



The Academy: S.P.A.C.E.

Sheffield Psychotherapy and Counselling Education

Terms and Conditions

These terms and conditions apply from 1 July 2016.

1. Definitions

The terms below shall have the following meanings in these terms and conditions:

The Academy: SPACE is, hereinafter referred to as The Academy

Academic year: a calendar year from 1 August in one year to 31 July in the next year.

Enrolment: the process for formally registering your participation/continued participation in a programme. Enrolment gives you access to the programme and related services (e.g course materials, tuition etc).

Fees: charges levied by The Academy for the provision of programmes/services to students. These include tuition and additional costs required for the programme/services such as clinical supervision.

Programme: a course of study.

Prospective student: a person who has accepted a place at The Academy, conditionally or unconditionally, and who has not yet enrolled for their first academic year.

Services: educational services and facilities, which at its sole discretion are provided by The Academy for students

Student(s): those who are pursuing a programme as an enrolled student of The Academy.

Terms and conditions: refers to the terms and conditions contained in this document.

2. Contract information

A contract is formed between you and The Academy when you accept the offer of a place on a course. By accepting a place you are agreeing to be bound by the terms and conditions. It is therefore important that you read and understand them. The contract will expire, subject to provisions below related to early termination, on the completion of your Programme, whether or not you are conferred with an Academy: SPACE award.

3. Admission to The Academy: SPACE

3.1 Consideration of applicants

All applications for a place at The Academy are considered on their merits in the context of the guidance supplied by The Academy and special requirements as set out in clause 3.2. All prospective students will be required to declare unspent criminal convictions. The requirements stated in information for prospective students may be varied from time to time without notice where it is reasonably considered by The Academy to assist in the proper delivery of education. The Academy is not obliged to provide reasons for its decisions in relation to applications.

3.2 Special requirements

Students of Academy: SPACE programmes must comply with certain requirements.

1. Some are a condition of a prospective student obtaining their place at The Academy
2. Others continue throughout the period of the programme.

Special requirements are those imposed by law, accrediting or professional bodies, or other third parties (e.g. placements). There may be a requirement for a check of criminal convictions (via the Government Disclosure and Barring Service) and medical examinations, particularly with reference to practice

placements. There is also a requirement for Diploma students to take professional body membership. Certain standards of behaviour and attendance requirements apply. You will be advised of any current special requirements that apply to your programme. Variations or new special requirements may be introduced by The Academy from time to time without notice to prospective students or students if they are required by a third party or by law, or where it is reasonably considered by The Academy, to assist in the proper delivery of education. Failure to comply with any special requirements may result in termination of your contract, so you may be prevented from beginning, or you may be required to leave, your programme and The Academy.

3.3 Conditional offers

Some offers of a place may be conditional on you fulfilling certain requirements, academic or other, which will be stipulated when the offer of a place is made. If you fail to meet any such requirements to the reasonable satisfaction of The Academy, the contract between you and The Academy shall, unless The Academy agrees otherwise, automatically come to an end and both parties shall be in the same position as if they had never entered into any contract.

4. Provision of programmes and services

You will be notified of the date your programme will commence and its duration. Unless this contract is terminated earlier, it will be completed on the last day of your programme or the last day of any assessments (whichever is later). The Academy will use its reasonable endeavours to deliver programmes as described in relevant course information. Information is produced as early as possible to be helpful to applicants. Changes may occur between the date of printing and the start of the programme.

The Academy therefore reserves the right to:

1. Make variations to the contents, methods of delivery, assessment or locations of programmes,
2. Discontinue or suspend programmes and to introduce new programmes if such action is reasonably considered to be necessary by The Academy.
3. Make variations to or withdraw services if such actions are reasonably considered to be necessary by The Academy
4. Make additional charges and to vary such charges from time to time for services.
5. Not guarantee that all parts of and options within programmes will be available

Such changes may occur either before or after your enrolment. You have a right to withdraw from the programme if it is substantially varied from the description in the prospectus. In these circumstances The Academy's normal practice is to refund tuition fees or deposit paid *on a pro rata basis* for the unexpired period of the academic year for which such fees have been paid. This applies once The Academy has received written notice from you that you wish to withdraw from the programme for that reason. Likewise, in the event that The Academy discontinues or suspends your programme, normal practice is to refund any tuition fees and deposits you have paid *on a pro rata basis* for the unexpired period of the academic year for which fees have been paid. In addition, The Academy will use reasonable endeavour to suggest a suitable course at an alternative educational institution but this shall be the full extent of its liability.

5. Rules and regulations

You are required as a condition of accepting a place at The Academy to abide by requirements of The Academy, such as the Ethical Frameworks of BACP and NCS. These include expectations in the following areas (although the list is not all embracing): academic conduct; professional conduct and

discipline; financial; attendance; health and safety; data protection; accommodation; library and equipment; equal opportunities; intellectual property; complaints; and programme requirements.

5.1 Attendance

A commitment to attendance (including punctuality) is vital, and taken very seriously, because of the importance of building and maintaining of trust, sharing and openness to learning and feedback in the training group. These are significant aspects of learning in this field and successful completion of assignments will be affected by non-attendance. It is normal in counselling and psychotherapy training to expect 100% attendance with a minimum requirement of 80%. You are expected to plan normal life events to ensure 100% attendance and punctuality.

