The Tavistock and Portman
NHS Foundation Trust

Summary of cancellation and deferral terms

See section 4, 5 and 6 below for full details

1. Online bookings may be cancelled and fully refunded within 14 days of booking (cooling off period).
2. Otherwise, the following cancellation charges apply:
    - Cancellations made up to 14 days prior to the course start date incur a 15% administration fee (max £150).
    - Cancellations made within 14 days of the start date of the course, including non-attendance, are not refundable.
3. Delegates have the option, on one occasion, to defer their place to a later cohort of the course, or to transfer to an alternative programme. A minimum of 14 days' notice must be given. Failure to take up the deferred place will forfeit the course fee.
4. Instalment payment plans are not available for short courses, events and conferences

Terms and Conditions

(Digital and Short CPD courses, events and conferences)

If you choose to enrol on a short course, the following terms and conditions will represent a binding agreement. They explain who we are, how we will provide the course to you, how we may amend or end this contract, information regarding payment of fees and other important information.

Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

1. INTRODUCTION

1.1. This document represents the terms and conditions on which we, the Tavistock and Portman NHS Foundation Trust (also referred to as The Trust), provide services to you, the student, in the form of short course programmes of study delivered in person and digitally, events and conferences, hereafter referred to as courses.

1.2. You must read these terms carefully before you pay for a place on a course at the Tavistock and Portman NHS Foundation Trust. These terms tell you who we are, how we will provide the course to you, how we amend or end this contract, information regarding payment of fees and other important information.

1.3. Enrolment on a course at the Trust constitutes a binding agreement to comply with these terms and conditions.

1.4. A copy of these terms and conditions, and other useful information can be found on our website https://tavistockandportman.ac.uk/about-us/terms-and-conditions/

1.5. Clause 1.6 of these terms only apply to consumers (that is, students purchasing a Course as an individual for their own personal and private use) as defined in clause 3.8. Otherwise, paragraph 1.7 of these terms applies.

1.6. If you are a consumer, you may only purchase a Course from our Website:

1.6.1. if you are at least 18 years old; and

1.6.2. for your own personal use, the course and its contents should not be exploited for commercial gain.

1.7. If you are not a consumer, you confirm that:

1.7.1. you have authority to bind any business on whose behalf you use our website to purchase the Course; and

1.7.2. each Course you purchase will be for use by one individual only. You will not permit multiple individuals to access a Course using the same details, or to present the course to a group of individuals. Should the personal license granted under clause 20.3 be breached then the student is liable for losses incurred by the Tavistock and Portman NHS Trust and this act constitutes copyright infringement. A separate license for additional users must be requested for distribution beyond your own personal use.

1.8. Students who are consumers agree not to use the Course for any commercial gain; for example either business or re-sale purposes, and we, the Trust, have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

1.9. For students who are not consumers we only supply the Course for internal use for your business and/or professional development, and you agree not to use the Course for any re-sale purposes.

2. INFORMATION ABOUT US AND OUR CONTACT INFORMATION

2.1. We are the Tavistock and Portman NHS Foundation Trust ("the Trust"). You can contact us by emailing cpdevents@tavi-port.ac.uk.

2.2. We will contact you by telephone, email or in writing at the addresses you have provided to us. We may also contact you through the MyTAP system or via Moodle.

2.3. 'In writing' includes email and contact made through MyTAP or Moodle. Any communication sent to you by the Trust using the email address you have provided will be regarded as properly sent and received by you.

2.4. Some of our courses have professional body accreditation. Where this is the case, the accrediting body will be identified in our online and printed publicity as well as course handbooks and specifications. Where professional bodies have specific requirements for registration or certification, these will be outlined in the relevant course promotional materials and handbooks.

3. DEFINITIONS

3.1. **DET:** Is the Division of Education and Training, within the Trust.

3.2. **DSCP**: Is the Digital and Short Course Portfolio, within the Division of Education and Training. DSCP is responsible for the management and delivery of training activities including CPD and short courses, events and conferences, including in person and digital CPD and short courses, events and conferences.

