category data Articles 9(2)(b) and 9(2)(g) with the relevant conditions in Schedule 1 to the Data Protection Act 2018, including the safeguarding condition at paragraph 18); the security measures applied; retention periods; and the routes for handling data subject requests. NEO's standard protocol applies where the parties have not agreed another.

9.4 Each party shall notify the other without undue delay, and in any event within 24 hours of becoming aware, of any personal data breach affecting data shared under these Terms, and shall co-operate so that either party can meet its obligations to the Information Commissioner and to affected data subjects.

9.5 Each party shall give the other reasonable assistance in responding to requests from data subjects and to regulatory enquiries. NEO handles requests touching safeguarding records in consultation with the DSL, and will not disclose information where doing so would place a person at risk.

9.6 Where NEO engages processors, including Google, it does so under written terms meeting the requirements of Article 28 UK GDPR, and remains responsible to the Commissioner for their compliance in respect of data shared under these Terms.

9.7 Where an FSA, framework or the Commissioner's own data protection schedule imposes different terms, those terms prevail to the extent of any conflict, in line with clause 2.1.

10. Intellectual property

10.1 All curriculum, lesson content and resources remain the property of Nudge Education Ltd or the relevant educator. Materials are licensed for the Learner's personal educational use only. Any FSA intellectual-property terms also apply.

11. Liability

11.1 Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot lawfully be limited, including statutory safeguarding duties.

11.2 Subject to 11.1, NEO is not liable for: technical failures outside its reasonable control; outcomes dependent on Learner engagement; or events in the Learner's home or chosen learning environment, where physical duty of care rests with the responsible adult present.

11.3 Subject to 11.1, and except for the Commissioner's obligation to pay Fees properly due, each party's total aggregate liability arising under or in connection with a Placement or Tuition Package — whether in contract, tort (including negligence), breach of statutory duty or otherwise — is limited to the greater of: (a) £100,000; and (b) the Fees paid and payable by the Commissioner for that Placement or Tuition Package in the 12 months preceding the date the claim arose.

11.4 Subject to 11.1, neither party is liable for loss of profit, loss of anticipated savings, or indirect or consequential loss.

11.5 Where an FSA or framework specifies a different limit of liability or minimum insurance level, that provision prevails in line with clause 2.1. Nudge Education Ltd maintains professional indemnity, public liability and employer's liability insurance appropriate to the provision delivered; certificates are provided on request.

12. Term, suspension and termination

12.1 A Placement continues until the end date in the PO unless ended earlier under this clause. Either party may end a Placement on one calendar month's written notice. The notice period is billed through in full.

12.2 NEO may suspend or terminate immediately where: the Learner's safety, or that of staff or other Learners, so requires (in consultation with the

Commissioner); or the Commissioner commits a material breach not remedied within 30 days of written notice.

12.3 Tuition Packages may be ended by either party on one calendar month's written notice, billed through in full.

12.4 On termination: NEO-funded devices are returned under clause 6.2; the Learner's safeguarding file transfers to the receiving setting securely, promptly and separately from the general learner file in line with KCSIE, and educational records transfer with appropriate consent; NEO provides a closing summary of attendance, engagement and progress; and fees remain payable for provision delivered and for the notice period.

12.5 The **Withdrawal Policy** sets out the full process for ending a Placement or Tuition Package, including transition support and records transfer, and applies alongside this clause.

13. General

13.1 Entire agreement. The documents in clause 2.1 constitute the entire agreement and supersede all prior discussions. Neither party relies on any representation not set out in them (without excluding liability for fraudulent misrepresentation).

13.2 Variation. No variation is effective unless in writing and signed by both parties.

13.3 Waiver. Failure to enforce a right is not a waiver of it.

13.4 Severance. If any provision is found invalid, the remainder continues in force; the parties shall negotiate a valid replacement reflecting the original intent.

13.5 Third-party rights. No term is enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone other than the parties.

13.6 Assignment. Neither party may assign without the other's written consent, not to be unreasonably withheld; NEO may subcontract delivery to appropriately vetted staff without consent, remaining responsible for their acts.

