



# TERMS AND CONDITIONS OF ACCREDITATION

Under its Royal Charter, the key objective of The British Psychological Society (“the society”) is ‘to promote the advancement and diffusion of the knowledge of psychology pure and applied and especially to promote the efficiency and usefulness of members by setting up a high standard of professional education and knowledge’ (the “Objective”). The purpose of the society’s accreditation process is to further the Objective. The society’s approach to accreditation is based on partnership rather than policing, and this document sets out the terms and conditions of the partnership that exists between the society and each Provider.

## 1. Definitions

For the purposes of these terms and conditions, the definitions below shall apply:

**“Academic Year”**: The 12 month period, starting on 1 September and ending on 31 August each year, during which Programme delivery takes place.

**“Accreditation Period”**: The period during which a Programme is accredited by the society in accordance with these terms and conditions.

**“Accreditation Standards”** or **“Standards”**: The Accreditation Standards specified by the society, benchmarking its expectations regarding both (1) the content of Accredited Programmes, and (2) the infrastructure and resources that Providers need to put in place to ensure that Learners completing an Accredited Programme will have met the relevant academic and/or practice requirements.

**“Accredited Programme”**: A Programme that has been accredited by the society following independent evaluation by Society-nominated Reviewers.

**“Accreditation Services”**: The accreditation services provided by the society as set out in 3.1 below.

**“Cohort”**: A group of Learners who share a common learning experience; for example, because they entered the same Programme delivered by the same Provider in the same Academic Year or at the same enrolment point.

**“Department”**: The academic unit within which the Programme is based, and which has responsibility for assuring and enhancing the quality of the Programme and its delivery.

**“Fees”**: The annual subscription fee, visit fee, application fee and appeal fee, payable by Departments pursuant to receipt of the society’s Accreditation Services.

**“Learner”**: Applicants, students (on undergraduate, conversion and/or Masters programmes) and trainees (on professional and/or postgraduate training programmes), who have subscribed to the provision of Programmes by the Provider for the purpose of the Partnership.

**“Logo”**: The ‘accredited’ logo (and subject-specific variants thereof) made available by the society to Providers, solely for the Purpose of advertising Accredited Programmes or in connection with Programme materials.

**“Objective”**: The key objective of the society, as articulated within its Royal Charter and Statutes – the governing documents of the society from which its aims and objectives are derived (see <http://www.bps.org.uk/about-us/how-we-work>).

**“Partnership”**: The collaborative educational relationship that exists between the society and a Provider, in relation to the provision of, or desire to provide, Accredited Programmes. This does not constitute a legal partnership (see paragraph 9.2 below).

**“Accreditation Operations Manager”**: The society’s appointed Manager from time to time.

**“Partnership and Accreditation Officer”**: The society’s appointed employee from time to time.

**“Programme”**: A coherent education or training experience, successful completion of which is determined via a formal assessment process. The assessment process and the nature of any named awards associated with completion of the Programme are considered by the society as part of the accreditation process.

**“Provider”** or **“you/your”**: An organisation (whether an educational body or otherwise) with responsibility for delivering a Programme, assessing the performance of Learners in an academic and/or practice setting, and/or conferring any award associated with successful completion of a Programme.

**“Purpose”**: Refers specifically to the use of the society’s Logo to advertise Accredited Programmes or in connection with Programme materials.

**“Quality”**: How well Providers manage teaching and learning opportunities to help Learners progress and succeed, as determined by the society.

**“Reviewers”**: Authorised agents of the society who review the provision of Programmes by Providers for the purpose of ensuring Quality.

**“The society”** or **“we/us/our”**: The British Psychological Society. The society is a charity registered in England and Wales (registration number: 229642) and Scotland (registration number: SC039452).

**“Website”**: [www.bps.org.uk/accreditationdownloads](http://www.bps.org.uk/accreditationdownloads), unless otherwise indicated.

