

# Heartwood Counselling and Psychotherapy Ltd

## Terms of Business

### 1. Definitions and Interpretation

In these Conditions the following words have the following meanings:-

**“Contract”**

The arrangement between the Student and Heartwood Counselling and Psychotherapy Ltd under which the Student will undertake the Course subject to these Conditions

**“Course”**

The specific course offered by Heartwood for which the Student has applied and been accepted

**“Student”/”They”/”His”/”Her”**

The person who accepts a place on a Course

**Heartwood”/”We”/”Us”/”Our”**

Heartwood Counselling and Psychotherapy Ltd

**“Tuition fees”**

The amount payable by the Student for the Course and the related services and tuition provided by Heartwood

### 2. General

- 2.1 These Terms of Business (the "Conditions") govern every Contract for the provision of a Course to a Student.
- 2.2 No variation of these Conditions shall be binding unless agreed in writing by each party.
- 2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 2.4 We reserve the right to change or add to these Conditions by written notice to the Student.

### 3. The Courses

We provide a range of courses in Counselling Skills, Counselling Theory, Psychotherapy Training and Supervision Training. We also offer professional development courses to help Students in their jobs as counsellors, psychotherapists, nurses, teachers and social workers or other helping professions.

### 4. Fees

- 4.1 The Student will pay Tuition fees for the Course as stated in the Course materials provided for the Course. The Student will pay for the Course Tuition fees as per his/her chosen payment plan.
- 4.2 Any additional expenses, which do not directly relate to tuition provided by Heartwood, are the responsibility of the Student and not Heartwood.

- 4.3 The student must complete all payments and successfully complete his/her course prior to the issue of Heartwood certification. Fees payable by the Student to any external accrediting bodies for registration or certification are not included in the Tuition fees unless otherwise stated. Where such fees are payable by Heartwood on behalf of the Student, Heartwood shall have the right to pass on the amount of such fee or any increase of such fee notified to it after the date of enrolment.

## **5. Terms of Payment**

- 5.1 The Student shall pay the Tuition fees in full or in instalments on the payment date(s) as stated in the Course materials. Receipts for payment will only be issued on request.
- 5.2 Upon enrolment for any Course, the Student agrees to pay for the Course. This is subject (if applicable) to any right of cancellation the Student may have by law to cancel the Course and any contractual cancellation right agreed by Heartwood. Please note that in addition to any rights the Student may have to cancel the Course, the Student may have a separate right to cancel any related credit agreement. Cancelling the credit agreement does not however automatically cancel his/her Course and he/she will still be liable to pay for the Course unless he/she has also exercised any right he/she may have to cancel the Course.
- 5.3 For all Courses, payment arrangements must be agreed before enrolment and may consist of payment in full before the Course commencement, payment by Heartwood payment plan, or by loan finance. Where payment is by Heartwood payment plan, Heartwood may assign the right to receive unpaid instalments. Where loan finance is required, enrolment will be delayed until the loan finance has been agreed.
- 5.4 In accordance with The Consumer Contracts Regulations 2013 (Information, Cancellation and Additional Charges), the Student has a cooling off period in which he/she may cancel his/her right by giving notice to Heartwood in writing or by email. In case of distance learning courses, this right expires 14 days from the date of his/her first receipt of Course materials. In the case of practical training workshops, this right expires 14 days from the date of contract (normally the date when the Student makes his/her first payment) or upon his/her practical training workshop commencing (if sooner). In the event of cancellation, all course materials must be returned to Heartwood at your expense and in good condition.

## **6. Refunds**

- 6.1 All sums paid are non-refundable except as stated in Condition 6.2.
- 6.2 Unless the Student is in breach of his/her obligations under these Conditions or the Contract is terminated under Condition 10, Heartwood shall reimburse a Student for any Tuition fees paid to it in accordance with the following scale:-
- 6.2.1 If the Student leaves within one week of starting the Course, the Student will receive a refund of all Tuition fees paid, other than any deposit, which will be non-refundable.
- 6.2.2 If the Student leaves within one month of starting the Course, the Student will receive a rebate of fifty percent of the full Tuition fees, other than any deposit, which will be non-refundable. A Student on any payment plan remains liable to pay fifty percent of the full Tuition fees.
- 6.2.3 If the Student leaves at any time after four weeks of starting the Course, no refunds will be paid. Students who leave any course early, or are withdrawn,

remain liable for full cost of outstanding Tuition fees. A student on any payment plan who leaves any Course after four weeks remains liable for the full amount of Tuition fees.