3.3. **MyTAP:** Is the Trust's online student portal and application system.

3.4. **Moodle:** Is the Trust's Virtual Learning environment (VLE), an online platform for providing specific course information and, where relevant, course forums and submission of assignments.

3.5. **Academic Year:** Refers to the period of the year during which a student attends an event or programme of study. This is usually reckoned from the beginning of the autumn term (usually September) to the end of the summer term (usually June or July).

3.6. **Course Administrator:** Is the person responsible for the administration of your course and your point of contact for its duration.

3.7. **Student:** is the general term for anyone participating in a CPD course, event or conference at the Trust.

3.8. **Consumer:** a person who purchases goods and services for personal use, not as continued professional development. Furthermore an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession.

3.9. **Trust:** The Tavistock and Portman NHS Foundation Trust.

4. YOUR STATUTORY CANCELLATION RIGHTS

4.1. If you are a consumer and are not entering into the Contract for purposes connected with a business then under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel your contract with the Trust for up to 14 days after receiving confirmation from us (the "Cancellation Period").

4.2. All cancellations must be made in writing by emailing CPDEvents@tavi-port.ac.uk .

4.3. If you cancel this contract as set out above, the Trust will reimburse to you all payments received from you. The Trust will make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed about your decision to cancel this contract.

4.4. If the course starts before the end of this cancellation period and you participate in the course within the cancellation period, you agree that the Trust are supplying services to you with your agreement before the end of the cancellation period. If you subsequently decide to cancel the contract within the cancellation period, you may be liable to pay a proportion of course fees to cover the period from the commencement of the Trust's service to you to the date of cancellation.

5. REFUNDS AND CHARGES

5.1. The cancellation rights in this clause 5.1 apply to consumers only. Students have the right under Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, to cancel this contract with the Trust for up to 14 days after receiving confirmation from us (the "Cancellation Period").

5.2. Unless made within the statutory cancellation period (as above), all cancellations are subject to an administration charge of 15% of the course fee, up to a maximum of £150.

5.3. If the student expressly requests that the Trust start providing the Services within the Cancellation Period, for example by attending the Course, then the Trust will be entitled to charge a reasonable sum for the Services provided based on the proportion of the Course the student has undertaken. As a result, the Trust can deduct this sum from any refund payable.

5.4. All cancellations must be confirmed in writing to CPDevents@tavi-port.ac.uk.

5.5. Cancellation charges:

- **Cancellations made up to 14 days prior to the course start date will incur a 15% administration fee up to a maximum of £150.**
- **Cancellations made within 14 days of the start date of the course will be charged at 100%**
- **Non-attendance charge: 100%**
- **In respect of online self-study courses beginning with course code DAA where the student has digitally accessed the course materials then the student will be deemed to have waived their statutory right to cancel under clause 5.1 and no refund will be offered.**

5.6. If a student is unable to participate, there is no charge to replace the original participant with a substitute. Please inform DSCP, no later than 7 days prior to the start of the course, of any changes to the original booking in writing by emailing CPDevents@tavi-port.ac.uk.

5.7. REFUND METHODS

5.7.1. Payment by credit or debit card and cancelled within 180 days of the original payment: refund will be made to the credit or debit card from which original payment was made.

5.7.2. Payment by credit card and cancelled after 180 days of the original payment: Refund will be made by BACS.

5.7.3. Payment by BACS: Refund will be made by BACS.

6. DEFERRING A PLACE

6.1. Any student wishing to defer their place on a course to a later date, or transfer fees paid to a different programme **must do so at least 14 days prior to the start of the original course booked otherwise cancellation charges as above will apply.**

6.1.1. Students should contact their Course Administrator via CPDevents@tavi-port.ac.uk to discuss options.

6.1.2. If a student is transferring fees paid to an alternative course of greater value they must pay the balance before taking up their place on the new course.

6.1.3. If a student is transferring fees paid to an alternative course of lesser value the Trust will refund the difference in fee.

