

Student Terms and Conditions

2025-2026

Introduction

It is important that you read this document carefully before accepting an offer as it forms the basis of the relationship between you (**Student**, who may otherwise be known as a 'Trainee') and the bpf (**Training Provider**). It sets out the various rights and responsibilities that both you and the bpf have in relation to your study at the bpf.

You should be aware that your acceptance of an offer to study at the bpf signifies your agreement to enter into a contractual relationship with the bpf on these **Terms**.

We refer to this document as the Terms, to reflect the fact that it sets out the "terms and conditions" that apply to the relationship between you and the bpf. The words the bpf, we or our, refer to *British Psychotherapy Foundation*. The words you or your, refer to you in each case as an applicant for study at the bpf and as a Student with the bpf, if your place has been confirmed. These Terms are separated out into five core parts:

Part 1.

Part 1 describes how offers are made and accepted and provides information on how you may cancel your contract with the bpf.

Part 2.

Part 2 describes what the bpf is committing to do. It includes details of the bpf's provision of your tuition and access to its facilities, creating a positive training environment, and making provision for you to raise questions or concerns about any aspect of your time at the bpf. We specifically draw to your attention to the information regarding the bpf's right to make changes (including changes to the **Programme**) and your rights in respect of each type of change as more fully described in section 4 of this Part.

Part 3.

Part 3 describes your rights and responsibilities. This includes details of how complaints can be raised. It also deals with issues regarding the conduct of students in an academic context and more generally.

Part 4.

This sets out various information in relation to your and the bpf's legal rights and responsibilities. This includes important terms relating to the bpf's liability and its use of your data.

Part 5.

You will need to be aware of and comply with the various bpf procedures and regulations that apply to your application to and/or your study or training with the bpf. These are referred to collectively as the bpf's Policies. You should be aware that the Policies may be amended from time to time by the bpf.

Our aim is to make this document accessible and user friendly for everyone. If you have any questions about these Terms (either before you accept an offer of a place or whilst you are a student or trainee), please get in touch with us. Our course contacts are published online <https://www.britishpsychotherapyfoundation.org.uk/contact/>.

PART 1

1. Accepting an Offer

1.1 If the bpf wishes to make you an offer of a place (an **Offer**) on a clinical training programme or other programme or course of study at the bpf (a **Programme**), the terms of that Offer will be communicated to you. This will be done via email.

1.2 In order to accept an Offer, you must communicate that acceptance to the bpf (**Acceptance**). The way that this is done will depend on how the Offer has been communicated to you. Typically, Acceptance can be communicated by written confirmation of Acceptance. Once you Accept an Offer, a legally binding contract will come into existence between you and the bpf on these Terms for the provision of education services (**Contract**). If a time period is specified on your Offer and you do not accept an Offer within this time period, this Offer may be withdrawn by the bpf.

1.3 If you Accept an Offer to study at the bpf, the requirements applicable to enrolment specified in Appendix 1 will apply and these requirements will apply for the duration of your Programme.

1.4 Unless and until you have satisfied the conditions described in section 1.3 (or we have specifically waived one or all of the conditions in writing to you), the bpf will not be obliged to perform its obligations under the Contract as set out in Part 2 and you will not be entitled to take up your place on the Programme.

1.5 Applicants to the bpf should be aware that any Offer that we make can be withdrawn or amended, by giving you written notice, at any time prior to you accepting the Offer and communicating your acceptance to us.

2. Cancelling your Contract

2.1 As you have entered into the Contract “at a distance” (i.e. without you physically meeting us at the bpf to create the Contract), you have a legal right to change your mind within a cancellation period of fourteen (14) days starting from the day after Acceptance. These rights arise under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

2.2 If there are less than fourteen (14) days from the date after the Contract comes into existence and the date on which we are due to start providing the services, your Acceptance amounts to a specific instruction for us to commence providing the services during the cancellation period.

2.3 If you cancel the Contract under this section 2, you are entitled to a refund of any Tuition Fees that you have actually paid prior to giving us notice of cancellation. Tuition Fees do not include the non-refundable deposit you will be required to pay in order to secure your place on Acceptance of our Offer to you.

