**RCOT Approved Learning Award Terms & Conditions of Business**

**1 Interpretation**

* 1. In these Terms and Conditions, the following terms shall have the following meanings:
* **“Annual Report”** means a quality monitoring report submitted each year as set out in the Guidance.
* **“Applicant”** means organisation or individual who submits an Application for the RCOT Approved Learning Award.
* **“Application”** means the RCOT Approved Learning Application form and all supporting materials completed and submitted by the Applicant.
* **“Award”** and **“RCOT Approved Learning Award”** means award conferred upon a course or programme deemed to meet the required Standards as set by RCOT and laid out in the Guidance.
* **“Course(s)”** means all learning events such as, but not limited to, conferences, seminars, study days, workshops, distance learning and digital education, and other events other than learning leading to credit-bearing formal qualifications.
* **“Fee”** means the relevant fee for the RCOT Approved Learning Award.
* **“Guidance”** means the current edition of the document entitled ‘RCOT Approved Learning Guidance’, or any successor documents.
* **“Facilitator(s)”** means party or parties who organise(s) for and/or present(s) to and/or interact(s) to deliver a course or programme to learners. This may include, but is not restricted to, speakers, trainers, presenters and lecturers.
* **“Letter of Confirmation”** means the letter sent to the Provider, normally as an email, confirming that the Application has been successful and that RCOT Approved Learning has been awarded to the course or programme detailed in the Application.
* **“Outcome Report”** means the report sent to the Applicant explaining the outcome of the Application, and further details relevant to the Application.
* **“Programme(s)”** means any formal credit-bearing degree programme, or stand-alone individual module or unit offered by Higher Education Institutions including certificates, diplomas, and postgraduate programmes of study including Foundation degrees, HNCs, BTECs, Scottish Vocational Qualifications, Level 3 Diplomas, Postgraduate Diplomas, Masters and similar qualifications, but excluding pre-registration occupational therapy credit-bearing degrees.
* **“Provider”** means party who offers and is responsible for delivery of a course or programme that has achieved the RCOT Approved Learning Award.
* **“RCOT”** means Royal College of Occupational Therapists, a registered charity in England and Wales (No. 275119) and in Scotland (No. SCO39573) and a limited company registered in England (No. 1347374).
* **“Trade Marks”** means the RCOT Approved Learning logo for use in advertising and promotion of Awarded courses or programmes.

1.2 Headings shall not affect the interpretation of these terms.

1.3 ‘Writing’ ‘written’ and ‘letter’ include e-mail correspondence. Any communication sent by email to RCOT which is required to be given in writing by these terms and conditions must be sent to the email address RCOTApprovedLearning@rcot.co.uk.

1.4 References to ‘including’ are to be construed as meaning ‘including without limiting the generality of the previous wording’.

1.5 References to the singular include the plural and vice-versa.

1.6 Reference to paragraphs is to paragraphs of these terms and conditions.

**2 Scope**

2.1 These Terms and Conditions apply to the application, assessment and award of RCOT Approved Learning to eligible courses and programmes and the terms on which the Award is held.

**3 Applications**

3.1Applications for the Award must be made on the RCOT Approved Learning application form. Applications in any other format will not be accepted.

3.2 Application forms and/or supporting material that are incomplete cannot be accepted and will be returned.

3.3All correspondence from RCOT during the application the Award and, if RCOT Approved Learning has been awarded, for the duration of the period of RCOT Approved Learning, will be sent to the named contact as specified by the Applicant on the Award application form. If the Applicant provides a second contact name, RCOT will send correspondence to both named contacts.

3.4 Applicants and Providers must notify RCOT of any change in contact details as soon as reasonably possible in order to maintain good communication between the parties.

3.5 The content of the Guidance will be the reference when considering applications.

3.6 RCOT will make every effort to expedite applications for RCOT Approved Learning but cannot guarantee to confirm the award within a specified time frame.

3.7 RCOT reserves the right to refuse applications that conflict with any RCOT activity, publication or other emerging reason. This decision is final and without recourse.

**4 Fee and cancellation**

4.1 The current Fee is listed in Appendix 1. The Fee is subject to Value Added Tax.

4.2 The Applicant will supply the correct address and the invoicing address if different to the main address.

4.3 Upon receipt of application, RCOT will raise an invoice for the full Fee in sterling.

4.4 The Fee may be paid by cheque, by BACS transfer or by such debit card or credit card as accepted by RCOT.

4.5 Terms of payment are 30 days from date of invoice. Late payment will terminate the application.

4.6 Applicants must provide any requested payment information within fourteen days of the request. If no response to a request for information is received within this time frame, the application will lapse.

4.7 The application will not be processed by RCOT until payment has been cleared.

4.8 The Fee is non-refundable. No refund will be made in the event that the Applicant cancels the course or programme, or the Applicant withdraws the application before completion of the award process, or if the application fails to meet all the requirements to achieve the Award.

