

Terms and Conditions

About this document:

- Last reviewed: February 2018
- Next review: February 2019, or before if the need arises

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 are intended to define responsibilities on both sides. As a learner on one of our qualifications, 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. ***Please note that these Terms and Conditions must be signed (your typed name will suffice) and dated and sent back to us by email.***

Our expectations of you

- To take responsibility for your own learning
- Punctual attendance at all activities that are part of your qualification
- Completion of all work and meeting assignment deadlines
- Demonstration of a *Haltung*¹ which is in keeping with that of a social pedagogic practitioner
- Timely notification of any change in your circumstances which may impact on your attendance, completion of assignments for submission etc.

¹ *Haltung* is a German word which we use in its original language because there isn't a direct translation to convey the meaning. It can be translated as 'stance' or 'position', however, the term is often used in social pedagogy work as a metaphor for values-led practice. In this sense, it can be understood as 'inner compass', but it also carries within its meaning the ability and determination to follow through in action what a person's belief dictates.

What we will offer

- Qualifications which are designed and facilitated to meet the learning objectives of the course
- Opportunities for all learners to reach their full potential
- An environment which brings to life our mission statement (see centre policies)
- Clear and transparent policies and procedures for our qualifications

Equality, diversity and disability

Jacaranda is committed to ensuring that all associates and learners are treated equally and learners have as full access to our qualifications as possible. Please see our relevant policies.

Health and Safety

We will take reasonable steps in relation to the health and safety of our facilitators, learners in the learning environment. Learner health and safety is a joint responsibility with the facilitators and we rely on you informing of us anything that we should consider in the delivery of our qualifications and our support of your work for assessment.

Intellectual Property rights

Jacaranda retains our intellectual property rights in all of our materials, including any that have been or will be developed or adapted by Jacaranda for the purposes of our qualifications. Any commercial use of our materials will require a license. If Jacaranda becomes aware of any unauthorised use, legal action may be taken to stop such activity and to seek compensation.

Payment

We require payment in full, before the commencement of the qualification.

Instalments for self-funded learners

In general, we expect that payment will have been made before your qualification commences. For self-funded individuals, however, Jacaranda may agree a payment in two instalments. The first instalment will have been made before your qualification commences, the second before the first submission deadline. A specific payment schedule will need to be discussed, and agreed with us in writing. If either of the two instalments is not made on time, you may not be able to complete the qualification.

Cancellation and refund

For both self-funded and organisationally funded learners, if you cancel your place, we will refund fees paid, except for the Crossfields Institute learner registration fee (£350), which is non-refundable and will be deducted from the total fee paid, in accordance with the below refund schedule:

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

No fees will be refunded one week prior to the qualification start date. However, the funding organisation and Jacaranda may agree on a learner replacing a cancelled place, providing that:

- a) the replacement learner meets the entry and admission criteria, and;
- b) the replacement learner can be incorporated into the qualification in a timely way in order to minimise any negative impact on the group and the joining individual, the assessment schedule and to allow for a positive and nurturing learning experience, and;
- c) in addition to the learner registration fee, which Crossfields Institute charges for the replacement, Jacaranda Assessment Centre will determine if any further, minimal fee is required for administration and/or additional support for the new learner and provide a quotation to the organisation, and;
- d) the quotation is accepted and authorised by the commissioning organisation.

Exercising your right to change your mind if you are a consumer

You are considered to be a consumer if you are an individual and you are buying the qualification 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 qualification online, under the Consumer Contracts Regulations 2013, you have a 14 day cooling off period, from the date of your booking, during 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 qualification starts within 14 days of your booking) Jacaranda will keep the amount that is necessary to cover costs of the service provided. If you haven't paid for the services provided during that period, it is likely that Jacaranda expects 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. You can cancel the contract by notifying us at [manuel@jacaranda-development.co.uk, abby@jacaranda-development.co.uk or 020 7193 1658] or you can use the cancellation form at the end of these Terms & Conditions.

The above terms in relation to cancellation and refund may be used as a guide. We will consider the individual circumstances of a cancellation and may be able to offer more flexible terms, according to our dialogue with you and situated judgement. For the avoidance of doubt, the above schedule should be used to make financing decisions.

In the event that we must cancel a qualification course, Jacaranda reserves the right to do so up to 7 days in advance – or less in circumstances absolutely beyond our control (force majeure). In these cases your 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 applicable rate.

Force Majeure

The provision of qualifications or seminars may be totally or partially suspended if delivery is prevented through any circumstances beyond our 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

Jacaranda aims to create a learning environment where participants feel trusted. As such we take confidentiality seriously and will not disclose details about 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 are at risk i.e. for a safeguarding concern.

We expect that learners will keep secure and not disclose any information of a confidential nature obtained by reason of the qualification, except information which is already in the public domain, or is relating to a safeguarding concern.

Jacaranda will only share your personal data with third parties in the course what may be reasonably expected in processing your application and assessing your submitted work. For any other reasons we will obtain your prior consent. Please see our Privacy Statement, which is on the [About Us page](#) of our website, and must, according the General Data Protection Regulations (GDPR), be presented separately from these Terms and Conditions.

Images and use of images

Images, both still and video, may be created during the qualification and may be used elsewhere for educational, training and promotional purposes, which may include promotion of future qualifications, courses or events. Please use the use of images opt-out form of these Terms & Conditions, below, if you would like to opt out of this.

Variation of these terms

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

In typing my name, I confirm I agree to these terms and conditions and the centre policies.

Type your name here: [Click here to enter text.](#)

**Crossfields Institute Levels 3 and
5 Diplomas in Social Pedagogy**

Cancellation Form

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

To

Jacaranda Development

Unit LF 2.8

Weston Street

London SE1 3ER

020 7193 1658

manuel@jacaranda-development.co.uk and abby@jacaranda-development.co.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 [*],

Name of consumer(s),

Address of consumer(s),

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

Date

[*] Delete as appropriate

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Use of images opt-out form

I do not agree to images being taken during qualification being used within the group for e.g. reflection.

Yes/No

I do not agree to images being taken during the qualification for further promotion of future qualifications, courses or events.

Yes/No

Type your name here:

Please email this to manuel@jacaranda-development.co.uk and abby@jacaranda-development.co.uk