

# Course accreditation: Person-centred experiential - Counselling for Depression

## Terms and conditions

1. These PCE-CfD Course Accreditation terms and conditions constitute an agreement between the Training Course Provider and BACP when a signed and dated e-application for course accreditation has been received by BACP. The agreement shall be in force for the duration of the application process and the full term of accreditation and includes criteria and details covered in the application form, the QA visit protocol, the IAPT National Curriculum and the refund policy. When agreeing to the terms and conditions, the Course or Training Course Provider is agreeing to the information and requirements in the IAPT National Curriculum, the QA visit protocol, the application form and the refund policy.
2. The Training Course Provider agrees to give BACP reasonable access to all working papers, documents, diagrams and drawings, relating to the provision of the Course and to abide by the reasonable instructions of BACP during the assessment process, annual monitoring and audit visits, for the duration of the application process and the full term of accreditation.
3. Should the Course or the Training Course Provider be unable to meet these terms and conditions, the application may be withdrawn by BACP from the assessment process. If the application is withdrawn for inability to comply with the terms and conditions after the assessment process has begun, BACP reserves the right to charge an administration fee, as defined in the refund policy, for the time spent in considering the application. Where accredited status has been awarded, this may be withdrawn with or without conditions for future re-instatement.
4. These terms and conditions shall be governed and construed in all respects by the Law of England and Wales, and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.
5. These terms and conditions, along with the criteria and details covered in the application form, the QA visit protocol, adherence to the IAPT National Curriculum and the refund policy, constitute the entire agreement between the parties and no warranties or representations were made which induced either party to contract with the other.

6. No failure by either party to rely on its strict legal rights under these terms and conditions shall prevent that party from relying upon them at a later stage.
7. The headings to the clauses (or paragraphs or terms) are for reference only and do not affect the interpretation of the terms.
8. If all or any part of these terms and conditions becomes illegal, invalid or unenforceable in any respect, then the remainder of the agreement shall remain valid and enforceable.
9. For reference throughout the terms and conditions, please refer to the following definitions:
  - Course(s) will refer to a training course that has been assessed and awarded accreditation.
  - Training Course Provider(s) will refer to BACP organisational members submitting an application for course accreditation.
  - Party (Parties) will refer to BACP, the Course and the Course Provider.
  - Criteria will refer to the eligibility and QA visit criteria as detailed in the application form.
10. BACP reserves the right to revise the agreement from time to time. In such instances, BACP will email a copy of the updated version to all accredited courses. The onus is on new applicants to ensure they have read the most up-to-date version, which is available on the BACP website, or on request from BACP, before signing the declaration of honesty at the front of the application form prior to submission.

## **Eligibility - BACP organisational membership**

11. Training Course Providers must be current organisational members of BACP to be eligible to apply for course accreditation. As such, they must abide by BACP's Ethical Framework for the Counselling Professions and comply with the Professional Conduct Procedure. The assessment process, award and continuation of accredited status are thus dependent on the Training Course Provider maintaining its current membership status and compliance with the terms of this agreement.

## **Accredited status and its maintenance**

12. Accredited course status applies specifically to the Course and venue(s) detailed in the corresponding successful application. One Training Course Provider may hold a number of accreditations for each of its Courses that have been awarded accreditation.

## Term of accreditation

13. Accredited status is awarded for a term of three years from the date on the final application assessment report, which confirms accreditation is awarded, unless stated otherwise. The Course Provider can expect to receive the final application assessment report within eight weeks of receiving all required information including tape recordings.
14. The accreditation fee must be paid when submitting the application. The application process will not be progressed until payment is received. The annual monitoring fee is included in the fee paid at the point of application. The fee covers renewals and the initial QA visit during the assessment. Additional QA visits may incur an additional cost to the Training Course Provider. Renewal applications do not require a mandatory visit, but BACP reserves the right to conduct a visit as part of the renewal process if it is deemed necessary.
15. Current accreditation status will remain in force during the full assessment process. Courses are expected to meet all set deadlines; BACP will work with the Training Course Provider, should there be a request for an extension, to provide flexibility to deadlines. Written confirmation of the final outcome of assessment will be provided by email. Courses must inform existing and potential students of the end date of their current term of accreditation.

## Changes to the accredited course

16. Significant changes to a Course must be reported to BACP immediately. If in doubt, communication with BACP should be the default position. Any change, which deviates from that presented at the last assessment, including but limited to: the course content/curriculum, structure, staffing, facilities or venue, without BACP's prior knowledge and approval may result in accreditation being suspended subject to assessment by BACP. Where such changes result in a failure to meet all course accreditation criteria, conditions may be imposed for the re-instatement of accreditation and/or accredited status may be withdrawn.

