



Terms and Conditions

The Counsellor's Path Ltd

These Terms and Conditions (“Terms”) govern your enrolment in and use of courses, workshops, supervision services, online learning, and related materials provided by The Counsellor’s Path Ltd (“we”, “us”, “our”).

By submitting an application, paying a deposit or course fee, or accessing our Services, you confirm that you have read, understood, and agree to be legally bound by these Terms.

1. About Us

The Counsellor’s Path Ltd is a company registered in England and Wales.

Registered Address: 51 Johnstone Close, Bracknell, RG12 2GU

Email: info@counsellorspath.co.uk

Company Number: 16818947

We provide professional training, education, and training supervision services. Our Services are educational and professional development services only. They do not constitute therapy, medical treatment, clinical services, or crisis support.

2. Formation and Commencement of Contract

Offer and Acceptance

When you submit an application or enrolment form, this constitutes an offer to purchase a place on a course.

If your application is successful, we will issue written confirmation (including by email) offering you a place.

A legally binding contract is formed when:

- We issue written confirmation offering you a place; and
- You pay the required deposit or full course fee.



Payment of the deposit (or full fee) following written confirmation constitutes acceptance of our offer and confirmation that you agree to be bound by these Terms.

We reserve the right to withdraw an offer at any time prior to receipt of the deposit.

Commencement of Services

The contract is formed upon deposit payment.

The Service is considered to commence on the earlier of:

- The first date of live teaching; or
- The date you are granted access to digital course materials or online platforms.

For the purposes of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Service begins on the earlier of those dates.

Your statutory 14-day cooling-off rights apply from the date the contract is formed.

Eligibility

By enrolling, you confirm that:

- You meet the minimum age requirement (19+, or 18+ for Level 2 courses)
- The information you provided is accurate and complete
- You meet all published entry requirements

We reserve the right to withdraw or terminate enrolment where entry criteria are not met or information is materially inaccurate.

3. Professional Conduct and Course Requirements

Conduct and Ethical Standards

Participants must:

- Behave respectfully and professionally
- Maintain confidentiality
- Refrain from recording sessions without prior written consent
- Comply with the Ethical Framework of the British Association for Counselling and Psychotherapy (BACP), where applicable

Attendance and Assessment

Certification is conditional upon:

- Meeting minimum attendance requirements (80% unless otherwise specified)
- Successful completion of all assessments
- Completion of required placement hours (where applicable)
- Completion of required supervision hours (where applicable)
- Payment of all fees in full

Failure to meet these requirements may result in non-certification.

4. Fitness to Practise

Where concerns arise regarding professional suitability, conduct, emotional resilience, or client safety, these will be managed in accordance with our Fitness to Practise Policy.

We are committed to compliance with the Equality Act 2010 and will consider reasonable adjustments where appropriate.

We reserve the right to suspend or terminate enrolment where professional suitability concerns cannot be resolved.

5. Fees and Payment

Fees

All fees are stated in GBP (£). VAT will be applied where required by law.

Payment Terms

Payment must be made:

- In full at booking; or
- Via an agreed instalment plan.

Where an instalment plan is agreed, the contract remains for the full course fee. Instalments are a method of payment only and do not constitute payment per session or per module.

Withdrawal or non-attendance does not cancel liability for the agreed course fee except as expressly provided in Section 6.



Late payments may incur reasonable administration charges and statutory interest.

We reserve the right to:

- Suspend access to teaching or materials
- Withhold marking and feedback
- Delay or withhold certification
- Terminate enrolment
- Pursue recovery of outstanding sums

6. Cancellation Terms

Deposit

A non-refundable deposit secures your place and covers administrative and enrolment costs.

Cooling-Off Period

Under the Consumer Contracts Regulations 2013, you may cancel within 14 days of contract formation.

If the course has not commenced, you will receive a full refund.

If you request access to materials or teaching within the cooling-off period, you acknowledge that:

- Your right to a full refund ends once delivery begins;
- You remain liable for payment proportionate to services delivered.

Refunds will be processed within 14 days of valid cancellation. To cancel, email: info@counsellorspath.co.uk

Cancellation Outside the Cooling-off Period

Before live teaching begins:

The deposit is retained. Additional sums paid will be refunded.

After live teaching begins:

The full course fee becomes payable.

For courses exceeding 12 months, liability is limited to the current academic year once that year has commenced.

Exceptional Circumstances

We may, at our discretion, consider partial refunds in cases of serious illness or exceptional circumstances, subject to evidence

7. If We Cancel or Amend

We may cancel, postpone, or amend a course due to:

- Insufficient enrolment
- Tutor illness
- Events beyond our reasonable control
- Regulatory or awarding body requirements

If we cancel prior to commencement, you will be offered:

- A full refund; or
- Transfer to a future intake.

