

## **Brain in Hand Individual Licence**

### Terms & Conditions

**Thank you for using Brain in Hand.** We hope you find it useful and enjoyable.

It is important that you understand and agree to the following conditions, so please ask questions if there is anything you don't understand.

To use Brain in Hand you will need to be over 18 and capable of entering into a contract or guarantee. If you are under 18 years old you will need someone over 18 years old to purchase Brain in Hand for you.

#### Use and Availability

We hope that you find using Brain in Hand helpful. The purpose of Brain in Hand's assistive technology is to help people to solve problems, make decisions, monitor and control anxiety levels and achieve goals.

The content you enter into your Brain in Hand secure website can be synchronised and accessed on your app, and you can choose to use this information any time of day in any situation. You also have access to your secure website at any time and can log in and update your content whenever you wish, as well as review your usage on the timeline on your website.

Because of the nature of the technology, a stable internet connection and adequate phone reception is required and occasional maintenance of the system must also take place. These and other factors mean that we cannot always guarantee the availability of the service, as access will depend on your own device, the environment and any maintenance required. Therefore, please be aware that occasionally there can be a delay in the content you enter into your Brain in Hand system being accessible on your device.

One of the functions of Brain in Hand is to give you access to a remote responder via the Traffic Light system, to help you keep your day on track. You may have specified a responder<sup>1</sup> from (for example) your support organisation, place of education or work, someone in your family, or they may be another appropriately qualified individual of your choosing.

As soon as you activate Brain in Hand, you will be able to notify your specified responder<sup>1</sup> of your anxiety level through pressing on one red or three consecutive amber traffic lights on your app. The alerts sent by the Brain in Hand Traffic Light system to your responder<sup>1</sup> are active 24 hours a day, 7 days a week, all year round, for the duration of your licence.

The Brain in Hand Traffic Light response is about helping you keep your day on track, it is not in any way an emergency service or substitute for dialling 999.

*1 Your specified or additional responder may be (for example) someone from your support organisation, place of education or work or another appropriately qualified individual of your choosing (such as a family member)*

**Please note: Brain in Hand accepts no responsibility for, and has no influence over, the terms and conditions (including response times, confidentiality or data protection policies) under which your specified or additional responders operate. Brain in Hand therefore gives no guarantee of a response.**

We would therefore advise that you and your specified and additional responder(s)<sup>1</sup> discuss what they will do if they receive an alert from your Brain in Hand. It may be that they respond to you by text, phone or email within a certain time period, or it may be that the alert is just to notify them that you are struggling that day.

### Payment and Duration

**If you change your mind about purchasing any element of your Brain in Hand Service package you must cancel your order within 14 days of receipt of our Confirmation Email/Letter for a full refund** (or a refund of any unused parts if you have begun using the service sooner than 14 days).

Brain in Hand service is purchased in two parts:

1) *The Brain in Hand Set-Up Sessions*

By submitting your referral form you are acknowledging that you are willing and able to pay (or are eligible to receive funding) for any **set-up sessions** specified within your referral form. If you change your mind, you can cancel your set-up session within fourteen (14) days of your Confirmation Email/Letter and we will refund your money (excluding the cost of any set-up sessions already delivered or scheduled for delivery within 24 hours of receipt of cancellation).

2) *The Brain in Hand annual licence*

By submitting your referral form you acknowledge that you are entering into an agreement to purchase an **annual Brain in Hand licence** and are willing and able to pay (or are eligible to receive funding) for this service for a full year. If you change your mind, you can cancel your order within fourteen (14) days of your Confirmation Email/Letter and receive a refund. If you choose to activate and begin using Brain in Hand within fourteen (14) days of your Confirmation Email/Letter we will refund your money, excluding the proportion of the licence used since the date of activation. *If you are paying monthly and have yet to make a licence payment we reserve the right to retain the equivalent value from any set-up payments you have already made, for this purpose.*

**Brain in Hand is an annual licence** and after the first fourteen (14) days you are required to pay for the full year of any services requested on your referral form, regardless of your level of usage. However, if you would like to cancel any aspect(s) of your Brain in Hand later than fourteen (14) days after your Confirmation Email/Letter, you must do so within the first ninety (90) days after licence activation. *Three (3) months is the minimum amount you must pay once you begin using the licence.* If you do cancel any aspect(s) of your Brain in Hand licence within the first ninety (90) days we will refund any unused portion of the licence past three (3) months for which we have already received payment from you. After the ninety (90) day point you are bound to pay for the full year's contract.