6.2. A student can only defer or transfer their place on one occasion and must take up their place within 12 months of the original course date. Payment will not be refunded if a student does not take up their place on the deferred course. Please also see section 5.

6.2.1. **Self-study online course bookings cannot be transferred once the student has been sent the course log in details**.

7. COURSE FEES

7.1. The Trust will review and set fees each academic year and reserves the right to make amendments to them. Fees quoted are in pounds sterling and no VAT is charged.

7.2. SELF FUNDED STUDENTS

7.2.1. Students must pay their fees in full at the point of making the booking (unless sponsored, please see Section 7.3 below)

7.2.2. Fees can be paid using all major credit and debit cards or BACS transfer (on request). The Trust is not able to accept cheque payments.

7.2.3. Instalment payment plans are not accepted on short courses, events and conferences

7.2.4. Should students wish to withdraw from their course, any refund will only be made in accordance with either Statutory Cancellation Rights (Section 4) or Refunds and Charges (Section 5)

7.3. SPONSORED STUDENTS

7.3.1. If a student is sponsored by their employer or another organisation, they must provide the details of who will be paying their fees during the booking process. Proof of funding, for example a purchase order or letter on organisation headed paper from the budget holder with details of who to invoice, must be provided as part of the booking process.

7.3.2. Should suitable proof of funding not be received two weeks prior to the course start date we reserve the right deny access to the course.

7.3.3. An invoice will be sent directly to the sponsoring organisation and payment is due in full within 30 days of the invoice date.

7.3.4. Sponsoring organisations are not able to make payments in instalments.

7.3.5. If a sponsor fails to settle the invoice, the student will be liable for all outstanding fees.

7.3.6. Once the sponsor fee has been set up, any subsequent changes to the organisation of fee payments will need to be made directly between the student and sponsor themselves.

7.4. By agreeing to these terms, students or agents of an organisation where bookings are made on behalf of students, are entering into a financial contract with the Tavistock and Portman NHS Foundation Trust and are accepting responsibility for paying course fees.

8. RECOVERY OF UNPAID FEES

8.1. The Trust will take all steps to recover fees that are due and unpaid. They may:

- record debtors on Trust databases and on your MyTap portal;
- send regular debt chasing emails to the student and sponsors;
- pass details and information regarding debts to a debt collection agency;
- withhold certificates;
- decline further course bookings with the Trust until the debt is settled.

9. APPLICATION

9.1. All enrolments should be made through the Trust's online portal and application system, MyTAP.

9.2. If a student provides the Trust with incorrect or fraudulent information in their application the Trust reserves the right to cancel this contract and the student's registration whenever we become aware of this. In such circumstances, the student will be liable for tuition fees for their period of study, in accordance with section 5 (Refunds and Charges).

9.3. Any International students attending an in-person course are responsible for ensuring that they obtain the relevant travel documents, including visas where necessary, to enter the UK.

10. LATE APPLICATIONS

10.1. In some circumstances a student may be allowed to join a course after its official start date. This decision is fully at the Trust's discretion.

10.2. Students will be required to pay the full fee in such circumstances.

11. STUDENT ATTENDANCE AND ABSENCE (Live taught sessions only)

10.1 The Trust will provide a suitable venue for the training for face-to-face courses or an appropriate digital platform for courses delivered remotely.

10.2 The Trust will ensure that as part of the pre-course joining instructions:

- the venue location information is clearly conveyed for face-to-face courses;
- relevant logins and technical support information are distributed for any digital platform(s) for remote courses.

10.3 Students are responsible for ensuring that:

- they make suitable transport arrangements to arrive at the training venue in good time for face-to-face courses;
- they have received relevant logins and if not to alert CPDEvents@tavi-port.ac.uk no later than the working day before the course is due to start;
- they check that any device they plan to use to connect to remote training is able to connect to the relevant digital platform. If connection problems are encountered CPDEvents@tavi-port.ac.uk should be contacted immediately and in good time before the course starts. The Trust cannot accept any responsibility if you cannot access the course and have not contacted us in advance.

