

IMPORTANT INFORMATION

These terms and conditions govern the relationship between you and The Counselling Foundation (“**The Counselling Foundation**” or “**we**” or “**us**” or “**our**”) and set out the contract terms between us for the provision of educational and related services to students who register on one of our courses (the “**Terms and Conditions**”).

If you register on one of our courses, the teaching and educational services will be delivered by The Counselling Foundation.

These Terms and Conditions apply following acceptance of an offer of a place at The Counselling Foundation which represents the point at which the Contract is formed between you and us. If you do not wish to be bound by these Terms and Conditions, you should not accept an offer of a place at The Counselling Foundation.

1. INTRODUCTION

- 1.1 The Counselling Foundation is a company registered in England with registered number 2713806 (Registered Company No. 1014988), and its registered office is at 1 College Yard, Lower Dagnall Street, St Albans, Hertfordshire, AL3 4PA.
- 1.2 These Terms and Conditions apply following acceptance of an offer of a place at The Counselling Foundation.
- 1.3 In addition to this document, the following documents also form part of the Terms and Conditions, and you agree to observe them:
 - 1.3.1 the offer letter;
 - 1.3.2 the course prospectus relating to your course which will be sent to you with the offer letter, and subject at all times to clause 10 (Changes to Courses and Modules), as it may be updated from time to time;
 - 1.3.3 the course handbook or handbooks relating to your course which set out key information and which includes or might include an introduction to the staff, contact details, information on our policies and procedures, and further details on placements and assessments;
 - 1.3.4 to the extent applicable, any payment plan agreed between you and The Counselling Foundation other than as set out in these Terms and

Providing Counselling and Counsellor Training in Hertfordshire and Bedfordshire since 1974

Registered Office: The Counselling Foundation, 1 College Yard, Lower Dagnall Street, St Albans, Hertfordshire, AL3 4PA
Centres in Bedford, Broxbourne, Luton, St Albans and Stevenage

The Counselling Foundation is a charitable company limited by guarantee. Company number 2713806. Registered Charity number 1014988

Conditions or the offer letter,

(together the Terms and Conditions and the documents referenced in clause 1.3 make up the “**Contract**”).

- 1.4 It is important that you read and abide by the documents making up the Contract. We will always inform you directly of any material changes to the documents referred to in clause 1.3 and we will endeavour to do this before teaching starts each academic year.
- 1.5 If there is any inconsistency between any of the provisions in this document and the provision of any other document forming part of the Contract, the provisions of these Terms and Conditions shall prevail.

2. **OFFERS AND REGISTRATION**

- 2.1 By accepting an offer of a place at The Counselling Foundation, you are entering into a contractual agreement with us. Your admission to The Counselling Foundation is subject to you complying with the terms of the Contract.
- 2.2 The offer we make you is subject to you satisfying the requirements for admission as set out in the offer letter. The offer may require certain conditions to be fulfilled to be admitted to the course, and we will set out any such conditions you need to fulfil in the offer letter. If you have not fulfilled the conditions of the offer before the date notified to you in the offer letter prior to the start date of the course (as applicable), we reserve the right to terminate the offer.
- 2.3 The offer is also subject to you making the course deposit (“**Course Deposit**”) outlined in the offer letter. If you do not complete and return the signed offer acceptance form and make the Course Deposit payment within the timeframe specified within the offer letter, your offer will be deemed to lapse.
- 2.4 We may terminate or amend any offer, without liability to you, if we discover that your application contains material inaccuracies or fraudulent information or if you are found to have omitted key information from your application.
- 2.5 At our request, you will provide satisfactory evidence of your qualifications (including English language qualifications if required) before admission. Failure to provide such evidence to our reasonable satisfaction will result in the termination of your offer, the

revocation of your registration as a student of The Counselling Foundation and/or termination of the Contract. We will verify the authenticity of documentation required to evidence your qualifications prior to admission as appropriate. You must register by no later than the date noted in the offer letter. You may not be able to register and commence your course with us if you have not:

- 2.5.1 met the conditions/entry requirements set out in the offer letter; and
- 2.5.2 provided certificates/proof of qualifications obtained (if requested); and
- 2.5.3 provided confirmation of funding arrangements/payment options prior to the start of the course; and
- 2.5.4 attended and completed induction (if required).

3. **YOUR RIGHT TO CANCEL**

- 3.1 You have the right to cancel the Contract up to the date falling fourteen (14) days after you have accepted the offer (the “**Cooling-Off Period**”).
- 3.2 To cancel the Contract within the Cooling-Off Period, you must give us written notice of your cancellation by contacting training@counsellingfoundation.org. You can use our cancellation form as set out at Schedule 1 Appendix 1 (optional), but you do not have to do so.
- 3.3 If any payment (including the Course Deposit) has been made to us and you subsequently cancel the Contract pursuant to your right to cancel as set out in clause 3.1 (i.e. during the Cooling-Off Period), we will provide you (or the person who has made such payment if such payment was not made by you) with a full refund.
- 3.4 You may terminate the Contract after the expiry of the Cooling-Off Period, but in such case, you must do so in accordance with clauses 8 (withdrawal and deferral) or 10 (changes to courses and modules) of these Terms and Conditions (as applicable).