## 2. The accreditation process

- 2.1. Accreditation relies on Partnership, encompassing collaborative working between the society and Providers. The society undertakes to engage in all activities and reviews in the spirit of partnership and co-operative enquiry, and Providers shall engage in a similarly open, co-operative and collaborative fashion.
- 2.2. Unless otherwise stated by the society (at the society’s absolute discretion), the accreditation process operates on a six-year cycle. Details of the specific activities and reviews that apply to Programmes at different stages of the accreditation cycle, and the timescales that apply to these, are outlined in the society’s process handbooks and in the procedure for considering complaints made against Accredited Programmes. All of these can be downloaded from the Website.
- 2.3. The Accreditation Standards that apply to different programme types are published on our Website. We will review our Standards on a regular basis, and we undertake to consult with Providers and with any relevant stakeholders on any changes proposed prior to implementation.
- 2.4. When revised Accreditation Standards are issued, we will confirm in writing the date by which you are expected to implement the revised standards, and whether any additional process above and beyond the standard accreditation cycle (see 2.2 above) will apply.

- 2.5. We expect you to systematically assure the quality of your Accredited Programmes, to evaluate your provision against our standards to ensure that these continue to be met, and to strive towards enhancing quality wherever possible. Failure to do so may, at our discretion, result in withdrawal of accreditation.
- 2.6. We expect you to maintain regular communication with us regarding changes to your provision, and any changes that materially affect the way in which your Accredited Programmes meet the relevant Accreditation Standards. Further guidance on the particular changes that need to be notified to us, and the timescales for reporting such changes, is available on our Website.
- 2.7. We expect you to, at your own cost, respond promptly to any requests for information, ensure we have up-to-date administrative and logistical details for your provision, and to co-operate professionally with us and provide all reasonable assistance to us in relation to the Accreditation Services we provide.

### **3. Provision of Accreditation Services**

- 3.1. The society provides three categories of Accreditation Services:
  - a) Evaluation of applications for granting Accreditation to new Programmes.
  - b) Evaluation of requests to confirm ongoing Accreditation for established Programmes.
  - c) Evaluation of applications to reinstate Accreditation for Programmes from which Accreditation has previously been withheld or withdrawn.
- 3.2. The formal Partnership between the society and the Provider, as governed by these terms and conditions, is deemed to commence at the point at which an application for Accreditation is received by us.
- 3.3. The Accreditation process is delivered by teams of Reviewers comprising society members and employees. Review teams consider the extent to which Providers, and the Programmes they put forward for Accreditation, meet the society's Standards, and it can be shown that the Programme operates in accordance with the relevant Accreditation Standards for that Programme type. Notwithstanding the foregoing, you recognise and agree that Quality must at all times be systematically assured, and should also be enhanced over time.
- 3.4. Reviewers' work is governed by a code of conduct that informs their professional judgement and behaviour when conducting society business. You should raise any concerns regarding the conduct of Reviewers in connection with their role in the Accreditation process with the Partnership and Accreditation Manager.
- 3.5. We will identify, and assign to you, a Partnership and Accreditation Officer who will have knowledge of the full range of provision you offer, and who has expertise in quality assurance methods. They will oversee and maintain our relationship with you, enabling us to maintain a coherent, supportive dialogue.
- 3.6. Wherever possible, the Partnership and Accreditation Officer who is assigned to you will undertake all of the partnership visits to your Programmes. Occasionally and unavoidably, there may be a need to substitute another Partnership and Accreditation Officer for a particular visit. If the designated Officer is not available, you should direct your enquiries to [pact@bps.org.uk](mailto:pact@bps.org.uk) to ensure that another member of the team can respond to you in a timely manner.
- 3.7. The Partnership and Accreditation Officer will advise on all matters pertaining to accreditation, including providing a reasonable amount of non-binding guidance and advice to you outside of the formal reviews that we undertake as part of the Accreditation process.

