



Growing hearts and minds for the digital generation

HeadZone Group Limited

Company No. 16811269

DUNS: 234293597

Terms and Conditions

G-Cloud 15 Service Agreement

Framework: RM1557.15 (G-Cloud 15) | Lot 2b - Cloud Software

1. Definitions

Term	Definition
Buyer	The public sector organisation purchasing HeadZone services
Supplier	HeadZone Group Ltd
Service	The HeadZone emotional literacy platform
User	Any individual authorised to access the Service
Student	A child aged 5-18 accessing the platform
Staff User	Teachers, DSLs, and administrators

2. Service Description

HeadZone provides a web-based emotional literacy platform for schools, purpose-built to meet the September 2026 statutory RSHE requirement to teach about **"change and loss, including bereavement."**

The Service Includes:

Feature	Description
Age-appropriate educational content	For ages 5-18
Scripted lesson plans	Complete 12-step flow, no specialist training needed
Printable packs	Full offline materials for non-digital delivery
Student self-referral pathways	Direct pathway to DSL
DSL safeguarding dashboard	Alerts, referrals, and audit trail
Parent portal	Information and support services (opt-in)
13+ AI Reflection	Guided reflection sessions for secondary students

Educational, Not Therapeutic

The Service is **education, not therapy**. It does not provide clinical diagnosis or treatment. HeadZone teaches emotional literacy skills - the ability to recognise, understand, and manage emotions.

3. Grant of Licence

Subject to payment of fees, HeadZone grants the Buyer a non-exclusive, non-transferable licence to use the Service for the Contract Period.

The Licence Permits:

- Access by authorised staff and students
- Creation of printable materials for classroom use
- Storage of student artefacts within the platform

The Licence Does Not Permit:

- Resale or sublicensing
- Modification of platform content
- Use outside the Buyer's schools
- Bulk downloading for use outside the platform

4. Buyer Obligations

The Buyer Shall:

- Ensure accurate pupil count for pricing
- Designate a contract administrator
- Ensure staff complete onboarding
- Maintain appropriate safeguarding policies
- Report any security incidents promptly

The Buyer Is Responsible For:

- Ensuring appropriate student supervision
- Obtaining necessary parental consents
- Compliance with their own data protection obligations
- Providing IT infrastructure to access the Service

5. Supplier Obligations

HeadZone Shall:

- Provide the Service in accordance with the Service Definition
- Maintain 99.5% uptime (measured monthly)
- Process data in accordance with the Data Processing Agreement
- Respond to support requests within stated SLA times
- Provide 90 days notice of material changes

HeadZone Shall Not:

- Share student data with third parties (except for service delivery)
- Use student data for marketing
- Train AI models on student data

6. Fees and Payment

Item	Terms
Fees	As set out in the Pricing Document and Call-Off Order
VAT	All prices exclude VAT unless stated otherwise
Payment terms	Invoices payable within 30 days of receipt
Price stability	Prices fixed for the Contract Period
Renewal pricing	Confirmed 90 days before each anniversary

7. Contract Duration

Term	Duration
Minimum period	12 months
Maximum initial period	4 years (per G-Cloud Lot 2b)
Extension option	Up to 2 additional years (by mutual agreement)
Maximum total duration	6 years

8. Data Protection

Item	Details
HeadZone role	Data Processor
Buyer role	Data Controller
Governing document	Data Processing Agreement
Data location	UK only (AWS London eu-west-2)
ICO Registration	ZC029649
Certification	Cyber Essentials Plus
Student data minimisation	Nickname and class code only (no PII)

9. Liability

Liability Cap: HeadZone's total liability under any Call-Off Contract shall not exceed the **fees paid in the 12 months preceding the claim.**

Neither Party Excludes Liability For:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Any liability that cannot be excluded by law

HeadZone Shall Not Be Liable For:

- Indirect or consequential losses
- Loss of profits, revenue, or data
- Losses arising from Buyer's failure to follow safeguarding procedures

Educational Disclaimer: HeadZone does not provide therapeutic services. The **Buyer's DSL retains responsibility for all safeguarding decisions.**

10. Termination

Buyer May Terminate:

- For convenience with **30 days** written notice
- Immediately for breach if Supplier fails to cure within 30 days

Supplier May Terminate:

- With **90 days** notice if Buyer fails to cure breach within 30 days
- For **non-payment** 60 days after payment becomes overdue

11. Exit and Data Return

Day	Action
1-14	Data export provided (CSV and PDF formats)
1-28	Transition support continues
30	Access revoked
30-60	Data securely deleted
60	Deletion certificate provided

12. Insurance

Type	Minimum Coverage
Professional Indemnity	£2,000,000
Public Liability	£2,000,000
Employer's Liability	£5,000,000
Cyber Liability	£1,000,000

Provider: Hiscox (December 2025). Certificates available on request.

13. Governing Law and Disputes

These terms are governed by the laws of **England and Wales**.

Dispute Resolution:

- 1. Good faith negotiation (14 days)
- 2. Mediation (if agreed)
- 3. Courts of England and Wales

14. Annexes

Annex	Document
Annex A	Data Processing Agreement
Annex B	Service Level Agreement

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Cyber Essentials Plus: 0014417e-5293-4df8-9ea6-11f3d74ce344 | ICO: ZC029649

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