

Academy Terms and Conditions

The terms and conditions below relate to all training provided by NHS Professionals Academy, both to individuals and organisations. This includes in-person training, virtual sessions and webinars.

1. General

- 1.1 These terms and conditions (**Terms**) govern all training courses offered by NHS Professionals Limited (NHSP Workforce Development) and apply to every individual or organisation (including but not limited to corporate entities, partnerships, NHS trusts, healthcare providers, educational institutions, and other legal entities) who books a course through our online booking system.
- 1.2 By completing a booking and making payment, you (whether acting as an individual or on behalf of an organisation) acknowledge that you have read, understood, and agree to be bound by these Terms, which form a legally binding agreement between you (or the organisation you represent) and NHSP Workforce Development.
- 1.3 Where you are booking on behalf of an organisation, you warrant that you have the necessary authority to bind that organisation to these Terms. All bookings must be made online, and payment in full (including any applicable VAT) is required at the point of booking unless alternative payment arrangements have been agreed in writing by an authorised representative of NHSP Workforce Development. A booking is confirmed only when full payment has been successfully processed and verified by NHSP Workforce Development, which may take up to 4 business days. NHSP Workforce Development will send written confirmation of the booking to the email address provided. No contract comes into existence until such confirmation is issued.
- 1.4 You are responsible for ensuring that your contact information is accurate and up to date, and that you are able to receive all communications sent to the email address provided during the booking process. You must notify NHSP Workforce Development promptly in writing of any changes to your contact details.
- 1.5 The interpretation and construction of this Agreement shall be subject to the following provisions:
 - 1.5.1 the clause headings in this Agreement are for the convenience of the parties only and do not affect its interpretation;
 - 1.5.2 words importing the singular meaning include where the context implies the plural meaning and vice versa;
 - 1.5.3 where the context implies words denoting the masculine gender include the feminine and neuter genders and all such words shall be considered interchangeable in that manner; and
 - 1.5.4 references to any enactment, order, regulation or instrument shall be construed as a reference to the enactment, order, regulation or instrument

as amended, modified, replaced and/or re-enacted from time to time by any subsequent enactment, modification, order, regulation or instrument.

2. DEFINITIONS AND INTERPRETATION

In this Agreement unless the context otherwise requires the following words and expressions shall have the following meanings:

Booking means the online purchase of a place on a course.

Customer Personal Data means:

- (a) where the Customer is an individual, Personal Data relating to that individual; or
- (b) where the Customer is an organisation, Personal Data relating to the Customer's employees, workers, contractors, representatives, or any other individuals whose Personal Data is provided to NHSP Workforce Development by or on behalf of the Customer in connection with this Agreement.

Contract means this Agreement.

Commencement Date means the date on which the booked course begins.

Customer, you, your means:

- (a) any individual who books a training course for their own personal use; or
- (b) where the booking is made by or on behalf of an organisation (including but not limited to corporate entities, partnerships, NHS trusts, healthcare providers, educational institutions, and other legal entities), that organisation (and not the individual attendees), provided that references to "you" and "your" in provisions specifically concerning individual attendees shall be read as referring to those attendees where the context requires.

Course means any training session, programme, workshop, module, webinar, or series of sessions offered by NHSP Workforce Development.

Course Fee means the price payable for the course.

Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder), the Data (Use and Access) Act 2025 and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Digital Content means any Pre-learning materials, PDFs, recordings, videos, assessments, or any other electronic training materials provided as part of the course booked.

Face-to-Face Course means a course delivered physically at a training venue.

NHSP Workforce Development, we, us, our means NHS Professionals Limited (company number 06704614), whose registered office is at Breakspear Park, Breakspear Way, Hemel Hempstead, HP2 4TZ.

Online Course means a course delivered virtually via digital platforms.

Personal Data means any information relating to an identified or identifiable living individual that is processed by NHSP Workforce Development on behalf of the Customer as a result of, or in connection with, the provision of the Course.

UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

3. COURSE DELIVERY

3.1 NHSP Workforce Development will deliver the Course as described at the time of booking using reasonable care and skill.

3.2 Where the Customer is an organisation booking places for multiple attendees, the organisation shall be responsible for:

3.2.1 providing NHSP Workforce Development with accurate and complete details of all attendees (including full names, contact details and any relevant medical or accessibility requirements) at least five (5) business days in advance of the course Commencement Date;

3.2.2 ensuring that all attendees are provided with a copy of these Terms prior to attending the course; and

3.2.3 using reasonable endeavours to ensure that all attendees comply with these Terms. The organisation acknowledges that NHSP Workforce Development reserves the right to take action directly against individual attendees for breach of these Terms, including removal from the course in accordance with clause 5.1.

3.3 Courses may be delivered online or face-to-face, and each course may include pre-learning materials, live teaching sessions, assessments, demonstrations of skills, or Digital Content. For Online Courses, you are responsible for ensuring that you have suitable equipment, including a compatible device, internet access, a functioning camera and microphone if required, and the ability to access the learning platform.

3.4 NHSP Workforce Development shall not be liable for any disruption to your participation caused by your equipment, your internet service, your employer's IT restrictions, or any other technical limitation on your side (provided that NHSP Workforce Development has provided reasonable

advance notice of technical requirements), and no refund or compensation shall be payable in such circumstances.

4. PRE-LEARNING AND ATTENDANCE

- 4.1 Some courses may require the completion of specific pre-learning or preparatory tasks before attendance. Where pre-learning is required, details will be provided in the course information; it will be assumed you have completed the pre-learning and the course will progress based on this assumption.
- 4.2 You are expected to attend all sessions that form part of the course. Late arrival at a face-to-face venue may result in you being denied entry, and failure to log in on time for an online session may result in non-admittance.
- 4.3 Where attendance is incomplete or NHSP Workforce Development reasonably determines that attendance or participation has not been satisfactory, NHSP Workforce Development may withhold certificates or marks of completion. In such circumstances, no refund or free transfer will be provided.

5. CUSTOMER CONDUCT

- 5.1 You are expected to behave respectfully and professionally throughout your engagement with NHSP Workforce Development staff and with other participants. NHSP Workforce Development reserves the right to remove you from any course immediately and without prior notice if, in its reasonable opinion, your behaviour is disruptive, abusive, discriminatory, threatening, unsafe, or otherwise inappropriate, or if you breach any of these Terms. If you are removed from a course for breach of this clause 5.1, no refund will be issued, and you will not be permitted to transfer to another date or re-book any course with NHSP Workforce Development.
- 5.2 The Customer shall not, whether directly or indirectly, solicit, induce, or attempt to procure from any employee, worker, agent, or subcontractor engaged by NHSP Workforce Development the provision of training services (or any services substantially similar thereto) other than via NHSP Workforce Development for a period of 12 months following completion or termination of the course, including (without limitation) for the purpose of obtaining a lower price.
- 5.3 For the avoidance of doubt, where NHSP Workforce Development reasonably determines that the Customer has acted in breach of clause 5.2, the Customer shall have no entitlement to any refund (whether in whole or in part), and NHSP Workforce Development may cancel the relevant booking without liability, save that NHSP Workforce Development shall retain any other rights or remedies available at law or in equity.

6. COURSE CHANGES

- 6.1 NHSP Workforce Development may make changes to the course where reasonably necessary in its sole discretion, including changes to content, delivery methods, materials, scheduling, and instructors. These changes may include alterations to course content, changes to the trainer, changes of venue for Face-to-Face Courses, or the use of alternative technology platforms for online courses. If NHSP Workforce Development must cancel or reschedule a course, NHSP will use reasonable endeavours to provide advance notice where practicable, and you will be offered either a full refund or transfer to another available date. This is the full extent of NHSP Workforce Development's liability in such circumstances, and NHSP Workforce Development will not

reimburse travel, accommodation, or any other consequential expenses.