- 3.8. We will ensure that accurate information regarding your Accredited Programmes is captured on our database, and published via the search function on our Website. Publication of accurate information is dependent upon you updating us regarding any changes to the Programme(s) in question (see 2.6 above). You are responsible for ensuring that applicants to your Programme(s) have access to accurate information to inform their decision-making process (see 9.5 below).
- 3.9. We will deliver annual Programme Liaison Days, targeted to the needs of Providers of the different Programme types that are eligible for Accreditation. The purpose of such events is to facilitate the sharing of good practice across the education and training community. We will fund attendance (travel and subsistence expenses) for one representative from each Department offering Accredited Programme(s), up to a maximum of £150 for UK Providers, and up to a maximum of £300 for non-UK Providers. Expenses will be reimbursed in line with our standard expenses payment policy, up to the maximum values stated above.
- 3.10. We may consider complaints made in relation to Accredited Programmes. Whilst we are not able to intervene in individual disputes, we are able to take a view on the extent to which a Programme's fulfilment of our Standards may be compromised. The details of how we deal with complaints about an Accredited Programme can be found on our Website.
- 3.11. We may identify concerns in relation to Accredited Programmes outside of the standard Accreditation cycle (see 2.2 above). For example, an issue may arise during a visit to one Programme that raises potential concerns for your other Accredited Programmes. In such circumstances, we will write to you requesting specific information that will allow us to reach a view on: (1) whether your achievement of our Accreditation Standards is at risk; and (2) whether ongoing Accreditation, if confirmed, is contingent upon specific outcomes being achieved (see section 4 below).

#### **4. Accreditation decisions and the Accreditation period**

- 4.1. A decision to accredit indicates that our review process has enabled us to confirm that the Programme is of an independently verified high standard and will support Learners in their academic and/or professional development, in line with the expectations outlined within the relevant Accreditation Standards.
- 4.2. Decisions regarding Accreditation, as specified in paragraph 3.1 above, are taken at the absolute discretion of the society. We will exercise reasonable skill and care in making Accreditation decisions, and will follow our published Accreditation processes (see 2.2 above). In all circumstances, Accreditation will be withheld or withdrawn in the event that our review team agrees that you have not provided sufficient evidence to demonstrate that your Programme(s) adequately meet(s) the relevant Accreditation Standards.
- 4.3. Review teams act with the delegated authority of the Partnership and Accreditation Committee, and the decisions they take represent the view and judgment of the society.
- 4.4. Accreditation for established Programmes (those referred to in paragraph 3.1(b) above) is normally granted on an open-ended basis, subject to regular and ongoing review in line with the stated six year Accreditation cycle (see 2.2 above). We may, however, grant Accreditation for a time-limited period (for example, in respect of a specified number of Cohorts) where a Programme is newly-established, or where the Accreditation process has highlighted any matters that may, in our opinion, impact our confidence in the likelihood that the provision will be able to continue meeting our Standards on an ongoing basis. It is your responsibility to provide your prospective Learners with accurate information regarding the current Accreditation status of your provision. (see 9.5 and 9.6 below).

We recommend you make contact with us as soon as you have made the decision to move forward with an application. Once you have submitted your application for accreditation, you may advertise your programme as *application for accreditation submitted to The British Psychological Society*. You should bear in mind any deadlines relevant to your processes for receiving applications and selecting

students on to your new programme when deciding when to submit your application for accreditation. Again, please note that, in accordance with our terms and conditions of accreditation, it is your responsibility to ensure that all applicants are able to make decisions on the basis of accurate information regarding the programme's accreditation status. (see 9.5 and 9.6 below)

