

# Terms and Conditions

## 1. THE TERMS

- 1.1. This document represents the terms and conditions on which we, the Tavistock and Portman NHS Foundation Trust, provide services to you, the student, in the form of programmes of study.
- 1.2. You must read these terms carefully before you accept a place on a programme of study at the Tavistock and Portman NHS Foundation Trust. These terms tell you who we are, how we will provide a programme of study to you, how we change, how to amend or end this contract, information regarding payment of fees and other important information.
- 1.3. Enrolment on a programme of study at the Trust constitutes a binding agreement on the student to attend the course on which they are enrolled and to adhere to the following regulations.
- 1.4. Please ensure you keep a copy of this contract for your records.

## 2. INFORMATION ABOUT US AND OUR CONTACT INFORMATION

- 2.1. We are the Tavistock and Portman NHS Foundation Trust (“the Trust”)
- 2.2. You can contact us by calling 020 8938 2294, by emailing [DETRecception@tavi-port.nhs.uk](mailto:DETRecception@tavi-port.nhs.uk) or by post at: The Department of Education and Training, the Tavistock Clinic, 120 Belsize Lane, London NW3 5BA.
- 2.3. We will contact you by telephone, email and in writing at the addresses you have provided to us. We may also contact you through the MyTap system.
- 2.4. ‘In writing’ includes email and contact made through MyTap.
- 2.5. The awarding body for degrees and other higher education awards is the University of Essex, Wivenhoe Park, Colchester CO4 3SQ.
- 2.6. Some of our courses have professional body accreditation. Where this is the case, the accrediting body will be identified in our online and printed publicity as well as course handbooks and specifications

## 3. GLOSSARY

- 3.1. **MyTap:** Is the Trusts online student portal. This is where you apply and carry out all administrative matters related to your course.
- 3.2. **Academic Year:** Refers to the period of the year during which a student attend a programme of study. This is usually reckoned from the beginning of the autumn term to the end of the summer term.
- 3.3. **Full Course Fees:** These are the total fees due for your course for each year of your programme of study.
- 3.4. **Start Date:** The start date for your course is the date on which you commence your programme of study. You will be notified of this by your course administrator.

#### **4. YOUR STATUTORY CANCELLATION RIGHTS**

- 4.1. Under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel your contract with the Trust for up to 14 working days from the day after you have accepted the offer of a place on a course with us.
- 4.2. You can do this by emailing your Course Administrator or by post to:
- Registry & Finance  
Tavistock and Portman NHS Foundation Trust  
120 Belsize Lane  
London  
NW3 5BA
- 4.3. If the course starts before the end of this cancellation period and you attend the course within the cancellation period, you agree that the Trust are supplying services to you with your agreement before the end of the cancellation period and you will then no longer be able to cancel this contract under the cancellation rights in Section 4.1.

#### **5. CHANGES TO OR CANCELLATION OF SCHEDULED PROGRAMMES**

- 5.1. The Trust may need to alter or cancel scheduled and published programmes of study if it is considered reasonable and necessary. Circumstances in which we may alter or cancel a programme of study would include:
- 5.1.1. Insufficient number of students to run the course
- 5.1.2. Unforeseen unavailability of key teaching staff
- 5.2. Decisions to cancel or fundamentally alter a course will be taken before the start of the academic year and students will be notified.
- 5.3. Where the Trust is unable to deliver a scheduled and/or published programme of study or learning activity, it will use its best endeavours to provide alternative provision.
- 5.4. If a student does not wish to accept this alternative provision or no alternative can be provided the Trust will refund any fees paid.
- 5.5. During the academic year it may be necessary to cancel or amend parts of teaching to accommodate staff illness, absences or issues that are beyond our control.
- 5.6. In these circumstances the Trust will seek to reschedule activity as soon as possible. The Trust will not offer partial refunds in these circumstances.
- 5.7. Programme content may change after enrolment where this is a requirement of the accrediting professional body.
- 5.8. Students that wish to cancel and withdraw completely from their studies must discuss this with their Course Lead in the first instance and complete a Withdrawal Form in MyTap. The Course Lead and Course Administrator will be notified. See Section 6 (Breaks in Study) for further details.
- 5.9. The Trust will treat the date indicated on the Withdrawal Form as the withdrawal date.
- 5.10. Any refund given will be dependent upon the date of withdrawal as outlined in Section 18 (Fees).
- 5.11. Statutory Cancellation Rights are outlined in Section 4 (Statutory Cancellation Rights).