10.4 All absences should be reported by the student to their Course Administrator and Course Lead as soon as the student is able to do so.

10.5 Prolonged absenteeism due to ill health must be notified to the student's Course Administrator as soon as reasonably possible.

10.6 Students should discuss any concerns regarding attendance with their Course Tutor and Course Administrator as soon as they are able to do so.

12. CHANGES TO OR CANCELLATION OF SCHEDULED PROGRAMMES

12.1. The Trust may need to cancel scheduled programmes of study if it is considered reasonable and necessary. Circumstances in which we may cancel a programme of study would include:

12.1.1. insufficient number of students to run the course;

12.1.2. unforeseen unavailability of key teaching staff.

12.2. Decisions to cancel or fundamentally alter a course will be taken before the start of the course and all students notified as soon as it is practically possible.

12.3. Where the Trust is required to cancel a scheduled programme of study or learning activity, it will use its best endeavours to offer alternative provision.

12.4. If a student does not wish to accept this alternative provision or no suitable alternative can be provided the Trust will refund any course fees paid.

12.5. The Trust will use all reasonable endeavours to deliver the course in accordance with the description applied to it in the relevant promotional materials. However, the Trust will be entitled to make reasonable changes to the course where that will enable the Trust to deliver a better quality of educational experience to students enrolled on the course, or where changes are required by the accrediting professional body. Such changes may be to:

12.5.1. the content and syllabus of programmes;

12.5.2. the timetable, location and number of classes;

12.5.3. the timing, content, or method of delivery of programmes of study.

12.5.4. the staffing of the program of study subject to availability.

12.6. In making any changes, the Trust will aim to keep the changes to the minimum necessary to achieve the required quality of experience, and will notify students in advance about any changes that are required. If the Trust changes your course and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the course or move to another course and will be refunded any unused course fees.

13. FORCE MAJEURE

13.1. The Trust will make every reasonable effort to deliver courses and training as described on its website and other course documentation. There may be occasions when we are unable to do so, for reasons beyond our control. Such circumstances may include, for example, industrial action at the Trust or at third parties, unavailability of key staff, lower or higher demand from students, legal, regulatory or government policy changes, severe weather, fire, terrorist attack, epidemic or pandemic, or failure of public transport or digital systems of delivery, such as Zoom or Microsoft Teams.

13.2. In such circumstances, the Trust will take all reasonable steps to minimise the resulting disruption to its services and to affected students, by, for example, offering affected students the chance to reschedule, move to an alternative course, or by delivering a modified version of the same course, but to the full extent that is possible under the general law the Trust will not be liable for any loss and/or damage arising from matters outside of the Trust's control which could not have been foreseen or prevented.

14. PERSONAL DATA AND DATA SHARING

14.1. All of the personal information obtained from you and others in connection with your studies at the Trust will be held in secure conditions and will be used by the Trust during your course and after you leave the Trust for a variety of purposes including the administration of all academic records, student and welfare support services and the operation of the Trust's policies and procedures.

14.2. The Trust is under an obligation to provide student data to various external organisations and such information will only be released under the terms of the Data Protection Act/GDPR.

14.3. For students on NHS-funded or employer-sponsored programmes or learning activities, the Trust, where required, will provide information on attendance, progression and performance to Health Education England (HEE), and/or professional or regulatory bodies as appropriate. This information will also be provided to other sponsors on request.

14.4. For students completing a course of study that is accredited by or delivered in collaboration with, an external body such as the British Psychoanalytic Council (BPC), Association of Family Therapists (AFT), Association of Child Psychotherapists (ACP), Health and Care Professions Council (HCPC) or any other body specific to the course of study, the name and contact details of the qualifying students will be shared with these organisations to enable the accreditation or registration of membership to be made by those external bodies.

14.5. Where concerns are raised or proven regarding issues around patient safety or professional suitability, we may share information with placement providers, employers or professional bodies in accordance with published Trust procedures.