13.7 Force majeure. Neither party is liable for delay or failure caused by events beyond its reasonable control; NEO will use reasonable endeavours to maintain continuity of online provision.

13.8 Notices. Formal notices are given in writing by email (with delivery confirmation) to the named contacts, copied by post to each party's registered or principal office.

13.9 Complaints and disputes. Complaints about NEO's provision are handled under the **Appeals and Complaints Policy** and the **Complaints Policy** it incorporates; appeals about examinations and assessment are handled under the **Appeals Procedure**. A commercial dispute under these Terms is escalated first to the Director, Nudge Education Online & Head of School and a Commissioner senior officer; unresolved disputes may be referred to mediation before proceedings.

13.10 Governing law and jurisdiction. These Terms are governed by the law of England and Wales; the courts of England and Wales have exclusive jurisdiction.

Schedule 1 — The Services

Service	Description
Discovery Phase	Five weeks of two 45-minute live sessions per week with a consistent educator; interest-led project; the "Me" strand; WHO-5 wellbeing measure; Learning Passport; exit conversation. No registration fee. For Learners not yet ready for a timetable.
Small-Group Place — 12 hours	Monday–Thursday live timetable (12 hours per week); Pearson Edexcel International GCSE (iGCSE), Functional Skills and ASDAN pathways; named Practitioner-Mentor; real-time progress tracking; weekly reporting; NEO-managed device.

Service	Description
Small-Group Place — 15 hours	As the 12-hour Place, plus the Friday Cornerstones Day (15 hours per week).
Intensive Place	The 15-hour Place plus an enhanced one-to-one Practitioner-Mentor beside the Learner while they access online sessions (a blend of online and face-to-face support) and bespoke timetable adaptations.
Short-Term / Transitional Place	Any of the above for a defined shorter period (e.g. post-care, safety relocation, awaiting a school place).
Curriculum Access	Curriculum and self-paced resources for Learners with an existing Nudge Education one-to-one practitioner. Not NEO enrolment.
Tuition Package	One-to-one online tuition with a subject-specialist teacher: one subject (2 × 1 hr/week) or two subjects (4 × 1 hr/week); term time, afternoons; Learner remains on roll elsewhere; no Practitioner-Mentor.
Nudge Education practitioner (add-on)	Face-to-face practitioner support in the home or community, at the hours agreed in the Intervention Plan, delivered by Nudge Education Ltd under the same agreement.

Schedule 2 — Fees (ex VAT)

Item	Fee
Discovery Phase	£370 per five-week phase; a second phase £370
Small-Group Place — 12 hours	£40 per hour — £480 per week; invoiced monthly in advance at one-tenth of the annual fee, September to June
Small-Group Place — 15 hours	£30 per hour — £450 per week; invoiced monthly in advance at one-tenth of the annual fee, September to June
Intensive Place	£22,000 per year — £2,200 per month, invoiced September to June
Curriculum Access	£250 per year
Tuition Package	£70 per hour (one subject ≈ £140/week; two subjects ≈ £280/week, term time)
Nudge Education practitioner (add-on)	£65 per one-hour session
Registration fee	£250 per Learner per year, on the first invoice; not charged for Discovery Phase or Curriculum Access; credited on step-up from a Tuition Package to a Place
Device (NEO-funded, unreturned/lost)	Depreciated value, not exceeding £350
Examination entry fees	Payable directly to the exam-centre partner; not included above
VAT	Charged at 20% on every fee above

Schedule 3 — Examinations (private candidate entries)

NEO facilitates entries via an approved online exam-centre partner. Nudge Education Ltd holds no centre approval or registration with any awarding organisation, and does not collect exam fees. The Commissioner (or family) contracts directly with the partner for exam delivery; the partner's deadlines and awarding-body rules govern changes and refunds. Limited Learner data is shared securely with the partner for examination purposes only. NEO provides preparation, pacing and wellbeing support; results are issued to the candidate, and NEO views results only with written consent.

Venue allocation, access arrangements at venues and contingency arrangements are set out in the **Examination Venues Policy** and the **Examination Contingency Plan**. Appeals about entries, tiers, access arrangements, centre-assessed marks and post-results services are handled under the **Appeals Procedure**.