#### **6. BREAKS IN STUDY**

- 6.1. Students wishing to take a break from their studies should complete an Intermission Form accessible through MyTap.
- 6.2. Information regarding taking a break (intermitting) can be found on the University of Essex website (<http://www.essex.ac.uk/students/course-admin/intermission.aspx>). Applications must be made in writing to the Course Lead, and permission must be granted prior to intermitting.
- 6.3. A minimum of one term and a maximum of one year will be granted in the first instance.

- 6.4. Students may not intermit during the summer term unless they have approved extenuating circumstances.
- 6.5. If a student fails to re-register on their course within 28 days of the end of their intermission period they will be deemed to have withdrawn permanently from their course, and will be required to reapply to re-enter the course.
- 6.6. For Doctoral Programmes information regarding taking a break (intermitting) can be found on the University of Essex website. Please also refer to University of Essex research degrees regulations.
- 6.7. When a student returns after a break, they will be charged the fee for the academic year that they are returning to which may be higher than what the student previously paid or would have paid had they studied within sequential years.

## **7. DEFERRING A PLACE**

- 7.1. Any student wishing to defer their place should contact their Recruitment Advisor to discuss.
- 7.2. If the deferral is made within 4 weeks of the start of term, the student will be required to pay 10% of the course fees which will be held as a deposit.
- 7.3. This payment will not be refunded if a student does not take up their place on the course

## **8. APPLICATION, REGISTRATION AND ACCEPTING AN OFFER**

### **8.1. APPLICATION**

- 8.1.1. Student applications are processed in line with the Trust Admissions Policy.
- 8.1.2. If a student provides the Trust with incorrect or fraudulent information in their application the Trust reserves the right to cancel this contract and the students registration whenever we become aware of this.

### **8.2. REGISTRATION**

- 8.2.1. All students are required to enroll or re-enrol on their programme of study each academic year before learning activities commence.
- 8.2.2. Students will be asked to present identification when attending to enrol on the course. Guidance on acceptable identification will be provided to students prior to their registering.
- 8.2.3. Students who fail to complete (re)enrolment (including setting up the payment of the full fees) by the due date risk forfeiting their place on their admitted programme of study.
- 8.2.4. Any student that fails to enrol within 28 days of the start of the academic year will be withdrawn from the course.
- 8.2.5. Refunds of any fees made will be in accordance with section 23.

### **8.3. ACCEPTING AN OFFER**

- 8.3.1. To accept an offer of study and to register, students should log into the MyTAP portal. Students should look in the 'MyFinance' section and follow the instructions therein.
- 8.3.2. By agreeing to these terms students are entering into a financial contract with the Tavistock and Portman NHS Foundation Trust and are accepting responsibility for paying course fees.

## **9. PROOF OF QUALIFICATIONS**

- 9.1. The Trust will seek to verify qualifications detailed by students on their application form. These should be provided at interview.
- 9.2. Where a student cannot show certification of their educational achievement at interview, it must be shown to the Trust before enrolment can commence.

9.3. Failure to provide the above may result in the withdrawal of an offer.

## 10. DEBTS

- 10.1. Students who owe course fees from the previous academic years(s) to the Trust will not be able to re-enrol until the debt is settled.
- 10.2. Information regarding outstanding debts can be accessed through MyTap.

## 11. CHANGES TO PERSONAL DETAILS

- 11.1. Students must notify the Trust of any change(s) in their circumstances including (but not limited to) change in residential and term time address, change in email address and contact number and change in employer contact number and address; this should be completed in the student portal in MyTap.
- 11.2. Changes to name cannot be made without approval by registry and students making such changes should contact them to make arrangements.