14.6. The Trust may record lectures and other teaching events, so that recordings can be made available to students for teaching purposes. The recordings may include comments made by students.

14.7. The Trust may contact alumni, once they have completed their studies, in order to share information which may be of interest, or for philanthropic support. Alumni will be given information on how to opt in or out of future communications.

15. CHANGES TO PERSONAL DETAILS

15.1. Students must notify the Trust of any change(s) in their circumstances including (but not limited to) change in address, change in email address and contact number and, if sponsored, change in employer contact number and address; this should be completed by contacting CPDevents@tavi-port.ac.uk.

15.2. Changes to a name cannot be made without approval by Student Registry and students making such changes should contact us at CPDevents@tavi-port.ac.uk to make arrangements.

16. TRUST POLICIES AND PROCEDURES

16.1. Students on all courses are required to comply with all Trust policies and procedures which can be found on the Trust website: https://tavistockandportman.ac.uk/about-us/policies-and-procedures/.

16.2. Key provisions of the policies and procedures of which students should be aware include:

- the Trust's expectations as regards student behaviour, attendance, academic diligence and the requirements of your course. Failure to meet these expectations may mean that you are not permitted to progress on your course or that you are not entitled to receive your award or certificate.
- the Trust's expectations regarding academic misconduct, including plagiarism, whilst undertaking a university accredited or professional qualifying course. Breach of these expectations may result in a disciplinary process and the imposition of academic penalties and/or expulsion.
- the Trust's policy on Academic Freedom and Freedom of Speech.

16.3. The Trust reserves the right to add to, delete or make reasonable changes to the policies and procedures and/or these terms and conditions where in its opinion this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:

- to review and update the policies and procedures and/or terms and conditions to ensure they are fit for purpose.
- to reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance.

- to incorporate sector guidance or best practice.
- to incorporate feedback from students.
- to aid clarity or consistency of approach.

16.4. The updated policies and procedures will be made available on the Trust's website and may be publicised by other means so that students are made aware of any changes.

16.5. Students may gain access to confidential information during their programme of study including, in particular, information relating to the diagnosis and treatment of patients. The Trust's policy on the confidentiality of patient information is a cornerstone of professional practice. Staff, trainees and students are required to comply strictly with this policy and failure to do so may result in action under the Trust's student disciplinary policy and/or the professional suitability policy. The maintenance of confidentiality is also a requirement of course work discussion groups, seminars, student presentations and all learning activities. This includes work submitted for formal assessment which must ensure that references to individuals and institutions are fully anonymised.

16.6. Students may not make recordings of any Trust lecture, seminar or other teaching event, except where expressly agreed in advance with the course team and other students. If intending to make a recording, a student should check first with the presenter and must not distribute the recording to others. Students should read the CPD Disabled Students Policy here for more information on making recordings during teaching.

16.7. All Trust IT systems and services as well as the online virtual learning environments (VLEs) must be used appropriately at all times. Information created, distributed, or stored on Trust premises and cloud services is Trust property and should be used for authorised purposes only. Student use of the Trust IT and online systems will be monitored, and all students are expected to adhere to Trust policy.

16.8. The Trust is fully committed to equal opportunities in its practice and teaching. The Trust aims to promote a productive and harmonious learning environment where students are valued, everybody is treated with respect and dignity and in which no form of intimidation or harassment will be tolerated.

16.9. The Trust operates a strict no-smoking policy in Trust buildings and grounds.

16.10. The Trust has an obligation under the Health and Safety at Work Act 1974 to provide a safe and healthy workplace for staff and students. Students are expected to co-operate with the Trust in discharging its duties and responsibilities under the Act. Students are under an obligation to take reasonable care for their own health and safety and for taking good care of all of their personal possessions whilst on Trust premises.

17. STUDENTS WITH DISABILITIES

17.1. The Trust is committed to providing an inclusive and accessible environment, and strives to make reasonable adjustments to accommodate individual needs. All courses are offered conditional upon the Trust being able to implement the specific adjustments reasonably needed for you to complete your course. The Trust is more likely to be able to implement such adjustments in a prompt and timely fashion if you notify of any disability or specific needs when booking and you engage in any necessary discussions or health assessments as required by the Trust.

