

STUDENT AGREEMENT

Terms and Conditions

These Terms and Conditions apply from 1 December 2022.

1 Definitions

In these Terms and Conditions, the following terminology shall have the following meanings:

- “Student”/” They”/”His/Her” “You” means the person/s who has/have accepted a place on a course and will be training at Tobias School of Art and Therapy.
- “School Administrator” means the School Administrator at Tobias School of Art and Therapy, Coombe Hill Road, East Grinstead, West Sussex, RH19 4LZ
- “College” means Tobias School of Art and Therapy, the training provider.
- “Academic Year” means a calendar year running from 1 August in one year to 31 July in the next year or from Module 1 – Module 8 on the Part Time/Modular training.
- “Tuition Fees”/” Fees” means tuition fees and, where relevant, additional fees or costs required for the training.
- “Enrolment” means the process by which a Prospective Student or Student formally registers their participation or continued participation in a Course at the College and provides information required by the College. Completion of the enrolment process is required for the College to grant access to the training and related Services (e.g. in-school library, course materials, tuition etc.).
- “Training”/” Programme” means the specific training the student has applied for as named on the Student Agreement.
- “Prospective Student” means a person who has accepted a place at the College, conditionally or unconditionally, and who has not yet enrolled for their first Academic Year at the College.
- “Regulations” means the College’s regulations, rules, codes, policies, procedures and other instructions and administrative arrangements as are in force and as amended from time to time, including relevant decisions of the Director/s and Tutors.
- “Services” means such educational services and facilities which are provided by the College for students (including but not limited to the provision of library facilities, administrative services and provision of student support and guidance).
- “Terms and Conditions” means the terms and conditions contained in this document.
- “Tuition Fee Contract” means the document outlining the payment plan for a particular Course.
- “Finance Terms and Conditions” means the terms and conditions that apply to the finance agreement.
- “The Contract” means the arrangement between the Student and the College, comprising the Student Agreement, Tuition Fee Contract, the Finance Terms and Conditions, and any other documents specified in the Student Agreement.

2 Contract formation

2.1 A contract on the Terms and Conditions is formed between you and the College at the point when you accept the offer of a place at the College. By accepting a place at the College you are also agreeing to be bound by these Terms and Conditions. It is therefore important that you read and understand them prior to accepting your place.

2.2 The contract will expire, subject to the provisions for early termination in the Terms and Conditions, on the completion of your training, whether or not you are conferred with a College award but any outstanding obligations shall continue in force until fulfilled.

2.3 These Terms and Conditions govern all contracts for the provision of Services by Tobias School of Art and Therapy and its students.

2.4 No variation to the Terms and Conditions shall be binding unless agreed in writing between all the parties.

2.5 The headings in the Terms and Conditions are for convenience only and shall not affect their interpretation

3 Admission

3.1 Enrolment

You are required to enrol with the College at the start of your Course.

3.2 Consideration of Applicants

All applications for a place at the College are considered on their individual merits in the context of the guidance set out in the relevant Course literature. These requirements stated in the Course materials may be updated without notice to Prospective Students where it is reasonably considered by the College to assist in the proper delivery of education. The College reserves the right to introduce changes during the Academic Year when it reasonably considers it to be in the interests of Students or it is required by law or by the College's Accrediting Bodies. The College is not obliged to provide reasons or its decisions in relation to applications.

3.3 Conditional Offers

Some offers of a place may be conditional on a Prospective Student fulfilling certain requirements either academic or otherwise, which will be stipulated in writing when the offer of a place is made. If a Prospective Student fails to meet these requirements to the reasonable satisfaction of the College, the contract between the Prospective Student and the College shall, unless the College agrees otherwise, automatically come to an end and both parties shall be in the same position as if they had never entered into any contract.

3.4 Progression

Our agreement with each student covers the period of the student's training, however, progression on the training is not automatic and is subject to the satisfactory completion of the training requirements, including attendance, personal development, written and verbal assessments, placement fulfilment and personal therapy. We reserve the right to defer a student or terminate their training based upon our professional experience.