- 6.3 In the event that the number of students registered on a course is not sufficient to run the Course, the Course might be cancelled. Heartwood reserves the right to cancel said Course in such circumstances, in which case a full refund of the Tuition fees paid by the student shall be given.

## **7. Late Payment**

- 7.1 If the Student fails to make any payment on the due date then, without prejudice to any other right or remedy available to Heartwood, Heartwood shall be entitled to suspend the Student from all Courses.
- 7.2 If the Student fails to make a payment on time, the Student agrees to pay a late payment charge of £10 plus VAT per month until the payment has been made (including the month in which the payment is due).

## **8 Duties and Obligations of the Student**

- 8.1 The Student shall be required by Heartwood, for the benefit of the other students and in order to ensure that there is no adverse effect on the Student's tutorial group, to attend Courses diligently and apply the whole of his/her energies during the Course to the acquisition and knowledge taught or otherwise made available in connection with Course.
- 8.2 The Student must notify his/her tutor immediately on the first day of each absence from the Course or as soon after as is practicable and give the reason for and the expected duration of their absence. Repeated absence from the Course will result in the termination of the Student's Contract.
- 8.3 The Student shall be required to produce a Medical Certificate to Heartwood following the end of three days' consecutive absence from a Course. Failure to present such a Certificate will be taken as evidence that the Student is in breach of their obligations under Condition 8.1.
- 8.4 The Student shall at all times behave in a responsible manner and shall not conduct him/herself in such a way that his/her own training or that of any other student is prejudiced or impeded in any way. Students are expected to deal with any group process issues within the group and not break group boundaries by unconstructive gossip outside the group. Students are expected to take responsibility for their therapeutic issues in their own therapy. Such therapy is at the expense of the Student. This is a requirement of professional training. Training is a different relationship and requires students to operate in current reality.
- 8.5 The Student must maintain confidentiality throughout, which includes work with clients and personal work done in the group, for the honour and protection of the people involved.
- 8.6 The Student must undertake their personal developmental work (e.g. their own therapy) as part of their training. This gives protection for the practitioner and client. Staff reserve the right to require, when in their opinion the Student needs additional personal developmental work, that the Student undertake further such work. A list of recommended trained counsellors and psychotherapists will be provided to the Student. Where all other aspects of the training have been successfully completed but the staff are of the opinion that further developmental work is required, the staff

reserve the right not to qualify the Student until such time when they believe sufficient developmental work has been done so that the Student can practice safely and effectively.

- 8.7 The Student must contract for regular supervision with recommended or trained supervisors approved by Heartwood as soon as they start seeing clients. Such supervision will be at the Student's own expense.

## **9 Duration**

- 9.1 The duration of each Contract shall be as set out in the Course materials unless terminated earlier in accordance with Condition 9.2 or Condition 10.
- 9.2 If a Course is run in blocks or sections, any Student who fails to pass or satisfactorily complete any block or section will not be allowed to take any further blocks or sections and Heartwood will be able to terminate the Student's Contract, by written notice to the Student.

