

Service Accreditation Scheme

Terms & Conditions

These Service Accreditation terms and conditions constitute a contract between the Service Provider and BACP when a signed and dated eligibility application for service accreditation has been received by BACP. The agreement shall be in force for the duration of the application process and the full term of accreditation.

Should the Service or Service Provider be unable to meet these terms and conditions its application may be withdrawn by BACP from the assessment process. If the application is withdrawn after the assessment process has begun the associated payment will not be refunded. Where accredited status has been awarded, accreditation may be withdrawn with or without conditions for future re-instatement.

These terms and conditions shall be governed and construed in all respects by the Law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales. They constitute the entire Agreement between the parties and no warranties or representations were made which induced either party to contract with the other. No failure by a party to rely on its strict legal rights under these terms and conditions shall prevent that party from relying upon them at a later stage. The headings to the clauses (or paragraphs or terms) are for reference only and do not affect the interpretation of the terms. If all or any part of these terms and conditions becomes illegal, invalid or unenforceable in any respect, then the remainder of the agreement shall remain valid and enforceable.

In these terms and conditions, 'Service(s)' will refer to a service that has been assessed and awarded accreditation. 'Service Provider(s)' will refer to the BACP organisational members submitting an application for service accreditation. 'Party (Parties)' will refer to BACP, the Service and the Service Provider.

Eligibility - BACP organisational membership

Service Providers must be current organisational members of BACP to be eligible to apply for service accreditation. As such, they must abide by BACP's *Ethical Framework for the Counselling Professions* and comply with the implementation of the Professional Conduct Procedure. The assessment process, award and continuation of accredited status are thus dependent on the Service Provider maintaining its current membership status, compliance with the terms of this agreement and any other agreement which may be in force.

Accredited status and its maintenance

Accredited service status applies specifically to the Service(s) and venue(s) detailed in the corresponding successful application. An application may cover a range of counselling and/or psychotherapy services offered by a Service Provider, but each discrete self-contained service will need to apply for accreditation separately.

A range of counselling and psychotherapy services will constitute as one service if it is governed and financed through one organisational structure, which holds the legal identity of the Service Provider. The name of individual services may be different and may be provided at sites and venues outside the main centre.

Term of accreditation

Accredited status is awarded for a term of five years from the date on the final application assessment report confirming accreditation is awarded, unless stated otherwise.

Changes to an accredited service

Significant changes to a Service must be reported to BACP immediately. If in doubt, communication with BACP should be the default position. Any change which deviates from that presented within the last assessment, including but not limited to closure, merger, new or modified counselling/psychotherapy provision, structure, staffing, facilities or venue, without BACP's prior knowledge and approval may result in accreditation being suspended subject to assessment by BACP. Where such changes result in a failure to meet all service accreditation criteria, conditions may be imposed for the re-instatement of accreditation, and/or accredited status may be withdrawn.

Quality assurance & annual rolling review

Services must meet all current requirements for maintaining their accredited status throughout their term of accreditation, including the successful completion of an annual rolling review.

BACP reserves the right to conduct an audit visit to a Service at any time to ensure that it remains compliant with the requirements of the criteria. In the event that there is non-compliance, BACP reserves the right to suspend or withdraw accreditation with or without conditions for re-instatement. Refusal to comply with a request for further information or a quality assurance visit may jeopardise the accredited status of the Service.

In circumstances where a complaint has been upheld by the BACP Professional Complaints Procedure, the accreditation status may be suspended with imposed conditions and/or accredited status may be withdrawn. A BACP quality assurance visit may form part of the conditions imposed, the cost of which will be borne by that Service.

Responsibility and liability

The Service is responsible for ensuring that it understands, meets and continues to meet all requirements for its accredited status. The onus is on the Service to inform BACP of any actual or proposed changes to its Service at any time; BACP will support Services to maintain accreditation where it can.

Where BACP suspends or withdraws accredited status, consequential matters rest between the Service and the Service Provider, if different; BACP accepts no liability for loss of the accredited status.

Accuracy to entries for the online Accredited Service Directory are the responsibility of the Service. Requests for change must be made by email to BACP.

Changes to the service accreditation scheme

BACP reserves the right to supplement or amend the criteria for service accreditation and the maintenance of accreditation at any time. Such changes will take effect from the time

notified by BACP. Services will be informed of any such changes as soon as they are in force and via email.

Service continuation: merger, acquisition, suspension or closure

A service which is not being delivered cannot apply for accreditation, renewal of accreditation nor be awarded accredited status.

BACP cannot continue to accredit Services which are not being delivered. Service Providers who are planning or expecting to close an accredited service should contact BACP in as soon as possible.

