

Academy Organisation Services Agreement

NF UK T02 | Template version 1.1 | 24 October 2026

Template for completion and approval before individual issue. Uncompleted copies do not form an agreement. Blue bracketed fields are the particulars to enter; the clauses below contain the substantive terms.

Particulars

Client name company number and address	{{client_details}}
Order reference and term	{{order_reference}} / {{start_date}} to {{end_date}}
Courses seats and authorised users	{{courses_and_seats}}
Fees tax and payment term	{{fees_tax_payment}}
Support and access arrangements	{{support_arrangements}}
Renewal	No automatic renewal unless an express signed order states otherwise
Data schedule	{{processing_schedule_reference}}
Authorised contacts	{{client_contact}} / hello@nurseflex.co.uk

1 Service and contract

Flexero Ltd, company number 16633410, trading as NurseFlex Academy, with registered office at 3rd Floor, 86 –90 Paul Street, London, England, EC2A 4NE, and the Client identified in the Order agree the course access, seat allocation, term and fees in that Order. The agreement starts when both accept the completed Order and these terms. Any material additional service, integration or practical assessment must be expressly included; it is not implied by a catalogue listing. References to NurseFlex in the course-supplier obligations mean Flexero Ltd trading as NurseFlex Academy; staffing services remain separate.

2 Access and seats

NurseFlex grants the Client a limited right for its authorised learners and administrators to use the purchased courses and reporting during the term. The Client will allocate seats accurately, maintain user permissions and prevent account sharing. A seat may be reassigned only under the agreed order rules and must not be used to misrepresent assessment results.

3 Learning content and outcomes

NurseFlex will provide the described content with reasonable care and skill and maintain material legal or safety corrections appropriate to the course. The Client remains responsible for deciding whether a course suits a particular role, arranging required practical assessment and supervising care. Completion records describe the assessment actually performed; they do not guarantee regulatory compliance, clinical competence or successful inspection.

4 Client responsibilities

The Client will identify learners lawfully, supply necessary and accurate information, provide suitable equipment and learning time, and notify changes in administrator authority. It must not request false completion records or require NurseFlex to certify practical competence that has not been assessed. Any mandatory employer-funded training or working-time obligations remain with the person legally responsible.

5 Fees and invoicing

The Client will pay the agreed fees and legally applicable tax by the payment date in the Order. NurseFlex will identify seats, services and period on the invoice. The Client must raise a genuine dispute promptly with particulars and pay the undisputed amount on time. Additional fees require prior agreement. There is no automatic renewal or unnotified subscription charge.

6 Implementation support and availability

NurseFlex will provide the onboarding and support expressly described in the Order and cooperate reasonably to resolve access problems. Any guaranteed service level or response target applies only if stated in an accepted schedule. Planned maintenance will be notified where practicable. Material failure will be remedied within a reasonable time or lead to an appropriate fee adjustment or termination remedy.

7 Certificates and records

NurseFlex will record course participation and assessments accurately and issue certificates only under the stated course rules. The Client may access authorised workforce reporting without receiving unrelated learner records. The parties will provide a reasonable opportunity to export records before access ends, subject to lawful retention and data-protection duties.

8 Intellectual property

Course content, software and materials remain with their owners. The Client may use permitted reports and certificates for legitimate internal training and compliance purposes but may not resell, reproduce or extract the course catalogue. These restrictions do not remove statutory rights or transfer the Client's pre-existing materials to NurseFlex.

9 Data roles and security

The parties will identify their data roles by activity. Where NurseFlex processes Client learner records only on the Client's instructions, the completed processing schedule applies. Any independent controller activities must be explained separately. Both parties will restrict access, secure credentials, cooperate on incidents and avoid including unnecessary health, patient or identity records in training accounts.

10 Confidentiality

Each party will use confidential information only to perform the agreement or another lawful purpose and protect it using reasonable safeguards. Disclosure is permitted to authorised staff/advisers with a genuine need or when required by law. This does not prevent protected disclosures or regulatory cooperation. The duty continues after the term while the information remains confidential.

11 Suspension termination and refunds

NurseFlex may suspend affected access for serious misuse, security risk or material non-payment after reasonable notice where appropriate. Either party may terminate for a material breach not remedied after reasonable written notice. If NurseFlex permanently fails to supply an agreed part of the service, the Client may terminate the affected service and receive an appropriate refund of prepaid undelivered fees. Normal convenience cancellation and any agreed seat credits follow the completed Order.

12 Liability and general terms

Each party is responsible for loss caused by its own breach or negligence. No liability for fraud, death/personal injury caused by negligence or other non-excludable liability is limited. A monetary cap applies only if separately agreed. Written variations require authorised acceptance. England and Wales law applies subject to mandatory territorial rules; the parties will first seek managerial resolution without preventing urgent or statutory remedies.

Acceptance and signatures

By signing or recording an agreed electronic acceptance, each party accepts the completed particulars, clauses and attached schedules. The acceptance record must identify the exact version. This is a simple contract and is not executed as a deed.

For Flexero Ltd

Authorised name {{nurseflex_signatory}}

Signature or verified acceptance {{nurseflex_signature}}

Date {{nurseflex_signature_date}}

Other party {{counterparty_signatory}}

Capacity or authority {{counterparty_capacity}}

Signature or verified acceptance {{counterparty_signature}}

Date {{counterparty_signature_date}}