**5 Award, Adjustment and Deferral of RCOT Approved Learning**

5.1 The Outcome Report will notify the Applicant of the outcome of the Application. The course or programme may be Awarded, Subject to Adjustment or Deferred.

5.2 The course or programme will achieve the Award when all standards, as detailed in the Application, have been met. The Provider will receive a Letter of Confirmation and the RCOT Approved Learning logo (Trade Marks). The Letter of Confirmation will state the approval period, and the date on which the Award terminates.

5.3 The course or programme will be Subject to Adjustment when any from 18 to 30 standards have been met out of 31 standards in total, as detailed in the Outcome Report.

5.4 The course or programme will be Deferred when 17 or fewer standards criteria have been met, as detailed in the Outcome Report.

5.5 In the event that an Application is deemed Subject to Adjustment, the Application may be revised according to the conditions listed in the Outcome Report, and re-submitted within the time frame agreed between the Applicant and RCOT. Failure of the re-submitted Application to meet the conditions will lead to the Application being Deferred. Failure to re-submit within the agreed time frame without response or reply to request for information will terminate the application.

5.6 Deferred Applications may be revised but such revised Applications will not normally be accepted for submission earlier than a period of twelve weeks from the date of Deferral.

5.7 Deferred Applications that are revised and re-submitted will be considered and assessed as new Applications. The full Fee will be charged.

5.8 RCOT’s decision on the outcome of the Application is final and no appeal against the decision will be considered.

5.9 The Award is non-transferable. Where a course or programme achieves the Award, and the Provider then assigns, subcontracts, franchises or otherwise disposes of the Awarded course or programme, the assignee, subcontractor, franchisee or transferee may not state that the course or programme has an RCOT Approved Learning Award, but must independently and separately apply for the Award.

5.10 Where previously published materials are used or distributed for the purposes of an Awarded programme or course, it is the responsibility of the Provider to comply with copyright legislation. All third party intellectual property rights must be acknowledged in the documentation relevant to the Awarded programme or course.

5.11 Providers shall keep a copy of their final agreed submission (including all supporting documentation) during the period of the Award, and shall produce it if requested by RCOT.

5.12 Any commercial sponsorships of the course or programme must be clearly stated. Sponsorship must not influence the educational content or structure. No product advertising or promotional material should occur within the course or programme, or within the area in which the course or programme is delivered. Events whose main purpose is product demonstration are not eligible for RCOT Approved Learning.

**6 Use of the Trade Marks**

6.1 Trade Marks are the copyright of RCOT.

6.2 The Provider will adhere to RCOT’s guidelines and standards for use of the Trade Marks, and will communicate to its design and delivery personnel, and to external third parties contracted for design of the Provider’s materials, the guidelines and standards for use of the Trade Marks.

6.3 A Provider whose course or programme is delivered in the UK may, during the period of approval as stated in the Letter of Confirmation, indicate that the course or programme has an Award by, subject to paragraph 6.6.9 below, using the Trade Marks in connection with the course or programme but not for any other purpose.

6.4 A Provider whose course or programme is delivered outside the UK may, during the period of approval as stated in the Letter of Confirmation, indicate that the course or programme has an Award by, subject to paragraph 6.6.9 below, using the Trade Marks in connection with the course or programme but not for any other purpose.

6.5 Providers who use the Trade Marks outside the UK do so at their own risk and RCOT will not be liable for any infringement of third party rights arising as a result of such use.

6.6 RCOT Approved Learning Providers shall:

6.6.1 Acknowledge that RCOT owns and shall retain all rights and goodwill in the Trade Marks;

6.6.2 Not use the Trade Marks other than in accordance with the licence awarded at paragraphs 6.3 and 6.4 respectively, nor any signs confusingly similar to the Trade Marks;

6.6.3 Comply with Appendix 2 to these Terms and Conditions, entitled ‘Trade Marks Guidelines’, or any amendments notified to them from time to time;

6.6.4 Not apply for registration of any trade mark anywhere in the world that is the same as or confusingly similar to the Trade Marks or any part of them;

6.6.5 Not do or omit to do or permit to be done any action that may invalidate, render liable for revocation, or otherwise devalue the Trade Marks, or bring the Trade Marks or RCOT into disrepute;

6.6.6 Inform RCOT immediately in writing on becoming aware of any infringement by a third party of RCOT’s rights in any of the Trade Marks or of any attempts to challenge its use of any of the Trade Marks;

6.6.7 Not take any action in relation to any third party’s infringement of the Trade Marks without RCOT’s prior written agreement;

6.6.8 Indemnify RCOT in respect of all losses, costs, claims, damages, demands and expenses whatsoever that RCOT suffers or incurs as a result of, or in connection with, use of any of the Trade Marks by that Provider;

6.6.9 upon request submit to RCOT for written approval proofs of all promotional material (including electronic and digital media) intended to use the Trade Marks. Approval of use of the Trade Marks shall be at the absolute discretion of RCOT;

6.6.10 cease using the Trade Marks and make no other use of them immediately after the Award has ceased for any reason, and not subsequently make any representations that the previously awarded course or programme is or was awarded RCOT Approved Learning.

