

TERMS & CONDITIONS

This document lays out the Terms & Conditions for any activity such as workshops, events and training courses offered by the Centre, whether held in person or remotely through online platforms. <u>Unless you notify the Centre in writing prior or at the time of your booking, it is understood that you agree with these Terms and Conditions and the Student Agreement in section 4</u>.

Terminology

"The Centre" registered at	Centre for Systemic Constellations Limited, Registration 8333039 5 Quaperlake Street Bruton BA10 OHA Email: <u>courses@thecsc.net</u> Phone: 07929 313976 <u>www.thecsc.net</u>		
"activity"	The Centre offers a variety of offerings in Systemic Constellation Work. This includes Core Training Courses, Further Training, Online Training, Masterclasses, Workshops, Residentials and Visiting Speaker events, and any part thereof of each type of offering. These will collectively be referred to as the Centre 'activity' for the purposes of this document. This refers to both in-person and remote activity, delivered online.		
"applicant"	Person applying for a place on a core training course /event that requires an application process.		
"facilitator"	The Centre works with different tutors, trainers and speakers. 'Facilitator' refers to anyone hosting, leading or teaching Centre activity.		
"faculty"	The collective team of Centre facilitators.		
"student/s"	External participant/s of the Centre activity.		
"participant/s"	External participant/s of the Centre activity.		
"staff"	The Centre employees and Course Supports.		
"satellite practice groups"		Students on core training courses are encouraged to form self- organised and run peer practice groups. This is a voluntary activity to deepen the learning in a safe space for practice.	
"tutor"	The facilitator who acts as a tutor for students on core courses.		



1. General Terms & Conditions

1.1 General Code of Practice

- 1.1.1 The core values of all Centre activity are integrity, inclusion, confidentiality and respect.
- 1.1.2 Participants are reminded that a central aspect of Centre activity and teaching is dealing with psychological and emotional trauma. This means that it is important all participants take their participation seriously and maintain core values referred to under 1.1.1 when working with other participants and with Centre staff.
- 1.1.3 If a participant becomes aware of any unethical behaviour on the part of another student, they must first bring the matter directly to the attention of the person concerned. If this does not resolve the situation, they are expected to take the matter directly to their tutor or course facilitator.
- 1.1.4 If the issue is with a facilitator, the participant should contact the Course Manager or Managing Director of CSC. Contact details can be found on the *Who we are* section on the Centre website <u>www.thecsc.net</u>
- 1.1.5 A participant's place as part of any Centre activity is non-transferable. In relation to any activity offered online, the access links sent to the participant who booked a place must not be shared in any capacity.

1.2 Suitability for Participation

- 1.2.1 Participants are required to have substantial psychological, spiritual and professional maturity.
- 1.2.2 Participants are required, before the workshop training begins, to inform the Centre of any physical or mental health issues that may affect their participation in any Centre activity in any way.
- 1.2.3 This includes present conditions and any psychosis, depression, schizophrenia or any other mental illness in the (recent) past.
- 1.2.4 The need for medication for these issues must be disclosed.
- 1.2.5 Should any issues arise during a training, participants are asked to share this with their course facilitator or tutor, so that facilitators can ensure safety and balance of participation of the entire student group.
- 1.2.6 If suicidal thoughts are expressed, please note that we have a duty of care to inform the students GP or other appropriate authority.

1.3 Services provided by the Centre

- 1.3.1 The specifics of the courses and events provided by the Centre can be found in the description of each course, accessible via the Centre website <u>www.thecsc.net</u>.
- 1.3.2 For core training courses a course brochure is provided on the website and made available to all participants after paying their deposit via the CSC Course Hub.
- 1.3.3 Each course or event is individually priced and exclusive of VAT, as the Centre is exempt from VAT payments.
- 1.3.4 Each course or events begins and ends on the specific dates advertised on the website, course brochures or emails sent by the Centre to participants.