<sup>1</sup> Your specified or additional responder may be (for example) someone from your support organisation, place of education or work or another appropriately qualified individual of your choosing (such as a family member)

For clarity:

<b>Date of Cancellation</b>	<b>Services Used</b>	<b>Refund due</b>
0-14 days after Confirmation Email/Letter	None	Full refund for set-up sessions + licence
0-14 days after Confirmation Email/Letter	Set-up session(s) + licence activated	Refund for set-up sessions not used (and cancelled with more than 24 hours' notice) + pro-rata portion of licence not used
14-90 days after Confirmation Email/Letter	None	Refund of set-up session(s) and 9 months licence, if payments already received <i>Three months minimum payments are required</i>
14-90 days after Confirmation Email/Letter	Set-up session(s) + licence activated	Refund of 9 months licence, if payments already received <i>Three months minimum payments are required</i>
90-365 days after Confirmation Email/Letter	None	No refund due
90-365 days after Confirmation Email/Letter	Set-up session(s) + licence activated	No refund due.

To cancel your Brain in Hand licence or set-up sessions you must do so in writing. A cancellation form can be downloaded from [www.braininhand.co.uk/my-brain-in-hand/](http://www.braininhand.co.uk/my-brain-in-hand/) and posted to us at the address below or emailed to us at [support@braininhand.co.uk](mailto:support@braininhand.co.uk) from the email address specified on your account.

We will process all refunds within fourteen (14) days of receipt of your cancellation form.

You are expected to provide your own compatible smartphone or tablet device, which is your own responsibility, and you are expected to cover any related costs (e.g. internet connection, data usage, etc.). You will also need the use of a computer with internet access to set up your account. Full hardware and software compatibility requirements can be found at [www.braininhand.co.uk/my-brain-in-hand/](http://www.braininhand.co.uk/my-brain-in-hand/)

Brain in Hand reserves the right to terminate the use of your licence for any reason and at any time, for example, in response to inappropriate use of the service.

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## Confidentiality and Data

Your privacy is of paramount importance to us and we take data protection very seriously. To that end, your data is owned by you and you can decide who to share access with.

By entering your information onto the profile page of the Brain in Hand website you consent to its use in provision of your support by Brain in Hand in order to contact your nominated and specified third party support providers. All other aspects of your website remain private and will not be disclosed without your expressed permission. During contact, if your specified or additional responder is concerned about your wellbeing they can notify other services, as necessary, in line with their own Safeguarding policies. If the Brain in Hand team is concerned for your immediate safety they will contact your emergency contact or the emergency services as appropriate, and may notify your named Brain in Hand supporter.

All information entered onto this website will remain confidential and be used by Brain in Hand solely for support and administrative purposes within the terms of the Data Protection Act 1998. The user retains responsibility for ensuring that their personal details are accurate and up to date.

Brain in Hand may also contact you on occasion to conduct a review. Reviews help to ensure you are making the best use of your assistive technology to keep your life and learning on track. Brain in Hand staff also have access to your usage data in an anonymous state in order to ensure quality service provision, and may share this information with any funding body (with your permission) upon request, to demonstrate activity and ensure the continuation of licence provision.

Information contained within your Brain in Hand account remains confidential between you and Brain in Hand at all times. **Please note: Brain in Hand takes no responsibility for, and has no influence over, their terms and conditions (including the confidentiality of data accessed by, or the policies and procedures of, that specified responder).**

Like many software applications, Brain in Hand works by making use of the data stored on your smart phone/device and in your secure website. We therefore also recommend that to protect your data you use a code or password on your smart phone/device. If you lose your phone or smart device you can access your content again by logging in on an alternative device. If at any point you would like all your data to be deleted, you can contact Brain in Hand and instruct them to do so.

We will be asking you to help us with the evaluation of your experience of using Brain in Hand, and this will be on a voluntary basis so you can choose not to take part if you wish. This will likely take the form of questionnaires. When collating and reporting on feedback, all data and views expressed will remain anonymous unless you have specifically agreed otherwise.

Brain in Hand has attained the NHS National Network's Information Governance Statement of Compliance (IG SoC) (registration number 8HY58).

## Liability

The Brain in Hand programme is designed to help you manage your own life better, and to put you in control of what you want to do and achieve. It is not a substitute for making your own

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decisions. We do not offer advice and cannot be responsible for anything you decide to do (or not do) as a result of using Brain in Hand and related services.

We hope you enjoy using Brain in Hand and find it useful.

### Other Considerations

We hope that by using Brain in Hand you will become better at coping with things, be more confident and less anxious. This might mean you can do more on your own and be more independent.

If you can do more on your own, you may not be eligible for the same disability benefits as you are now. So, please take advice from a Benefits Advisor about what this could mean for you.

*We reserve the right to update these terms and conditions without prior notice and you can view, download and print the current version at: [www.braininhand.co.uk/my-brain-in-hand](http://www.braininhand.co.uk/my-brain-in-hand)*

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