4. **YOUR OBLIGATIONS TO THE COUNSELLING FOUNDATION**

- 4.1 You agree:
 - 4.1.1 to fulfil all the academic requirements of your course in accordance with the Contract and in the course prospectus including, but not limited to, timely

submission of course work and other assignments, attendance at examinations, attendance at tutor sessions and any other such teaching forums including placements;

4.1.2 to fulfil the requirements relating to an approved placement, approved supervision, approved personal therapy, or any other requirements as set out in the course prospectus; and

4.1.3 to be a resident of and reside in the UK for the duration of your course.

5. OUR OBLIGATIONS TO YOU

5.1 We shall deliver your course with reasonable care and skill and as described in the relevant course materials provided to you (at the date of the offer letter) in all material respects.

5.2 We shall provide you with tuition and other teaching and learning support and resources associated with your course, as indicated in the course prospectus, with reasonable care and skill and we shall provide you with timely feedback on your academic work.

6. COURSE INFORMATION

Placements and Supervision

6.1 It is a condition of training of designated courses that you are accepted in an approved placement with a counselling agency, which aims to provide you with relevant experience of providing counselling. It is your responsibility to find and arrange a suitable placement. If you apply to undertake an external placement with an external agency, you will be responsible for seeking and securing approval from The Counselling Foundation, and will be responsible for the costs of securing an external placement.

6.2 Where your course includes access to an internal placement or supervised internal placement in the counselling service of The Counselling Foundation, such access will be subject to you (i) entering into a placement agreement, (ii) a confidentiality agreement in relation to counselling clients and (ii) complying with our applicable policies and procedures and expected standards/protocols of conduct appropriate to our counselling services. For the avoidance of doubt The Counselling Foundation is not obliged to provide an internal placement or internal supervision.

- 6.3 Whilst The Counselling Foundation may provide you with an internal placement, we cannot guarantee the flow of counselling clients, clinical hours, nor guarantee that you will obtain the required minimum level of clinical hours within the required timeframes.
- 6.4 In connection with placement, there also needs to be appropriate clinical supervision. Students with a clinical placement are required to attend regular group supervision throughout the academic year, and until such time that all course requirements are completed. Attendance at supervision is mandatory and must meet the guidelines and requirements of the BACP code of ethics and practice. Supervision can be held internally at The Counselling Foundation in group supervision or with an approved external supervisor, as agreed depending on the course concerned. Whilst we will seek to take into account your preference, we cannot guarantee that your preference for internal supervision times and locations will be met and we may require you to attend supervision sessions at any of our venues, or at a venue specified by an external supervisor. Although any external supervision needs to be approved by us, arrangements and costs for external supervision will be your responsibility.
- 6.5 Whilst enrolled on any of our courses, you shall not enter into any private supervision arrangements without our approval (any such approval to include entering into appropriate arrangements between you, the supervisors and us) where the supervision relates to a client of The Counseling Foundation and/or the supervision and/or placement concerned is intended to contribute to meeting course requirements.
- 6.6 Where you undertake an external placement or external supervision with an external agency, we make no warranty, express or implied, in relation to this, nor do we take responsibility for the conduct of that external agency, or for the terms and conditions that they require you to fulfil. You are responsible for taking such steps and making such enquiries as you see fit to satisfy yourself that you are content with the external placement and/or external supervision.
- 6.7 Further details on external placements and external clinical supervision known to us that meet our criteria can be provided on request.

General Course Requirements

- 6.8 Where indicated in the course prospectus or otherwise, it is a condition of training that you remain in personal therapy for the duration of your course until you have been

awarded, with a counsellor or therapist that meets our criteria.

- 6.9 On some courses, students will be expected to attend a personal development group or process group. By accepting a place on a designated course, you are considered to give your informed consent to participate in a personal development or process group. Further details on what to expect from the personal development or process group can be found in the course handbook.
- 6.10 Whilst the teaching programme for your course takes place over the stated number of academic year(s), the clinical practice and academic coursework elements of the training may take longer. In order to complete the training, you must complete the mandatory clinical requirements. Further details on the mandatory clinical requirements can be found in the course handbook.
- 6.11 A condition of your placement is that you must have an up-to-date disclosure barring service (“**DBS**”) check in a form and with an outcome that is satisfactory to The Counselling Foundation. It is your responsibility to arrange the provision of a relevant DBS check. Only those applicants that obtain satisfactory DBS approval can work with clients. Applicants that fail to obtain DBS approval will not be able to continue training.