- 4.5. If you are still developing your new programme and have yet to make a **formal application** for accreditation, you should **not** refer to Society accreditation being sought in any of your advertising and promotional materials.
- 4.6. Accreditation may be granted subject to you successfully fulfilling one or more conditions of Accreditation. Conditions are set when a review team considers that there is sufficient evidence demonstrating that our Accreditation Standards are not being adequately met. We will communicate to you in writing the timeline within which any action related to the condition(s) and the deficit(s) identified must be taken.
- 4.7. The timescale for meeting any condition(s) is normally 3 months from the date of the written communication. However, this is just an indicative period. We recognise that some changes can take time to make their way through the relevant governance and decision-making processes, and you may therefore propose a reasonable extension to the deadline initially specified. Additionally, there may be circumstances where a period of less than 3 months is appropriate, and we reserve the right to impose such a shorter timescale if we see fit.
- 4.8. If any condition(s) of Accreditation is/are not met within the time period granted pursuant to 4.6 above (i.e. in line with the revised schedule you have negotiated with us, or following a request for further information from the reviewers), you will be advised that Accreditation for future Cohorts will be withdrawn unless our condition(s) of Accreditation are met, and the process for withdrawal of Accreditation shall apply (see section 5 below).
- 4.9. You may appeal against an Accreditation decision; details of the appeals procedure can be found on our Website. Appeals must be submitted in writing within two calendar months of the date of the letter informing you of the decision against which you wish to appeal.

## **5. Withdrawal or cancellation of Accreditation**

- 5.1. We will take steps to withdraw Accreditation where there is evidence that your Programme(s) does (do) not meet our Standards, and where our Reviewers deem any steps you have taken to address the deficits identified to be unsatisfactory.
- 5.2. You may cancel your Accreditation with effect from the next Academic Year by advising us in writing. At this point your course will no longer be shown as accredited on our website and future cohorts recruited beyond this date will not be eligible for the Graduate Basis for Chartered Membership or acknowledged as a Stage 1 or Stage 2 programme leading to Chartered Status. Where Accreditation is withdrawn for Doctorate programmes, it is the provider's responsibility to notify HCPC or the commissioning body in the case of commissioned programmes.
- 5.3. There are four circumstances under which the process for withdrawing Accreditation may be initiated by the society:
  - a) When we have undertaken a partnership visit and granted ongoing Accreditation subject to the fulfilment of certain conditions, and in our opinion you have not provided a satisfactory response to our concerns within any designated timescale.
  - b) When we have undertaken a visit to your Programme or other provision (a standard partnership visit, or other visit initiated outside of the standard Accreditation cycle, e.g. in relation to our complaints process or otherwise) and believe that there is clear evidence (gained at the visit or via the response referred to in 5.3a) that our Standards either are not being met or cannot be met.

- c) When you fail to respond to requests for information, including for the purposes of an Accreditation review, visit, or other scheduled return or information request as notified by us. If in our reasonable opinion you do not provide us with appropriate information to be able to judge whether your Programme or other provision meets our Standards, we will advise that Accreditation for future Cohorts will be withdrawn unless the information we have requested is forthcoming within our stipulated timeframe, and such evidence, in our opinion, provides sufficient evidence that the Accreditation Standards can be met.
- d) When you have failed to pay the relevant subscription fees in line with the payment schedule as detailed in **Section 7** of this document.

The provisions outlined in paragraphs 5.3b and 5.3c above constitute **stage one** of the withdrawal of Accreditation process. The provision set out in paragraph 5.3d constitutes the beginning of the process set out separately under **Section 7**.

