

# **TERMS AND CONDITIONS FOR FNF LEADERSHIP PROGRAMME PARTICIPANTS**

## **Introduction**

By accepting a place on a programme provided by Florence Nightingale Foundation (“**FNF**”, “we”, “us” or “our”) the leadership programme participant (including scholarship) (“you” or “your”) agrees to be bound by the terms and conditions set out below (the “**Terms and Conditions**”). It is therefore important that you read and understand them prior to accepting your place on a programme.

These Terms and Conditions will expire, subject to the provisions for early termination, on the completion of your programme, whether or not you are conferred with an FNF award. Any outstanding obligations that arise under these Terms and Conditions (including, but not limited to, the payment obligations set out below) will continue in force until fulfilled.

## **Supplementary Programme Information**

These Terms & Conditions should be read in conjunction with all other relevant information provided to participants as part of your engagement with FNF. This includes, but is not limited to: any joining instructions sent to participants via email, relevant programme pages on our website (available at <https://florence-nightingale-foundation.org.uk/leadership-programmes/>), application and enrolment forms, and course information published online. All such materials form part of the participant’s agreement with FNF and are deemed to be incorporated by reference into these Terms & Conditions.

## **Admissions to programme**

1. **Enrolment.** You are required to enrol/register with FNF at the start of your programme.
2. **Consideration of Applicants.** All applications for a place on an FNF programme are considered on their merits, in the context of the specific and general guidance set out in the relevant programme materials. FNF is not obliged to provide reasons for its decisions in relation to applications.

## **Offers**

3. Some offers of a place may be conditional on a nurse or midwife fulfilling certain requirements (academic or otherwise), which will be stipulated in writing when the offer of a place is made. If the prospective applicant fails to meet these requirements to the reasonable satisfaction of FNF, these Terms and Conditions between the prospective applicant and FNF will be, unless FNF agrees otherwise, terminated.

## **Progression**

4. Unless otherwise provided for in these Terms and Conditions, they will remain in force for the duration of your training. Progression through your programme is not automatic and is subject to completion of the course requirements to the satisfaction of FNF, including (but not limited to) minimum attendance, personal development, assessments and meeting the criteria for placement and of continuous membership of both the relevant Professional Regulator – and professional indemnity cover with your employer, where appropriate. We reserve the right to defer a participant or terminate your training at our sole discretion.

### **Provision of Courses and Services**

5. FNF will use its reasonable endeavours to deliver programmes in accordance with the descriptions set out in the relevant programme materials. However, the programme literature is produced at the earliest possible date to provide maximum assistance to prospective applicants. Changes may occur between the date of printing and the start of the programme cycle to which such materials relate.

FNF therefore reserves the right:

- a) to update policies, practices, programme schedules, or calendars, including modification of the content of the programme, and the cancellation or rescheduling of programme delivery dates without prior notice, though it will make every effort to minimise the inconvenience caused to participants. At times when courses are unable to take place for reasons outside of FNF's reasonable control (including but not limited to adverse weather conditions, train strikes or other *force majeure* events), affected sessions will be delivered virtually or, where possible, will be re-arranged, provided this can be achieved without FNF incurring additional costs;
- b) to make variations to, or withdraw, services if such actions are reasonably considered to be necessary by FNF; and
- c) to make additional charges and to vary such charges from time to time for the services it provides.

### **Online Participation**

6. Participants are responsible for having reliable internet access, compatible devices, and any required software to attend and participate in the online elements of the course. The provider is not liable for delays, interruptions, or inability to participate due to connectivity issues, hardware failures, or other technical problems on the participant's side.
7. Hybrid and virtual-courses may use third-party platforms such as Zoom or Microsoft Teams governed by their own terms of service and privacy policies.
8. Access links and login details will be provided only to registered participants and must not be shared or distributed and participants must ensure that login details are kept secure. Participants must not record, screenshot, or otherwise reproduce any part of the online content without prior written consent. Respectful and appropriate conduct is expected at all times during online participation.
9. The provider may need to reschedule online sessions if technical or operational issues arise and will give reasonable notice to participants where possible.
10. Personal data collected for administration (such as names, emails, or attendance records) will be processed in accordance with applicable data protection laws and the provider's Privacy Policy (see paragraph 22 of these Terms and Conditions for further information on how FNF deals with your personal data).

### **Regulations**

11. You are required as a condition of accepting a place on an FNF programme to abide by and meet and maintain the professional standards set out by the relevant Professional Regulator (such as the Nursing and Midwifery Council UK or equivalent). These include regulations in the following non-exhaustive areas: academic; conduct and discipline; financial; health and safety; data

protection; library and computing; equal opportunities; intellectual property; complaints; programme requirements; placement agreements and policies.

12. By accepting these Terms and Conditions, you agree to be bound by them. FNF reserves the right to make reasonable changes to the Terms and Conditions where, in the opinion of FNF, it will assist in the proper delivery of education and/or it is in the interests of FNF. These changes will normally come into effect at the beginning of a new programme cycle, however FNF reserves the right to introduce changes at any time when it reasonably considers it to be in the interests of the nurses and midwives on the programme or it is required by law or by a Professional Accrediting Body.

### **Fitness to Practice**

13. Participants acknowledge that, at the point of registering for a course, they are obliged to provide their current registration status. Participants must immediately notify FNF of any material changes to their current registration status if such changes arise during the course or prior to the commencement date of the course.