## Annual monitoring visits

17. An annual monitoring visit by a BACP assessor(s) during the second and third year of the accreditation period is a condition of ongoing accreditation and is in order to confirm the ongoing quality standards of the Course. Courses must meet all criteria for maintaining their accredited status throughout their term of accreditation. BACP will write to Courses on or around the anniversary of your accreditation to arrange a visit. In the event that there is non-compliance with the terms and conditions or criteria, BACP reserves the right to suspend or withdraw accreditation with or without conditions for re-instatement. Refusal to comply with a request for further information and/or a quality assurance visit will jeopardise the

accredited status of the Course and may lead to the removal of accredited status.

## Audit visits

18. BACP reserves the right to conduct an additional QA visit to a Course, at any time, to ensure that it remains compliant with the requirements of the criteria. In the event that there is non-compliance, BACP reserves the right to suspend or withdraw accreditation with or without conditions for reinstatement. Refusal to comply with a request for further information and/or an additional QA visit may jeopardise the accredited status of the Course.
19. In circumstances where a complaint has been upheld by the BACP Professional Conduct Procedure, the accreditation status may be suspended with imposed conditions and/or accredited status may be withdrawn. A BACP quality assurance visit may form part of the conditions imposed, the cost of which would be borne by the Training Course Provider.

## Responsibility/liability

20. The Course is responsible for ensuring that it understands, meets and continues to meet all criteria for its accredited status. The onus is on the Course to inform BACP of any actual or proposed changes to its Course at any time (please refer to clause 16).
21. Where BACP suspends or withdraws accredited status, consequential matters rest between the Course, the Training Course Provider, and its students; BACP accepts no liability for loss of the accredited status (see clauses 24, 25, and 26). The Training Course Provider will be responsible to the students for any detriment caused to them as a result of the Course losing its accreditation.
22. It is the responsibility of the Training Course Provider to ensure that students recruited to CfD training meet the requirements of the IAPT National Curriculum in order to enable them to claim to have completed a BACP accredited course.
23. Accuracy of entries for the online Accredited Course Directory is the responsibility of the Course. Requests to change any information in the directory must be made by email to [bacp@bacp.co.uk](mailto:bacp@bacp.co.uk) and entries will be updated within 10 business days.
24. BACP accepts no liability for any loss and/or damage caused by its employees, temporary workers, agents, contractors and sub-contractors. Notwithstanding any other term of this agreement, BACP's aggregate liability arising out of or related to this agreement, whether for breach of contract, warranty or undertaking or under any indemnity, in tort, for negligence or otherwise shall not at any time exceed the total fee due under this agreement.

25. The Accredited Course Provider shall at all times be liable for, indemnify and hold harmless BACP (together with its employees, temporary workers, agents, contractors and sub-contractors) from and against any and all claims, liability, loss, damages, fines, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by BACP arising out of or connected with the Accredited Course, except those caused by the sole negligence or willful misconduct of BACP. The Accredited Course Provider will obtain and keep in force the appropriate insurance, a certificate or proof of which may be requested by BACP.
26. Nothing in this Agreement is intended nor shall it be construed as an attempt by either party to exclude or limit its liability for any liability which cannot be excluded or limited under applicable law, including without limitation its liability for death or personal injury caused by its negligence or for its fraudulent misrepresentation.

## Changes to the Accreditation of Training Courses scheme

27. BACP reserves the right to supplement or amend the criteria for course accreditation and the maintenance of accreditation. Such changes will take effect from the time notified by BACP but consideration of time to implement changes will be given. Courses will be informed of any such changes as soon as they come into effect and via email and/or letter to the primary contact.
28. BACP reserves the right to withdraw the course accreditation scheme. Such closure of the scheme will take effect from the time notified by BACP but consideration of time to implement the closure of the scheme will be given. Courses will be informed of any such closure via email and/or letter to the primary contact and a pro-rata refund may be applicable, subject to the PCE-CfD refund policy.

## Course continuation: non-recruitment, suspension or closure

29. A course which is not being delivered may not apply for accreditation nor be awarded accredited status.
30. BACP cannot continue to accredit Courses which are not being delivered, i.e. those without any student cohort currently progressing through the training programme. BACP will be obliged to withdraw accredited status with immediate effect in response to such circumstances; it cannot be suspended or deferred. This includes Courses which have ceased to teach but which may have deferred students; BACP will support arrangements made to accommodate deferred students whenever it can. Courses that are planning or expecting to end should contact BACP as soon as possible.
31. Where BACP has imposed a suspension on an accreditation award, the Course will be provided with full details behind the decision and the conditions to be met for re- instatement of accreditation. Failure to address

all set conditions by the stated deadline may result in the withdrawal of that accreditation.

