
SURREY COUNSELLING TRAINING LTD
COURSE TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms for the provision of Course Services by Surrey Counselling Training Ltd, trading as Surrey Counselling Training, a Private Limited Company registered in England under registration number 06568331 whose registered address is whose registered address is 20-22 Wenlock Road, London, N1 7GU, United Kingdom

1. Definitions and Interpretation

- 1.1** In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means any day including a Saturday or Sunday,
“Calendar Day”	means any day of the year;
“Month”	means a calendar month;
“Agreement”	means agreement to provide Course Services, as explained in Clause 3;
“Booking Form”	means documentation describing a Continuing Professional Development Course [Specimen attached];
“Booking / Course Confirmation”	means Our acceptance and confirmation of your Booking Form or Course Application as described in Clause 3;
“Deposit”	means an advance payment made to Us under sub-Clause 5.1.d;
“Course (s)”	means Continuing Professional Development event (CPD) or Post Qualification Course (PQC)
“Course Application”	means completed Continuing Professional Development Booking Forms and / or completed Course Application Forms, Registration Forms and / or Enrolment Forms

“Course Student(s)”	means anyone who applies to attend and / or who is registered and / or enrolled upon / studies on any course listed in the public domain either on Surrey Counselling Training website or by way of leaflet, information brochure, Booking Form and / or any other similar document. The term shall include and be synonymous with, “Students” / “CPD delegate” / “Workshop delegate”/” Course delegate”
“Course Services”	means the Course services which are to be provided by Us to you as specified in your completed Booking Form or Course Application (and confirmed to you by email by Us);
“Enrolment”	means any one of the following situations: <ul style="list-style-type: none"> (a) The completion by a Course Student of a Booking Form requesting a place on the course and the despatch of an email from Surrey Counselling Training and sent to the last recorded email address held on file for the Course Student, confirming successful registration on the course, will be regarded as the allocation of a place on the course, OR (b) The completion and signing of the relevant published Course Application / Enrolment Form, submitted by the student to Surrey Counselling Training and confirmed as received by Surrey Counselling Training, such confirmation to be sent by email. (c) In addition, and in all instances, enrolment will not be deemed to have occurred unless full payment for the relevant course has been completed (d) Once a student is enrolled on a course the allocated place is non-transferable.
“Published Course Information”	means details of all and every course listed in the public domain either on Surrey Counselling Training website or by way of Booking Form, leaflet, information brochure and / or any other similar document made available to Subscribers, former / current Continuing Professional Development (CPD) delegate or current / former Course student
“Price”	means the price payable for the Course Services;

“Special Price”	means a special offer price payable for Course Services which We may offer from time to time;
“Specified Course”	means any Post Qualification Course and / or Continuing Professional Development workshop, details of which are published on the Surrey Counselling Training website and / or any such training event publicised by way of email to any individual / organisation which has / is subscribed to Surrey Counselling Training email database / mailing list.
“Subscriber”	means anyone and / or organisation whose email address is held on the Surrey Counselling Training subscriber email database / mailing list
“Surrey Counselling Training”	means in all instances the private limited Company known as “Surrey Counselling Training Ltd” and is the recognised trading name of that private limited Company
“Training Material”	means any published material / booking forms / course information sheets / Joining Instructions / Venue Directions / course PowerPoint slides / course Handouts / presenter slides or Handouts / Suggested Reading lists / any related handout material, academic article provided by any course speaker, tutor or facilitator
“We/Us/Our”	means Surrey Counselling Training Ltd, trading as Surrey Counselling Training, a Private Limited Company registered in England under registration number 06568331 whose registered address is whose registered address is 20-22 Wenlock Road, London, N1 7GU, United Kingdom

- 1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, text message, fax or other means.

2. Information About Us

- 2.1 Our Site is owned and operated by Surrey Counselling Training Ltd, a limited company registered in England under company number 06568331 whose registered address is 20-22 Wenlock Road, London, N1 7GU, United Kingdom.
- 2.2 We adhere to the Principles set out within the British Association for Counselling and Psychotherapy (BACP) Ethical Framework for the Counselling Professions.

