

ThemPra Social Pedagogy CIC Terms and Conditions

We are keen to make our interactions with learners and others clear and transparent and seek to do so through these Terms and Conditions which intend to define responsibilities on both sides. As a learner on our course you will be provided with a Learner Handbook which details our policies and procedures. These Terms and Conditions should be seen in conjunction with other centre policies.

OUR EXPECTATIONS OF YOU

- To take responsibility for your own learning
- Regular and punctual attendance at all activities that are part of your qualification.
- Satisfactory completion of all work and meeting assignment deadlines.
- To act in accordance with social pedagogy principles as outlined in the SPPA Standards of Proficiency
- Timely notification of any change in your circumstances which impact on your attendance, completion of work etc

WHAT WE WILL OFFER

- Courses which are designed and facilitated to meet the learning objectives of the course
- Opportunities and support for all learners to develop their potential
- An environment which demonstrates our social pedagogical *Haltung* and purpose (see centre policies)
- Clear and transparent policies and procedures for our courses

EQUALITY, DIVERSITY AND DISABILITY

ThemPra is committed to ensuring that all learners are treated equally and have as full access to our courses as possible.

HEALTH AND SAFETY

ThemPra will take reasonable steps in relation to the health and safety of our learners, facilitators and the learning environment; however, the responsibility for health and safety issues remains a joint responsibility with the learner throughout.



INTELLECTUAL PROPERTY RIGHTS

ThemPra retain our intellectual property rights in all of our materials, including any that have been or will be developed or adapted by ThemPra for the purposes of our courses. Materials published on our websites www.thempra.org.uk are subject to a creative commons license and may be used for non-commercial purposes if they are attributed to us as original authors. Any commercial use will require a license. If ThemPra becomes aware of any unauthorised use, we may take legal action to stop such activity and to seek compensation.

FEES AND PAYMENTS

We expect that payment will have been made before the course commences.

There are two different fees, depending on whether or not you have previously undertaken a social pedagogy course of six or more days with ThemPra or Jacaranda. For the first 50 course participants between the two centres, the fee is £1,100 (no VAT) per learner for 2 days of top-up learning and development, access to our Moodle Virtual Learning Environment, and assessment. This includes the learner registration fee of £350, which we pay to Crossfields Institute (the Awarding Organisation). The total fee is payable via the UCL Online Store as it is subsidised by the *Scaling up Social Pedagogy* project which UCL leads.

If you would like to undertake the full qualification, including an 8-day social pedagogy course the fee is £2,400 (+ VAT) and payable to ThemPra. This includes the learner registration fee of £350, which we pay to Crossfields Institute (the Awarding Organisation).

EXERCISING YOUR RIGHT TO CHANGE YOUR MIND IF YOU ARE A CONSUMER

You are a consumer if you are an individual and you are buying courses from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession). As a consumer, and if you have booked your course online, once you have paid, your rights under the Consumer Contracts Regulations 2013 allow you to have a 14 day cooling off period in which you can cancel the service without incurring any costs. However, in case you have asked for services to be provided during the cooling off period (for example, the course starts within 14 days of your booking) ThemPra will keep the amount that is necessary to cover costs of the service provided. If you have not paid for the services provided during that period, it is likely that ThemPra will expect you to pay for them. Once we have completed the services you cannot change your mind, even if the cooling off period is still running.

We will expect that your cancellation is made in writing to either: dialogue@thempra.org.uk or ThemPra Social Pedagogy CIC, 2 Mount Pleasant, Church Road, Allithwaite, Cumbria LA11 7RE using the cancellation form provided in Appendix 1



If you have already paid and cancel your place after the 14 day period, we will refund fees paid in accordance with the below timetable:

More than 28 days to the course start date = 90% refund

28 days or less to the course start date = 70% refund

14 days or less to the course start date = 30% refund

7 days or less to the course start date = non-refundable

The above terms may be used as a guide. We will consider the individual circumstances of a cancellation and may offer more flexible terms.

In the event that we must cancel a course, ThemPra reserves the right to do so up to 7 days in advance – or less for circumstances beyond our control (force majeure). In these cases your course fee will be fully refunded, and we will provide you with further details about reasonable alternative dates for the course.

All prices are exclusive of Value Added Tax, and this will be charged at the appropriate rate.

FORCE MAJEURE

The provision of courses or seminars may be totally or partially suspended by us to the extent that delivery is prevented through any circumstances beyond ThemPra's control. This includes any act of God, fire, act of government or state, war, civil commotion, strike, insurrection, embargo, sickness or other cause beyond our reasonable control. If we are unable to perform our duties and obligations under this agreement as a direct result of one or more such causes, we shall give written notice to the learner of such inability stating the cause in question.

EQUIPMENT AND BELONGINGS

Learners are responsible for the safekeeping of their own belongings and the appropriate use of items loaned to them. Damage to or loss of loaned items may result in a charge to the learner.

CONFIDENTIALITY

ThemPra aims to create a learning environment where participants feel trusted. As such we take confidentiality very seriously and will not disclose details about individual participants' performance or statements other than for purposes of assessment unless we have reason to believe that the welfare of children or vulnerable adults supported by a participant is at risk.



As a learner we expect that you will keep secure and not disclose any information of a confidential nature obtained by reason of the course, except information which is already in the public domain.

ThemPra will keep secure and not disclose any information of a confidential nature obtained by reason of the course, except information which is already in the public domain.

ThemPra will not share your personal data with any third parties for any reasons without your prior consent. Such data will only be collected, processed and held in accordance with ThemPra's rights and obligations arising under the provisions and principles of the Data Protection Act 1998. Please see our data protection policy for further details.

IMAGES AND USE OF IMAGES

Images, both still and video, may be created during the course and may be used elsewhere for educational, training and commercial purposes, which may include promotion of future courses.

VARIATION OF THESE TERMS

No variation of these terms will be valid unless agreed, in writing and signed by a duly authorised representative of ThemPra.

IMAGE OPT-OUT

I agree/do not agree (delete as applicable) to images being taken during course for use within the group for e.g. reflection.

I agree/do not agree (delete as applicable) to images being taken during the course for further promotion of future courses.

In signing this form I confirm that I am agreeing to these terms and conditions and the centre policies.

Print name:

Sign name:

This document was written August 2017 It will be reviewed by Advice Process August 2018

Appendix 1



© ThemPra Social Pedagogy Community Interest Company
www.thempra.org.uk

CANCELLATION FORM FOR CONSUMER CUSTOMERS

(Complete and return this form only if you wish to withdraw from the contract)

To ThemPra Social Pedagogy CIC. 2 Mount Pleasant, Church Road, Allithwaite.
Cumbria LA11 7RE

Email: dialogue@thempra.org.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of
the following goods [*/for the supply of the following service [*],

.....
.....

Ordered on [*/received on [*],

Your name(s),

Your Address(s),

.....
.....

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