1.3.5 The number of participants on any given course or event undertaken by the Centre will vary. The Centre requires a minimum number of participants to run an activity and may need to postpone or cancel an event. See section 3.2 and 3.3 for more details.

1.4 Specifics for modular training courses

- 1.4.1 To support the learning journey of participants, each person must establish and maintain appropriate boundaries between themselves, the facilitators, course supports and Centre staff members.
- 1.4.2 Participants are strongly advised not to form sexual relationships with other participants whilst taking part in Centre activity. Forming intimate relationships affects the dynamics of any group. In such cases, the facilitator needs to be informed so that the situation can be held in a way that does not negatively affect the group.
- 1.4.3 The Centre's core modular courses fall under the Centre's remit of training and education. It is therefore understood that if personal issues arise, participants are responsible for ensuring that their emotional and psychological needs are met outside of the training circle. This applies to both face to face and online events.
- 1.4.4 Not all content freely shared and made available to participants in the respective course handbooks can be taught during a course. A facilitator may decide to put more emphasis on certain topics over others, depending on issues arising from within the participant group.
- 1.4.5 There will be no zoom recordings of in person modules and no zoom recordings of virtual teaching content. Missed modules can be retaken with a future training cohort. Fees for retake modules are specified in section 2.2.5.
- 1.4.6 The Centre staff will take notes during core training workshops to facilitate the learning journey of students. The Centre's Privacy Policy provides a participant with information on how the Centre retains their data.
- 1.4.7 Participants of core courses are required to sign and return a separate Consent Form provided for information in annex 1. Should a participant fail to submit this prior to the start of a course, it is assumed that they agree to the consent requested in said form.
- 1.4.8 Where core trainings include the offer of participation in two faculty constellation workshops as representatives, the booking must take place over the period of the course and cannot be transferred to another person or be done after the course has ended.
- 1.4.9 At the end of a course each student receives a certificate of attendance of contact hours. If a student misses a module or zoom session, it can be retaken at a later stage to reach the maximum of available contact hours (see section 2.2.5 on fees for booking a retake module.)

1.5 Anti-Discrimination

1.5.1 The Centre activity requires a radically inclusive approach from participants i.e. participants must consider and address their own prejudices to ensure that an antidiscriminatory approach is integral to their work with fellow participants, facilitators and Centre staff.



1.6 Confidentiality

- 1.6.1 Participants must not reveal confidential information concerning fellow participants, facilitators or staff without the permission of the person concerned, except when legally required to break confidentiality, or to prevent serious harm to another or themselves.
- 1.6.2 Any satellite practice groups formed and managed by the participants, without Centre involvement, must agree their own confidentiality boundaries. The Centre holds no responsibility for breaches of confidentiality arising from the use of social media channels by satellite practice groups formed by participants.
- 1.6.3 The Centre may use audio, visual content and images of participants in marketing and community mailings unless they have opted out of this by sending the Consent Form to <u>courses@thecsc.net</u> (see annex 1). They may also opt out during a course by informing a facilitator or tutor.
- 1.6.4 Centre activity may not be recorded in any capacity, without written permission from the Centre facilitators.
- **1.6.5** For online activity, participants must not use the hosting platform functionality to record or capture images from any part of the activity.

1.7 Suspension

- 1.7.1 A student's participation may be rescinded in any activity, at any time during the training, at the discretion of the Centre. This might be the case if a facilitator or tutor is concerned that the personal issues are overwhelming in such a way that the psychological safety of the student and/or the learning of the group is adversely affected. If a student's participation is rescinded this will be communicated in writing to the student and an opportunity for a conversation will be offered. If deemed appropriate, it may be possible for a student to retake modules on a later course, paying a retake fee of £175 per module. See section 3.1 for setting contract obligations in this event.
- 1.7.2 Student behaviour that may lead to suspension from a course or event include violent or abusive behaviour; being under the influence of drugs or alcohol; inappropriate or bulling behaviour; coercion; an inability to control personal behaviour; or when the participant's continuing presence in the group affects, in an unacceptable way, the quality of the learning experience of the rest of the group.
- 1.7.3 In cases of breach of confidentiality, controlling or coercive actions or any other ways in which these terms and conditions are broken, the Centre will have the right to exclude students from ongoing and/or future courses and events. If the Centre suspends a student for reasons outlined in these terms and conditions, fees will not be reimbursed.
- 1.7.4 If a student is suspended from activities, they are required to return the course manual and any books taken out from the library to the address specified in these terms and Conditions (applicable to core courses only) and pay for the delivery, postal or otherwise within 2 weeks of being informed about their suspension. If a student is failing to do so the Centre will charge an additional amount, to cover the costs of the manual and/or books.