## Loss of accreditation

32. Where accreditation is lapsed, cancelled or withdrawn, a Course will be informed in writing by email and/or letter to the primary contact. The Course and/or the Training Course Provider, must destroy all related certification that remains current, remove all reference to accreditation and stop using the accreditation logo on all its publicity materials with immediate effect. Advertisements of the Course being BACP accredited elsewhere will also need to be removed. It is the responsibility of the Training Course Provider to ensure that this is addressed as soon as possible and confirmed by email to BACP.
33. The Course will be removed from the online Accredited Course Directory and listed as a previously accredited course on the BACP website. The reasons for the loss of accreditation are not provided.

## Course certification

34. BACP awards a certificate of accreditation to successfully accredited courses, which may only be displayed throughout the term of accreditation. If there is a loss of accreditation before the expiry date shown on the certificate, the certificate must be returned to BACP and all electronic copies deleted.

## Graduate status - completion of an accredited course

35. Any student graduating from a Course on or after its date of accreditation may claim to have undertaken a BACP accredited course, unless confirmed otherwise in the accreditation assessment report, and provided that the accredited standards are maintained during their period of study.
36. A student graduating once the accredited status of a course has ended, cannot claim to have completed a BACP accredited course. Please refer to clauses 15 and 16.
37. Any student graduating prior to the accreditation being awarded cannot claim to have completed a BACP accredited course, unless confirmed otherwise by BACP in either the accreditation assessment report or subsequent official correspondence with the Course.

## Publicity and advertising

38. Training Course Providers must not publicise their application for accreditation, any anticipated result or state an intention to seek BACP accredited status.
39. Only a Course which has been awarded BACP accredited status and has current accreditation may claim to provide a BACP accredited course. A

Training Course Provider must not make misleading or ambiguous references with regard to the accreditation of any Course nor the scope of the accreditation awarded.

40. Accredited courses may obtain a license agreement to use the 'BACP Accredited Course' logo. Should the accreditation of the course end or be withdrawn, the course must cease to use the logo on its materials and related publicity with immediate effect. Use of the main BACP trademark logo is not allowed; alternative versions are available for use, as detailed in the [BACP Advertising Policy](#). Use of the permitted BACP logo does not, and must not, be used to represent BACP accredited status.
41. A Course must notify its students immediately when BACP suspends its accredited status. Whilst accreditation is suspended it may not refer to itself as an accredited course and all publicity advertising the course must be changed. The consequences for existing cohorts must be made explicit to students. It must be made clear to potential students that the accredited status is in a period of suspension.
42. A Course must notify its students immediately following the loss of accreditation. When accreditation ends the course may not refer to itself as accredited and all publicity advertising the course as accredited must be changed with immediate effect. The consequences for existing cohorts must be made explicit to students. It must be made clear to potential students that the former accredited status of the course is no longer current and that they can no longer claim to be completing a BACP accredited course. False advertising or misrepresentation of accredited status must be changed on written request from BACP through email and/or letter. Failure to comply with such a request may result in the Training Course Provider being reported to the UK Advertising Standards Authority.

## Personal data and retention policy

43. Data received by BACP, as data controller, will be kept in a secure manner and processed in accordance with the laws relating to Data Protection. Both parties warrant that at all times they will comply with all the obligations imposed on them by the Data Protection Act 2018 and related GDPR principles, legislation and protocols.
44. All hardcopy application materials will be held by BACP for as long as needed in order to process an application and thereafter confidentially destroyed. Electronic versions of applications and annual monitoring reports will be retained on file for the full term of accreditation and thereafter will be deleted after seven years' retention.
45. Where Courses are unsuccessful in their application, all electronic copies will be deleted after a period of three months or retained for as long as necessary to complete the appeals process, if engaged.
46. Where Courses suffer a loss of an accreditation, all electronic copies will be deleted after a period of seven years.

47. Email correspondence related to an application for accreditation is kept for as long as an application is in progress and for a maximum of three months thereafter before being deleted. Other electronic files related to the maintenance of accreditation may be held for the term of accreditation before being deleted.
48. It is the responsibility of the Course to retain a complete version of all submitted materials used within their application and subsequent annual monitoring submissions during their full term of accreditation.

## Force majeure

49. Neither party to this Agreement shall be held in any way responsible for any failure to fulfil its obligations under this Agreement, if such failure has been caused by force majeure and is beyond the reasonable control of either body. Force majeure shall include (but not is limited to) any Act of God, fire, flood, earthquake, storm, natural disaster, war, pandemic, invasion, hostilities, civil war, military power, government, local authority or international imposition of government sanction, embargo or order, labour dispute, strike, boycott, interruption or failure of oil, electricity, gas, water, or tele-communication and website service; failure of the supply of any equipment, machinery or material. The parties agree to enter into negotiations to reach a settlement in relation to the outstanding issues and, if they are unable to agree, shall appoint an independent mediator and/or arbitrator prior to any litigation.

DOCUMENT REFERENCE: PCE-CFD TRAINING COURSE TERMS AND CONDITIONS V1

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