2.3.1 In the rare circumstances where we have commenced providing the services to you during the cancellation period, we reserve the right to charge you a reasonable amount (in proportion to what has been supplied, in comparison with the full coverage of the Contract) for services provided up until the time you tell us that you wish to cancel the Contract.

2.3.2 The bpf may retain some of the Tuition Fees paid by you in advance when we make a refund to you. Any Tuition Fees that are retained will be to cover any services provided by the bpf, and the cost of providing those services to you, before you exercised your cancellation right under this section 2.3.

2.3.3 The bpf will retain the non-refundable deposit required to secure your place upon Acceptance of our Offer to you. This deposit covers essential administrative costs related to teaching provision that will need to be covered once a place on a Programme has been formally accepted.

2.3.4 The bpf will retain the application fee paid by you at the point of submission. Application fees cover necessary administrative costs associated with processing applications, as well as securing and scheduling interviews, where these are required as part of the assessment of applications.

2.3.4. a) In the unlikely event of an applicant not proceeding to interview, where an interview is required, a partial refund of the application fee may be requested by the applicant.

2.4 We will make any relevant refunds due to you as soon as possible. If you are exercising your right to change your mind during the cancellation period, your refund will be made within fourteen (14) days of your telling us you have changed your mind. Application fees and deposit fees are non-refundable.

2.5 To cancel your Contract with us you will need to notify us using one of the following methods:

- By emailing us at the specific email address for the respective training or course. Our course contacts are published online:
<https://www.britishpsychotherapyfoundation.org.uk/contact/>.
- By post to:
Training Administration, British Psychotherapy Foundation, 37 Mapesbury Road, London, NW2 4HJ.

PART 2

3. Provision of Services

3.1 the bpf commits to:

3.1.1 Provide the services relevant to your Programme with reasonable care and skill and in order to enable you to achieve Programme outcomes. More detailed information about the different aspects of your Programme will be provided in the respective Handbook at the beginning of your training or course.

3.1.2 Make available reasonably appropriate infrastructure and facilities to support your learning and achievement of any Programme outcomes. This includes, as appropriate, use of teaching and learning spaces, access to the bpf's Clinical Services, the bpf's Russell Library (in-situ and online) and AV equipment in accordance with the bpf's Policies.

3.1.3 Work to provide a learning, working and social environment in which the rights and dignity of all its students and staff are respected, which is free from discrimination, prejudice, intimidation and all forms of harassment including bullying. Where this does not happen, the bpf is committed to responding to student concerns and complaints.

3.1.4 Provide you with ready online access to the bpf's Policies and ensure that these are maintained and kept up to date. It is important that you are aware of and can access our Policies.

3.2 The bpf's commitments under this section 3 apply in respect of registered bpf students who have enrolled and secured their bpf Trainee Membership, and the commitments are subject to the remainder of these Terms and the bpf's Policies. For example, the bpf may be entitled to suspend performance of these commitments if students have not paid outstanding Tuition Fees (defined in section 7), bpf Trainee Membership Fees, failed to provide a valid DBS certificate (where requested), and/or are subject to disciplinary action.

4. The bpf's Ability to Make Changes

4.1 The organisation, timetabling and operation of Programmes is a significant and complex exercise. There are numerous internal and external factors which impact on how the bpf is able to manage its teaching and learning spaces and resources (in-situ and online).

4.2 To ensure that our Programmes can be run effectively for the benefit of our trainees and students, we need to retain the ability to alter aspects of individual Programmes where we think this is reasonable and/or it is needed. This may include:

- changes to the timetable
- location
- teaching staff allocation
- level and availability of supervision
- number of classes/seminars/tutorials
- method of delivery (including any change from face-to-face delivery where necessary)
- content
- assessment & curriculum

4.3 The changes that the bpf may need to make, not including where section 12 applies, are categorised as follows:

4.3.1 Programme Cancellation: This is where the bpf cancels your Programme in its entirety for your intake/cohort. Written notice will be given before the start of the Programme.

4.3.2 Material Changes: These are changes that are classified as either major or moderate amendments to the Programme. Examples of the types of changes

include changes to a substantial part (at least a third) of the Programme's intended outcomes, the level or award or title of the Programme, and location or mode of study.