- 5.4. If you do not successfully demonstrate achievement of our Standards at stage one of the process, you will have a further opportunity (the timescale of which will be determined by us) to provide evidence of the additional steps you have taken to address the deficits identified and meet the conditions we have set. This represents **stage two** of the withdrawal of Accreditation process.
- 5.5. If you do not successfully demonstrate achievement of our Standards at stage two of the process, we may at our discretion grant you a further final opportunity (the timescale of which will be determined by us) to provide evidence of the additional steps you have taken to address the deficits identified and meet the conditions we have set. This represents **stage three** of the withdrawal of Accreditation process.
- 5.6. If you do not successfully demonstrate achievement of our Standards at stage three of the process, Accreditation will be formally withdrawn from future Cohorts with immediate effect.
- 5.7. Where Accreditation is withdrawn or cancelled, you shall remove any reference to your provision being accredited, and any use of our Logo (see section 8 below), from all marketing materials, websites and/or social media, and to communicate our decision to all applicants to whom an offer has been made, those who have accepted offers on the Programme.
- 5.8. If you wish to seek reinstatement of Accreditation for your Programme(s) at a future date, you will need to submit a full application for Accreditation. The earliest you may submit your application is 3 months following the date on which we notified you of our decision to withdraw Accreditation.
- 5.9. Any decision to withdraw Accreditation will not materially affect those Cohorts who have already enrolled on the Programme concerned. However, at any stage of the withdrawal of Accreditation process, the society may stipulate additional actions that you need to take to ensure that current/continuing Learners have an appropriate experience and exit the Programme having achieved the relevant academic and/or practice requirements at an appropriate level.
- 5.10. Where Accreditation is withdrawn, the society will provide an advice sheet which can be distributed to current/continuing Learners. The Provider should then normally either arrange a teach-out plan, or make arrangements to support Learners to transfer their studies to other Providers.
- 5.11. Where the society withdraws Accreditation from a Programme that is also approved by the Health and Care Professions Council, we will notify our decision to the HCPC at the point at which we communicate our decision to you. Where the society withdraws Accreditation from a Programme that is funded by NHS England and delivers NHSE/Health Education England recognised national curriculum, we will notify our decision to NHSE at the point at which we communicate our decision to you.
- 5.12. If achievement of our Standards is successfully demonstrated at stages 1-3 of the withdrawal of Accreditation process, we will confirm that Accreditation continues to be in place for your Programme(s). Where withdrawal of Accreditation has reached stage three of the process before Accreditation is able to be confirmed, the next visit to your Programme(s) will be undertaken within the next three Academic Years at the most.

## 6. Fees

6.1. Accreditation attracts the following Fees:

- a) An **annual subscription** fee, payable by all Providers for each Academic Year during which Accreditation is in place. We charge subscriptions based on the range of provision offered by each Department we work with. Subscriptions are payable for each Programme type offered.
- b) A **visit fee**, payable by the Provider after each accreditation visit undertaken by the society.
- c) An **application fee**, payable only by Departments seeking Accreditation for the first time.
- d) An **appeal fee**, payable only by Departments seeking to formally appeal against an Accreditation decision.

6.2. The society publishes a schedule of Fees. Fees are reviewed annually, and a schedule of Fees that will apply during the coming Academic Year, and any discounts that may be available to Providers offering multiple Programme types, is published in early July each year on our Website.

6.3. Annual subscriptions (6.1a) will be invoiced each September for all Providers of currently Accredited Programmes.

- Any Fees payable by Providers offering Programme(s) that secure Accreditation part-way through the Academic Year will unless otherwise stated be invoiced within one month of the Accreditation decision being communicated to the Provider.
- Providers who offer separate Accredited Programmes in more than one Department will be charged separate Fees for each Department.
- Where new Programmes have been submitted for Accreditation at a Department and/or level at which an Accredited Programme has not previously been offered, and where it is requested that Accreditation be backdated to cover existing or previous Cohorts, the Provider will be charged a separate Fee at the current rate for each Cohort to which Accreditation applies.

6.4. Visit fees (6.1b) will unless otherwise stated usually be invoiced by the end of the month during which the visit takes place.

- Visits undertaken to provision in the UK are charged at a fixed fee, as specified in the schedule of Fees that applies to the Academic Year during which the visit takes place.
- Visits undertaken to providers outside of the UK are charged at cost.
- If we determine that a visit needs to be deferred due to matters that could reasonably be expected to be within your control (e.g. due to late submission of documentation), the standard visit fee will be payable.
- Where Accreditation is withheld following a visit, you will still be expected to pay the relevant visit fee.