1.8 Intellectual Property

- 1.8.1 All teaching material developed by the Centre and any IP Rights will remain the property of the Centre and may not be reproduced, distributed or used by the participant in any capacity.
- 1.8.2 Teaching material includes written, audio and video files.
- 1.8.3 Any teaching materials generated by the Centre must be used only in relation to the relevant Centre activity and cannot be used in any other capacity without the Centre's written permission.
- 1.8.4 Centre activity may not be recorded in any capacity, without written permission from the Centre staff and/or facilitators.

1.9 Complaint-handling procedure

- 1.9.1 If a participant has a complaint about an event or course or any aspect of the Centre's service or engagement, they can get in touch with the Centre's course manager <u>courses@thecsc.net</u>. If the complaint is about the course manager, participants can get in touch with the managing director. Contact details can be found on the Centre website <u>https://www.thecsc.net/who-we-are/</u>. If unresolved, a complaint will be escalated to the Centre's Directors for resolution.
- 1.9.2 If the Centre is unable to settle a complaint with a participant, the centre will provide a statement to that effect and provide the name and website address of an Alternative dispute resolution (ADR) provider that could deal with the complaint, should the student wish to use ADR. The Centre will also provide the participant with the information as to whether the Centre is obliged or prepared to submit to an ADR procedure operated by that

2. Payment and Cancellation terms

2.1 Booking a place and payment terms for non-modular courses

- 2.1.1 To book a place on short events and/or courses (up to and including three-day events) payment is required in full when booking a place.
- 2.1.2 Once a participant books a place, they commit to joining the course they booked and paid for, unless they submit a cancellation following the process outlined in sections 2.3.
- 2.1.3 As the Centre is a Not-For-Profit organisation no VAT is charged.

2.2 Booking a place and payment terms for core courses

- 2.2.1 To secure a place on a core training course which is run across different modules (such as Foundation, Applied, Advanced, Supervision, Couples etc.) a deposit is required.
- 2.2.2 Applications to join a Foundation course will be followed up with an interview.
- 2.2.3 Applications are also required for other core courses if an interested party is not known to the Centre faculty or if the Foundation course was done several years ago. After the interview an applicant will be offered a place or advised that the course is not deemed appropriate from the centre perspective.



- 2.2.1 On receipt of an offer of a place by email, a non-refundable deposit payment will be required, within two weeks, to secure a place on the course.
- 2.2.2 On receipt of the deposit a place is held for the applicant and therefore payment of the deposit is regarded as a commitment to the course fee. This place cannot be transferred to any other person.
- 2.2.3 An invoice as to the outstanding fee will be sent to participants after being accepted on the course (following payment of the deposit). All remaining fees are due 30 days prior to the start of the first module of the activity, unless an agreement for paying by instalments has been given.
- 2.2.4 If payment is received after the due date provided in the participant's invoice a £25 late payment fee will be charged.
- 2.2.5 If a participant misses a face-to-face module, they can request a retake with a future student cohort. Dates can be requested from the Course Manager (<u>courses@thecsc.net</u>). Retake numbers are limited and subject to the size of any future cohort. The fees for booking a retake module are £175 for a 3-day module.
- 2.2.6 Once a participant accepts a place they commit to joining the course they booked and paid for, unless they submit a cancellation following the process outlined in sections 2.3.
- 2.2.7 As the Centre is a Not-For-Profit organisation no VAT is charged.