7. CANCELLATION

- 7.1 If you are a consumer Customer, you have a legal right to cancel your booking within fourteen (14) days of completing your order. You may cancel your booking by contacting us: (a) by email to academy@nhsprofessionals.nhs.uk for all courses. This right will not apply if the course begins within the fourteen day cancellation period and you have given your express prior consent to begin performance before the end of the cancellation period and acknowledged in writing that you will lose your right to cancel once performance has fully begun, which includes accessing pre-learning materials or attending any part of the course. Once the cancellation period has expired, you may not cancel your booking and Course Fees will not be refunded.
- 7.2 Requests to transfer your booking to a different course date may be considered at NHSP Workforce Development's sole discretion, subject to availability and the payment of any applicable administrative fees, which will be notified to you at the time of the transfer request.
- 7.3 If you fail to attend a course, for any reason, you will not be entitled to a refund or transfer.
- 7.4 If you are a business Customer, the fourteen (14) day cancellation right under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 does not apply to you. Cancellation and transfer requests will be subject to NHSP Workforce Development's discretion and the specific terms agreed at the time of booking. Any cancellation or transfer fees will be notified to you at the time of your request and will be based on NHSP Workforce Development's reasonable costs incurred in relation to your booking. If the individual attending the course fails to attend for any reason, you will not be entitled to a refund or transfer unless otherwise agreed in writing.

8. COMPLETION OF THE COURSE

- 8.1 Certificates of completion, where applicable, will be issued only when all course requirements have been fulfilled. NHSP Workforce Development does not guarantee that attending or completing a course will result in employment, professional advancement, recognition by a professional body, or the award of any accreditation unless explicitly stated otherwise.

9. INTELLECTUAL PROPERTY

- 9.1 All course materials, including written content, digital resources, assessments, videos, presentations, and any other form of training content, remain the exclusive property of NHSP Workforce Development or its licensors. These materials are provided solely for your personal use in connection with your participation in the course. You must not copy, reproduce, publish, modify, distribute, or share these materials (except for reasonable copying for your personal learning purposes in connection with the course, such as printing materials for study or taking handwritten notes), nor may you allow any other individual to access them.
- 9.2 You must protect your login details and ensure they are not shared with or used by any other person. Any unauthorised use of course materials or sharing of access credentials may result in your immediate removal from the course without refund.
- 9.3 NHSP Workforce Development reserves the right to pursue legal action for breach of these Terms and/or infringement of intellectual property rights.

9.4 Recording of any online training session by customers is strictly prohibited. NHSP Workforce Development may record training sessions for internal quality assurance, monitoring, or staff training purposes. Where a session is recorded, you will be notified in advance of the recording commencing, and any recording will be managed in accordance with applicable Data Protection Legislation. By continuing to participate in the session after such notification, you consent to being recorded for the purposes specified.

10. DATA PROTECTION AND SUBJECT ACCESS REQUESTS

10.1 NHSP Workforce Development processes personal data in accordance with the requirements of the UK GDPR and the Data Protection Act 2018. The personal data we collect is processed to administer your booking, manage your attendance, verify completion, issue certificates, ensure the safety and welfare of participants including the use of emergency contact details where necessary, and support evaluation and service improvement. Full details regarding the processing of personal data, your rights, and how to exercise those rights are set out in our Privacy Notice which is available at [Privacy Notice - Bank Members and Applicants | NHS Professionals](#).

11. LIABILITY

Whether you are a consumer Customer or a business Customer:

11.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

If you are a business Customer:

11.2 Subject to clause 11.1, we exclude all implied conditions, warranties, representations or other terms that may apply to the courses or any course materials to the fullest extent permitted by law, except that we do not exclude the implied term under section 13 of the Supply of Goods and Services Act 1982 that we will perform our services with reasonable care and skill. Our liability for breach of this term is limited as set out in clause 11.5 below.