## **10 Termination and Breaches of the Code of Conduct**

- 10.1 A Student may be summoned to a meeting if he/she is believed to be in breach of his/her obligations under his/her Contract unless the relationship breakdown is such that in the reasonable opinion of Heartwood this would achieve no constructive purpose.
- 10.2 The meeting shall consist of a Student, any tutor concerned and Heartwood's principal. The Student will be given the chance to put forward his/her case but if he/she is subsequently found to be in breach of his/her Contract, Heartwood shall be entitled to issue a written warning to the Student requesting him/her to comply with his/her obligations under his/her Contract.
- 10.3 Heartwood shall have the power, following the issue of this written warning, to forthwith terminate the Student's Contract if he/she fails within 10 days of the notice to comply with the warning or his/her obligations under his/her Contract.
- 10.4 Only one written warning will be issued to a Student by Heartwood. Any subsequent breach of his/her Contract will result in automatic termination of the Student's Contract.
- 10.5 Heartwood shall have the power to terminate the Student's Contract immediately and without any written warning if the Student's conduct is so serious that this is merited, or if Heartwood concludes that the Student cannot or will not comply with his/her obligations under his/her Contract.
- 10.6 Any dispute arising from Heartwood's decision to terminate a Student's Contract must be raised by the Student in writing and within seven days of Heartwood's decision, whereupon it shall be addressed in a staff meeting. The parties shall be able to put forward their case before the staff who will then, taking all the facts into account, decide whether or not the Student's Contract is to be terminated forthwith. That decision shall be final.
- 10.7 Heartwood reserves the right to suspend a Student from participation in any Course for long enough to investigate the Student's conduct and also pending any decision from the team meeting.

## **11 Important Exclusions**

- 11.1 Heartwood shall not be liable for any personal injury or death howsoever caused whilst the Student is attending Heartwood or engaged in Courses except where such injury or death is shown to be as a result of gross negligence or wilful default of Heartwood.
- 11.2 Any liability to any Student in respect of the Contract shall be limited to the amount of Tuition fees paid by the Student.
- 11.3 Heartwood shall accept no responsibility for any loss, theft or damage whether direct or indirect, to Students' possessions while on Heartwood's premises, or resulting from the Student's enrolment on the Course.

## **12 Indemnity**

The Student shall indemnify Heartwood against all losses, damages, costs and expenses awarded against or incurred by Heartwood as a result of any negligence or reckless behaviour by the Student including, without limitation, claims from other students resulting from any wrongful act of the Student.

## **13 Course Content**

- 13.1 All intellectual property rights in the Courses and the Course materials are owned or licenced by Heartwood. Copying, adapting or other use of the Course and/or Course materials without the written permission of Heartwood is prohibited.
- 13.2 Course content may be subject to change and may be different to the syllabus set out on our website or in Heartwood's promotional materials. From time to time, Heartwood may vary the content of and/or the qualification(s) relating to its Courses to take account of new regulations or the requirements of accrediting bodies for which an additional charge may be made if such change occurs after the date of the Student's enrolment.
- 13.3 Heartwood reserves the right to cancel or re-schedule any practical training workshop.

## **14 Personal Data**

- 14.1 Heartwood is registered with the Data Protection Office Ref. No. ZA544356 and is committed to protecting the Student's privacy and keeping his/her personal information secure. Heartwood will not disclose the Student's details to any person other than as specified in Heartwood's Data Protection Policy, unless he/she has given his/her consent or Heartwood is compelled to do so by law, or in response to valid, legally compliant request by any law enforcement agency or government authority. Please refer to Heartwood's Data Protection Policy.
- 14.2 Unless otherwise stipulated in the Student's application, Heartwood may use the Student's personal data for administrative and update purposes and may keep this information for a reasonable period and may contact the Student by email, mail, SMS or telephone to let the Student know about any courses or promotions which might be of interest to the him/her.

## **15. Changes to Courses**

- 15.1. All Courses are intended to be offered at Heartwood's place of business located at Dartington Space, Dartington Hall, Totnes, Devon TQ9 6EN. However, there may be circumstances when Heartwood needs to change the venue where a Course is offered. We reserve the right to change such venue at our discretion. No refunds will be given in such circumstances.
- 15.2 In the event a class needs to be cancelled (e.g. if a tutor is ill) we will use our best endeavours to reschedule the cancelled class as soon as is practicable. No refunds will be due in such circumstances.

## **16 General**

- 16.1 Any notice required to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its principal place of business or other address as may at the relevant time have been notified to the party giving the notice.
- 16.2 No waiver by Heartwood of any breach of these Conditions shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 16.3 If any provisions of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 16.4 No failure or delay on Heartwood's part to exercise any of its rights will mean that it is waiving those rights.
- 16.5 These Conditions shall be governed by laws of England and subject to the exclusive jurisdiction of the English Courts.

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