7. FEES AND FUNDING

- 7.1 The fees applicable to your course and information in relation to how to pay for your course, or for modules within it (including payment options), are set out in the offer letter.
- 7.2 An application deposit is payable by all applicants on designated courses that apply for an offer of a place on a course at The Counselling Foundation (“**Application Deposit**”). By paying the Application Deposit, you acknowledge and accept that this covers our reasonable administrative costs in assessing and processing your application. Details of the Application Deposit (where relevant) is set out in the course prospectus or course application form. The Application Deposit shall be non-refundable unless we are unable to offer you a place on a course that you applied for. For the avoidance of doubt, if we have offered you a place on the course you applied for, but you subsequently do not accept the offer, the Application Deposit shall be non-refundable.
- 7.3 Depending on the course you have applied for, you may be required to pay a Course Deposit which will be in addition to and separate to the Application Deposit. Details of the

Course Deposit and when it is payable are set out in the course prospectus or offer letter. By paying the Course Deposit, you acknowledge and accept that this covers our reasonable costs in securing a place for you on one of our courses.

- 7.4 Your fees may include, where set out in the course prospectus and/or offer letter, access to an internal placement and/or access to internal group supervision at The Counselling Foundation. In the event that The Counselling Foundation does not have or ceases to have sufficient capacity, places or availability to (or does not otherwise) provide such internal placement and/or internal supervision, an appropriate adjustment to your fees will be made, based on the fees for placement and supervision provided in the course prospectus or offer letter, on a pro rata basis over the course of the academic year. The Counselling Foundation will notify you as soon as possible in the event we are unable to provide such internal placement or internal supervision and will use reasonable endeavours to assist you in finding an alternative external placement or external supervision (but is not obliged to find you any such external placement or external supervision).
- 7.5 From time to time, The Counselling Foundation may (but is not obliged) to provide a limited number of discretionary bursaries. In the event that you apply and are eligible for and are awarded any such bursary, the fees set out in the offer letter will be adjusted accordingly as set out in the offer letter or any bursary award letter.
- 7.6 In the event that you require additional time to finish your studies or your internal placement or internal supervision, beyond the allocated time for the course/placement/supervision, The Counselling Foundation will be entitled to charge additional fees, for example in the event that obtaining clinical hours on an internal placement or finishing academic studies extends beyond the relevant academic year. Any such additional fees will be shown in the course prospectus, the offer letter or as otherwise notified in advance.
- 7.7 Your course fees include the undertaking by us, on your behalf, of one DBS check (a new DBS is normally applicable for up to 3 years) but does not include further DBS checks or the costs of the DBS update service.
- 7.8 There will or may be additional costs relating to your course which you agree to pay to The Counselling Foundation or to a relevant third party (as appropriate). Additional costs may include, but are not limited to costs relating to external personal therapy, any

external placement or supervision, any supervision requirements over and above the level of supervision provided as part of your course, travel to and from and parking at our locations and external placements, professional body memberships, computers, mobile phone, Wi-Fi, data, telecommunications, textbooks, a second, subsequent or updated disclosure and barring service check and any subscription to the update DBS service.

- 7.9 If you accept any offer, you agree to pay all fees and additional costs that are payable to us as and when they fall due, in accordance with the payment terms agreed by you and us. For courses of one year or more, an annual course fee is payable. All annual course fees must be paid in full before proceeding to the next academic year of your training.
- 7.10 Where paying by instalments, you are required to make the arrangements for these instalment payments and/or provide relevant information and confirmations to us to make the necessary arrangements at least one month before the course starts. Please plan for sufficient funds for the entire period of your studies.
- 7.11 If payment of fees is not received by us by the due date, we may charge interest on any balance outstanding at the rate of 3% above The Bank of England's base rate.

Funded Students

- 7.12 Our training courses are not currently eligible to be registered for government-based student funding. If your fees are being funded by a third party, proof of the funding body's acceptance of funding for the fees, together with the extent of funding provided must be received by The Counselling Foundation prior to the start of the course.
- 7.13 If a third-party sponsor (for example an employer) has agreed to pay all or part of your fees, you remain primarily responsible for the payment of the fees, and you should make arrangements to ensure that the fees have been paid by your third-party sponsor. We reserve the right to demand payment from you in the event the relevant third party sponsor fails to make payment after payment becomes due.
- 7.14 Should the funding available to you not be provided or not cover the full extent of the fees payable, payment of the balance of the fees must be received by The Counselling Foundation when due, as detailed in the offer letter. If the fees are not paid as and when they fall due, then The Counselling Foundation reserves the right to charge interest on late payment and/or terminate your registration.
- 7.15 Where the payer of your fees is an individual and not a formal sponsor / external

corporate body, then there must be a known evidenced relationship between you and the payer.