3.5 Participation

I understand that role play is an important learning and teaching technique on this training course and agree to take part in this activity. Role play on a Therapy training involves a preparedness to take the part of client or therapist as part of structured activities during practical teaching sessions.

I agree to apply for an enhanced Disclosure and Barring Service (DBS) check where required by placements.

I understand that I may be asked to refrain from attending classes if the Course Leader considers that any of the criteria below apply in my case:

- my behavior on the course is deemed inappropriate;
- my contributions or my conceptual/theoretical understanding is below the academic standard necessary;
- there are concerns about my participation in the course group;
- my pattern of attendance is sporadic or I attend late/leave early to an inappropriate degree;
- I fail to adhere to the terms of this contract.

I will abide by the Tobias' Equal Opportunities Code: Tobias believes that each individual has the right to be heard, seen and respected on this training. Tobias values and actively engages with diversity of culture, race, religion, gender, age, sexuality and ability/disability.

I will abide by the Grievance procedure adopted by Tobias School of Art and Therapy: In the event of any complaint, a written submission must be made to a Director of the company. The Directors will investigate the complaint, involving input from the Course Tutor. If requested to do so, the complainant will agree to attend a meeting with the Director and the complainant, possibly

including the Course Tutor. The Director will make best endeavors to resolve the issue to the complainant's satisfaction, however, the Director's decision will be final.

I accept that I will receive the course award only if I meet the assessment criteria described in the course handbook. The training requires:

- full attendance
- full payment of fees
- satisfactory completion of all written assignments
- satisfactory skills practice assessment
- satisfactory ongoing tutor evaluation during the course.

In addition, for the Transpersonal Arts in Therapy training students will need to:

- complete 40 personal therapy hours throughout the duration of the training.
- satisfactorily complete all placement requirements.

If I do not meet these criteria, I understand that I will receive a certificate of attendance instead - unless at my own cost and in my own time I agree remedial action with Tobias School of Art and Therapy.

4 Provision of Training

Tobias School of Art and Therapy reasonably endeavours to deliver the training in accordance with the descriptions set out in the relevant course literature. The literature is produced at the earliest possible date assist prospective applicants. It is, however, inevitable that changes will occur between the date of publishing and the start of the Academic Year to which they relate. The College therefore:

4.1

reserves the right to update policies, practices, academic programmes, courses, timetables, or calendars, including adjustment of the content of any of the programme, and the cancellation or rescheduling of courses without prior notice. We will, however, make every effort to minimise any inconvenience. At times when courses are unable to take place due to adverse weather conditions, these dates will be re-arranged.

4.2

reserves the right to make variations to or withdraw Services if such actions are reasonably considered to be necessary by the College. The College reserves the right to make additional charges and to vary such charges from time to time for Services.

4.3

In the event of bad weather conditions the school reserves the right to close and or discontinue teaching in the interests of health and safety for staff and students.

5 Rules and Regulations

You are required as a condition of accepting a place at the College to abide by, and to submit to, the BACP Ethical Framework for Counselling and Psychotherapy. These include regulations in the following areas (although the list is not all embracing): academic; conduct and discipline; financial; health and safety; data protection; library and computing; equal opportunities; intellectual property; complaints; programme requirements; placement agreements and policies.

The College reserves the right to make reasonable changes to the Regulations where in the opinion of the College it will assist in the proper delivery of education and/or it is in the interests of the College. These changes will normally come into effect at the beginning of the next Academic Year. The College reserves the right to introduce changes during the Academic Year when it reasonably considers it to be in the interests of Students or it is required by law or by the College's Accrediting Bodies.

6 Fees

Fees must be paid in accordance with the Tuition Fee Contract and Finance Terms and Conditions. This must be completed separately and forms part of the full contract. By signing this Student Agreement, you are acknowledging your commitment to the payment

of all tuition fees under the terms of the Tuition Fee Contract as specified in the relevant payment schedule and signifies agreement with all Finance Agreement terms and conditions contained therein.