4.3.3 Minor Changes: These are any changes that are classified as minor changes and could include changes to weighting of assessment, methods and criteria of assessment, balance of learning activities, changes to annual cohorts of trainees or students, or changes to module titles or seminars.

4.4 We will communicate any such changes to you in a timely manner.

4.5 Where the bpf intends to make any Material Change, we will consult with you before final decisions are taken and listen to your concerns. We will take into account the concerns of students and assess these against the needs of the wider student body. Where the bpf has to change a student's supervisor or personal tutor, we will liaise with you to ensure you are provided with a suitable replacement.

4.6 If the bpf intends to make any Minor Changes, we will notify you of the Minor Change.

Part 3

5. Your Responsibilities as a bpf Trainee or Student

5.1 By accepting an Offer to train or study at the bpf, you commit to:

5.1.1 Follow the bpf's instructions and process for deposit fees, pre-enrolment checks/registration and enrolment. Once the conditions for taking your place on a Programme have been met, you will need to do this before you can participate on your Programme. The bpf's instructions and the process for pre-enrolment / registration and enrolment will be communicated to you when an Offer is sent.

5.1.2 Pay your Tuition Fees and any other Fees that are payable to the bpf, such as non-refundable deposit fees and bpf Trainee Membership on time. Details of when fees become payable and how payments are made can be found in section 7 – Tuition Fees, below.

5.1.3 Comply with the bpf's Policies. We expect you to uphold your commitment to respecting all members of staff, maintaining appropriate and considerate communication with colleagues and members of staff, and to refrain from behaving in a discriminatory and intimidating way, or to engage in any form of harassment, towards other students, members of staff and visitors.

5.1.4 Provide the bpf with information about you and your academic progress. You will need to provide information to the bpf about you and your satisfaction of any conditions related to your commencing and/or continuing training or study and ensure that such information is true and accurate in all respects. Once you are a student at the bpf, you will need to ensure you keep the bpf up to date with your personal details and respond to other reasonable requests for information from the bpf.

5.2 You have a legal responsibility to take reasonable care of yourself and all others who may be affected by your acts and omissions, and to co-operate in enabling the bpf to discharge its legal duties with regard to health and safety and safeguarding, including implementation of the relevant bpf policies. If you undertake clinical work, you are also required to familiarise yourself with the relevant bpf policies and guidance notes which are made available to bpf students and any additional guidance provided by the bpf's Clinical Services.

5.3 Where a Programme also leads to a professionally accredited qualification with the British Psychoanalytic Council (BPC) and/or Association of Child Psychotherapists (ACP), the relevant professional body may also have its own code of conduct and/or guidance which trainees and students on such Programmes should make themselves aware of.

5.4 Where a student is registered with the BPC and/or ACP and concerns are raised about their fitness to practice or conduct, the bpf may refer these concerns to the body they are registered with who will enact their own policies.

6. Complaints

6.1 The bpf has a Student Complaints Policy which you should use for raising any concerns or complaints that you wish to make. You should only submit a formal complaint using the Student Complaints Policy if informal discussion (where that is appropriate) fails to resolve the matter satisfactorily and where there appears to be genuine grounds for making a complaint.

6.2 If you have enrolled on a Programme delivered with one of the bpf's partnering Higher Education institutions, such as University College London (UCL) and Birkbeck University of London, it may be possible to take your complaint to the OIA. The Office for the Independent Adjudicator (OIA) is the independent body set up to review student's complaints and academic appeals. Please refer to the Students Complaints Policy further information.

7. Tuition Fees

7.1 During and in connection with the Programme, you will be required to pay fees to the bpf (**Fees**). These include:

7.1.1 Fees that are directly related to us providing you with tuition and learning support connected to your Programme (**Tuition Fees**). Tuition Fees enable the bpf to function effectively as a Training Provider and Membership Organisation and deliver the Programme to you.

7.1.2 Other fees related to your Programme (**Programme Fees**). The amount of Programme Fees payable will be different depending on the nature of your Programme. These fees relate to costs of Programme-related activities, such as:

- personal therapy and supervision
- room rental costs
- DBS checks
- travel costs and others

These costs are not set by the bpf and must be agreed to by the trainee or student directly with the relevant service provider.