- 7.16 For compliance purposes, The Counselling Foundation may require you to provide further information about the third party paying your fees including but not limited to the payer's date of birth, full residential address, relationship to payer, and the source of funds. You will be required to provide such information upon The Counselling Foundation's reasonable request and without delay.

Self-Funded Students

If you are funding your studies yourself, full payment of the fees for your course must be received in cleared funds by The Counselling Foundation either (1) in accordance with the arrangements for payment by instalments set out in the offer letter; or 2) in full prior to the start of the course (these options will be detailed in the offer letter). If the fees are not paid in accordance with one of the payment options set out in the offer letter on the due dates, then The Counselling Foundation reserves the right to terminate your registration.

General

- 7.17 Fees are due for each full academic year of attendance. If you attend only part of an academic year, you may still be charged the full-year rate. You may be entitled to a refund in accordance with the terms of clause 8.
- 7.18 Fees for the first academic year of the course will be set out in the offer letter.
- 7.19 If we choose to increase your fees, we will be doing so for one or more of the following reasons:
- 7.19.1 further investment in The Counselling Foundation's estate/facilities;
 - 7.19.2 to reflect additional external validation or accreditation costs (as applicable);
 - 7.19.3 enhancing the quality of the student learning experience; and/or
 - 7.19.4 to cover inflationary rises in costs.
- 7.20 Fees for subsequent years of your course may therefore be different from those set out in the course prospectus or offer letter (including fees in relation to placement, supervision and finisher fees). We shall notify you as soon as possible in writing if we intend to increase your fees. Such notice will include summary information of why The

Counselling Foundation is intending to increase your fees.

- 7.21 If you are unhappy with the increase in fees, you may withdraw from the course without incurring any liability to us for the increased fees, provided notice is given to The Counselling Foundation prior to the start of the academic year to which the fee increase relates, in accordance with clause 8.2. You will however remain liable for any and all outstanding fees prior to your withdrawal. If you withdraw from the course because you do not wish to pay the increased fees, but withdraw after the commencement of the academic year to which the increased fees relate to, you will remain liable for fees in accordance with clause 8.5.
- 7.22 The Counselling Foundation accepts no liability for bank or card charges incurred by you, you must pay the full fees stated without any deductions.
- 7.23 If you take a break from your studies or otherwise defer your course or you are required to repeat part or all of your course, the fees charged will be the fees payable for the year that you return to your course or that you repeat (as applicable).
- 7.24 You are responsible for knowing the exact source of funding of your fees and any applicable VAT or equivalent sales tax.
- 7.25 Where unauthorised funds are received into The Counselling Foundation's bank account, or where you fail to provide satisfactory information about the payer, then for compliance reasons (including in relation to the Proceeds of Crime Act 2002), The Counselling Foundation may return funds back to the payer, and you will be required to make alternative payment to The Counselling Foundation immediately. Any return of funds may potentially result in a financial loss to you and / or the payer due to currency exchange losses and / or bank handling fees for which The Counselling Foundation shall accept no responsibility.
- 7.26 Where a debit or credit card payment received by The Counselling Foundation is subsequently disputed by the cardholder and we agree to return the funds back to the payer, if there is a fee balance owing, you will be required to make payment to The Counselling Foundation immediately.
- 7.27 If you fail to pay your fees as and when they fall due, we reserve the right to terminate you from your course (without further liability to you) and seek to recover any debts. You may not be allowed to register on your course or, if you have registered, your registration

may be suspended or revoked entirely should your fees remain outstanding after the deadline. If your registration is suspended or revoked, you will be prohibited from attending any premises of The College Foundation and you will not be permitted to sit examinations, submit assignments, attend classes, placements, supervision or access student records. If you do not pay your fees, we reserve the right to refuse progression to subsequent years of study relevant for your course or withhold your results and course certificates or accreditations.

- 7.28 Any claims for refunds will be processed in accordance with these Terms and Conditions. In the event any refunds are due, these will be payable in accordance with the original payment method (for example, directly to you if the fees are self-funded, or to a third-party sponsor/funding body).