7 Duties and Obligations of the Student

7.1 Attendance

The Student shall be required to attend the training 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 courses.

7.2 Absence and Sickness

7.2.1 The Student must notify his/her tutor immediately on the first day of each absence from the Courses or as soon after it is practicable and give the reason for and expected duration of their absence. Repeated absence from the Course may result in the termination of the training contract.

7.2.2 The Student shall be required to produce a medical certificate to the College following the end of three (3) days consecutive absence from the Courses. Failure to present such certificate will be taken as evidence that the Student is in breach of their obligations under Clause 7.1 of this Student Agreement.

7.3 Conduct

7.3.1 The Student shall at all times behave in a responsible manner and shall not conduct him/herself in such a way that his/her 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. Confidentiality is held within the faculty team unless there is concern for the welfare of the student. Students are expected to take responsibility for their therapeutic issues in therapy. This is a requirement of our professional training.

7.3.2 The Student shall at all times maintain confidentiality throughout, which includes work with clients, triads and personal work done in the group, for the honour and protection of the people involved.

7.3.3 The Student must undertake personal therapy. This gives protection for the practitioner and client. College staff reserve the right to indicate when it becomes clear that a Course member may need additional support with further need for therapy.

7.3.4 In the event that a student gives cause for concern about their performance, interaction with tutors and administration staff there will be tutorials between Tutors and the Student about ongoing monitoring of behaviour to resolve any conflict. All agreed changes to the Student's behaviour must be documented and copies given to all involved parties and a copy placed in the student's folder.

7.3.5 In the case of a serious breach of discipline The Student Disciplinary Policy provides a framework within which appropriate action may be taken.

7.4 Independent Study Time:

Independent study time is an integral part of the training. It is my responsibility to demonstrate responsibility, autonomy and management skills essential for therapeutic practice.

I shall set aside time for: Art Practice; Reading; Journaling; Writing

Throughout the duration of the training it is expected that students allow six hours per week for home study, art practice and essay writing

7.5 Placement

Experiential learning in supervised clinical placements forms an important part of the course. It is considered hands-on experience that is carefully supervised and provides an essential way of learning the skills and attitudes needed to become a therapist. This is recognised by the placement providing a considerable component of the professional practice, clinical placement and supervision.

The Practice Placement should be local and consider the student's prior learning and experience and the availability of the Practice Placements.

In the second year students generally begin a placement alongside their training days. One day per week is set aside as a placement day. If there are reasons why this is not possible, I shall need to discuss these with the course tutors.

In the third year this continues and intensifies as 250 hours of clinical placement are required for completion of the training.

7.6 Course Timings

This training is fulltime, conducted over two years consisting of tuition of two days per week (Mon and Tues over 3 terms and a total of 31 weeks per year). In the first year there is one week intensive per term (Mon - Thurs). Further additional weeks are discretionary.

Teaching Hours

9.30 – 11.00 am

11.30 – 1pm

Lunch

2.00 – 3.30 pm

4:00 – 5:00pm.

7.7 Tutorials

I am offered one 30 minute individual tutorial session per term. *I am required to provide a learning statement one week before the tutorial.* I am able to request additional tutorials at any time when required

7.8 Photographs

7.8.1 I am aware that Tobias School of Art and Therapy can take photographs and or video recordings of students whilst they attend the school to celebrate their achievements and successes.

7.8.2 Still or moving images may be published in printed publications (e.g. School prospectus, newsletters) and/or on our external websites (www.tobiasart.org).

7.8.3 They may also be used to promote the good educational practice of the school. Student's names will never be published alongside their photograph externally to the school. Names may be used internally, for example – on a display.

7.8.4 Photographs / videos may also be published *for internal use only*, as part of regular classroom work e.g. on classroom displays, within multimedia projects, on the school's internal network and to share educational achievements.

7.8.5 Electronic images, whether photographs or videos, will be stored securely on the school's network which is accessible only by authorised users.

7.8.6 Photographs and videos may be securely archived after you have left the school and may be re-used or re-published externally without renewed consent. Archiving provides a valuable record of the school's history for future generations.