7.1.3 Other fees related to your relationship with the bpf while studying (**Training Membership Fees**). These fees relate to costs associated with insurance, access to resources and events, and membership of Programme materials, such as journals and research databases. Where required, an annual bpf Training Membership Fee is due from the moment you accept your Offer on a Programme.

7.2 Up-to-date details on Tuition Fees and Training Membership Fees, as well as payment methods and schedules, can be found on the bpf's website.

7.3 The bpf reserves the right to require that you pay a deposit to secure your place on a Programme. A non-refundable deposit is required to secure your place upon Acceptance of our Offer to you. This deposit covers essential administrative costs related to teaching provision that will need to be covered once a place on a Programme has been formally accepted.

7.4 The Tuition Fees that you are required to pay are contained in the Offer and, if you Accept an Offer, on the Fees page of the bpf website here:

<https://www.britishpsychotherapyfoundation.org.uk/fees/>.

The details contained on the bpf's Credit Control Policy, available on the bpf website here <https://www.britishpsychotherapyfoundation.org.uk/policies-procedures/>, form

the definitive statement of Tuition Fees due from you on an annual basis. Fees set by the bpf (Tuition Fees and Training Membership Fees) will increase annually in line with inflation in the UK.

7.8 You should be aware that there may be other costs associated with your study at the bpf that are your responsibility, and which are not covered by the Fees or otherwise by these Terms. For example:

- you may purchase books and/or other materials in connection with your Programme or incur printing and photocopying charges.
- you may be renting a consulting room or renting accommodation.
- you may be required to cover Personal Indemnity Insurance (depending on your Programme).
- you may need to cover additional travel costs when completing placements or attending seminars.

7.9 You should be aware that you may also incur fines if you do not comply with certain aspects of the bpf's Policies (including for example causing damage to or the late return of library materials).

7.10 You are responsible for ensuring your Fees, charges or fines incurred by you at the bpf, or in connection with your studies, are paid in a prompt and timely fashion.

7.11 Where a third party is responsible for payments on your behalf, you will remain responsible for payment by that third party and so must ensure that they pay in a prompt and timely fashion.

7.12 If any Fees remain outstanding after the due date for payment, the bpf reserves the right to do any or all of the following:

7.12.1 suspend or terminate your participation in the Programme and/or registration as a student at the bpf.

7.12.2 prevent you from progressing on your Programme (where applicable).

7.12.3 withhold any award you are entitled to; and/or

7.12.4 take legal action against you to recover any outstanding Fees, any late payment surcharges, and any interest on those amounts (calculated at an annual rate of 3% above the Bank of England base rate).

7.13 Where any of sections 7.12.1-7.12.4 apply, the bpf will not be required to perform its obligations set out in these Terms.

9. Data protection

9.1 The bpf will receive personal data from you in various ways both before and during your period of study at the bpf and further information relating to you will be generated while you are studying at the bpf. This may include special category or criminal convictions data under data protection legislation (the General Data Protection Regulations (Regulation (EU) 2016/679) as implemented by the Data Protection Act 2018 (as amended)).

9.2 Your personal data (including any special category personal data) will be held by the bpf and may be used by the bpf to enable the bpf to fulfil its responsibilities to you. Information on what information we collect, why and how we use the data can be found in our Privacy Notice <https://www.britishpsychotherapyfoundation.org.uk/policies-procedures/privacy-statement/>.

10. Suspending and Ending the Contract

10.1 The bpf may suspend the Contract, and as a result its obligations to you, if permitted by and in accordance with these Terms and/or any of the bpf's Policies.

10.2 If you are suspended from the bpf in accordance with the bpf's Policies, the bpf's obligations under the Contract shall be suspended for the duration of your suspension.

10.3 The bpf may end the Contract and expel you immediately by giving you notice if you:

- Fail to pay any Fees and/or deposits when due; or
- Do not or cease to meet any of the conditions specified in Appendix 1 at any time; or
- You breach an important term of this Contract or any of the bpf's Policies or repeatedly breach them and either that breach is not capable of remedy or you do not remedy that breach within a reasonable period of time of being asked to by the bpf in writing.
- You repeatedly breach the Contract in such a manner as to reasonably justify the opinion that your conduct is inconsistent with you having the intention or ability to give effect to or comply with the Contract.