3. The Agreement

- 3.1 These Terms and Conditions govern the sale and provision of Specified Courses by Us and will form the basis of the Agreement between Us and you. Before submitting a Booking Form or Course Application, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by Us including, but not limited to, Course Booking Forms and / or Course Information Sheets, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Booking Form and / or Course Application constitutes a contractual offer that We may, at our discretion, accept.
- 3.3 A legally binding contract between Us and you will be created upon Our issuing a Booking and / or Course Confirmation, indicated by emailed Confirmation, sent to the last recorded email address held on file.
- 3.4 All Surrey Counselling Training Course information will indicate the final date by which the full payment for the Specified Course will need to be made. Course Students are personally responsible for payment of the applicable price for the Specified Course, which is payable in full upon enrolment and is not refundable in any circumstances unless the course fails to run, in which a full refund will be made, subject to condition 3.5 below. As described in Clause 1.1 above, once a student is enrolled on a course the allocated place is non-transferrable.
- 3.5 All Surrey Counselling Training published Specified Course information will indicate the date by which the deposit / final payment for the Specified Course will need to be paid in full. Specified Course deposits / fees are not refundable in any circumstances unless the Specified Course fails to run. In such circumstances then any such deposit / final payment made will be refunded in full (see Clause 5.1.d).
- 3.6 Surrey Counselling Training is not liable for any additional costs a Course Student may incur as the result of registering / enrolling on a Specified Course.
- 3.7 In the event that a Course Student fails to attend or leaves a Specified Course before delivery and / or completion of the Specified Course Surrey Counselling Training reserves the right to retain the full course deposit / fee paid and pro-rata refunds will not be made.
- 3.8 We shall ensure that the following information is given or made available to you prior to joining any course to which you have applied for a place save for where such information is already apparent from the context of the transaction:
- 3.8.1 The main characteristics of the Course
 - 3.8.2 Our identity (set out above in Clause 2) and contact details (as set out below in Clause 9);
 - 3.8.3 The total Price for the Course including taxes or, if the nature of the Course is such that the Price cannot be calculated in advance, the manner in which it will be calculated;

3.8.4 The arrangements for payment, performance and the time by which (or within which) We undertake to provide the Course;

3.8.5 Our complaints handling policy;

4 Access to Course materials

4.1 Surrey Counselling Training will provide Post Qualification Course students and Continuing Professional Development workshop delegates with copies of all training material relevant to their specified course as follows: Joining Instructions/ Venue Directions / course slides or handouts / presenter slides or handouts / and any related handout material, academic article or journal article provided by any course speaker or facilitator but subject to conditions set out in Clauses 4.2; 4.3; 4.4 below.

4.2 All Continuing Professional Development workshop delegates will be provided with Adobe copies of training material described above, such material will be emailed to the last known email address provided by the workshop delegate. Surrey Counselling Training will not be liable for any failure in the email process and will not undertake to provide printed copies of any training materials described in Clause 4.1 above.

4.3 Once enrolled all Post Qualification Course students will be emailed instructions to enable access to the Surrey Counselling Training Website Student Pages. Students will be provided with a unique protected User Name and protected Password which used together will afford access to the website Student Pages. Such students will be able to download Adobe copies of relevant course material as described in Clause 4.1 above. Surrey Counselling Training will not be liable for any failure in the email process and will not undertake to provide printed copies of any training materials as described in Clause 4.1. above.

4.4 Communication to all Course students and Continuing Professional Development workshop delegates will be conducted by email, with messages submitted to the last known email address provided to Surrey Counselling Training by the course delegate/ student.

4. Payment arrangements

4.1 Surrey Counselling Training does not provide credit facilities.

4.2 Currently Specified Course Fees do not attract Value Added Tax (VAT). In the event that legislation changes then any VAT payable shall be paid by the Course Student.

4.3 Surrey Counselling Training shall be entitled to charge interest in respect of late payment of any sum due which shall accrue from the date when payment becomes due from day to day until the date of actual payment at a rate of 5% per annum above the Base Rate of the Bank of England as published from time to time and in force at the time the payment became due. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment

- 4.4** We accept the following methods of payment:
- 4.4.1 By cheque made payable to Surrey Counselling Training
 - 4.4.2 By BACS payment direct to our Bank account, details of which will be made available on an individual, need to know basis.
- 4.5** We are not able to process either debit or credit card payments.

5. Enrolment

5.1 “Enrolment” shall occur as follows:

5.1 (a) For Continuing Professional Development workshop course student – the completion by the course student of a Booking Form requesting a place on the course and the despatch of an email addressed to the delegate from Surrey Counselling Training and sent to the last recorded email address held on file for the course student confirming successful registration on the relevant course will be regarded as the allocation and enrolment of a place on the course.

5.1 (b) For Post Qualification Course Students – the completion and signing by the delegate of the relevant published Course Application Form / Enrolment Form and submitted by the course student to Surrey Counselling Training and confirmed as received by Surrey Counselling Training. Such confirmation to be sent to the last recorded email address held on file for the course student.

5.1 (c) In addition, and in all instances, enrolment will not be deemed to have occurred unless full payment for the relevant course has been completed. Once a course student is enrolled on a course the allocated place is non-transferable.

5.1 (d) Specified Course fees and deposits are payable in full upon enrolment and are not refundable in any circumstances unless the course fails to run, in which a full refund will be made, subject to the conditions as described above in Clause 3.5

6. Disclaimer

- 6.1** Every care will be taken to ensure that published information relating to Surrey Counselling Training Courses is accurate at the time of publishing. Surrey Counselling Training will not be held liable for any errors or omissions within published material.
- 6.2** Surrey Counselling Training undertakes to take all reasonable steps to provide training and educational services in the manner set out in our published course information documents and in any further documents issued to students / workshop delegates when registering and / or enrolling to study with Surrey Counselling Training
- 6.3** Course Programmes, published course information, facilities and other

arrangements are regularly reviewed and are naturally subject to change from time to time. Accordingly, Surrey Counselling Training reserves the right to cancel, delay, suspend or modify in any way the programmes, published course information, services and facilities set out in our course information documents and other documentation.