## 12. DATA PROTECTION

- 12.1. The Trust is under an obligation to provide information on student data to various organisations [including *HESA, University collaborative partners, UKVI and Health Education England (HEE)*]. The Trust will report student data to these organisations and such information will only be released under the terms of the Data Protection Act.
- 12.2. Student files are confidential and will only be released under the terms of the consent given under the Data Protection Act 1998 in the student's application form.
- 12.3. Students may gain access to confidential information during their programme of study including, in particular, information relating to the diagnosis and treatment of patients. The Trust's policy on the confidentiality of patient information is a cornerstone of professional practice. Staff, trainees and students are required to comply strictly with this policy, a current copy of which can be found on the Trust website. The maintenance of confidentiality is also a requirement of course work discussion groups, seminars, student presentations and all learning activities. This includes work submitted for formal assessment which must ensure that references to individuals and institutions are fully anonymised.
- 12.4. Failure to abide by these policies may result in action under the Trust's student disciplinary policies.
- 12.5. For students on NHS-funded or employer-sponsored programmes or learning activities, the Trust, where required, will provide information on attendance, progression and performance to Health Education England, their employer-sponsor and/or professional or regulatory bodies as appropriate. This information will also be provided to other sponsors on request. The Trust will make information available to Health Education England where a funded student commits a serious case of academic or other dishonesty.

## 13. STUDENT ABSENCE

- 13.1. All absences should be reported by the student to their Course Administrator and Course Lead as soon as the student is able to do so.
- 13.2. Prolonged absenteeism due to ill health must be supported with a Doctor's medical certificate and notified to the students Course Administrator as soon as reasonably possible.
- 13.3. Being absent from a course for a prolonged period may result in the Trust removing a student from the course, and/or not being able to award them with a qualification.
- 13.4. Students should discuss any concerns regarding attendance with their Course Tutor and Course Administrator as soon as they are able to do so.
- 13.5. Students on Tier 4 visas should see Section 14 (Non EEA Students with Tier 4 Student Visas) for further information on absence.

## **14. COMPLAINTS**

- 14.1. All students are entitled to make a complaint if they are dissatisfied with their course or any areas related to it.
- 14.2. Complaints will be managed in line with the Student Complaints Procedure which can be accessed here <https://tavistockandportman.nhs.uk/training/current-students/student-support/complaints/>
- 14.3. Formal complaints should be made on the DET Student complaints form which can be accessed here <https://tavistockandportman.nhs.uk/training/current-students/student-support/complaints/>

## **15. NON EEA STUDENTS WITH TIER 4 STUDENT VISAS**

- 15.1. All students attending a course who are not a resident of the UK, EU or EEA are required to have an appropriate visa before they commence a programme of study.
- 15.2. The Trust is obliged under the terms of its sponsorship license with the UK Visas and Immigration (UKVI) to monitor enrolment and attendance of students with Tier 4 visas and to report changes related to student registration e.g. change of name, address, contact details, intermission and withdrawal from studies.
- 15.3. Students must inform the Trust immediately of any absences or changes of contact details. Students on Tier 4 visas may have less opportunity to intermit and to still be able to successfully complete their studies.
- 15.4. Failure to comply with monitoring requests may result in the termination of this contract and the UKVI being informed.

## **16. TRUST POLICES AND PROCEDURES**

- 16.1. Students on all courses should familiarise themselves with all Trust policies and procedures which can be found on the Trust website.
- 16.2. These are all subject to change and it is the responsibility of the student to ensure that they are complying with up to date information.
- 16.3. All Trust IT systems and services as well as the online learning platforms must be used appropriately at all times. Information created, distributed, or stored on Trust premises and cloud services is Trust property and should be used for authorised purposes only. Student use of the Trust IT and online systems will be monitored and all students are expected to adhere to Trust policy. All students are required to use only suitably encrypted media or their private file space in Moodle to store confidential course material.
- 16.4. The Trust is fully committed to equal opportunities in its practice and teaching. The Trust aims to promote a productive and harmonious learning environment where students are valued, everybody is treated with respect and dignity and in which no form of intimidation or harassment will be tolerated.
- 16.5. The Trust operates a strict no-smoking policy in Trust buildings and grounds.
- 16.6. The Trust has an obligation under the Health and Safety at Work Act 1974 to provide a safe and healthy condition for staff and students. Students are expected to co-operate with the Trust in discharging its duties and responsibilities under the Act. Students are under an obligation to take reasonable care for their own health and safety and for taking good care of all of their personal possessions whilst on Trust premises.
- 16.7. As members of the Trust community, students are expected to conduct themselves with due regard for its good name and reputation. Students must agree to abide by the various regulations and policies applicable to them at the time of their (re)enrolment and as amended throughout the duration of their programme of study. Policies and regulations within DET and the Trust are amended each academic year and can be found on the Trust website, in the offer letter, enrolment pack and course handbook.