10.4 If you are excluded from the bpf or your studies are terminated in accordance with the bpf's Policies, the Contract shall automatically end with effect from the date of your expulsion or termination.

10.5 Separate to your rights in section 2, your ability to withdraw from or interrupt your participation in the Programme is set out in the bpf's Policies. If you:

- Interrupt your participation in the Programme, the bpf's obligations to you will be suspended for the full duration of that interruption, and you may be required to pay a definitive administrative fee to process any data necessary to your continued relation with the bpf;
- Withdraw from the Programme, that will end the Contract.

10.6 If and when the Contract comes to an end for any reason, it will be necessary for certain of the Terms to continue in force. Where any of the Terms state that it survives termination or by implication the Term should or does survive termination, it will do so.

Examples of the Terms that will survive termination are sections 5.1.2, 6, 7.10 to 7.12, 9, 10.6, 11, 13 and 14.

11. Liability and Insurance

11.1 Your attention is particularly drawn to this section because it imposes certain restrictions on the bpf's potential liability to you.

11.2 The bpf does not in any circumstances seek to limit or exclude its liability for death or personal injury arising out of bpf's negligence, fraud or fraudulent misrepresentation or for any other liability which the bpf cannot limit or exclude by law.

11.3 The bpf does not accept responsibility for any loss or damage to your property. In certain circumstances, you may need to take out other types of insurance, for example personal indemnity insurance.

11.4 You acknowledge that Tuition Fees do not bear a direct relationship to teaching hours, contact hours or other easily measurable services. A wide range of other educational, professional and clinical services, facilities, support services and other costs are taken into account in Tuition Fees. Undertaking the Programme requires significant independent study, research and/or work by you, which is supplemented by teaching and contact hours. When it comes to the bpf's liability, Tuition Fees are primarily linked to the bpf having enabled you to achieve the Programme's outcomes rather than the provision of specific services or teaching or contact time.

12. Events Outside the bpf's Control

12.1 Your attention is particularly drawn to this section because it imposes certain restrictions on the bpf's potential liability to you.

12.2 The bpf will not be liable to you for loss and/or damage arising from circumstances or events that are outside the bpf's reasonable control. Such circumstances or events

include, without limiting what is intended, strikes and other industrial action (of bpf staff or staff of third parties), over or under demand for courses or modules, lack of or significant reduction in funding from third parties (unless caused by the bpf's wilful default), non-availability of staff (on a long-term or short-term basis, such as staff illness), severe weather, fire, civil disorder, riot, terrorist attack or threat of terrorist attack, pandemic, epidemic, political unrest, government restrictions and concern with regard to the transmission of serious illness.

12.3 The circumstances or events set out in section 12.2 are considered rare but when they do occur the bpf reserves the right to make changes to or cancel all or part of a Programme. The bpf will where practical and possible do what it reasonably can to provide appropriate and alternative options to you to minimise the disruption you experience.

13. Notices

13.1 Any notice or other information relating to the formal relationship between you and the bpf that you need to give to the bpf, or that the bpf needs to give to you, must be in writing and may be given by hand or sent by e-mail or post. The bpf will use e-mail as a primary means of communication for sending you this information.

13.2 You should check the e-mail account you provided us with as regularly as possible, as the bpf cannot be held responsible for the consequences of any messages that you have not read or if messages are lost or delayed.

13.3 You are responsible for maintaining up-to-date address and other contact details by emailing us. Any notices or information sent to your last recorded email address will be deemed to have been properly given.

13.4 Subject to section 2.5 of these Terms, a notice under this section 13 will be validly served by you if sent to the bpf: (i) at the following address for hand delivery or post: Training Administration, British Psychotherapy Foundation, 37 Mapesbury Road, London, NW2 4HJ, or (ii) contacting the bpf via email.

13.5 The bpf may also draw your attention to important information through announcements on the bpf's website and through emails to the bpf's Training Membership.

14. General

14.1 These Terms and the relationship between the bpf and you shall be governed by and interpreted in accordance with English law.