- 6.4 The fees and financial information in the published course information documents are correct at the time of their publication but may be subject to change – students / workshop delegates are advised to check Surrey Counselling Training website prior to enrolment.
- 6.5 All student / workshop delegate acceptances are provisional in the first instance. Surrey Counselling Training does not intend by issue of the published course information documents to create any contractual or other legal relation with applicants, accepted students, advisers or any other person.
- 6.6 Registration and / or Enrolment with Surrey Counselling Training is on the understanding that Surrey Counselling Training cannot accept responsibility for the consequences of any errors or omissions. Surrey Counselling Training reserves the right to cancel, suspend, modify or change programmes, published course information, facilities, services or venues in any way it deems necessary and cannot accept legal or financial liability arising as a result. Facilities, terms and conditions may vary where courses are offered in partnership or association with other organisations. You are strongly recommended to check details with the relevant organisation before enrolling.
- 6.7 As a consumer, you have certain legal rights with respect to the purchase of attendance on the Specified Course. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office

7. Insurance

Surrey Counselling Training cannot accept responsibility for loss or damage to possessions and property. Students should ensure they organise their personal insurance cover for belongings left on any premises or venues used by Surrey Counselling Training.

8. Limitation of liability

8.1 The entire liability of Surrey Counselling Training to students / workshop delegates in respect of any claim whatsoever, whether or not arising out of negligence, shall be limited to the full published fee paid by the student for the Specified course / Post Qualification Course and / or Continuing Professional Development workshop for which the breach has arisen.

8.2 In no event shall Surrey Counselling Training be liable to any Specified course / Post Qualification Course and / or Continuing Professional Development workshop delegate for any loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable, or Surrey Counselling Training had been made aware of the possibility of the Specified course / Post Qualification Course and / or Continuing Professional Development workshop delegate incurring such a loss.

9. Communication and Contact Details

- 9.1 If you wish to contact Us with questions or complaints, you may contact Us by telephone at 07880 353978 or by email at admin@surreycounsellingtraining.org.uk
- 9.2 In certain circumstances you must contact Us in writing. When contacting Us in writing you may use the following methods:
- 9.3 Contact Us by email at admin@surreycounsellingtraining.org.uk

10. Complaints and Feedback

- 10.1 We always welcome feedback from Our Students and, whilst We always use all reasonable endeavours to ensure that your experience as a student of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 10.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from <https://www.surreycounsellingtraining.org.uk/about-us/terms>
- 10.3 If you wish to complain about any aspect of your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, please contact Us in one of the following ways:
 - 10.3.1 By email, addressed to admin@surreycounsellingtraining.org.uk
 - 10.3.2 By contacting Us by telephone on 07880 353 978

11. How We Use Your Personal Information (Data Protection)

All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and under EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under that legislation.

Your attention is drawn to our Data Protection Policy regarding data protection and the rights of tutors delivering training events, students and delegates attending training events, courses and workshops (“data subjects”) in respect of their personal data under EU Regulation 2016/679 General Data Protection Regulation (“GDPR”).

A copy of the policy is available at

<https://www.surreycounsellingtraining.org.uk/about-us/terms>

11.1 We may use your personal information to:

11.1.1 Provide Course details to you.

11.1.2 Process your payment for allocation of a place on any course you chose to attend.

11.1.3 Inform you of new courses and services available from Us. You may request that We stop sending you this information at any time.

11.1.4 We will not pass on your personal information to any other third parties without first obtaining your express permission.

12. Other Important Terms

12.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

12.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

12.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

12.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

12.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

13. Smoking, Drugs and Alcohol

Surrey Counselling Training venues, buildings and entrances are smoke free zones. Surrey Counselling Training has a 'zero tolerance' approach to drug, substance and alcohol misuse, reserving the right to suspend any student / workshop delegate found to be in possession of or supplying illegal drugs.

14. Surrey Counselling Training Policies

The following are a selection of documents available on request:

- Academic Appeals Policy
- Access to Assessment Policy
- Admissions Policy
- Assessment Strategy
- Equality and Diversity Policy
- Health and Safety Policy
- Internal Verification Policy
- Submission of Work for Assessment Policy

15. Use of Website

Surrey Counselling Training website may be used for lawful purposes only and students / workshop delegates may not submit, publish or display any content that breaches any law, statute or regulation. Students / workshop delegates should not obtain or attempt to obtain access, through whatever means, to areas of Surrey Counselling Training's network or any Services which are identified as restricted or confidential

16. Governing Law and Jurisdiction

- 16.1** These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales
- 16.2** As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 16.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 16.3** Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.