7.9 Tobias Trust Ltd

I am a member of the Tobias Trust Ltd which is a charity and therefore eligible to attend the AGM.

8. Data Protection

The College is registered under the General Data Protection Regulation 2018 (GDPR 2018) to hold personal data (as defined under the GDPR 2018) including sensitive personal data (as defined under GDPR 2018 (Sensitive Data)) on its Students. The College will only hold and use Personal Data for the purposes in line with the requirements of the GDPR 2018.

9 Liability

9.1 General

Students are advised to obtain insurance for their own property before arrival at the College and should note that all activities are undertaken at their own risk. In certain circumstances you may be required to obtain other types of insurance, for example, equipment insurance. The College cannot accept responsibility, and expressly excludes liability to the fullest extent permissible by law, for:

- all damage to your property (including vehicles and bicycles parked on College premises) unless it is caused by the negligence or default of the College or its staff;
- the non-return of work submitted for assessment unless it is caused by the negligence or fault of the College or its staff;
- any modification or cancellation of Programmes;
- personal injuries or death except in so far as it is caused by the negligence of the College or its staff;
- all indirect and consequential losses, loss of opportunity and loss of income or profit, however arising.

- Any theft and or damage to students' possessions whilst on the College's premises.

In any event, save for any liability in negligence for personal injury or death, any remaining liability or any other liability of the College in contract, tort, breach of statutory duty, misrepresentation or any other liabilities, however occurring, are limited to the value of Tuition Fees paid by or on behalf of the Prospective Student or Student to the College or the amount, if any, the College receives from its insurers in respect of that particular loss, whichever is the greater.

9.2 Exclusion of liability for events beyond reasonable control. Neither party shall be liable to the other for any failure or delay in performing its obligations under this contract if such failure or delay is due to any cause beyond that party's reasonable control. This will include (but will not be limited to) governmental actions, war, riots, civil commotion, fire, flood, epidemic, labour disputes (including labour disputes involving the workforce of any third party) and act of God.

9.3 Connecting Student's personal IT equipment to the College's network

Students connecting to the network do so on the basis that they accept all risks associated with the connection (e.g. virus attack) and that the College accepts no liability save for loss or damage caused directly by the negligence or breach of contract by the College or its staff and provided always that the College accepts no liability for any indirect and consequential losses.

10 Termination of Contract

10.1 Termination of Contract by the College

The College may without liability terminate this agreement at any time immediately by written notice if you are in material breach of the Terms and Conditions and in particular in the following circumstances:

- a. If you have provided false, incomplete or misleading information in relation to your application for admission to the College;
- b. If you fail to comply with requests for information, to make declarations, and/or to meet any specific requirements of your Programme;
- c. Where your circumstances change so that you are no longer able to meet any agreed special requirements, for example, you acquire a relevant criminal conviction or develop a condition so that you no longer meet the occupational health requirements;
- d. If you fail to meet the requirement to enrol in the first year of your Programme or fail to re-enrol in subsequent years within the required timescale;
- e. Where it has been found that you have breached the Regulations according to the BACP Ethical Framework for good practice;
- f. If you fail to meet the required standard of Students' performance for your Programme, including but not limited to unsatisfactory standard of work, failure to meet specified attendance requirements [for your Programme], failure to submit course work and/or meet Programme deadlines, failure to fulfil a specified contract of studentship in a Programme and failure to adhere to professional standards for training purposes;
- g. Where a student has failed to meet their duties and obligations as a student;
- h. If you fail to pay any Tuition Fees by the due date specified on the relevant Course Tuition Fee Contract appended hereto. This includes where you have an agreement with a third party for them to pay your Tuition Fees on your behalf since you are contractually responsible for payment of fees.

The effect of the College terminating this contract under this clause¹ or under any other provision of the Terms and Conditions will be that you will either be refused enrolment to the College or you will be required to withdraw from the College immediately and you will no longer be entitled to commence or continue your Programme. The College may in its absolute discretion refund or abate a proportion of any pre-paid Fees on a pro rata basis for the unexpired period of the Academic Year, subject to the College retaining an amount to cover its reasonable losses and costs as a result of the termination. Please see the Finance Terms and Conditions for full details.