2.3 Cancellation terms for all Centre activity

2.3.1 <u>Right to Cancel</u>

A participant has the right to cancel a contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of this contract.

To exercise the right to cancel, a participant must inform the

Centre for Systemic Constellations Limited, 5 Quaperlake Street, Bruton, BA10 OHA Email: <u>courses@thecsc.net</u>

Phone: 07929 313976

of their decision to cancel this contract by a clear statement (e.g. a letter sent by post or email) in writing. participants may use the model cancellation form attached in annex 2, but it is not obligatory. To meet the cancellation deadline, it is sufficient for participants to send their communication concerning their exercise of the right to cancel before the cancellation period has expired.

2.3.2 Effects of Cancellation

If a participant cancels their contract within the period outlined under section 2.3.1, the Centre will reimburse all payments received. The Centre may make a deduction from the reimbursement for loss in value of any goods supplied if the loss is the result of unnecessary handling by you. The Centre will make the reimbursement without undue delay and no later than

(a) 14 days after the day we receive back from the participant any goods supplied or

(b) (if earlier) 14 days after the day the participant provide evidence that they have returned the goods



or

(c) if there were no goods supplied 14 days after the day on which the centre was informed about a participant's decision to cancel their contract.

The Centre will make the reimbursement using the same means of payment as used by the participant for the initial transaction, unless they have expressly agreed otherwise, in any event, they will not incur any fees as a result of the reimbursement.

If a participant received goods in connection with the contract they shall send back the goods or hand them over to the

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without undue delay and in any event not later than 14 days from the day on which they communicated their cancellation from this contract to the Centre. The deadline is met if a participant sends back the goods before the period of 14 days has expired. They will have to bear the direct cost of returning the goods.

- 2.3.3 Once payment/s is/are made for any event or course irrespective of the booking and payment terms, after the statutory cooling off period of 14 days and up to 6 weeks before the start of the event/course, 50% of the fee paid is non-refundable, whatever the reason for cancellation by the participant.
- 2.3.4 For cancellations made less than 6 weeks before the activity begins no refund will be given, whatever the reason for cancellation by the participant.
- 2.3.5 To cancel a booking after the statutory cooling off period, a participant is required to submit their cancellation in writing to

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Phone: 07929 313976

Participants may use the model cancellation form attached in annex 2, but it is not obligatory. The Centre will make the reimbursement using the same means of payment as used by the participant for the initial transaction.

2.3.6 Any merchant account fees payable by the Centre that cannot be reclaimed in the event of a cancellation will not be refunded by the Centre – this includes payments made through PayPal and Stripe, for example.

2.4 Conditions for Payment by Instalments

- 2.4.1 If a participant is unable to pay the fee in full before the course begins, they can discuss options with the Course Manager. Instalment contracts are offered at the Centre's discretion and will be agreed on a case-by-case basis. A £50 additional charge is added to the instalment plan if payment is made by credit card or e.g. Paypal (rather than standing order / bank transfer).
- 2.4.2 If offered, this contract must be signed in ink, scanned and emailed to <u>courses@thecsc.net</u> within 7 days of receipt.



- 2.4.3 Late payments of instalments will incur a charge of £25 for every month where the payment is not made in accordance with the terms agreed.
- 2.4.4 The Centre reserves the right to end the contract at any time and any remaining funds will then be due immediately.
- 2.4.5 The Instalment contract will typically offer four instalments, beginning after the payment of the deposit.
- 2.4.6 Any payment plan will end a minimum of 30 days prior the last module of the course.

2.5 Deferment

2.5.1 The Centre cannot defer a place to a future activity. This is due to potentially not being able to recruit a replacement to maintain adequate numbers on the respective course.

3. Other conditions

3.1 Ending a contract

3.1.1. If a student's place is rescinded, they are entitled to a refund of the part of the course that they will no longer partake in. Should a student fall short of having paid the % fee of the course undertaken, any remaining funds will then be due immediately.

