

## **TOWER HOUSE**

### **Conditions of Business**

#### **1. Definitions and Interpretation**

In these Conditions the following words have the following meanings:-

“Contract”	The arrangement between the Student and the Tower House under which the Student will undertake the Course subject to these Conditions
“Course”	The specific course the Student has applied and been accepted for
“Student”/“They”/“His”/“Her”	The person who accepts a place on a Course
“Tower House”/“We”/“Us”/“Our”	Sally Openshaw trading as the Tower House
“Tuition fees”	The amount payable for the Course services and tuition provided by Tower House

#### **2. General**

- 2.1 These Conditions govern every Contract for the provision of Courses to Tower House Students.
- 2.2 No variation of these Conditions shall be binding unless agreed in writing by each party.
- 2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 2.4 We reserve the right to change or add to these Conditions by written notice to Students.

#### **3. The Courses**

We provide a range of courses in Counselling Skills, Counselling Theory, Psychotherapy Training and Supervision Training. We also offer professional development courses to help Students in their jobs as counsellors, psychotherapists, nurses, teachers and social workers or other helping professions.

#### **4. Fees**

- 4.1 Students will pay Course Tuition fees as stated in the Course materials provided for each Course.

- 4.2 Any additional expenses, which do not directly relate to tuition or related services provided by Tower House, are the responsibility of the Student and not Tower House.

## 5. **Terms of Payment**

The Student shall pay the Course fees in full or in instalments on the payment date(s) as stated in the Course materials. Receipts for payment will only be issued on request.

## 6. **Refunds**

- 6.1 All sums paid are non-refundable except as stated in Condition 6.2.
- 6.2 Unless the Student is in breach of his/her obligations under these Conditions or the Contract is terminated under Condition 10, Tower House shall reimburse a Student for any Course fees paid to it in accordance with the following scale:-
- 6.2.1 if the Student leaves within one week of starting a Course, the Student will receive a rebate of all Course fees paid, other than any deposit, which will be non-refundable.
- 6.2.2 if the Student leaves within one month of starting the Course, the Student will receive a rebate of fifty per cent of all Course fees paid, other than any deposit, which will be non-refundable.
- 6.2.3 if the Student leaves at any other time or for any other reason, no refunds will be paid.

## 7. **Late Payment**

- 7.1 If the Student fails to make any payment on the due date then, without prejudice to any other right or remedy available to Tower House, Tower House shall be entitled to suspend the Student from all Courses.
- 7.2 If the Student fails to make a payment on time, the Student agrees to pay interest from the due date until payment at 2% per annum above the base rate of Lloyds TSB bank plc from time to time.

## 8 **Duties and Obligations of the Student**

- 8.1 The Student shall be required by Tower House, for the benefit of the other students and in order to ensure that there is no adverse effect on the Student's tutorial group, to attend Courses 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 Course.
- 8.2 The Student must notify his/her tutor immediately on the first day of each absence from the Course or as soon after as is practicable and give the reason for and the expected duration of their absence. Repeated absence from the Course will result in the termination of the Student's Contract.

- 8.3 The Student shall be required to produce a Medical Certificate to Tower House following the end of three days' consecutive absence from a Course. Failure to present such a Certificate will be taken as evidence that the Student is in breach of their obligations under Condition 8.1.
- 8.4 The Student shall at all times behave in a responsible manner and shall not conduct him/herself in such a way that his/her own training or that of any other student is prejudiced or impeded in any way. This includes the respectful use of the library with two books allowed out at any one time and returned within one month, the ability to conduct a respectful relationship with the tutors to ensure that a current rather than historical transference relationship is minimised. Students are expected to deal with any group process issues within the group and not break group boundaries by unconstructive gossip outside the group. Students are expected to take responsibility for their therapeutic issues in therapy. This is a requirement of professional training. Training is a different relationship and requires students to operate in current reality.
- 8.5 The Student must maintain confidentiality throughout, which includes work with clients and personal work done in the group, for the honour and protection of the people involved.
- 8.6 The Student must undertake personal work. This gives protection for the practitioner and client. Staff reserve the right to indicate when it becomes clear that Course members may need additional support. A list of recommended trained counsellors and psychotherapists will be provided.
- 8.7 The Student must contract for regular supervision with recommended or trained supervisors as soon as they start seeing clients.

## **9 Duration**

- 9.1 The duration of each Contract shall be as set out in the Course materials unless terminated earlier in accordance with Condition 9.2 or Condition 10.
- 9.2 If a Course is run in blocks or sections, any Student who fails to pass or satisfactorily complete any block or section will not be allowed to take any further blocks or sections and Tower House will be able to terminate the Student's Contract, by written notice to the Student.

## **10 Termination and Disciplinary Procedure**

- 10.1 A Student may be summoned to a meeting if he/she is believed to be in breach of his/her obligations under his/her Contract unless the relationship breakdown is such that this would achieve no constructive purpose.
- 10.2 The meeting shall consist of a student representative, any tutor concerned and Tower House's principal. The Student will be given the chance to put forward his/her case but if he/she is subsequently found to be in breach of his/her Contract, Tower House shall be entitled to issue a written warning to the Student requesting him/her to comply with his/her obligations under his/her Contract.

- 10.3 Tower House shall have the power, following the issue of this written warning, to forthwith terminate the Student's Contract if he/she fails within a reasonable time to comply with the warning or his/her obligations under his/her Contract.
- 10.4 Only one written warning will be issued to a Student by Tower House. Any subsequent breach of his/her Contract will result in automatic termination of the Student's Contract.
- 10.5 Tower House shall have the power to terminate the Student's Contract immediately and without any written warning if the Student's conduct is so serious that this is merited, or if Tower House concludes that the Student cannot or will not comply with his/her obligations under his/her Contract.
- 10.6 Any dispute arising from Tower House's decision to terminate a Student's Contract must be raised by the Student in writing and within seven days of Tower House's decision, whereupon it shall be referred to an external moderator appointed by Tower House. The parties shall be able to put forward their case before the external moderator who will then, taking all the facts into account, decide whether or not the Student's Contract is to be terminated forthwith.
- 10.7 Tower House reserves the right to suspend a Student from participation in any Course for long enough to investigate the Student's conduct and also pending any decision from any external moderator.

## **11 Important Exclusions**

- 11.1 Tower House shall not be liable for any personal injury or death howsoever caused whilst the Student is attending Tower House or engaged in Courses except where such injury or death is shown to be as a result of negligence or wilful default of Tower House.
- 11.2 Any liability to any Student in respect of the Contract shall be limited to the amount of Course fees paid by the Student.
- 11.3 Tower House shall accept no responsibility for any theft or damage to Students' possessions while on Tower House's premises.

## **12 Indemnity**

The Student shall indemnify Tower House against all losses, damages, costs and expenses awarded against or incurred by Tower House as a result of any negligence or reckless behaviour by the Student including, without limitation, claims from other students resulting from any wrongful act of the Student.

## **13 General**

- 13.1 Any notice required to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its principal place of business or other address as may at the relevant time have been notified to the party giving the notice.

- 13.2 No waiver by Tower House of any breach of these Conditions shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 13.3 If any provisions of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 13.4 No failure or delay on Tower House's part to exercise any of its rights will mean that it is waiving those rights.
- 13.5 These Conditions shall be governed by laws of England and subject to the exclusive jurisdiction of the English Courts.

Dated 20.3.08