8. **WITHDRAWAL AND DEFERRAL**

- 8.1 You may withdraw from The Counselling Foundation and terminate your registration and the Contract at any time. On withdrawal from the course, in accordance with this clause 8, you will remain liable to pay your fees and any other amounts due, unless we have agreed to refund any fees to you pursuant to clause 8.4.
- 8.2 To withdraw from The Counselling Foundation, you must give notice in writing to training@counsellingfoundation.org. Notice shall take effect on receipt. Before giving formal notice of withdrawal or deferral, we would encourage you to first discuss it with your Programme Tutor (although there is no obligation to do so).
- 8.3 For the avoidance of doubt, “**Withdrawal**” is to leave the course for reasons other than those related to clauses 7.21 (increased fees) or clauses 10.1 to 10.16 (changes to courses and modules), without the intention of returning in the future. “**Deferral**” is leaving the course during an academic year and intending to return in the next academic year. Deferral is normally only permitted for one academic year.
- 8.4 In the event of your Withdrawal or Deferral after the Cooling-Off Period but prior to the course start date (as set out in the offer letter), you will remain liable for 1/3 of the fees relating to your course (or for 1/3 of the annual fees, for a course that covers more than one year).
- 8.5 In the event of your Withdrawal or Deferral on or after the course start date (as set out in

the offer letter), you will remain liable for:

- 8.5.1 fees for sessions and/or training (including for supervision and/or placement, where relevant) that has taken place prior to your Withdrawal or Deferral (calculated pro rata based on the number of sessions/training weeks (and/or number of supervision or placement weeks, where relevant) of the course that have taken place and the total number of training weeks on the course (which will typically be 30 weeks for tuition) (and/or total number of supervision and/or placement weeks, where relevant); and also
- 8.5.2 1/3 of the course fees (including supervision and/or placement fees, where relevant) or, where the course extends for more than one year, 1/3 of the annual fees relating to your course (unless Withdrawal or Deferral is within the last 1/3rd of the course (or within the last 1/3rd of the year, where the course extends for more than a year) in which case you will remain liable for the course fees attributable to the remainder of the course or, for a multi-year course, attributable to the remainder of the year).

9. OUR RIGHT TO TERMINATE

- 9.1 The Counselling Foundation may terminate your offer and/or terminate your Contract for your course if:
 - 9.1.1 you do not pay your fees (or procure payment of your fees) in accordance with these Terms and Conditions and the offer letter;
 - 9.1.2 you have failed to meet the conditions of your offer (as applicable);
 - 9.1.3 you do not fulfil the requirements of the course, including for example the requirement to obtain a placement and supervision and personal therapy;
 - 9.1.4 you fail to register for your course at the beginning of the academic year in accordance with these Terms and Conditions;
 - 9.1.5 you have provided false, incomplete, inaccurate or misleading information in your application to The Counselling Foundation or at any other time;

- 9.1.6 you fail to provide satisfactory evidence of your qualifications before admission;
 - 9.1.7 you fail to return after a period of Deferral;
 - 9.1.8 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide our courses;
 - 9.1.9 your attendance, progress or behavior is unsatisfactory in our reasonable opinion;
 - 9.1.10 you are in persistent or serious breach of the British Association for Counselling and Psychotherapy ("**BACP**") Ethical Code;
 - 9.1.11 you fail to read, accept and adhere to, or are in persistent or serious breach of our policies and procedures (as amended from time to time);
 - 9.1.12 your continued tuition is likely to cause harm to you or to others;
 - 9.1.13 the continuation of your training is not in the best interests of you, us, our clients or your colleagues;
 - 9.1.14 the Counselling Foundation considers that you are not fit to study (including without limitation where your health is at risk, where you are deemed sufficiently unsafe or your conduct is unsatisfactory); and
 - 9.1.15 you fail to comply with your obligations under these Terms and Conditions in any material respect.
- 9.2 The Counselling Foundation will not terminate the Contract without good cause and consultation with you. We will not be liable for any loss or damage which you may suffer resulting from us exercising our right to terminate the Contract. Depending on the circumstances, we may also be entitled to take legal action against you.
- 9.3 On termination of the Contract by The Counselling Foundation, you are liable for any outstanding fees for the academic year and any other amounts due. The Counselling Foundation may at its discretion refund all or part of the fees and/or waive your liability for future fees.

10. CHANGES TO COURSES AND MODULES

- 10.1 The Counselling Foundation makes every effort to ensure that the information provided to you about your course is correct, and that we do not omit telling you about important information that might affect your decision to study with us. Due to the time period between the course prospectus publication and registration on your course or otherwise, circumstances may change (including due to factors beyond our reasonable control) and therefore it may sometimes be necessary to vary the content of the course or modules or services (including mode of delivery), or cancel a course altogether. We will use reasonable endeavours to ensure that changes are kept to a minimum, but if we need to make any material changes to your course (as described in the offer letter and/or relevant course prospectus) before you register at The Counselling Foundation, we shall notify you of the changes as soon as possible and you shall have the rights outlined in this clause 10 of these Terms and Conditions.