Where BACP has imposed a suspension on an accreditation award, the Service will be provided with full details behind the decision and the conditions to be met for re-instatement of accreditation. Failure to address all set conditions by the stated deadline, may result in the withdrawal of that accreditation; BACP will work to support Services to maintain accreditation where it can.

The impact of mergers & acquisitions on accredited status is detailed in a separate protocol, which is available from the BACP website or on request.

Loss of accreditation

Where accreditation is lapsed, cancelled or withdrawn, a Service will be informed in writing by email. The Service and Service Provider (if different), must destroy all related certification that remains current, remove all reference to accreditation and stop using the accreditation logo on all its publicity materials with immediate effect. Advertisements of the Service being BACP accredited elsewhere, will also need to be removed. It is the responsibility of the Service Provider to ensure this is addressed as soon as possible and confirmed by email to BACP.

The Service will be removed from the online Accredited Service Directory.

Service certification

BACP awards a certificate of accreditation to successfully accredited services, which may only be displayed throughout the term of accreditation. If there is a loss of accreditation before the expiry date shown on the certificate, the certificate must be destroyed and all electronic copies deleted.

Publicity and advertising

Service Providers must not publicise their application for accreditation, any anticipated result or state an intention to seek BACP accredited status.

Only a Service which has been awarded official BACP accredited status and has current accreditation may claim to provide a BACP accredited service. A Service and/or Service Provider, if different, must not make misleading or ambiguous references with regard to the accreditation of any Service nor the scope of the accreditation awarded.

Accredited services will be provided with the 'BACP Accredited Service' logo. Should the accreditation of the Service end or be withdrawn, the Service must cease to use the logo on its materials and related publicity with immediate effect. Use of the main BACP trademark logo is not allowed; alternative versions are available for use, as detailed in the

BACP Advertising Policy. Use of the permitted BACP logo does not, and must not, be used to represent BACP accredited status. The onus is on the Service and Service Provider if different, to read and comply with the 'Advertising your Service Accreditation Guide' which is available on the BACP website.

False advertising or misrepresentation of accredited status must be changed on written request by BACP through email and/or letter. Failure to comply with such a request may result in the Service Provider being referred to the BACP Professional Conduct Procedure and may be reported to the UK Advertising Standards Authority.

Personal data and data retention policy

Data received by BACP, as data processor, will be kept in a secure manner and processed in accordance with the laws relating to Data Protection. Both parties warrant that at all times they will comply with all the obligations imposed on them by the UK GDPR, the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and all other relevant legislation and regulatory requirements in force from time to time.

Service Accreditation Scheme does not require any hardcopy materials in order to process applications or maintain accreditation. Any hardcopy material received will be confidentially destroyed within three months of receipt.

Electronic versions of applications and annual rolling review submissions, including all supporting evidence, will be retained on file for the full term of each five-year accreditation award term. All previous accreditation term papers will be deleted after a period of three months.

Where Services are unsuccessful in their application, or suffer a loss of an accreditation during a current term of accreditation, all electronic copies will be deleted after a period of three months, or retained for as long as necessary to complete the appeals process, if engaged.

Email correspondence related to an application for accreditation is kept for as long as an application is in progress and for a maximum of three months thereafter, before being deleted. If an email forms a key part of an accreditation award, either at application, or related to the maintenance of accreditation, will be held for the term of accreditation before being deleted.

A complete version of all submitted materials used within an application and subsequent annual rolling review materials will be held on the BACP accreditation secure portal during their full term of accreditation. This may include copies of other correspondences related to an accreditation term. Once accreditation is successfully renewed, or an accreditation lapses, all files related to a previous accreditation term will be deleted from that portal. The onus is on the Service to inform BACP of any changes required to the accessibility of their portal files.

Force majeure

Neither party to this agreement shall be held in any way responsible for any failure to fulfil its obligations under this agreement if such failure has been caused by force majeure and is beyond the reasonable control of either body. Force majeure shall include (but not is limited to) any Act of God, fire, flood, earthquake, storm, natural disaster, war,

pandemic, invasion, hostilities, civil war, military power, government, local authority or international imposition of government sanction, embargo or order, labour dispute, strike, boycott, interruption or failure of oil, electricity, gas, water, or tele-communication and website service; failure of the supply of any equipment, machinery or material.

BACP reserve the right to revise these Terms & Conditions from time to time.

In such instances, BACP will email a copy of the updated version to all accredited services. The onus is on new applicants to ensure they have read the most current version as available on the BACP website, or on request, before signing the declaration of honesty at the front of the application form, whether as a new or renewing applicant, before submission.

Document reference: Service Accreditation Terms & Conditions v3.3

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