6.5. An application fee (6.1c) applies to departments that do not currently offer any Accredited Programmes, and will normally be invoiced at the point at which the submission is received by us. We will only be able to confirm the outcome of the application for Accreditation once this fee has been paid.

6.6. An appeal fee (6.1d) applies to Providers seeking to formally appeal against an Accreditation decision, and will normally be invoiced at the point at which the case for appeal is received by the society. In the event that the appeal is upheld we will refund this fee.

6.7. All amounts payable by the Provider under these terms and conditions are exclusive of amounts in respect of Value Added Tax chargeable from time to time ("VAT"). Where any taxable supply for VAT

purposes is made under the terms and conditions by the society to the Provider, the Provider shall, on receipt of a valid VAT invoice from the society, pay to the society such additional amounts in respect of VAT as are chargeable on the supply of the Accreditation Services at the same time as payment is due for the supply of the Accreditation Services.

6.8. All amounts due shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **7. Non-payment of fees**

7.1. All invoices are payable within 30 days of the date of our invoice.

7.2. If a Provider fails to comply with the terms of payment set out in 7.1, we reserve the right to trigger the withdrawal process of accreditation and, if non-payment persists beyond 90 days of the initial invoice date, the withdrawal process will conclude with immediate removal of accreditation.

7.3. Where non-payment of Fees results in the process of withdrawal of accreditation in accordance with 7.1 and 7.2, the following will apply:

- a) Any Accredited Programmes covered by the invoice(s) will be removed from our database of Accredited Programmes. Enquirers to the society will be advised that Accreditation of the Programme(s) in question is under review.
- b) Consideration of any applications for Accreditation of new Programmes you submit, and any other ongoing reviews, will be suspended until such time that all outstanding amounts have been paid in full.

7.4. If payment remains outstanding, we reserve the right to withdraw Accreditation with effect from the coming Academic Year. In this case paragraphs 5.9, 5.10 and 5.11 continue to apply.

7.5. You will be liable to pay us all reasonable costs or losses that we suffer because you have either behaved fraudulently or negligently, or have delayed or failed in your obligations under these terms and conditions.

## **8. Use of the society's Logo**

8.1. The 'accredited' Logo and subject-specific variations thereof, is the property of the society and its use is covered by these terms and conditions. The society retains ownership of the Logos, and the intellectual property vesting in the Logos at the present time and moving forward.

8.2. The society grants to the Provider a non-exclusive, royalty-free licence throughout the Accreditation Period to use the Logo for the Purpose of advertising Accredited Programmes or in connection with Programme materials. We will issue more detailed guidelines to you regarding the format and presentation of the Logo once accreditation has been granted or reconfirmed.

8.3. The use of the Logos is at all times subject to the permission of the society. The granting of Accreditation to a Programme will be deemed to amount to the provision of consent by the society to the use of the Logos by the Provider. Consent shall not be inferred under any other circumstance unless explicitly stated in writing by the society. Consent may also be withdrawn at any time.

8.4. We encourage you to use the 'accredited' Logo on your Programme and marketing materials, and on any other forms of communication relating to the Accredited Programme(s). Permission to use the Logo is granted for the duration of the Accreditation Period (see paragraph 4.4 above), and for the Purpose stated in 8.2.

8.5. In the event that the society believes or has reason to believe (for whatever reason) that the Logos are being utilised for any other purpose aside from the Purpose, this will amount to a material breach

of the terms and conditions, and the permission for the Provider to utilise the logos shall be revoked with immediate effect.

- 8.6. Permission to use the Logo will be revoked if the Logo is used in any way which, in our opinion, adversely affects the society or the society's reputation, or if its use is in breach of these terms and conditions. Permission will also be revoked at the point at which Accreditation is withdrawn or cancelled (see section 5 above).
- 8.7. We protect our intellectual property and monitor the use of our Logos and copyrighted materials. Providers who are found to be using the 'accredited' Logo incorrectly or outside of the provisions specified in these terms and conditions may be asked in writing to remove all references to the Logo within seven days of the written request, or face legal action. You should notify the society of any third party infringement or abuse of the 'accredited' Logo, including by another Provider, which comes to your attention.