Withdrawal of your course prior to course start date

- 10.2 We will use all reasonable endeavours to deliver all courses as described in the relevant course prospectus (at the date of the offer letter). However, The Counselling Foundation may, in some circumstances, be required to cancel or postpone the start date of the course, for example (without limitation): if there are insufficient registrations, where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision cannot be provided, or as a result of Events Outside our Reasonable Control (as defined below).
- 10.3 If you have received an offer for any course which The Counselling Foundation discontinues prior to you starting the course, The Counselling Foundation will notify you as soon as possible and will take reasonable efforts to provide a suitable replacement course for which you are qualified, where such a suitable course exists.
- 10.4 If you do not wish to take up the replacement course provided by The Counselling Foundation or, if we are unable to provide a suitable replacement course, you may terminate the Contract and withdraw from the course without any liability for fees (even if the cancellation period referenced in clause 3.1 of these Terms and Conditions has expired).
- 10.5 If you agree to transfer to such other course as may be offered to you by

The Counselling Foundation (and for which you have the requisite qualifications), you will be liable for any variation in fees (tuition and any additional cost) between the original course (which is no longer available to you) and the replacement course you have agreed to transfer onto. This may result in you being required to pay more or less for your replacement course than for your original course of study.

Course changes between offer acceptance and course start date

- 10.6 During the period between you accepting the offer and your course start date, where there is no material detriment to you, The Counselling Foundation reserves the right to vary minor and/or material elements of your course from that described in the offer.
- 10.7 Minor variations may include changes of module title, changing a module from compulsory to optional and assessments within modules as well as minimal variations to module content.
- 10.8 Material variations include changes to the title of a course, changes to the educational purpose of a course and changes to the mode of delivery, location, dates or timing of a course, including if there are insufficient registrations, where a key member of staff is no longer available (e.g. through illness or resignation) or where teaching at our locations becomes unavailable due to Events Outside our Reasonable Control. Changes to the availability of optional modules, or changes which are to students' benefit will not normally be considered "material".
- 10.9 Such minor and material variations will be made to improve the quality of educational services; to meet the latest requirements of a commissioning or accrediting body; in response to student feedback; to respond effectively to, or as a result of academic staffing changes, a lack of student demand for certain modules or for the course; operational or academic changes; in order to comply with law, regulation or Government guidance; or as a result of Events Outside our Reasonable Control.
- 10.10 The Counselling Foundation will use all reasonable endeavours to ensure that changes are kept to a minimum, but if we are required to make any material changes to the terms of the Contract or your course (as described in the offer letter) before your course start date, The Counselling Foundation will bring these to your attention as soon as possible.
- 10.11 If:
 - 10.11.1 the proposed change is material to your course of study and prejudicially affects

you; or

10.11.2 you do not wish to take up the amended course provided by us; or

10.11.3 if we are unable to provide a suitable replacement course,

you may terminate the Contract and withdraw from the course without any liability for fees (even if the cancellation period referenced in clause 3.1 of these Terms and Conditions has expired).

Course changes after course start date

- 10.12 The Counselling Foundation will notify students and undertake suitable consultation with students (if possible) where it proposes to make a change to your course that materially changes the outcomes of, or a large part of, your course which may include (without limitation): the nature of the accreditation, the manner in which the course is delivered (that is, the mode of delivery of your course including where teaching at the locations becomes unavailable as a result of Events Outside our Reasonable Control) or the location, date and timing of the course or a material change to the curriculum or changes required by law, regulation or by an accrediting body. Changes to the availability of optional modules, or changes which are to students' benefit will not normally be "material"
- 10.13 If The Counselling Foundation makes such a material change which you reasonably believe will prejudicially affect you, you may either terminate the Contract and withdraw from the course without any liability to us for future fees, or transfer to such other course (if any) as may be offered to you by The Counselling Foundation and for which you have the requisite qualifications. You will remain liable for any fees incurred up to the date when the Contract terminates. Your liability for fees will be calculated in accordance with clause 8.5 above.

Withdrawal of a course after course start date

- 10.14 If after you have started the course, The Counselling Foundation is forced to discontinue your course as a result of an Event Outside our Reasonable Control or other significant reasons which may include (without limitation): insufficient student registrations, financial viability of the course, changes in relevant laws and regulatory requirements or where we cannot guarantee the delivery of a high-quality academic course and/or student experience, we will notify you as soon as possible.

10.15 In such a circumstance, The Counselling Foundation will use reasonable endeavours to transfer you to a suitable replacement course for which you have the requisite qualifications, where such a course exists.

10.16 If you are unhappy with the replacement course provided by us or if we are unable to provide a suitable replacement course, you may terminate the Contract and withdraw from the course without incurring any liability for future fees.

Support in finding an alternative course

10.17 Only if you choose to terminate the Contract and withdraw from your course in accordance with this clause 10 of these Terms and Condition, and only if you so request from us when terminating the Contract, The Counselling Foundation will use reasonable endeavours to assist you in finding an alternative comparable course with a comparable education provider in the UK (but will not be obliged to find you any such course).