**7 Award period and quality monitoring**

7.1 RCOT Approved Learning is awarded for three years.

7.2 Providers must submit an Annual Report on the anniversary of the Award, as set out in the Guidance. Failure to complete the Annual Report within the specified timeframe may lead to withdrawal of the Award. Failure to submit the Annual Report within the specified time frame may compromise acceptance of future Award applications.

7.3 RCOT reserves the right to request contact details of learners who attended RCOT Approved Learning courses for the purposes of quality assurance. In compliance with GDPR, providers will make clear to learners that their details may be communicated to RCOT for this purpose.

**8 Indemnities and liabilities**

8.1 The Provider shall hold current public liability insurance and/or current professional indemnity insurance throughout the period of the Award.

8.2 The Provider shall indemnify RCOT in respect of all losses, costs, claims, damages, demands and expenses whatsoever that RCOT suffers or incurs as a result of breach of any copyright or other intellectual property rights of any third party arising in connection with any Awarded course or programme or arising in any other way from the Award.

8.3 Providers shall comply with the General Data Protection Regulations, Health & Safety at Work etc Act 1974 and with all other legislation applicable to any Award programme or course and will indemnify RCOT against all losses, costs, claims, damages, demands and expenses whatsoever that RCOT suffers or incurs as a result of or in connection with breach of any legislation or arising in any other way from the Award.

8.4 Providers will inform RCOT immediately should any data breaches occur that affect Awarded courses or programmes.

8.5 RCOT accepts no liability whatsoever arising from withdrawal or termination of the Award from courses or programmes.

**9 Promotion**

9.1 Any course or programme that receives the RCOT Approved Learning award will be listed as such on the RCOT website (www.rcot.co.uk) at no additional cost and at the sole discretion of RCOT.

**10 Confidentiality**

10.1 Save as required by law or any governmental or regulatory authority an Applicant or a Provider shall not disclose to any person or use any confidential information concerning the business or affairs of RCOT.

10.2 Providers shall ensure that their employees, contractors, officers, representatives and advisers shall comply with paragraph 10.1.

10.3 Save as required by law or any governmental or regulatory authority RCOT and its employees, contractors, officers, representatives and advisers shall not disclose to any person or use any confidential information concerning the business or affairs of the Applicant or Provider.

**11 Withdrawal of Award**

11.1 RCOT reserves the right to terminate the Award at any time with immediate effect on written notice if there are changes to RCOT local or national policy which require this or for any of the reasons stated in paragraph 11.2 below.

11.2 RCOT reserves the right to terminate the Award at any time with immediate effect on written notice for one or more of the following reasons:

11.2.1 Changes to educational content affecting conformance to Award standards as detailed in the Guidance without prior approval from RCOT;

11.2.2 Changes to the presentation format affecting conformance to Award standards as detailed in the Guidance without prior approval from RCOT;

11.2.3 Any other changes as listed in the Award Major Changes form without prior approval from RCOT;

11.2.4 Failure to notify RCOT of changes to facilitators;

11.2.5 Failure to disclose to RCOT any conflict of interest on the part of the organiser, Provider or facilitators;

11.2.6 Misuse by the Provider of the Trade Marks in breach of paragraph 6;

11.2.7 Failure by the Provider to ensure the Awarded course or programme complies with any of the RCOT Professional Standards for Occupational Therapy Practice (RCOT 2017), RCOT Code of Ethics and Professional Conduct (2015), the Quality Assurance Agency for Higher Education’s (2001) Code of Practice, or any subsequent published updates of these documents;

11.2.8 Consistently poor feedback and/or evaluation of the course or programme;

11.2.9 Misrepresentation of the course or programme;

11.2.10 Complaints about the course or programme or provider, that may affect the reputation of RCOT;

11.2.11 Use of the RCOT Approved Learning award for any purpose other than specified in these Terms and Conditions, unless part of a previously agreed package negotiated separately with RCOT;

11.2.12 Misrepresentation of RCOT or these Award Terms and Conditions.

11.3 RCOT’s decision on Award termination is final.

**12 Complaints**

12.1 The Provider will make accessible and clearly indicate the RCOT Approved Learning email address to learners for the purpose of contacting RCOT directly about the Awarded course or programme should they wish to do so.