## **17. UNIVERISTY REGULATIONS**

- 17.1. Students on courses validated by the University of Essex must follow all University of Essex regulations
- 17.2. These can be found at  
<http://www.essex.ac.uk/about/governance/regulations/default.aspx>

## **18. DIRECT OR SUPERVISED CLINICAL PRACTISE**

- 18.1. Certain programmes of study require students to be in some form of direct or supervised clinical practice.
- 18.2. Students on clinical courses that will be seeing any patient of the Trust are required to complete a Governance Passport and receive a Letter of Confirmation before they see any patient of the Trust.
- 18.3. Students will be required to undertake appropriate and relevant statutory and mandatory training before patient contact may commence. Students should not undertake any clinical practice until they receive formal notification that they are compliant with the Trust's requirements. Any clinical practice undertaken will be fully indemnified through the Trust's insurance arrangements provided by the NHS Litigation Authority.
- 18.4. Students will be contacted regarding training requirements at the beginning of their programme of study.

## **19. FEES**

### **Other costs**

- 19.1. The Trust will review and set fees each academic year and reserves the right to make amendments to them.
- 19.2. All fees are subject to a 2% increase each academic year.
- 19.3. Some courses will incur additional costs including, but not limited to:
  - 19.3.1. Personal Therapy
  - 19.3.2. Travel to and from Clinical Placements
  - 19.3.3. Travel to and from Personal Therapy
  - 19.3.4. Course materials
- 19.4. Some costs, for example fees for personal therapy, are not fixed and will depend on the provider used and the frequency and duration of engagement. The Trust will endeavour to provide an indication of typical cost but will be unable to specify exactly what the actual cost will be.
- 19.5. Students should be aware of these costs before they commence a programme of study and are required to ensure that they have the financial resources necessary to meet the cost of course fees and maintenance for the full duration of their programme of study.
- 19.6. The Trust will accept no responsibility for meeting these costs.

## **20. SELF FUNDED STUDENTS**

- 20.1. Where course fees are over £650 per year, students will be able to pay fees in three equal instalments. The options available will be shown, where relevant, within the student portal on MyTAP.
- 20.2. Students must either pay their fees in full or agree to a payment plan whereby fees are paid in 3 equal instalments.
- 20.3. Full fees or the first instalment of a payment plan are due for payment on or before 15<sup>th</sup> September 2017. Payments should be made through the MyFinance section in MyTap.
- 20.4. Payment plans can be set up through the MyFinance section on MyTap.

- 20.5. The first payment will be taken immediately at the point at which payment plans are set up.
- 20.6. Should students wish to withdraw from their place of study, any refund will only be made in accordance with the Trust's refunds policy (Section 23 (Refunds and Charges)).
- 20.7. After the first instalment is paid, subsequent instalments will be collected on the 15<sup>th</sup> December 2017 and 15<sup>th</sup> March 2018.
- 20.8. Where fees are less than £650, the full fee is due at the time of accepting an offer.

## **21. SPONSORED STUDENTS**

- 21.1. If a student is sponsored by their employer or another organisation, they must provide the details of who will be paying their fees on the (pre-) enrolment page in MyTap.
- 21.2. An invoice will be sent directly to the sponsoring organisation and payment is due in full at the time of being invoiced.
- 21.3. Sponsoring organisations are not able to make payments in instalments.
- 21.4. If a sponsor fails to settle the invoice, the student will be liable for all outstanding fees.
- 21.5. Once the sponsor fee has been set up, any subsequent changes to the organisation of fee payments will need to be made directly between the student and sponsor themselves.
- 21.6. The student will be responsible for organising subsequent changes to their sponsor.