## 9. Legislative and contractual considerations

- 9.1. **No Third Party Rights:** These Terms are between you and us and no other person shall have any rights to enforce them.
- 9.2. **Governing Law and Jurisdiction:** These terms and conditions shall be governed by and construed and interpreted in accordance with the laws of England and Wales, and the society and the Provider thereby submit to the exclusive jurisdiction of the Courts of England and Wales.
- 9.3. **Variation:** No variation of these terms and conditions, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by us.
- 9.4. **No Partnership:** Nothing in these terms and conditions is intended to, or shall be deemed to, establish any legal partnership or joint venture between the parties, constitute either party the agent of another party, nor authorise either party to make or enter into any commitments for or on behalf of the other party.
- 9.5. **Bribery Act 2010:** The society and the Provider will:
- a) Comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010.
  - b) Not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.
- 9.6. **Force Majeure:** Neither the society nor the Provider shall be liable for any delay in or for failure to perform its obligations under these terms and conditions if that delay or failure is caused by circumstances beyond the control of that party, including fires, strikes, insurrection, riots, embargoes, or regulations of any civil or military authority.
- 9.7. **No Liability to Learners:** The society accepts no liability to the Provider's Learners under contract law or otherwise; applicants' and Learners' contracts are with the Provider, not with the society. Further, the society accepts no liability to the Provider's applicants or Learners under the Consumer Rights Act 2015. You are responsible for ensuring that applicants are able to make decisions on any offers made to them on the basis of accurate information regarding the Accreditation status of the Programme to which they have applied.
- 9.8. **Limitation of Liability:**
- 9.8.1. To the fullest extent permitted by law, we shall not be liable to you for any costs, expenses, loss of or damage to goodwill, loss of sales or business, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from your Accreditation, or any termination of the rights granted to you under, or otherwise in connection with, these terms and conditions.

- 9.8.2. You therefore also agree that we have no liability for the contents of your communications channels or any legal consequences arising from them. You should therefore satisfy yourself that your communications fulfil all of their intended purposes, including legal purposes.
- 9.8.3. Our liability to you whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising in connection with these terms and conditions, shall at all times be limited to the amount of Fees paid pursuant to these terms and conditions.

**9.9. Indemnity:**

- 9.9.1. You shall indemnify us against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with your exercise of your rights granted under these terms and conditions, or as a result of any breach by you of the considerations contained herein.
- 9.9.2. The Provider agrees to indemnify the society in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the society as a result of or in connection with any claim brought against the society in connection with the Provider's use of the Logos.

9.10. **Data Protection and Privacy:** We are committed to respecting individuals' rights to privacy and data security, and to handling the information provided by you responsibly within the requirements of the UK Data Protection Act 1998. Accreditation submissions will be shared with Reviewers who work with us as authorised agents to deliver the accreditation process on our behalf. Student data (required for purposes of membership) will be handled in accordance with the society's full privacy policy is available at: [www.bps.org.uk/privacy-policy](http://www.bps.org.uk/privacy-policy) or by written request to our offices.

9.11. **Freedom of Information Requests:** The Freedom of Information Act 2000 provides public access to information held by public authorities. The society is not a publicly owned organisation and as such we are not obliged to provide any information under the Freedom of Information Act. However, Providers are more typically subject to the Act; therefore any Learner wishing to read an Accreditation report may request that via the Provider. You should bear this in mind when providing commentary on any draft Accreditation reports, as whilst such reports will not be published by us, they may be made available to Learners who submit a Freedom of Information Act request to you.

9.12. **Severance:** If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph shall not affect the validity and enforceability of the rest of these terms and conditions.

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*These terms and conditions apply to all new programmes seeking accreditation from **1 July 2021**, and to all existing accredited programmes from **1 September 2021**.*