11.3 Subject to clause 11.1 above regarding liability we cannot exclude, we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: (i) your attendance on, or inability to attend, the courses; (ii) use of or reliance on any course content, course materials, or Digital Content provided as part of the courses; (iii) any errors, omissions, or defects in course content or course materials; (iv) cancellation, postponement, or rescheduling of courses; or (v) the quality, accuracy, or suitability of any training, instruction, or information provided during the courses.

11.4 Subject to clause 11.1, we will not be liable for: (i) loss of profits, sales, business, or revenue; (ii) business interruption; (iii) loss of anticipated savings; (iv) loss of business opportunity, goodwill or reputation; (v) any indirect or consequential loss or damage; (vi) loss or corruption of data; or (vii) any losses arising from reliance on course content, course materials, or information provided during the courses, except where such reliance relates to fraudulent misrepresentation.

11.5 If you are a business Customer, subject to clause 11.1, our total liability to you for all claims arising out of or in connection with these Terms or any course, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total Course Fee paid by you for the specific course giving rise to the claim.

If you are a consumer Customer:

11.6 If you are a consumer using our courses for domestic and private purposes, you agree not to use our courses or any course materials for any commercial or business purposes. To the extent you use our courses for any commercial or business purposes in breach of these Terms, we shall have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity arising from such use. Nothing in these Terms affects your statutory rights as a consumer, including your right to receive services performed with reasonable care and skill under the Consumer Rights Act 2015.

12. ACCESSIBILITY AND SUPPORT

12.1 You must inform us at the time of booking of any accessibility, learning, or support requirements you may have. NHSP Workforce Development will make reasonable adjustments to support your participation where practicable, provided that such adjustments would not fundamentally alter the nature of the course, impose an unreasonable or disproportionate operational or financial burden on NHSP Workforce Development, or be requested without sufficient advance notice to allow appropriate arrangements to be made.

12.2 Where you are a business Customer booking on behalf of individuals, you are responsible for obtaining and communicating to us at the time of booking all accessibility, learning, or support requirements of those individuals. Failure to provide such information may result in NHSP Workforce Development being unable to make appropriate adjustments.

13. FORCE MAJEURE

13.1 NHSP Workforce Development shall not be liable for any failure or delay in performing its obligations under these Terms where such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event or circumstance beyond NHSP Workforce Development's reasonable control, including but not limited to severe weather, power outages, public health emergencies, industrial action, technology failures, cyber-attacks, telecommunications failures, or the unavailability of premises. NHSP Workforce Development's obligations under these Terms shall be suspended for the duration of the Force Majeure Event. NHSP Workforce Development may notify you of the Force Majeure Event where practicable to do so.

14. VARIATION

14.1 NHSP Workforce Development may amend or update these Terms from time to time where such changes are necessary for legal, regulatory, operational, or service-related reasons. Where the changes materially affect your rights or obligations, we will provide you with at least 14 days' written notice using the contact details you provided at the time of booking, specifying the nature of the changes and when they will take effect. If you are a consumer and object to any material changes that adversely affect your rights, you may cancel your booking and receive a full refund of any fees paid, provided you notify us in writing within 14 days of receiving notice of the changes. If you are a business Customer and object to any material changes that adversely affect your rights, you may terminate the contract by written notice within 14 days of receiving notice of the changes, and we will refund any fees paid for courses not yet delivered. Continued participation in the course after the expiry of the notice period will constitute acceptance of the revised Terms.

15. THIRD PARTY RIGHTS

15.1 No person other than you (whether you are booking as an individual consumer or on behalf of an organisation) and NHSP Workforce Development shall have any rights under these Terms, and no provision of this agreement is intended to be enforceable by a third party, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. Nothing in this clause affects the rights of any permitted successor or assignee.

16. NOTICES

16.1 Any formal notices required under these Terms shall be given in writing. Notices sent by NHSP Workforce Development will be delivered by email to the address you (or, where you are booking on behalf of an organisation, the organisation's designated contact) provided at booking. You (or, where applicable, the organisation on whose behalf you are booking) are responsible for ensuring that the contact details you provide are current and accurate, and for notifying us promptly of any changes. You (or, where applicable, the organisation on whose behalf you are booking) may send notices to NHSP Workforce Development by email to the address specified in your booking confirmation or by any method expressly stated in our published course contact information. Notices delivered by email shall be deemed received: (a) if sent by NHSP Workforce Development, at the time of transmission unless an error message indicates failure of delivery; and (b) if sent to NHSP Workforce Development, when actually received by NHSP Workforce Development during business hours on a business day (or, if received outside business hours or on a non-business day, at 9:00 am on the next business day).

17. ACCEPTABLE USE OF ONLINE PLATFORMS

17.1 Where a course is delivered online, you agree to use the digital learning platform responsibly and in accordance with all instructions provided. You must not engage in conduct that disrupts learning, breaches the security of the platform, interferes with other participants, or damages the integrity of the session. You remain responsible for ensuring that your environment and conduct are appropriate for learning and do not cause disruption to trainers or other Customers. NHSP Workforce Development reserves the right to remove any participant from an online session who breaches these acceptable use requirements in its reasonable discretion.

18. HEALTH AND SAFETY

18.1 For Face-to-Face Courses, you must comply with all reasonable health and safety requirements as advised by NHSP Workforce Development or displayed at the training venue. You are responsible for taking reasonable care for your own safety and the safety of others. You must follow all reasonable instructions provided by trainers or staff. NHSP Workforce Development may remove any individual who behaves in a manner that materially jeopardises health or safety, provided that such removal is proportionate to the risk posed.

19. SECURITY AND ACCOUNT INTEGRITY

19.1 You are responsible for taking reasonable steps to maintain the confidentiality of your login credentials and to prevent unauthorised third parties from gaining access to your account. Where you are booking on behalf of an organisation, you are responsible for taking reasonable steps to ensure that login credentials are only shared with authorised personnel within your organisation who have a legitimate need to access the account. You must notify NHSP Workforce Development as soon as reasonably practicable if you believe your account has been accessed without authorisation. You remain responsible for any activity undertaken using your credentials unless you have notified NHSP Workforce Development of a potential breach and taken reasonable steps to

prevent unauthorised access.

20. SAFEGUARDING

20.1 Where training involves content relevant to safeguarding or includes participation by individuals who may be vulnerable, you agree to comply with the safeguarding standards, policies, and instructions notified to you by NHSP Workforce Development. NHSP Workforce Development reserves the right to take such action as it reasonably considers necessary to protect the welfare of participants or staff, including immediate removal from a course where appropriate and proportionate to the safeguarding concern. NHSP Workforce Development's determination of what is necessary shall be final and binding, provided such determination is made reasonably and in good faith.

21. REASONABLE ADJUSTMENTS

21.1 NHSP Workforce Development will make reasonable adjustments to accommodate accessibility or support needs where these are disclosed at the time of booking, or as soon as reasonably practicable thereafter. Where you are booking on behalf of an organisation, you must use reasonable endeavours to inform us of any accessibility or support needs of the individuals who will be attending the course. Adjustments will be implemented where reasonable and proportionate.

21.2 NHSP Workforce Development is not required to make adjustments where they would fundamentally alter the nature or content of the course, impose a disproportionate burden on NHSP Workforce Development, or where insufficient notice has been provided to make the adjustment practicable. Failure to provide sufficient notice may limit the adjustments that can be made.

22. SURVIVAL

22.1 Any provision of these Terms that expressly or by implication is intended to continue in force after the completion of the course or termination of the contract shall remain in full force and effect. This includes, but is not limited to, provisions relating to intellectual property, confidentiality, data protection, liability limitations and exclusions, indemnities, non-solicitation, acceptable use restrictions, and any other obligations that by their nature are intended to survive.

23. INTERPRETATION

23.1 In interpreting these Terms, headings are included for convenience only and do not affect the meaning or construction of any provision. References to the singular include the plural and vice versa, and references to any gender include all genders. Any reference to a statute or regulation includes any amendments, re-enactments, or subordinate legislation made under it. Any example provided within the Terms is for illustration only and does not limit the general meaning of the provision in which it appears.

24. NO WAIVER

24.1 Any delay or failure by NHSP Workforce Development to exercise a right or remedy under these Terms shall not constitute a waiver of that right or remedy, nor shall it prevent the further exercise of that or any other right or remedy. A waiver is only effective if given in writing by an authorised representative of NHSP Workforce Development and is effective only in the specific instance and for the purpose for which it is given.

25. SEVERABILITY

25.1 If any provision within these Terms is held by a court or competent authority to be unlawful, invalid, or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it lawful, valid, and enforceable. Where such modification is not possible, the provision shall be deemed deleted. Any such invalidity or unenforceability shall not affect the validity and enforceability of the remaining provisions, which shall remain in full force and effect.

26. COMPLAINTS

26.1 If you are dissatisfied with any aspect of a course or service, you are encouraged to raise the matter promptly with NHSP Workforce Development so that we may address your concerns through our internal complaints procedure. Where you are booking on behalf of an organisation, complaints may be raised by you or by any authorised representative of the organisation. We will make reasonable efforts to resolve complaints internally. Where we are unable to resolve your complaint to your satisfaction after following our internal procedure, we will provide information about any applicable alternative dispute resolution options at that time. If you are a consumer, you may also have the right to refer your complaint to an alternative dispute resolution body. We will provide information about accessing alternative dispute resolution upon request.

27. ASSIGNMENT

27.1 NHSP Workforce Development may assign, transfer, or subcontract its rights and obligations under these Terms to another organisation at any time where such transfer does not materially reduce the standard of service provided to you. You may not assign or transfer your rights or obligations under these Terms to any other person without the prior written consent of NHSP Workforce Development.

27.2 Where you are an individual booking a course for yourself, you may not permit any other person to attend the course in your place, without the prior written consent of NHSP Workforce Development.

27.3 Where you are booking on behalf of an organisation, the organisation may nominate or substitute attendees in accordance with any applicable booking policies communicated in writing at the time of booking, provided that: (a) any substitution request is made at least 5 business days prior to the Commencement Date (or such shorter period as NHSP Workforce Development may agree in its reasonable discretion); (b) substitute attendees meet any prerequisite qualifications or requirements for the course; and (c) the organisation provides all necessary information about substitute attendees as required under clause 3.2.1. NHSP Workforce Development reserves the right to refuse substitution requests where acceptance would compromise course quality, exceed capacity limits, breach accreditation requirements, or otherwise create operational difficulties, and shall notify the organisation of such refusal with reasons within 2 business days of the request.

28. ENTIRE AGREEMENT

28.1 These Terms constitute the entire agreement between you (whether booking as an individual or on behalf of an organisation) and NHSP Workforce Development in relation to the training services you have purchased. They supersede and extinguish all prior agreements, representations (other than fraudulent representations), assurances, or understandings, whether written or oral, relating to the subject matter. You confirm that in entering into this agreement you have not relied upon any statement, representation, or promise not expressly included in these Terms.

29. GOVERNING LANGUAGE

29.1 These Terms are drafted in the English language. If they are translated into any other language, the English language version shall prevail to the extent of any inconsistency or ambiguity.

30. WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

30.1 If you are a business Customer, these Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by the laws of England and Wales. We both agree to the exclusive jurisdiction of the courts of England and Wales.

30.2 If you are a consumer Customer, please note that these Terms, their subject matter and their formation, are governed by the laws of England and Wales. You may bring proceedings in the courts of England and Wales, or if you are a resident of Northern Ireland you may bring proceedings in Northern Ireland, or if you are a resident of Scotland, you may bring proceedings in Scotland. We may bring proceedings against you only in the courts of where you are resident.