

Brain in Hand University Edition (with the National Autistic Society Facilitation Service)

Terms & Conditions

Thank you for using Brain in Hand. We hope that 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 enter into the agreement with Brain in Hand.

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 have been linked to **The National Autistic Society Facilitation Service** to respond to your Traffic Light alerts (this element of your Brain in Hand may be provided for you within your first academic year of use only, at the discretion of Brain in Hand).

As soon as you activate Brain in Hand, you will have access to a Brain in Hand Facilitator from The National Autistic Society during the *service hours of 8am to 6pm Monday to Friday* (excluding bank holidays) through pressing on one red or three consecutive amber traffic lights on your app.

Your Brain in Hand Facilitator team will try to respond to you during service hours within 30 minutes of receiving an alert, but please be aware there is no guarantee of a response. Brain in Hand Facilitation is about helping you keep your day on track, it is not in any way an emergency

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)

service or substitute for dialling 999. You can change the method by which the Facilitation Service contacts you (phone / text / email) on your Brain in Hand website profile page.

Calls from the Facilitation Service in response to Traffic Light alerts should last no longer than 20 minutes, and text or email interactions no longer than 60 minutes per alert. If the Facilitation Service responds to an alert but receives no response for 20 minutes they will close the alert – you can reinitiate the contact by pressing a red Traffic Light.

The Facilitation Service will also contact you proactively to welcome you to the service, within the first month of Brain in Hand use to answer any questions you may have, and again (up to three times in your first year) to conduct a review and request feedback about Brain in Hand and the Facilitation Service. Reviews help to ensure you are making the best use of your assistive technology to keep your life and learning on track.

Outside of service hours you will receive an ‘Out of Hours’ text message. If you would like to speak to a Brain in Hand Facilitator once the service opens again, you will need to press one red or three consecutive amber traffic lights on your app *during service hours* (i.e. the next working day).

At the end of your first licence year (or after the first 120 days if you prefer) you can choose to link your account to an alternative specified responder¹ of your choosing *during service hours*. You can specify an additional responder *outside of service hours* at any time.

Your Specialist Trainer will discuss with you the options for linking your Traffic Light system to an alternative specified responder, and Brain in Hand will support you to do this as soon as you are comfortable doing so.

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.

We would therefore advise that you and your specified and additional responder(s) 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. By linking them to your account, you give them permission to log on in order to see your strategies and view your timeline of activity. This also allows them to comment on the timeline in the event of an alert, to share feedback with you and with The National Autistic Society Facilitators.

Payment and Duration

Brain in Hand University Edition will usually be funded by DSA for the duration of your university career (i.e. until the end of your final year of study), and licences run until August 31st each year (unless extended by prior arrangement). Please refer to your Needs Assessment Report and your Entitlement Notification (DSA2) letter from your funding body (i.e. Student Finance England) for confirmation of your entitlement to this Specialist Equipment.

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)

Brain in Hand may need to provide your funding body with (anonymised) evidence of use prior to renewing your Brain in Hand licence subscription.

Following your Needs Assessment, you should also have been recommended **Specialist AT Training** to help you set up Brain in Hand and support you to develop your first strategies.

We will need to see a copy of the first three sections of your Awarding Body Entitlement (DSA2) Letter to confirm this support. When we have received your DSA2 letter, we can allocate you a **Specialist Trainer** to help you set up Brain in Hand and support you to develop your first strategies:

- Your Specialist Training may be provided at home before you go to university, or on campus once you are there
- Your Specialist Trainer will contact you to arrange a suitable time for your first session
- Once your Specialist Training session has been arranged, we will email you a link to activate your Brain in Hand account so that you can get started together.

Please let us know if you have any needs that we should be aware of when arranging or delivering the session.

You can rearrange or cancel your Specialist AT Training sessions direct with your Specialist Trainer, or you may email us at support@braininhand.co.uk. Please give at least 24 hours notice to cancel or rearrange a Specialist Training session. Our cancellation policy can be downloaded from: www.braininhand.co.uk/university-edition-student-support/

To cancel your Brain in Hand University Edition licence or National Autistic Society Facilitation Service you must do so in writing. A cancellation form can be downloaded from www.braininhand.co.uk/university-edition-student-support/ and posted to us at the address below or emailed to us at support@braininhand.co.uk from the email address specified on your account.

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.

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/university-edition-student-support/

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.

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When you begin using Brain in Hand we will contact your University Disability or Student Support Team and your Non-Medical Help Provider to offer them information and training around the use of Brain in Hand so that they can best support you if needed. We routinely send Universities updates about the student support we deliver, and Brain in Hand can also be used within your university support sessions and your supporters may contact us. If you would prefer us to exclude your update, or not to discuss your service provision with supporters, please email us at support@braininhand.co.uk to let us know.

In addition, by entering 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 Facilitators in order to contact your specified third party support provider (e.g. your Specialist Mentor). All other aspects of your website remain private and will not be disclosed without your expressed permission.

If Brain in Hand or a Brain in Hand Facilitator is concerned about your wellbeing or safety they can notify other services, as necessary, in line with their own Safeguarding policies (a copy of which can be found on your Student Support page at www.braininhand.co.uk/university-edition-student-support/). If Brain in Hand or a Brain in Hand Facilitator is concerned for your immediate safety they will contact your emergency contact or the emergency services as appropriate and may notify your University Disability or Student Support Team or your Non-Medical help Provider.

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. We shall not supply or grant access to third parties except in the rare event of immediate concern for welfare. The user retains responsibility for ensuring that their personal details are accurate and up to date.

Brain in Hand Facilitators (and/or your specified responders¹) will have access to your website during an alert, allowing them to look back at how you have solved problems in the past and help you manage the problem at hand.

Brain in Hand staff also have access to your usage data in an anonymous state to ensure quality service provision and may share this information with any funding body 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 your Brain in Hand Facilitators at all times. **Please note: If you choose to move on from the Brain in Hand Facilitator service and/or specify a different Traffic Light Responder¹, please be aware that 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

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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 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 University Edition and find it useful.

Complaints

If you would like to make a complaint about Brain in Hand or any of our associated services please first read our Complaints Procedure and then contact us. Our cancellation policy can be downloaded from: www.braininhand.co.uk/university-edition-student-support/.

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/university-edition-student-support/

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