3.2 Changes to Dates of Modules

- 3.2.1 If the Centre has insufficient student numbers to start a core training, the Centre will consider delaying the start of the training. The Centre will provide as much notice as possible but will not be responsible for reimbursing any costs incurred by a participant such as travel or accommodation. These will remain the responsibility of the participant.
- 3.2.2 Should a participant no longer be able to attend the course on the new dates offered, they have a right to cancel within a 14-day period under which all rights outlined in section 2.3.1 and 2.3.2 apply. After 14 days conditions outlined in section 2.3.3 and 2.3.4 apply.

3.3. Cancellation of activity by the Centre

- 3.3.1 If the Centre decides to cancel an activity (or part thereof) without alternative dates being given, all fees paid to the Centre (or an exact proportion of the full fee which reflects the days/times cancelled), will be refunded to the participant.
- 3.3.2 The Centre will not be responsible for reimbursing any other costs incurred such as travel or accommodation. These will remain the responsibility of the participant.

3.4 Force Majeure

- 3.4.1 If the Centre is forced to cancel any activity (of part thereof) due to unforeseen circumstances that are beyond our control, the Centre will not be able to offer any refund, in full or in part.
- 3.4.2 Circumstances such as these would include, but are not limited to, industrial strikes, lockouts, fire, flood, war, civil unrest, pandemics, notifiable diseases as per UK government guidelines, adverse weather, issues at the host venue that endanger human health and acts of God. In these circumstances, the Centre would make every effort to reschedule the activity (or part thereof).



4. Student Agreement

- I agree to acting and behaving with integrity and honesty, hold confidences and not betray the trust bestowed to me by Centre staff, facilitators and fellow students.
- I understand that I am responsible for my own experiences, my own choices and actions based on the experiences I have, or have had, during my participation in the activity and after.
- I hereby expressively declare that I understand that participation in Centre activity is voluntary; I understand that I can refrain from participating in any kind of activity when I want to or feel it is necessary.
- I understand that I must inform the Centre about my history of mental illness, medication, and psychotherapy or other treatment that I have needed in the past.
- I understand and agree that at any time during the course the Centre facilitator/s, may feel that it is necessary for me to refrain from participating in a specific activity or refrain from participation in the remainder of the training programme. Should this happen, I agree that I will refrain from further participation.
- I confirm that I will not record the Centre activity and teaching in any capacity, without written permission.
- I understand that participating in Centre activity may involve strong emotional experiences and I accept full responsibility for my participation and any consequences it may have for me.
- I confirm that I have adequate support in my life to enable me to process anything that may come up for me during my participation in Centre activity, for example personal therapy, supervision, supportive friends, peer support group and so on.
- Having read and understood this document, I agree to release and discharge the Centre for Systemic Constellations, their facilitators, guest speakers, and staff, from all claims and demands that I, my relatives, heirs, executors, administrators and/or assignees have or may have against them due to an injury attributed to al above aspects or suffered in any other way of my own doing, which I may suffer as a result of participating in Centre activity.

Unless you notify the Centre in writing prior or at the time of booking, it is understood that you agree with these Terms and Conditions and Student Agreement above.



Annex 1: CONSENT FORM

Name	
Course Title	
Course Dates	

I give permission for The Centre to	Yes	No
Share my contact details with the full training group to enable them to contact me between training modules and thereafter.		
Be photographed alongside others in the training group, and for those photographs to be used for marketing purposes by the Centre - to include potential use on our website, in mailings and on our social media channels.		
For teaching content of zoom modules to be recorded and made available on the CSC hub to course participants.		
Subscribe me to their newsletter mailing list (if you are already subscribed, please leave blank)		

Signature	
Date	



Annex 2: CANCELLATION FORM

То

The Centre for Systemic Constellations 5 Quaperlake Street Bruton BA10 OHA Email: <u>courses@thecsc.net</u>

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

ordered on [*]

Name of consumer,

Address of consumer,

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

Date

[*] Delete as appropriate