11. ONLINE PROVISION OF ANY PART OF THE COURSE

11.1 We will deliver course content in a classroom setting and/or via an online platform. Save in respect of online-only courses, our preference is to deliver course content in a classroom setting, but some courses include an element of online delivery and it may not always be possible to provide face to face delivery. It shall therefore be our decision (acting at our sole discretion) as to how such course content is delivered and you hereby acknowledge and accept that some/all of the content of your course may be delivered via an online platform (and not in a classroom setting). If, and to the extent that any part of the course is delivered online as per the offer letter/course prospectus or otherwise as we determine, or if we are forced to move to an online delivery mode due to Events Outside our Reasonable Control (defined below) then the following provisions of this clause 11 shall apply.

11.2 If any part of the course is delivered online, it shall be delivered using The Counselling Foundation's virtual learning platform. When you register to access our virtual learning platform for the first time, you may be required to accept the platform's terms of use. We will provide you with information on how to access the virtual learning platform prior to commencement of the course.

11.3 You will only be allowed to use the content of the virtual learning platform for your own

personal learning and will not be allowed to adapt it, or use it for any other purpose other than your own learning in relation to your course. You are not permitted to distribute any content to anybody else or to use the virtual learning platform for any other purpose.

- 11.4 The costs of any equipment and internet access required for the online provision of any part of your course is not included in the fees and this will be your responsibility. You will also be responsible for checking any materials, equipment and other devices intended to be used for the online provision of any part of your course is compatible with the specification requirements of the course.
- 11.5 The Counselling Foundation will use reasonable endeavours to provide online delivery of any part of your course (as may be required) but cannot guarantee uninterrupted, timely or error-free availability or that defects will be corrected. The Counselling Foundation reserves the right to suspend access to the virtual learning platform for the provision of online delivery of any part of your course for the purposes of scheduled or emergency maintenance, repairs, or upgrades to improve the performance or functionality of the virtual learning platform. The Counselling Foundation will use reasonable endeavours to provide you with reasonable notice in the event of any suspension or withdrawal of the virtual learning platform of which The Counselling Foundation is aware. Providing The Counselling Foundation has complied with the provisions of this clause 11.5, we will not be held responsible for any technical problems you encounter following the provision of online delivery of any part of your course, and accept no liability to the extent there are errors, defects, interruptions and periods of suspension relating to the virtual learning environment.
- 11.6 You should keep separate copies of any work uploaded to the virtual learning platform as part of the provision of online delivery for any part of your course. To the extent permitted by law, The Counselling Foundation accepts no liability whatsoever for any loss, destruction or corruption of data or content uploaded to the virtual learning platform.

12. **LIABILITY**

- 12.1 Subject to the remainder of this clause 12, The Counselling Foundation (including its staff and/or representatives) shall have no liability to you for any loss, damage, costs or expenses arising under or in connection with the Contract except where such loss or damage is directly caused by The Counselling Foundation (or its staff or representatives).

The Counselling Foundation shall not be liable for any loss or damage which was not foreseeable. Losses are foreseeable if they are an obvious consequence of The Counselling Foundation's breach of the Contract.

- 12.2 Where such loss or damage is directly caused by The Counselling Foundation (or its staff or representatives), our liability shall, subject to clause 12.5, be limited to 100% of all fees payable by you to The Counselling Foundation.
- 12.3 While we take reasonable care to ensure the safety and security of students at our locations, we cannot accept responsibility and expressly exclude liability for loss or damage to your personal property (including but not limited to computer and IT equipment, software, bicycles and vehicles), including any financial or other consequential loss where such loss or damage is a result of theft, fire, flood, computer virus or any cause related to our computer facilities, or any other cause, except where such loss or damage is caused by our negligence (in which event clause 12.2 applies). It is recommended that you insure personal property against such risk of loss and damage.
- 12.4 We shall not be held responsible for any injury to you, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of The Counselling Foundation.
- 12.5 Notwithstanding any other provision in the Contract, nothing shall exclude or restrict The Counselling Foundation's liability for death or personal injury resulting from its negligence or fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

Liability for Events Outside Our Reasonable Control

- 12.6 The Counselling Foundation will do all that it reasonably can to provide the course as described in the course prospectus or other documents issued to you by The Counselling Foundation. Despite taking all reasonable steps to prevent them occurring, and to mitigate their impact, Events Outside our Reasonable Control (as defined below) may mean that we are not able to provide your course.
- 12.7 We shall not be liable to you in any manner whatsoever for any failure or delay, or for the consequences of any failure or delay, in performance of our obligations under the

Contract, if such failure or delay is due to any event outside our reasonable control (including, but not limited to strikes, lockouts or other industrial action, acts of God, severe weather, natural disasters, pandemic or epidemic (excluding Covid-19), quarantine or widespread illness, war, protest, riot, civil disorder or unrest, fire, explosion, an actual, suspected or threatened act of terrorism, national emergencies, any restrictions imposed by government or public authorities, breakdown of plant or machinery, actions or default of placement providers or default of suppliers or sub-contractors) ("**Events Outside our Reasonable Control**").

