

## BACP Course Accreditation Scheme

### Terms & Conditions

These Course Accreditation terms and conditions constitute a contract between the Training Course Provider and BACP when a signed and dated 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.

Should the Course or the Training Course Provider be unable to meet these terms and conditions, its application may be withdrawn by BACP from the assessment process. If the application is withdrawn for inability to comply with the terms and conditions after the assessment process has begun, BACP reserves the right to charge an administration fee for the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 Where accredited status has been awarded, this may be withdrawn with or without conditions for future re-instatement.

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. They constitute the entire Agreement between the parties and no warranties or representations were made which induced either party to contract with the other. No failure by a 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. The headings to the clauses (or paragraphs or terms) are for reference only and do not affect the interpretation of the terms. 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.

In these terms and conditions, '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.

BACP reserve the right to revise these Terms & Conditions from time to time.

In such instances, BACP will email a copy of the updated version to all accredited services. The onus is on new applicants to ensure they have read the most current version as available on the BACP website, or on request, before signing the declaration of honesty at the front of the application form before submission.

#### **Eligibility - BACP organisational membership**

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 implementation of 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, compliance with the terms of this agreement and any other agreement which may be in force.

## Accredited status and its maintenance

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

Accredited status is awarded for a term of five years from the date on the final application assessment report which confirms accreditation is awarded, unless stated otherwise.

### Renewal of accreditation

Courses must make a successful application for renewal of accreditation before the end of their current term of accreditation if they wish to continue their accredited status for a further term.

An invitation to submit a renewal accreditation, with details on how to go about this, will be emailed to the Training Course Provider in advance of the end of their current term of accreditation. A submission deadline will be provided. Extensions to the submission deadline are at the discretion of BACP and dependent on mitigating circumstances and agreement between the parties.

Courses due to end with their current cohort of students, may wish to extend their accreditation for a limited time beyond the end of their current term of accreditation. A specific application for this purpose can be provided on request by email to BACP.

Renewal applications are assessed as new applications, independently and without bias or prejudice of any previously submitted materials. The assessment process and possible outcomes are the same for all submitted applications for course accreditation.

The application submission fee must be paid in order for the renewal assessment to commence. Renewal applications do not require a mandatory visit, but BACP reserve the right to conduct a visit as part of the renewal process if it is deemed necessary.

Current accreditation status will remain in force during the full assessment process. Courses are expected to meet all set deadlines; any flexibility is at the discretion of BACP. 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 and the need for it to renew its accreditation successfully to ensure its continued accredited status past that point.

### Changes to the accredited course

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, structure, staffing, facilities or venue being changed, 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.

#### **Quality assurance and annual monitoring**

Courses must meet all current requirements for maintaining their accredited status throughout their term of accreditation, including the submission of a completed annual monitoring form for assessment.

BACP reserves the right to conduct an audit 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 re-instatement. Refusal to comply with a request for further information and/or a quality assurance visit may jeopardise the accredited status of the Course.

In circumstances where a complaint has been upheld by the BACP Professional Complaints 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 will be borne by the Training Course Provider.

#### **Responsibility/liability**

The Course is responsible for ensuring that it understands, meets and continues to meet all requirements for its accredited status.

Where a member of the course teaching staff have had their individual membership withdrawn, as the result of a sanction being imposed or not met, the course will be deemed to not meet Course Accreditation Criteria 2.1 and 2.2 while the member of staff remains as a teacher on the course.

The onus is on the Course to inform BACP of any actual or proposed changes to its Course at any time; BACP will support Courses to maintain accreditation where it can.

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. 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.

It is the responsibility of the Training Course Provider to ensure it has completed a successful application for its students to take advantage of the Accreditation of Prior Learning route onto an accredited course and enable them to claim to have completed a BACP accredited course.

Accuracy to entries for the online Accredited Course Directory is the responsibility of the Course. Requests for change must be made by email to BACP.

#### **Changes to the Accreditation of Training Courses scheme**

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. Courses will be informed of any such changes as soon as they come into effect and via email and/or letter.

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

A course which is not being delivered may not apply for accreditation, renewal of

accreditation nor be awarded accredited status.

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.

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 reinstatement of accreditation. Failure to address all set conditions by the stated deadline may result in the withdrawal of that accreditation; BACP will work to support Courses to maintain accreditation where it can.

#### **Loss of accreditation**

Where accreditation is lapsed, cancelled or withdrawn, a Course will be informed in writing by email and/or letter. 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 this is addressed as soon as possible and confirmed by email to BACP.

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**

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 destroyed and all electronic copies deleted.

#### **Graduate status - completion of an accredited course**

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.

A student graduating once the accredited status of a course has ended, cannot claim to have completed a BACP accredited course.

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.

Any student not completing the whole of the accredited course cannot claim to have completed a BACP accredited course, unless an alternative entry route has been formally

approved by BACP; information on the application for Accreditation of Prior Learning is available from the BACP website or on email request to BACP.

#### **Publicity and advertising**

Training Course Providers must not publicise their application for accreditation, any anticipated result or state an intention to seek BACP accredited status.

Only a Course which has been awarded official 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.

Accredited courses may obtain license 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.

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.

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 by BACP through email and/or letter. Failure to comply with such a request may result in the Training Course Provider being referred to the BACP Professional Conduct Procedure and may be reported to the UK Advertising Standards Authority.

#### **Personal data and retention policy**

Data received by BACP, as data processor, 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 1998 and related principles, legislation and protocols.

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 until the next course accreditation renewal assessment has been completed, at which point they will be deleted.

Where Courses do not renew their accreditation, are unsuccessful in their application, or suffer a loss of an accreditation during a current term of accreditation, 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.

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.

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**

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.

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