



# Temenos

Training Counsellors & Psychotherapists since 1993

## **Temenos Education Ltd Terms and Conditions**

### **General**

1. This document sets out the principal terms and conditions that will form the basis of the contract between Temenos and you.
2. Temenos reserves the right to amend these terms and conditions together with the details or method of providing the course from time to time.

### **Conditions of acceptance to the course**

3. Temenos will only accept you on a course if you agree to adhere to Temenos' procedures for registration; and to comply with the terms and conditions set out in this document and with Policies and Codes of Practice that are currently in force, which govern your studies, learning and conduct and your use of the services provided to you. The full requirements are published in the Student Handbook (where relevant, a copy of which is available upon request).
4. You must also adhere to any particular conditions and requirements set out in your Temenos' offer letter and enrolment form.
5. The offer of a place on the course is usually only valid for the course date specified in the offer letter to you and your enrolment form. Any fees and charges you are informed of will normally be for the course date for which you wish to register.
6. Temenos may withdraw or amend its offer to you or terminate your place on the course if it is discovered that you have made false statements or omitted significant information in your application.

### **Delivery and Exclusion of liability**

7. Temenos will provide you with tuition, learning opportunities and other related services which will lead to the published award for your course subject to you successfully fulfilling the requirements of that course. Specific details relating to the delivery of your programme will be provided before or at the time of your registration on your course.
8. Where circumstances change outside Temenos' reasonable control, Temenos reserves the right to change or cancel parts of or entire programmes of study or services at any time without liability, even after the course starts. Circumstances outside of Temenos' reasonable

control include, industrial action, over or under demand from students, staff illness, lack of funding, severe weather, fire, civil disorder, political unrest, government restrictions and concern with regard to the transmission of serious illness.

### **Payment of fees and other charges**

9. The responsibility for the timely payment of tuition fees lies with you. Information of the tuition fees and other relevant charges and how these should be paid is specified in your enrolment form.
10. You must make payment promptly on demand of fees due to Temenos (or where a third party is responsible for payment of such fees and charges on your behalf, you must ensure that they do so). Additional charges may be levied if payment is not made in accordance with Temenos' payment terms. If arrangements have been made whereby periodic payments fall due on agreed dates, you must make payment on such dates without any further notification. If any fee or charge remains outstanding after the due date, Temenos reserves the right to terminate services and terminate its contract with you. Temenos may take such action as it deems necessary to recover such fees or charges, including but not limited to excluding you from the course, withholding any award that you might be entitled to and taking legal action against you to recover the outstanding amounts.

### **General Student conduct**

11. Trainees and tutors are expected to relate to each other in a respectful manner. Temenos reserves the right to suspend or exclude you from your studies if you behave inappropriately or on academic grounds.

### **Confidentiality**

12. Course material/content may be of a confidential nature and as such must be kept confidential by you at all times. Material/content of a confidential nature will be identified to you by the course tutor.

### **Library and IT Facilities**

13. Library and IT facilities must be used in accordance with Temenos' codes of conduct. Temenos reserves the right to suspend or terminate your use of Library and IT facilities if you breach the codes of conduct.

### **Liability**

14. Temenos does not accept responsibility for any loss or damage to your property. You are advised to obtain relevant insurance against theft and other risks.

### **Data protection notice**

15. Temenos will hold and process your personal data including some sensitive personal data. You agree to this personal data being processed in accordance with Temenos' Code of Practice on Personal data.

### **Notices**

16. Any notice or other information that is required to be given by either Temenos or you relating to the contract between Temenos and yourself must be in writing and may be given by hand, sent by post or email. You will be responsible for informing Temenos of any change of address otherwise any notices or information sent to the last address provided by you will be deemed to have been properly given.

### **Governing law and Third parties**

17. The contract between you and Temenos shall be governed by and construed in accordance with the laws of England and the parties agree to submit to the jurisdiction of the courts of England.
18. If any provision of the contract, formed by your acceptance of Temenos' offer of admission, is held to be void or unenforceable in whole or in part by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and the remainder of the affected provision.
19. Temenos' contract with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.

### **Questions or complaints**

20. Questions about these Terms and Conditions or those relating to your application process should be addressed to the Administrator, Temenos, 38 Bates St, Sheffield, S10 1NQ.