11.2 Termination of Contract by the Student

If you decide prior to enrolment in your first Academic Year not to take up a place offered to you, you must notify us immediately and in any event prior to the date upon which enrolment is scheduled to take place. You may be entitled to a refund of all or part of any deposit paid (as set out in the Finance Terms and Conditions). Students withdrawing or taking time out from their Course after enrolment may be entitled to a refund of all or part

of their Tuition Fees in accordance with the Finance Terms and Conditions. The College will endeavour to provide information and advice to such Students. The Cancellation and Withdrawal procedure can be found in the Finance Terms and Conditions.

11 Notices

Any notice served by the College under these Terms and Conditions and any correspondence from the College shall be deemed to have been served two working days after dispatching to the address notified to the College by you. The College shall be entitled to assume that the last home and term-time addresses notified by you to it are your current addresses, and therefore you must keep the College informed of any changes to these addresses.

Any correspondence from the Student to the College should go to the address specified for such correspondence in these Terms and Conditions:

Tobias School of Art and Therapy
Coombe Hill Road
East Grinstead
West Sussex
RH19 4LZ

Such correspondence shall be deemed to have been served on the College two working days after posting.

12 Changes to Terms and Conditions

12.1 The College reserves the right to make reasonable changes to the Terms and Conditions from time to time, both before and after you enrol, where in the opinion of the College it will assist in the proper delivery of education, where changes are in the interests of the College and/or in order to:

- comply with any changes in the law or to take account of a ruling by a court or similar body;
- comply with any changes requested by associated accrediting bodies or other organisations monitoring the quality of our service.
- implement legal advice, national guidance or good practice;
- provide for the introduction of new or improved methods of operation, services or facilities;
- reflect market conditions;
- make them clearer or more favourable to the student;
- rectify any error that might be discovered in due course; and/or

These changes will normally come into effect at the beginning of the next Academic Year, although the College reserves the right to introduce changes during the Academic Year when it reasonably considers it to be in the interests of Students, the associated accrediting bodies or as required by law.

12.2 In the event that any term, condition or provision contained in the Terms and Conditions is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall, to that extent, be severed from the contract between you and the College without affecting the remaining Terms and Conditions which shall continue to be valid.

12.3 Any new editions of the Terms and Conditions shall be sent out to students via the administration office and may be publicised on the College website or by other means so that you can be aware of any changes.

13 Status of Terms and Conditions

These Terms and Conditions and associated documents represent the entire agreement between you and the College and shall supersede any and all prior agreements and all other documents or statements, written or oral, between you and the College.

In the event of inconsistencies between the Terms and Conditions in this document, the Regulations and Course materials, the Terms and Conditions in this document shall prevail over the Regulations, which shall in turn prevail over the Course materials.

Any failure of or delay by the College or a Student in relation to the exercise of its rights under the Terms and Conditions shall not constitute a waiver of such rights and any waiver in respect of one act or omission shall not operate as a waiver in respect of any other or future acts or omissions.

It is not intended that any third party should be entitled to enforce any of the provisions of

these Terms and Conditions and in particular no third party who would not have been so entitled except under the provisions of the Contracts (Rights of Third Parties) Act 1999.

14 Law and Jurisdiction

This agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the High Court of Justice in London.

15 Headings

The headings in these Terms and Conditions are included for convenience or reference only and shall not affect the interpretation of this agreement.

16 Questions and complaints

Questions about the Terms and Conditions should be addressed to the
General Manager
Tobias School of Art and Therapy
Coombe Hill Road
East Grinstead
West Sussex
RH19 4LZ

who shall be responsible for determining any matters of interpretation.

If you have any queries, concerns or complaints relating to the processing of your application, please use the above contact address.

The College has a Students' complaints procedure, which is available from the College Office, via the student website and is also available in the course handbook.

By submitting my course application form, I agree to the above-mentioned Terms and Conditions.