There is a minimum acceptable attendance for full courses, of 80% overall. The minimum attendance requirement for each module will be stated in module handbooks, for clarity where modules are not easily divisible into 80/20%. NB It is possible to meet the minimum stated attendance requirement for all modules but NOT meet the overall 80% attendance requirement for the course.

You are expected to ensure you are marked as present, and to submit a self-certification of attendance form with assignments.

In the event of unexpected events or illness you should discuss the impact on your attendance with your tutor at the earliest opportunity. ***For any missed session a piece of compensatory work is expected.***

Please note that attendance that falls below the minimum in any module, or 80% overall for a complete course may affect whether you will receive any Award Certificate or Attendance Certificate, or be able to progress further.

6. Payment

6.1 Fees

The Academy charges fees for the delivery of its programmes and you will have primary responsibility for payment, although in some cases payment may be made on your behalf by a third party; for example a sponsor or employer. The Academy will require you or a third party (as agreed in advance) to pay fees as stipulated in pre-course information. If the third party does not make payment in full by the due date(s) you will be invoiced personally for any outstanding balance. If payment is not made, provisions of clause 6.4 may come into force. ***You are contractually obliged to pay the fees on the dates they fall due from the moment the contract is formed.*** You should therefore ensure that the necessary arrangements to pay your fees have been made before enrolling.

6.2 Level of fees and fee review

The levels of Fees are reviewed and may be revised on an annual basis prior to the beginning of the academic year in question.

6.3 Liability for fees on termination of contract/refunds

If you withdraw from your programme before or within the first two weeks of commencement, all fees will be refunded subject to The Academy retaining all or part of any deposit as specified in clause 6.5. If you withdraw or take time out from your programme after the first two weeks but before the end of an academic year, refunds/credits of fees paid are not automatically given. The Academy may refund a proportion of any fees pre-paid by you *on a pro rata basis* for the unexpired period of the course, subject to The Academy retaining an amount to cover its reasonable losses and costs as a result of the withdrawal. You must formally notify The Academy immediately in writing that you have withdrawn and any refunds/credits will be calculated from the date The Academy receives formal notification. Please

note that if you are paying by instalments you may still owe an outstanding sum even when the *pro rata* adjustment is applied and will be expected to pay that immediately.

6.4 Debts

If you, or any third party who is supposed to pay your fees on your behalf, fail to pay such fees by the due date(s) specified in the information provided by The Academy, The Academy reserves the right to charge you interest on any outstanding fees on a daily basis at an annual interest rate of 2 per cent above the base rate of HSBC Bank until all outstanding fees and interest are paid. The Academy reserves the right at any time during the programme to withdraw you from the programme and withhold all services until outstanding fees and interest are paid and/or terminate the contract between you and The Academy.

If at the end of a module you are in debt to The Academy for fees, The Academy reserves the right not to allow you to enrol for the next module.

If you are in the final year of a programme, The Academy will not progress your award until all fee debts to The Academy are paid.

6.5 Deposits

The Academy requires a deposit for all programmes, as stated in course information. Your place will not be guaranteed until the deposit is paid and The Academy reserves the right to withdraw the offer of a place on the programme without further notice to you if the deposit is not paid by the date stipulated.

8. Intellectual Property Rights and Sensitive Material

All material supplied by The Academy remains the copyright of The Academy and its tutors and *no copies may be made without prior written agreement*. You are expected to properly reference material you use in your written work, from whatever source. Plagiarism is considered a serious matter by The Academy. It is the policy of The Academy that the intellectual property rights to any original work created by students as part of their programme will automatically pass to The Academy. The Academy undertakes to acknowledge appropriately the authorship and inventor-ship of works created by students. The Academy undertakes to, as far as reasonable, ensure that private and confidential material is protected.

10. Data Protection Act

The Academy will hold and use your personal data between the application stage and termination of your contract with The Academy, to support your contract with The Academy, or if there is an agreement to hold such information (for example if you defer your place).

The Academy will not disclose your personal data to third parties and will only disclose your sensitive data with your explicit consent, as permitted under the DPA 1998, or with the following exceptions:

- To provide references requested for placements, employment or further study.
- In the event of unprofessional conduct, to provide information to the appropriate professional body (NCS or BACP) and placement provider, if relevant.

Your personal data will be held for 10 years following completion of your studies with The Academy. After 10 years The Academy will retain only the data needed to:

- Identify you and confirm dates you studied at The Academy
- To confirm your achievements and marks

All other personal data on your student record will be disposed of in a secure manner.

Personal data may be held if you elect to be on any mailing list (e.g. for the Counsellor Development Forum). This information is held separately from your student record.