17.2. A copy of the Continuing Professional Development (CPD) Student Disability Policy can be found on our website.

18. INTELLECTUAL PROPERTY

18.1. The ownership of Intellectual Property created during a student's studies at the Trust will rest with the student.

19. COPYRIGHT

19.1. Students are required to use photocopying and other reproduction facilities within the law, including any copyright restrictions on learning materials.

19.2. Without prejudice to paragraph 19.3, you agree that you will not record, reproduce, download, modify, re-publish, sub-license, sell, share, broadcast, transmit, make available, disseminate or distribute in any way any of the content provided as a part of your Course or those created or uploaded by other students as available on the VLE.

19.3. You may download and use course materials where available, for your own personal, non-commercial use only.

19.4. You acknowledge that due to the interactive nature of the courses, at times it may be appropriate for you and other students to reproduce, download, modify, adapt and/or re-publish other students' material uploaded onto the VLE in relation to the course and you agree that other students may do this in relation to content that you upload.

19.5. When you upload material to the VLE as part of your course, you confirm that you are entitled to upload this material for this purpose and that this will not in any way infringe any other person's rights.

19.6. You will not upload or share with other students or tutors any material which is unlawful or unsuitable according to societal norms in the United Kingdom or our policies. This includes uploading of material that is false, obscene, sexist, racist, homophobic, defamatory, illegal, abusive, threatening, extremist, destructive (like malware, viruses, bugs, etc.) or otherwise discriminatory, offensive, disruptive or objectionable to others.

19.7. You agree that the Trust shall be under no obligation to monitor, screen or censor any of the content that you or any third-party upload to the VLE. To the fullest extent permitted by law, the Trust accepts no responsibility for any such content.

19.8. The Trust reserves the right to suspend access to the VLE or remove any material you upload or share with other students or tutors in breach of these Terms.

19.9. By uploading material to the VLE, you give the Trust the right to use the material in any part of our courses and to include your material in our own online and print material for promotional purposes. If you do not wish to give the Trust the right to use your uploaded material you must notify us in writing by emailing CPDEvents@tavi-port.ac.uk prior to the commencement of the course.

19.10. The VLE and course materials may contain links or embedded links to third party content and websites. These links are provided for your reference only and the Trust does not endorse the content or the operations associated with them. The Trust has no control over such content and cannot accept any liability for such third-party content. You should be aware that accessing such content will be subject to third party terms of use and privacy policies.

19.11. Online Short Courses regularly makes use of third-party service providers like Google, Facebook, X, YouTube, Vimeo etc. some of which might be blocked in some countries or when accessing though some institutional computer networks. You acknowledge that it is your sole responsibility to ensure you are able to access the content of courses including content on

third-party service providers. If you require further advice as to what service providers will be used on any course, please contact DigitalEducation@tavi-port.ac.uk.

19.12. The Trust is not responsible for the location, hardware and infrastructure you choose to access VLE from and as such it is your responsibility to comply with any necessary health and safety regulations that apply.

20. COMPLAINTS

20.1. All students are entitled to make a complaint if they are dissatisfied with their course, or any areas related to it.

20.2. Complaints will be managed in line with the Student Complaints Procedure which can be accessed here https://tavistockandportman.ac.uk/current-students/student-support/student-support-and-complaints/

20.3. Formal complaints should be made on the DET Student complaints form which can be accessed here https://tavistockandportman.ac.uk/current-students/student-support/student-support-and-complaints/submit-a-complaint/

21. BINDING CONTRACT

21.1. This contract is subject to English law, and the exclusive jurisdiction of the English courts. Any wording in any provision of the contract shall be severable and may be removed by the courts in the event it is are unfair or unreasonable or otherwise is not permitted under English law, but the remaining wording and provisions shall remain in place in the contract.

21.2. The Trust's contract with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.