14.2 Both the bpf and you agree to the non-exclusive jurisdiction of and to accept the authority of the courts of England and Wales.

14.3 If any condition of this relationship is found to be void or unenforceable (in whole or in part) by any court or other competent authority, the rest of the contractual relationship will continue to apply.

14.4 The bpf may need to make changes to these Terms from time to time. While we will try not to make changes, if we do, we will act reasonably and notify you of changes by posting the updated Terms on the bpf website and drawing the specific changes to your attention and, where reasonably practical, providing notification to you (whether to you specifically or generally to the bpf Training Membership).

Appendix 1

Conditions of Enrolment

Your Offer and/or right to enrol and/or participate on the Programme is conditional on the following conditions being met:

- a)** Any conditions specified in the Offer communicated to you via email and/or in any hard copy documentation provided to you with the Offer being satisfied (unless stated otherwise in writing) on or before the earlier of the date specified in the Offer or on which the Programme is due to commence;
- b)** There must be no change in your circumstances which would make it inappropriate for you to participate in the Programme or to be enrolled at the bpf. Such a change in circumstances would include anything that would entitle the bpf to
 - i.* withdraw you from your Programme in accordance with these terms and conditions, or
 - ii.* discipline you, if you had been (at the time) a student at the bpf; and
- c)** You must comply with the bpf's processes and procedures for providing original evidence (translated into English if applicable) of the qualifications that entitle you to be registered for the Programme to which you have been made an Offer. Any photocopies must be authenticated by the awarding body. Details of the necessary procedures will be provided shortly before enrolment. You will not be permitted to enrol unless and until such documentation has been received.
- d)** You must have a good command of English to the standard acceptable to the bpf. Please note, any extra expense incurred in doing so will be your responsibility.
- e)** As the bpf is unable to sponsor Student Visas, you must hold the right to remain (Indefinite Leave to Remain) in the UK where a Programme's course of studies comprises 3 or more years, or
 - i.* You must hold the right to live and work in the UK (or an equivalent valid Visa) where your Programme's course of studies comprises 1 to 2 years, for the entire duration of your Programme's course of studies. Any costs associated with securing, extending and/or re-applying for a Visa or Residence Permit must be covered by you.
- f)** You will be required to provide a valid Disclosure and Barring Service (DBS) check certificate and, if you do not possess one, begin a new DBS check application, including a check against the adults' barred list and/or the children's barred list, with the bpf at the point of enrolment. You will be required to register with the DBS Update Service for annual DBS checks. Any expenses related to this will be covered by you.

- g)** You must not have a criminal conviction that the bpf deems would make it unsuitable for you to be admitted to the Programme.
- h)** You must register and enrol at the bpf in accordance with the bpf's instructions and by the date notified to you, once your deposit fee has been paid (where applicable). If you do not register and/or enrol as required, the bpf may refuse to register and/or enrol you or charge you a late registration or enrolment fee.
- i)** You must comply with the bpf's Policies.

Declaration of Acceptance

By signing this document, I confirm that I am accepting an Offer made to me on a bpf Programme, or on a Programme delivered by the bpf in partnership with another institution, and I declare to have read, understood and agreed to the Terms, including conditions and commitments, outlined in this document (Terms) to the best of my knowledge and ability.

By returning this document signed, along with a signed copy of the Offer letter sent to me, I confirm that in accepting the Offer made to me I commit to paying a non-refundable deposit fee of £400 to the British Psychotherapy Foundation (bpf), as outlined in this document (Terms), where a deposit may be required.

I understand that all details pertaining to payment of Fees to the bpf, including payment methods and reference to annual increases, are outlined in the Credit Control Policy, also available on the bpf's website here:

<https://www.britishpsychotherapyfoundation.org.uk/policies-procedures/>.

Where an Offer is made to me on a Programme delivered by the bpf in partnership with another institution, I confirm that I remain responsible for communicating with the bpf and the relevant partnering institution regarding all matters pertaining to my Offer.

Where payment is made to a partnering institution and/or made by a third party on my behalf, I remain responsible for ensuring timely payment of any Fees due to the bpf or to a partnering institution as they may apply.

Name:

Address:

Signature:

Date: