



Inhouse & Remote Training to Organisations (Closed)

Terms & Conditions

Thank you for your interest in booking training with Rethink Mental Illness. This document tells you the terms and conditions on which we provide our training.

Rethink Mental Illness is registered in England Number 1227970. Registered Charity Number 271028 at 28 Albert Embankment, London, SE1 7GR. You can contact us by emailing training@rethink.org or by calling 0333 222 587.

1. Our Training Courses

- 1.1. Our training courses are designed to provide knowledge and skills related to mental health, aimed at ultimately improving the lives of people severely affected by mental illness.
- 1.2. Our training is delivered 'inhouse' or 'remotely'.
- 1.3. See our separate licence conditions for our eLearning.

Delivery Type	Description
Inhouse	Our training is delivered within your organisation or at a venue you source. Rethink Mental Illness is not responsible for sourcing, paying for, providing lunch or refreshments at, or the health & safety requirements of the venue.
Remote	Our training is delivered via the internet, utilising video conferencing software, with a trainer facilitating the session in a live environment (not pre-recorded). You are responsible for ensuring your delegates have access to a computer with audio and camera enabled, internet access and are able to utilise video conferencing software.
eLearning	Rethink Mental Illness will create an eLearning package and provide you with the file to host on your own internal systems.

- 1.4. Our training is either 'standard', 'bite-sized', 'Y/MHFA' or 'tailored'.

'Standard' courses	3.5-hours remote or 4 hours in person e.g. Mental Health Awareness.
'Bite-sized' sessions	50-minutes (remote or in person)
Y/MHFA – Mental Health First Aid (Youth or Adult)	4x 3 to 4-hour sessions remote or 2x full days in-person full course. Varying durations for other formats including 'Aware' and 'Refresher'.
'Bespoke'	Agreed between both parties, content and/or durations that differ from the above.



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2. What we, Rethink Mental Illness, will do

- 2.1 We will deliver your chosen training course within your organisation remotely or in-person on the date and time agreed in the booking form.
- 2.2 We will ensure our trainers deliver the training using reasonable skill and care.
- 2.3 We may change the trainer delivering your course without notice.
- 2.4 If you have requested any amendments to our standard training content, these will be written and delivered as per the scope of works detailed in the booking form.
- 2.5 We reserve the right to change the course content of any of our training courses at any time and without prior notice. Reasons for changes may include a need to comply with changes in legislation, policy or guidance.
- 2.6 We try our best to make sure any information contained within our training sessions is accurate and current, but we do not accept any liability for the accuracy of the information or any consequences for you, our customer, if you rely on its accuracy, unless we have fraudulently misrepresented information.
- 2.7 For our 'Standard' courses, we will provide training materials, such as e-packs, for each delegate, via e-mail.
- 2.8 We will conduct pre- and post-training evaluation and request feedback from delegates on the training.
- 2.9 A consolidated and anonymous report will be made available to you should you request it after the training session has taken place and there have been sufficient responses.
- 2.10 We may conduct further follow up and evaluation with your delegates around 6 months after the training session, where we have received consent to do so.

3. What you, our customer, will do

- 3.1 You will check the information contained in the booking form is complete and accurate.
- 3.2 You will provide us with all the information, such as venue and access details for "in-person" courses.
- 3.3 You will provide a suitable training venue/room within which we will deliver any "in-person" training and ensure our trainers and anyone else involved in delivering or quality assuring our training has access to your premises, offices and other facilities as reasonably required.
- 3.4 You will ensure we have access to a flip chart and pens and a projector, screen and any connectivity needs (in-person courses).
- 3.5 You will prepare the training venue before the training takes place, ensuring it complies with all relevant legislation, including Health & Safety requirements.
- 3.6 You will inform us within 10 working days of the training if any delegates have any needs such as a learning disability or mental health problem which may impact their ability to access and enjoy the course to enable us to consider possible support/accessibility (see section 9).
- 3.7 You will keep any materials (documents, equipment and otherwise e.g., workbooks) we have supplied prior to the training session safely, confidentially and in good condition.
- 3.8 You will ensure you and all training delegates have access to the required equipment and software to be able to access our remote training.
- 3.9 **You will share these terms and conditions with everyone who is going to attend the training** and bring their attention to the following points:



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- Everyone on the training will contribute to a supportive and positive environment. This is particularly important due to the sensitive nature of the topics we discuss. This means generally behaving in a peaceful, supportive and constructive way throughout the course.
 - Rethink Mental Illness staff reserve the right to cease interaction with delegate/s if the trainer believes they are behaving in an inappropriate way that could negatively impact on the wellbeing of others. In this situation, the trainer reserves the right to remove (expel) delegates from the online course. (Remote sessions).
 - During in-person courses, the trainer reserves the right to ask delegate/s to leave.
 - If delegate conduct is severely impacting the experience of other learners, particularly in relation to other delegates' health, safety and wellbeing, and the delegate/s refuse to leave the trainer reserves the right to discontinue delivery and cease the course. In this instance, we cannot guarantee the course will be rearranged.
 - Rethink Mental Illness will inform the Key and/or Emergency Contact at your Organisation named earlier of any issues regarding delegate conduct as soon as possible including delegate names where relevant and necessary.
 - Rethink Mental Illness might share other information such as delegates' names/personal data/attendance/performance on the course if necessary, possible and/or requested by you, our client. Further details in section 8.
 - Rethink Mental Illness might share general themes discussed on the course with the client organisation if appropriate/necessary but will not breach confidentiality (ie we will not give names or identifiable features of people who shared anything) unless it was needed in order to safeguard someone from harm.
- 3.10 You will be responsible for all delegates' health, safety and wellbeing during the course.
- 3.11 You will recruit a minimum of 8 delegates for face-to-face training and 4 for remote training. Please contact us if you are struggling to recruit delegates. Our courses are designed for a minimum of 4 (remote) and 8 (in-person) delegates because they encourage participation and sharing.
- 3.12 You understand that if fewer than 4 delegates attend an online course, we reserve the right to end the training early once we have covered all course material and you will still be invoiced 100% of the cost, as training with smaller groups can take less time.
- 3.13 You understand that if fewer than 2 turn up or are in the training at any time (i.e. if people leave early), the trainer will end the training for health and safety reasons and you will be charged 100% of the fee.
- 3.14 You will recruit a minimum of 8 delegates and a maximum of 16 delegates for Mental Health First Aid (Youth or Adult).
- 3.15 You will provide an emergency contact on the booking form who will be contactable by phone throughout the training session/s and immediately afterwards.
- 3.16 You will not share any of Rethink Mental Illness's resources with anyone other than those named at the time Rethink Mental Illness shares it/them with you.
- 3.17 You will not share any Mental Health First Aid England resources you are given with anyone other than those named at the time Rethink Mental Illness shares it/them with you.
- 3.18 You will provide tech/IT support to the delegates for remote courses.
- 3.19 You will provide tech/IT support to the trainer if needed for in-person courses e.g. when connecting their laptop to the screen you have provided.



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- 3.20 You will be responsible for any refreshments and food you wish to provide or make delegates aware that they are responsible.
- 3.21 You will give each delegate their certificate of attendance after we provide it.
- 3.22 You will make all delegates aware of these Terms and Conditions. In particular, bringing their attention to sections 3.9 (delegate conduct) and 8 (confidentiality and data protection).
- 3.23 If you are booking this training with one or more other organisation, each organisation agrees to these Terms and Conditions and will thus provide a Key Contact and all other requirements set out in these Terms and Conditions and the booking form.

4. Booking our training

- 4.1. Our courses are listed on our [website](#), or you can contact us to discuss options. When you know which course you would like to book, contact training@rethink.org or by calling 0333 222 587 and we will discuss/agree;
- The nature of your organisation (sector/industry and private, public or third sector)
 - The date & time you would like the training
 - Which course(s) you are interested in
 - Whether you would like the course to be delivered in person or remotely
 - For inhouse training, the location/s you would like the training to be delivered at.
- 4.2. If you would like to discuss your options or to create a bespoke training course, please contact us as much information as possible about your needs. We will follow-up and/or suggest a meeting
- 4.3. Once we have agreed the course, date, time, delivery method and, where applicable, location we will send you a booking form which will confirm the details of the course(s) and the price.
- 4.4. By completing the booking form and returning it to us by email (training@rethink.org) you are deemed to have accepted these terms and conditions, the cost, and the booking will be deemed to be confirmed on the date the email is received by us.
- 4.5. When booking a Mental Health First Aid course (Youth or Adult), the following applies:
- You must forward all information we send you regarding delegate registration directly to the delegates you wish to sign up and attend the course.
 - Delegates must follow all steps as stated by Rethink Mental Illness in the communications given to you regarding delegate registration in order to attend the course.
 - Failure of delegates to complete the necessary registrations steps may result in them being unable to attend the course.
 - Delegates must provide accurate information to Mental Health First Aid England in order for successful registration/completion of the course.
 - Delegates must register correctly in order to receive their manual in time, complete all pre-work on the Enabley platform and attend all 4 live sessions in order to complete the course
 - The maximum number of delegates is 16.
 - If more than 16 delegates register, we will only offer places to the first 16 – please be aware we will endeavour to, but cannot guarantee we will, inform the remaining delegates that they do not have a place.



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- You will inform all delegates of all of the above regarding Mental Health First Aid bookings and registrations.
- Rethink Mental Illness cannot guarantee that anyone who attends a Mental Health First Aid course will pass the course and thus become a qualified Mental Health First Aider – this is dependent on individual delegates' attendance and performance on the course.

5. Postponement and Cancellation

- 5.1. If you, our customer, needs to cancel or postpone the agreed training courses(s) you should do so in writing, by emailing training@rethink.org.
- 5.2. In the event of a postponement or cancellation in the below timeframes, Rethink Mental Illness may still incur costs. Therefore, if you postpone or cancel a course, you will be charged:
 - 25% of the fee if you cancel or postpone 16-30 days ahead of the course's start date
 - 75% of the fee if you cancel or postpone 15-6 days ahead of the course's start date
 - 100% of the fee if you cancel or postpone 0-5 days ahead of the course's start date
- 5.3. Although only ever done so as a last resort, if we, Rethink Mental Illness, need to cancel or postpone a training course, we can do so any time. We will let you know in writing, and we will also attempt to contact you by telephone. We will not be liable to pay any costs incurred by you if we have to cancel or postpone a training course.

6. Charges and Payments

- 6.1. We will invoice you on completion of the training course(s). If you require a purchase number to be stated within the invoice, you will provide this to us within the booking form.
- 6.2. The charges for our inhouse training courses are inclusive of any travel costs and therefore a separate charge for travel and subsistence will not be made, unless excessive costs are likely. This will be agreed in advance of confirming your booking, in writing.
- 6.3. Prices quoted are exclusive of VAT which will be shown separately on the invoice. All training courses are subject to VAT at the standard rate (20%).
- 6.4. You will ensure that each invoice is paid in full within 30 days of the date of the invoice, you will pay by BACS into the following account:

Bank: Natwest

Sort Code: 010931

Account Number: 54715024.

- 6.5. Without prejudice to any other rights or remedies within this contract, we may seek recovery of an unpaid invoice by starting legal proceedings.



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7. Intellectual Property Rights

- 7.1. We retain all Intellectual Property Rights for our standard and tailored training courses. We also retain the Intellectual Property Rights for any materials created by us (or by a third party on our behalf) specifically for the agreed training course(s).
- 7.2. Unless you have our express written permission to do so, you are not allowed to:
- Reproduce (e.g., Photocopy) our training course materials
 - Share our training course materials with others outside of the organisation
 - Deliver our training content to others, either within or outside of the organisation
 - Sell our training content or materials
 - Adapt our training content or materials
 - Put our training course content and materials on the Internet
 - Record our training courses
- 7.3. Mental Health First Aid England retain all Intellectual Property Rights for their Mental Health First Aid and Youth Mental Health First Aid courses.

8. Confidentiality & Data Protection

- 8.1. We will use any personal information you give us (both your own and any training delegates) to:
- Deliver the training to you
 - Process your payment for the training
 - Give you information about any of the other training courses and consultancy we offer. You can stop receiving this extra information at any time by contacting training@rethink.org or by calling 0333 222 587.
 - Request/gather feedback on our training immediately after the session and in future (e.g. a 6-month follow-up survey) from the date of the session for evaluation and quality purposes.
- 8.2. Your personal information will be processed as per our Privacy Notice which can be accessed via our [website](#) or provided on request.
- 8.3. We will only share your personal information with third parties when the law requires us to do so unless you have booked Mental Health First Aid or Youth Mental Health First Aid training, in which case the following applies:

When you have booked Mental Health First Aid or Youth Mental Health First Aid, delegates are required to register with Mental Health First Aid England and provide personal data. You can view how they handle delegates' data within their privacy notice [here, on their website](#). Mental Health First Aid England require delegates' personal data so they can:

- Send delegates the Mental Health First Aid Manual and Workbook.
- Assess the work that delegates submit (for some online courses).
- Contact delegates regarding their manual and workbook delivery, submitted work (online only) and delegates' certificates.
- Provide delegates with their certificates.



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- 8.4. Rethink Mental Illness may provide you, our customer, with information about individual delegates which is required to quality-assure and monitor the training. This information includes and is limited to:
- Names of delegates who have registered to attend a course (if applicable, e.g., in the case of Mental Health First Aid)
 - Names of delegates who attended a course
 - Names of delegates who completed a course (and, in the case of Mental Health First Aid, have passed the course)
 - Names of delegates who attended part of a course (i.e., delegates who started late, finished early, or missed sessions)
 - Any information that delegates have used to register for a Mental Health First Aid course i.e., Name, e-mail address, home address, phone number etc. E.g. in order to help locate missing materials.
 - Any issues relating to delegate conduct as earlier described.
 - A copy of delegates' MHFA certificates if requested.
- 8.5. Information disclosed to our trainers during the training session will not be shared outside of the session, unless anonymously as described in 3.9.
- 8.6. Our trainers will breach the confidentiality of you or one of your training delegates if they are concerned there is a risk to the health and safety of the individual or to others – in particular where they have a duty to safeguard Vulnerable Adults or Children.

9. Entire Agreement

This Agreement (together with the completed Booking Form) constitutes the complete and exclusive agreement between the parties in respect of the subject matter to which it relates and supersedes all prior correspondence, agreements and understandings.

10. Modifications

Any modification of this agreement will only be binding if evidenced in writing and signed by both parties.

11. Force Majeure

11.1. Neither party shall have any liability for any failure to perform or delay in performing any of its obligations under this Agreement if and to the extent that such failure or delay is caused by reasons, circumstances or events beyond the reasonable control of that party.

11.2. If a party is affected by any circumstance or event of the type described in clause 11.1, that party shall notify the other party as soon as reasonably practicable and the parties shall each use all reasonable endeavours to minimise the impact on the obligations that are affected.



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12. Complaints

12.1. At Rethink Mental Illness we are committed to providing a high standard of customer care and satisfaction. If you are not happy with any element of the service that you have received from us, please contact training@rethink.org