

Terms of service

Draft v1, last reviewed 8 August 2026

1. Agreement to these terms

These terms of service ("Terms") govern access to and use of Phil, a behaviour-mentoring platform for secondary schools and independent mentors, provided by [PHIL LEGAL ENTITY NAME] ("Phil", "we", "us"). By creating an account, subscribing to a plan, or otherwise using Phil, the person or establishment doing so ("you", the "Customer") agrees to these Terms. If you're accepting on behalf of a school or other establishment, you confirm you're authorised to do so.

2. The service

Phil provides a library of structured, evidence-informed behaviour-mentoring courses, tools to record and track mentoring sessions, progress and certificates, and supporting features such as pupil records, parent/carer access, and admin reporting, as described on our website and in-product. We may add, change or retire individual features over time as the product develops; we'll aim to give reasonable notice of any change that materially reduces functionality you're actively using.

3. Accounts and eligibility

- Establishment accounts: a school or other establishment subscribes under the establishment plan, nominates one named admin, and that admin invites mentors up to the seats included in the subscription. The establishment is responsible for the accuracy of information it provides and for the conduct of every account it creates or authorises under its subscription.
- Individual mentor accounts: a mentor not attached to an establishment may sign up directly under the individual plan. They are responsible for their own account in the same way an establishment admin is responsible for establishment accounts.
- You must keep account credentials confidential and tell us promptly if you suspect unauthorised access.

4. Subscriptions, fees and payment

- Establishment plan: billed annually, includes 15 seats (1 admin plus 14 mentor seats). Additional seats beyond 15 are billed as a metered addition to the subscription, prorated from the date they're added. Current published pricing applies unless a separate written agreement says otherwise.
- Individual plan: billed monthly or annually, by card only, for 1 seat. You may cancel at any time; cancellation takes effect at the end of the current billing period.
- Payment methods: the establishment plan can be paid by card (charged automatically each renewal) or by invoice, with an optional purchase order reference, on standard payment terms communicated at the time of invoicing. The individual plan is card only.
- Free pilot: where offered, a pilot period runs for a defined trial window, capped at a limited number of mentor seats and enrolled pupils, with no payment card required. Continuing past the pilot requires converting to a paid establishment plan; if you don't convert, pilot data is retained for a limited period and then deleted in line with our data retention practice.
- Late or failed payment may result in restricted access to the account until the outstanding amount is resolved, though pupil data already recorded is not deleted solely for late payment.

5. Cancellation and termination

You may cancel a subscription at any time from your account or by contacting us; cancellation takes effect at the end of the current paid term unless otherwise agreed. We may suspend or terminate an account for material breach of these Terms, including a serious or repeated breach of the acceptable use section below, after giving reasonable notice where practical to do so. On termination, we will make reasonable arrangements for you to export your data before deletion, consistent with our privacy policy and any data processing agreement in place.

6. Your data and content

As between you and Phil, the establishment (or individual mentor, where there is no establishment) owns the pupil, mentor and session data it enters into Phil. Phil processes that data as a data processor acting on your instructions, as set out in our privacy policy and the data processing agreement entered into as part of onboarding. You're responsible for having the right to enter pupil information into Phil, and for using it in line with your own data protection and safeguarding obligations.

7. Phil's intellectual property

Phil and its licensors own all rights in the Phil platform itself, and in the course content, resource packs, and other materials we author and publish into the platform (the "Phil content"). Subscribing to Phil gives you a non-exclusive, non-transferable licence to use the Phil content to deliver mentoring within your own establishment (or your own individual practice) for as long as your subscription is active, it doesn't transfer ownership, and doesn't permit redistributing Phil content outside your own establishment or reselling access to it.

Where an establishment admin or content admin creates original course content using Phil's course-builder tools, that establishment retains ownership of the original material it authored, while Phil retains ownership of the underlying platform and any Phil-authored template structure used to build it.

8. Safeguarding, what Phil does and does not do

Your establishment's admin account has visibility of session records, including safeguarding notes, across your whole establishment, not only for pupils that admin mentors directly. This is a fixed feature of the admin role, on the basis that it's typically held by a management-level member of staff, and it works by letting the admin look a record up when they choose to; it is not a notification, alert, or referral of any kind. It's your establishment's responsibility to ensure the person holding the admin account is appropriate to have this access.

9. Acceptable use

You agree not to:

- Use Phil for any purpose other than legitimate behaviour mentoring of pupils you or your establishment are responsible for;
- Attempt to access another establishment's data, or another user's account, without authorisation;
- Reverse engineer, resell, sublicense, or use Phil content outside the licence granted in section 7;
- Upload unlawful, abusive, or materially inaccurate information about a real person, beyond ordinary human error;
- Interfere with the operation or security of the service.

10. Availability and support

We aim to keep Phil available and performant, but we don't currently offer a formal uptime service level agreement (SLA), this may change as the product matures, and any SLA offered to specific customers would be set out separately in writing. We provide support by [email/support channel] during UK business hours.

11. Warranties and disclaimers

Phil is provided “as is” and “as available”. Except as expressly stated in these Terms, we don't make any warranty that the service will be uninterrupted, error-free, or fit for a particular purpose beyond what's described in our own product documentation. Phil's course content is designed as a universal, early-intervention pastoral resource and is not a substitute for specialist clinical, educational psychology, or safeguarding assessment.

12. Limitation of liability

To the extent permitted by law, Phil's total liability arising out of or in connection with these Terms is limited to the fees paid by the Customer in the 12 months before the claim arose. Neither party excludes or limits liability for death or personal injury caused by negligence, fraud, or any other liability that cannot lawfully be excluded or limited. Phil is not liable for indirect or consequential losses, or for any safeguarding outcome, which remains the establishment's own responsibility as set out in section 8.

13. Changes to these terms

We may update these Terms from time to time, for example to reflect new features or changes in law. We'll give reasonable notice of material changes to establishment admins and individual mentors before they take effect. Continuing to use Phil after a change takes effect means you accept the updated Terms.

14. Governing law

These Terms are governed by the laws of England and Wales, and any dispute arising from them is subject to the exclusive jurisdiction of the courts of England and Wales.

15. Contact

Questions about these Terms can be sent to [contact email].

Phil · structured support, real growth. This document is a working draft for planning purposes and should be reviewed by a qualified solicitor before publication.