- 12.8 We would normally expect such Events Outside our Reasonable Control to be short term. In such circumstances, we shall take reasonable steps to minimise any disruption to students, which may include (but is not limited to) the following:

- 12.8.1 rescheduling course teaching;
- 12.8.2 changing elements of the course to enable us to deliver; and
- 12.8.3 changing the delivery method or delivery location of the course.

- 12.9 If an Event Outside our Reasonable Control occurs for a continued period of six (6) weeks or more, then you will be entitled to defer your place on the course until the next academic year. If you do not wish to defer your place on the course, you may terminate the Contract and withdraw from the course without any liability for future fees (i.e. fees relating to parts of the course that you have not yet received teaching for), providing we are unable to deliver the educational services and/or deliver the learning outcomes that were agreed as part of the Contract. You will remain liable for fees for parts of the course that you have received teaching for up to the point of withdrawal.

13. **INTELLECTUAL PROPERTY**

- 13.1 "**Intellectual Property Rights**" means any patent, rights to inventions, copyright and related rights, performers' property rights, trademarks, trade names, domain names, rights in get-up/trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information, and other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of and rights to claim priority from, such rights

and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

13.2 Any Intellectual Property Rights solely developed by you during your course of study at The Counselling Foundation shall be owned by you.

13.3 By registering on a course, you authorise The Counselling Foundation and any associated company to publish materials relating to your course of study with us in all territories for the purposes of publicity and promotion without restriction.

14. DATA PROTECTION

14.1 We will process your personal data in accordance with the General Data Protection Regulation (GDPR) and our [GDPR Privacy Policy](#) which can be located on our website. We may share your personal data with third parties, which we will do in accordance with our GDPR Privacy Policy on data protection.

14.2 After you complete your course and so far as we are legally entitled to do so, we will retain basic registration details, any discipline records, your address, appropriate financial and contractual information, any information that may be required in relation to matters that are still outstanding and any other appropriate information.

15. COMPLAINTS

If you have a complaint about us, please contact training@counsellingfoundation.org. Our complaints policy can be found in the course handbook.

16. GENERAL

16.1 The Contract constitutes the entire agreement between you and The Counselling Foundation and supersedes all previous agreements between you and The Counselling Foundation, whether written or oral.

16.2 The Contract is personal to you, and you may not transfer any of your rights or obligations under the Contract to another person.

16.3 The Contract is between you and us and no other person shall have any rights to enforce any of its terms.

- 16.4 Each of the provisions of these Terms and Conditions operate separately. If a court decides that any of them are unlawful the remaining provisions will remain in full force and effect.
- 16.5 If we do not insist immediately that you do anything that you are required to do under these Terms and Conditions, or we delay in taking steps against you in respect of your breaking of the Contract, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date.
- 16.6 Any notice given under the Contract shall be in writing (which includes email). We shall send any notice to you either to your home address, by email or by text message to the number you provided at registration. Unless otherwise stated in these Terms and Conditions you must send any notices by email to training@counsellingfoundation.org.
- 16.7 The Contract and any dispute or claim arising out of or in connection with it shall be governed by English law and you can bring legal proceedings in the English courts. If you live in Scotland, you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in either the Northern Irish or the English courts.

APPENDIX 1

CANCELLATION FORM

Cancellation Form

Name of Course:

Course Code (where relevant):

Confirmation of Details

1. Full name:
2. Address:
3. Postcode:
4. Country:
5. Email Address:
6. Date of registration:
7. Student number (if issued):
8. Have you paid any fees or deposits (as applicable)? If yes, please provide details:
9. Date of payment for fees or deposits (as applicable):
10. Method of payment for fees or deposits (as applicable):

Confirmation of cancellation

To The Counselling Foundation:

I hereby give notice that I wish to cancel my contract for the supply of educational services for the above-named course.

Providing Counselling and Counsellor Training in Hertfordshire and Bedfordshire since 1974

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Centres in Bedford, Broxbourne, Luton, St Albans and Stevenage

The Counselling Foundation is a charitable company limited by guarantee. Company number 2713806. Registered Charity number 1014988

Signature (if form being sent by post):

Date:

Return form to:

Email: training@counsellingfoundation.org

Postal address:

Training Department

The Counselling Foundation

1 College Yard

Lower Dagnall Street

St Albans AL3 4PA

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