12.2 The Provider will advise learners that they are able to provide feedback on their learning experience directly to the Royal College. The following statement must be included on programme evaluation forms:

‘This programme has an RCOT Approved Learning award. If you have any comments you would like to share with the College about your learning experience please email RCOTApprovedLearning@rcot.co.uk.’

12.3 Any complaints relating to the services provided by RCOT and actions, or lack of actions, by RCOT and/or its staff in relation to an application for the Award must be reported in the first instance to the Professional Development Manager, at the email address RCOTApprovedLearning@rcot.co.uk.

**13 Dispute Resolution**

13.1 Any dispute shall be referred by the respective representatives of RCOT and the Provider for an amicable resolution in the first instance to the Professional Development Manager, at the email address RCOTApprovedLearning@rcot.co.uk.

13.2 If any dispute or difference cannot be resolved amicably by the representatives then it shall be referred for arbitration under the supervision of the Arbitration Acts by a single arbitrator to be appointed by agreement between RCOT and the Provider or in default of such agreement, by the President for the time being of the Chartered Institute of Arbitrators.

**14 Force Majeure**

14.1 No Party shall be liable for non-performance or delay in performance of any of its obligations under this Agreement due to cause reasonably beyond its control. Upon the occurrence of such a Force Majeure event, the affected Party shall immediately notify the other Party with as much detail as possible, and shall promptly inform the other Party of any further developments. Immediately after the cause is removed and if the Parties have not otherwise agreed, the affected Party shall perform such obligations with all due speed and care.

**15 Disclaimer**

15.1 Whilst RCOT makes every effort to ensure that each Awarded course or programme meets the Award Standards and criteria, it shall have no liability in relation to any claims against a Provider directly or indirectly relating to marketing, management or delivery of courses or programmes.

**16 Survival of obligations**

16.1 Providers remain liable in respect of liabilities and obligations to which they are subject whilst an Awarded course or programme is active, even after termination of the Award for any reason.

**17 Notices**

17.1 Any notice given under these terms and conditions will be sent by email to
RCOTApprovedLearning@rcot.co.uk, or by hand delivery first class post, or, in the case of a provider outside the United Kingdom by first class air mail, to RCOT at 106-114 Borough High Street, London SE1 1LB. The Provider will be contacted via email or postal address given on the application form, or such other address as may be notified by the Provider in writing. Notice shall be deemed to be delivered in the case of email or hand delivery at the time of delivery; if during working hours on a business day (excluding public or bank holidays) in the place of receipt or otherwise at opening or working hours on the next business day, or on the third business day after posting or in the case of a Provider outside the United Kingdom on the seventh business day after posting.

**18 Third party rights**

18.1 Except for RCOT, a person who is not party to the contract to which these terms and conditions relate shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms and conditions.

**19 Assignment and sub-contracting**

19.1 RCOT shall be permitted to assign or sub-contract any of its rights or obligations under these terms and conditions.

**20 Governing law and jurisdiction**

20.1 These terms and conditions shall be governed by the law of England and Wales and the parties submit to the exclusive jurisdiction of the English courts save that RCOT may at its discretion bring proceedings in courts other than the English courts in relation to Applicants and Providers from overseas.

**21 Statement**

On behalf of my organisation, I agree to abide by the RCOT Approved Learning Award Terms and Conditions.

|  |  |
| --- | --- |
| Name of course or programme submitted for Award: |       |
| Name: |       |
| Position: |       |
| Signature: |       |
| Date: |       |

Invoice details

|  |  |
| --- | --- |
| Contact name: |       |
| Email: |       |
| Address: |       |

Sign, scan this page and return electronically to: RCOTApprovedLearning@rcot.co.uk

**Appendix 1 RCOT Approved Learning Award Fee**

**== WAIVED FOR RCOT SPECIALITST SECTIONS ==**

|  |  |
| --- | --- |
| **Length of approval** | **Fee** |
| 3 years | £1,250 |

Fees include listing of the course or programme within the relevant section of the RCOT website.

Fees quoted are exclusive of VAT.

Fees are valid from 8 April 2019.

# BACS PAYMENTS

Amount (net): £1,250

VAT: £250

Total: £1,500

Bank details for payment:

Account Name: Royal College of Occupational Therapists

Account Number: 31202928

Bank Sort Code: 40-05-19

IBAN: GB09HBUK40051931202928

Branch Identifier Code: HBUKGB4107H

Bank Name: HSBC

Bank Address: Paddington Branch

15-17 Street

 Paddington

 London

 W2 1NJ

 Identifier: TO40 – M28 [your company name]

**It is essential that you send the following details to us at the same time so that we can track and follow up payment:**

Company name

Company address

For the attention of [person dealing with payment]

Email address of above

Subject heading of email: RCOT Approved Learning - BACS payment

 Email address to send these details: RCOTApprovedLearning@rcot.co.uk