## **22. INTERNATIONAL STUDENTS**

- 22.1. The fee paid by a student will depend on whether a student is regarded as a home, EU or overseas student.
- 22.2. The Trust uses set criteria to allocate students to one of these categories at the point of registration as detailed below.
- 22.3. Students will not be able to change their status during the academic year, even if their circumstances change. However, student status can change between academic years.
- 22.4. Any changes in circumstances should be discussed with your Course Administrator.
- 22.5. If a student's fees are paid in full by a UK public sector employer, the Trust will charge the home student rate.
- 22.6. Students can be treated as a home student and pay the corresponding rate, provided they can show evidence that they fulfil both of the following conditions:
  - 22.6.1. they have been a resident in the UK or another EU country for the three years preceding 1<sup>st</sup> September 2017
  - 22.6.2. they are a UK or EU national, or they are settled in the UK (for example, with indefinite leave to remain or right of abode) effective on or before 1<sup>st</sup> September 2017
- 22.7. To benefit, the student must tell the Trust about their residency, nationality and immigration status in their application, and the Trust may ask to see original documents as proof.
- 22.8. If students do not fulfil the conditions above, they will be required to pay the overseas rate.
- 22.9. Students that are defined as EU or EEA students will pay the Home fee. EU countries are:
  - 22.9.1. Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the UK
- 22.10. The EEA includes EU countries and also Iceland, Liechtenstein and Norway.

- 22.11. Switzerland is neither an EU nor EEA member however students from Switzerland will also pay the home fee.

### **23. LATE APPLICATIONS**

- 23.1. In some circumstances a student may be allowed to join a course after its official start date.
- 23.2. This must be agreed by the Course Tutor and is fully at their discretion.
- 23.3. Students will be required to pay the full fee for the year in such circumstances.

### **24. REFUNDS AND CHARGES**

#### **Postgraduate Courses**

- 24.1. The amount the Trust will charge students if they withdraw or delay entry to a course after accepting an offer is dependent on the date on which the student withdraws:
- 24.1.1. Withdraw or delay entry more than four weeks prior to start of the Academic Year 2017/18 - No charge.
- 24.1.2. Withdraw or delay entry within four weeks prior to the start of the Academic Year 2017/8 - 10% of full fee will be charged.
- 24.1.3. Withdraw or delay entry after the start of the academic year and on or before the 15<sup>th</sup> November 2017 - 33% of the full fee will be charged.
- 24.1.4. Withdraw or delay entry after the start of the academic year but on or after the 15<sup>th</sup> November 2017 - Full fees will be charged.

### **25. REFUND METHODS**

- 25.1. Payment by credit card: Refund will be made to the credit card from which original payment was made.
- 25.2. Payment by recurring card payments: Refund will be made to the same account from which original payment was made.
- 25.3. Payment by standing order BACS or cheque: Refund will be made by cheque made out to the signatory of the original cheque.

### **26. RECOVERY OF UNPAID FEES**

- 26.1. The Trust will take all steps to recover fees that are due and unpaid. They may:
- 26.1.1. record debtors on Trust databases and on your MyTAP portal
- 26.1.2. pass details and information regarding debts to a debt collection agency
- 26.1.3. withhold transcripts and certificates
- 26.1.4. refuse attendance at a degree ceremony
- 26.1.5. prevent re-enrolment with the Trust until the debt is settled
- 26.2. The Trust reserves the right to suspend students from a course and may start legal proceedings.
- 26.3. When an account is not settled, students will no longer be able to attend a course and will be ineligible to appear for assessment in, or to obtain credit for, any courses which students may have registered for.

### **27. BINDING CONTRACT**

- 27.1. This agreement is subject to English law, and the non-exclusive jurisdiction of the English courts, except that where the contract between the parties is formed in other parts of the UK, any disputes shall be dealt with in the English courts. Any wording in any provision of



the contract to which these terms form a part shall be severable and may be removed by the courts in the event that they are unfair or unreasonable or otherwise are not permitted under English law, but the remaining wording and provisions shall remain in place in the contract.