11. Liability

11.1 General

The Academy cannot accept responsibility, and expressly excludes liability to the fullest extent permissible by law, for

- Damage to your property unless it is caused by the negligence or default of The Academy or its staff
- The non-return of work submitted for assessment
- Any modification or cancellation of programmes
- Personal injuries or death except in so far as it is caused by negligence of The Academy or its staff
- All indirect and consequential losses, loss of opportunity and loss of income or profit, however arising

Save for any liability in negligence for personal injury or death, any other liabilities, however occurring, are limited to the value of fees paid by or on behalf of the prospective student, or the amount, if any, The Academy receives from its insurers in respect of that particular loss, whichever is the greater.

In certain circumstances you may be advised to obtain professional indemnity insurance.

11.2 Exclusion of liability for events beyond reasonable control

Neither party shall be liable to the other for any failure or delay in performing its obligations under this contract if such failure or delay is due to any cause beyond that party's reasonable control.

11.3 Connecting student's personal IT equipment to The Academy's network

Students may not connect personal IT equipment to The Academy's network unless express individual consent has been obtained. Students connecting to the network do so on the basis that they accept all risks associated with the connection (e.g. virus attack) and that The Academy accepts no liability save for loss or damage caused directly by the negligence or breach of contract by The Academy or its staff and provided always that The Academy accepts no liability for any indirect and consequential losses.

12 Termination of contract by The Academy: SPACE

The Academy may without liability terminate this agreement at any time immediately by written notice if you are in material breach of the terms and conditions and in particular in the following circumstances

- a. If you have provided false, incomplete or misleading information in relation to your application for admission to The Academy
- b. If you fail to comply with requests for information, to make declarations, and/or to meet any specific requirements of your programme
- c. Where your circumstances change so that you are no longer able to meet the special requirements set out in clause 3.2, for example, you acquire a relevant criminal conviction or develop a condition so that you no longer meet any occupational health requirements
- d. Where it has been found that you have breached The Academy's or BACP's codes
- e. If you fail to meet the required standard of students' performance for your programme, including but not limited to unsatisfactory standard of work, failure to meet recommended attendance requirements,

failure to submit course work and/or meet programme deadlines and failure to adhere to professional standards

- f. If you fail to pay any fees by the due date specified by The Academy. This includes where you have an agreement with a third party for them to pay your fees on your behalf since you are contractually responsible for payment of fees

The effect of The Academy terminating this contract under this clause 12.1 or under any other provision of the terms and conditions will be that you will either be refused enrolment to The Academy or you will be required to withdraw from The Academy immediately and will no longer be entitled to commence or continue your programme. See 6.3 and 6.5 above regarding possible reimbursement of deposits and fees.

13. Notices

Any notice served by The Academy under these terms and conditions and any correspondence from The Academy shall be deemed to have been served two working days after dispatching to the address notified to The Academy by you. The Academy shall be entitled to assume that the last address notified by you is your current address, and therefore you must keep The Academy informed of any changes of address. Any correspondence from you to The Academy should go to the address specified in these terms and conditions. Such correspondence shall be deemed to have been served on The Academy two working days after posting. You are advised to obtain and retain proof of posting.

14. Changes to terms and conditions

The Academy reserves the right to make reasonable changes to the terms and conditions from time to time, both before and after you enrol, where in the opinion of The Academy it will assist in the proper delivery of education, where changes are in the interests of The Academy and/or in order to

- Comply with any changes in the law or to take account of a ruling by government, a court, appropriate professional body or similar
- Implement legal advice, national guidance or good practice
- Provide for the introduction of new or improved methods of operation, services or facilities
- Reflect market conditions
- Make them clearer or more favourable to you
- Rectify any error that might be discovered in due course; and/or
- Further clarify existing arrangements

Changes will normally come into effect at the beginning of the next academic year, although The Academy reserves the right to introduce changes during the academic year when it reasonably considers it to be in the interests of students or required by law.

14.2 In the event that item contained in the terms and conditions is held to be invalid, unlawful or unenforceable to any extent, that item will be severed from the contract between you and The Academy without affecting the remaining terms and conditions which shall continue to be valid.

14.3 If you should transfer between programmes, the transfer shall be treated as a variation of your contract with The Academy and subject to your continued acceptance of the terms and conditions. No

other variation or amendment to this contract may be made by you without the prior written consent of The Academy.

14.4 Any new editions of the terms and conditions shall be placed in The Academy's premises and may be publicised by other means so that you can be aware of any changes.

15. Status of terms and conditions

These terms and conditions represent the entire agreement between you and The Academy and shall supersede any and all prior agreements and all other documents or statements, written or oral, between you and The Academy. It is not intended that any third party should be entitled to enforce any of the provisions of these terms and conditions and in particular no third party who would not have been so entitled except under the provisions of the contracts (Rights of Third Parties) Act 1999.

16. Law and jurisdiction

This agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.

17. Queries and complaints

Queries about the terms and conditions, and complaints, should be addressed, in the first instance to The Academy. In the event that a query or complaint is not resolved informally a formal complaint may be made. Please see separate complaints procedure available at The Academy.

Appeals and complaints procedure for applicants

There can be no appeal against the academic judgement of the admissions tutor. A complaint may relate to the manner in which the selection process was conducted and does not necessarily imply a challenge to the decision.

The Academy: SPACE, The Coach House, 1A Filey Street, Sheffield S10 2FF