If cancellation occurs after commencement, you will be offered:

- Transfer; or
- A pro-rata refund for undelivered teaching.

8. Complaints

Complaints will be handled in accordance with our Complaints Policy.

Academic decisions may be subject to appeal under the Internal Assessment Appeals Policy.

9. Confidentiality and Safeguarding

Training may involve personal disclosure and experiential work.

Participants must maintain confidentiality regarding information shared within training.

Confidentiality may be breached where:

- There is risk of serious harm
- Safeguarding concerns arise
- Disclosure is required by law

Safeguarding matters will be handled in accordance with our Safeguarding Policy.

10. Training Supervision Services

Where training supervision is provided, a separate supervision agreement may apply.

Training supervision does not transfer legal responsibility for client work from supervisee to supervisor.

Supervisees remain responsible for their own clinical decisions and professional conduct.

11. Intellectual Property

All materials remain our intellectual property.

Materials may be used for personal study and professional development only.

You may not:

- Reproduce or distribute materials
- Record sessions without permission
- Use materials to create competing training programmes

Unauthorised use may result in legal action.

12. Termination of the contract

Termination by You

You may terminate this contract only in accordance with the cancellation provisions set out in Section 6 (Cancellation Terms).

Withdrawal, non-attendance, or discontinuation of participation does not cancel liability for agreed course fees except as expressly stated in these Terms.

Suspension

We reserve the right to suspend your enrolment with immediate effect where:

- Serious misconduct is alleged



- A safeguarding concern arises
- There are concerns under the Fitness to Practise Policy
- Fees remain unpaid after reasonable notice
- Continued participation may pose risk to clients, students, staff, or the integrity of the training

During any period of suspension:

- Access to teaching, materials, and online platforms may be restricted
- Assessment marking may be withheld
- Fee liability continues

Suspension is a neutral act pending investigation and does not constitute a disciplinary finding.

Termination by Us

We may terminate your enrolment where:

- Attendance requirements are not met
- Academic or placement requirements are not met
- Fees remain unpaid after reasonable notice
- Conduct is seriously inappropriate, unethical, or harmful
- Professional suitability concerns cannot be satisfactorily resolved under the Fitness to Practise Policy

Any concerns relating to professional suitability will be managed in accordance with our Fitness to Practise Policy.

We are committed to compliance with the Equality Act 2010 and will consider reasonable adjustments where appropriate.

Effect of Termination

Upon termination:

- Access to teaching and materials may be withdrawn
- Certification will not be issued
- Any outstanding fees remain payable

Termination does not affect any rights or obligations accrued prior to termination.

Where termination arises due to serious misconduct or non-payment, the full course fee remains payable.

13. Consumer Rights

Nothing in these Terms limits or excludes your statutory rights under the Consumer Rights Act 2015 or other applicable consumer protection legislation.

We will provide our Services:

- With reasonable care and skill
- In accordance with the course description
- Within a reasonable time

If we fail to meet these standards, you may be entitled to:

- Repeat performance; or
- An appropriate price reduction,

as provided by law.

Except where required by law, dissatisfaction with course content, teaching style, assessment outcome, or personal circumstances does not entitle you to a refund.

Concerns regarding service delivery must be raised promptly in accordance with our Complaints Policy to allow us a reasonable opportunity to investigate and, where appropriate, remedy the issue.

Nothing in this section affects our right to rely on the limitations and exclusions of liability set out in Section 16.

14. Online Learning

You are responsible for maintaining appropriate internet access and equipment.

Where cloud storage is required, you are responsible for:

- Secure account setup
- Protection of login credentials
- Regular backup of work

We are not liable for loss or corruption of data stored in your account.

15. Data Protection

We process personal data in accordance with:

- Data Protection Act 2018
- UK GDPR

Data is collected only as necessary for administration, safeguarding, certification, and legal compliance.

Records will be retained for legally required periods.

16. Limitation of Liability

Nothing in these Terms excludes liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Any liability that cannot lawfully be excluded

Subject to the above, our total liability shall not exceed the fees paid for the relevant course.

We are not liable for:

- Indirect or consequential losses
- Loss of income or opportunity
- Costs associated with supervision, counselling, placement, travel, childcare, or materials
- Failure to qualify where requirements are not met
- Loss or damage to personal property

17. Force Majeure

We are not liable for delay or failure caused by events beyond our reasonable control.

18. Governing Law

These Terms are governed by the laws of England and Wales.



Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

19. Contact Details

The Counsellor's Path Ltd
51 Johnstone Close, Bracknell, RG12 2GU
Email: info@counsellorspath.co.uk
Website: www.counsellorspath.co.uk

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