

Training Terms and Conditions

This document sets out the terms and conditions of booking, training, and cancellations.

In these Terms, the following definitions apply:

Class/Classes: Lectures, seminars, workshops, or any other gatherings at which a tutor or presenter is in attendance either in person or online with the intention of passing on knowledge or information.

Course Start Date: This is the date of your first class which will be confirmed to you via email. We do not anticipate that this will change but if it does, We will email you with the new date as soon as possible.

Course Fees: the charges for the Training Course payable by you to June Hale at EICH Norfolk.

Deposit: All deposits are 20% of the Course Fee and strictly non-refundable.

Practitioner: A therapist who works with psychological processes at a professional level and who is accepted as being suitable to undertake the Training Courses.

Student: A person who has enrolled on, has been accepted to train, and is currently attending on any of our Training Courses.

Student Application: The form you completed to apply for the course headed 'CPD Application Form' either online from Our website, or a paper form.

Terms: These terms and conditions as amended from time to time.

Trainer: A trainer who is approved and authorised by EICH Norfolk to provide training on any of Our Training Courses.

Training: Any training provided by Us via Training Courses.

Training Course: Any of the training courses to be provided by Us to one or more Practitioners.

Training Materials: Course notes, handouts, lesson recordings, and all other training materials provided to you to be used in the Training.

We/Us/Our: EICH Norfolk

1 Application of Terms

- 1.1 These Terms apply to all Training undertaken by you.
- 1.2 In absence of your express agreement, you will be deemed to have accepted these Terms by your attending the Training.

2 Training

- 2.1 The Training will be provided by a Trainer through Training Courses.
- 2.2 You will only be permitted to attend Training if you are deemed by the Trainer, in their absolute discretion, to be a suitable candidate for the Training Course.
- 2.3 The Trainer is responsible for setting the dates for the Training Courses, but time shall not be of the essence for provision of the training.

3 Your Obligations

- 3.1 You shall:
 - a) Ensure that any application you make to attend Training is completed fully and accurately.
 - b) Co-operate with the Trainer in all matters relating to the Training.
 - c) Provide the EICH Norfolk with such information and materials as We may reasonably require in order to ascertain whether you are a Practitioner and eligible for Us to supply the Training, and you will ensure that such information is accurate in all material respects.
 - d) Make payment of the Course Fees as directed by EICH Norfolk.

4 Intellectual Property Rights

- 4.1 All Intellectual Property Rights in or arising out of or in connection with EICH Norfolk, the Training and Training Courses are owned by EICH Norfolk and/or its Owner June Hale.
- 4.2 You acknowledge that all Training Materials are the exclusive property of EICH Norfolk and must not be copied (in whole or in part) or re-produced.

5 Confidentiality

- 5.1 All Practitioners undertaking Training Courses with EICH Norfolk undertake to:
 - a) Maintain strict confidentiality within the therapeutic relationship with their course colleagues, consistent with the good care of the individual concerned and the laws of the land.
 - b) Ensure that any relevant notes and records be kept secure and confidential. Students have sole & full responsibility for their clients, throughout and after training.
 - c) Ensure that any lesson recordings be kept secure and confidential.
- 5.2 Confidentiality must be observed at all times unless:
 - a) It is in the best interest of the individual concerned to disclose relevant information.
 - b) The individual concerned has given their permission to disclose.
 - c) Where the law requires disclosure.
 - d) When sharing information with fellow professionals. In the latter case, client anonymity must be guaranteed.

- e) In the event of a complaint being made against them, subject to the complainant providing written consent for their notes and records to be made available, students may be required to provide this information to EICH Norfolk on demand.

6 Limitation of Liability

6.1 Nothing in these Terms shall limit or exclude EICH Norfolk's liability for:

- a) Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors.
- b) Fraud or fraudulent misrepresentation.

6.2 Subject to clause 6.1 EICH Norfolk shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with EICH Norfolk or the Training.

7 General

7.1 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.

7.2 A waiver of any right under these Terms or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by EICH Norfolk in exercising any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy.

7.3 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between the parties.

7.4 A person who is not a party to these Terms shall not have any rights to enforce its terms.

7.5 Except as set out in these Terms, no variation, including the introduction of any additional terms and conditions, shall be effective unless agreed in writing and signed by EICH Norfolk.

7.6 These Terms, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

7.7 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their matter or formation (including non-contractual disputes or claims).

8 Bookings

- 8.1 We will not accept verbal bookings for places on seminars and courses. We will accept email reservations but your place is not guaranteed until We have received payment.
- 8.2 Fees are non-transferable to other seminars or courses or other individuals.
- 8.3 In the event We find it necessary We reserve the right to cancel your participation on the course and refund the balance of fee for any part of the course not attended less an administration fee of 10% of the course fees.
- 8.4 In the event the course is under-subscribed We reserve the right cancel the course and refund all monies paid.

9 Cancellations

- 9.1 All cancellations must be received in writing. Email cancellations are acceptable.
- 9.2 You may cancel your booking with 7 days for a full refund of fees. After this period and until 7 days before the commencement of the course there will be an administration charge of £50.00
- 9.3 Cancellations made within 7 days of the course start date are not eligible for refund save where 9.2 applies.
- 9.4 In the event of 9.3 you will be indebted to us for any monies outstanding for payment of the course.
- 9.5 If you fail to attend the course all monies paid are forfeit and you will be indebted to us for any payment still outstanding.

These terms and conditions are absolute, but should you believe special circumstances¹ create an exception, please contact us as soon as possible.

¹ We may require evidence of special circumstances