### **Duties and Obligations of participants**

14. **Attendance.** The participant shall be required by FNF, for the benefit of the others and in order to ensure that there is no adverse effect on the group, to attend all delivery days diligently and use their best efforts during the programme.
15. **Absence and Sickness.** The participant must notify the FNF lead contact immediately on the first day of each absence from a delivery date or as soon after as practicable. Unless FNF agrees otherwise, repeated absence from the programme or attending less than 80% or the scheduled delivery dates may result in the termination of these Terms and Conditions.
16. **Completion of set outcomes.** The participant is expected to remain fully engaged in all sessions and complete all required coursework within the stated deadlines. Failure to do so may lead to participants being terminated from the programme (at the election of FNF) and their sponsor being notified. The participant must notify FNF of any potential delay to them completing the programme or failure to complete their outputs in good time and request additional support or extension.
17. Where participants do not notify FNF that they will not be able to attend or otherwise participate in programme sessions, FNF may (at its sole discretion) choose to remove the relevant participant(s) from the programme.

### **Conduct**

18. The participant registered on the programme will, at all times, behave in a responsible manner and shall not conduct themselves in such a way that their training or that of any other participant is prejudiced or impeded in any way. Participants should aim to resolve any issues that might arise in a timely and discrete manner without the involvement of any external parties where possible.
19. The participants shall at all times keep all information on patients with whom they come into contact during the programme, the programme and other programme participants strictly confidential, and should not disclose such information to any third parties.
20. If concerns are raised about a participant's performance on the programme, interactions with tutors or administration staff during their time on the programme, the first course of action will be tutorials between the tutor and the participant about ongoing monitoring of behaviour with the ultimate goal of resolving any conflicts discretely and internally. All agreed changes to the

participants behaviour must be documented using the tutorial document and copies given to all involved parties and a copy placed in the student's folder.

21. In the case of serious misconduct your employer will be informed with immediate effect to determine action to be taken.

### **Data Protection Act**

22. In order to deliver and administer the Programme, to communicate with you about the Programme and your participation, and to enable you to benefit fully (including reviewing your attendance, assessments and personal development, providing training and support, and ensuring you continuously meet the programme requirements and criteria), FNF will collect and process your personal data (which may include special category data). FNF will process such personal data as an independent data controller in accordance with FNF's Privacy Policy (available at <https://florence-nightingale-foundation.org.uk/privacy-policy-2/>). FNF relies on the following legal bases to process your personal data: (i) legitimate interest (to evaluate and improve the Programme and maintain your participation records), (ii) contract (to perform our obligations under these Terms and Conditions) and (iii) consent (to process any special category data such as your health information or accessibility requirements). Further details regarding the categories of personal data we collect and process, how long we retain such data, who we share it with and your rights relating to such data are set out in our Privacy Policy (available at <https://florence-nightingale-foundation.org.uk/privacy-policy-2/>). If you would like to raise a complaint or have any queries regarding FNF's processing of your personal data, please contact FNF at [admin@florence-nightingale-foundation.org.uk](mailto:admin@florence-nightingale-foundation.org.uk).

### **Intellectual Property**

23. Any learning materials or content, in any form, provided to you pursuant to the terms of these Terms and Conditions, and all intellectual property rights in such materials and content vest and belong to FNF. The disclosure and use of such learning materials/content to yourself shall not in any way transfer or assign any of FNF's rights to you. You are granted a non-exclusive, limited, revocable, non-sublicensable, non-transferable and royalty-free licence to use the materials/contents during the term of the Programme for the reason upon which they are disclosed to you as communicated to you throughout the Programme from time to time. You shall not: (i) sell, license, sublicense, distribute, rent or lease any materials/content, (ii) modify, copy or create derivative works of the materials/content, (iii) create any competing materials/content, or (iv) copy any ideas, features of graphics or build materials/content using similar ideas, features or graphics. Upon the earlier of the termination of these Terms and Conditions or the Programme, such licence shall automatically terminate and you can no longer use the materials/content shared by FNF. If you create any new materials which relate to the programme or FNF's services, or improvements/updates to the FNF's current materials, you hereby assign your ownership of all intellectual property rights in and to the materials to FNF free from third party rights and encumbrances, with full title guarantee, and waive your moral rights.

### **PROGRAMME FEE TERMS AND CONDITIONS**

24. You hereby acknowledge your commitment to the payment of all course fees as specified in the relevant payment schedule in accordance with the terms of these programme fee terms and conditions (the "**Programme Fee Terms and Conditions**").

25. If you fail to pay any programme fees by the due date specified on your invoice, FNF may at any time during the programme withdraw you from your programme and to withhold all FNF services and facilities.
26. If, at the end of the programme, you are in debt to the FNF for any programme fees, you will not be allowed to enrol in further programmes with FNF and your award may be withheld until any outstanding amounts are paid. If you have requested payment from your organisation via a route such as CPD funding and payment has not been received, FNF will request payment in full from you if your organisation is unwilling to complete payment.
27. Under no circumstances will a certificate of attendance or final award certificate be issued if any fees remain outstanding.

### **Cancellation by Participant**

28. If you are considering withdrawing from your programme, you should immediately notify the FNF programme administrator in writing, stating the reasons for leaving the programme.
29. If a participant chooses to withdraw from any programme, FNF must receive notification at least four weeks prior to the relevant programme commencement date.
30. If the participant notifies FNF fewer than four weeks before the start date that they will not be attending the programme which they were due to attend, no refund is available, and they will remain liable for the full course fees in accordance with these Programme Fee Terms and Conditions. If payment is not made by the date specified in the invoice, FNF will seek payment of the outstanding fees.
31. If the participant notifies FNF more than four weeks before the start date that they will not be attending the programme which they were due to attend, a 50% refund of the fees paid by or on behalf of the participant is available, to account for any costs incurred by FNF in connection with the cancellation. In the event that tuition fees remain unpaid, the participant shall be liable to pay to FNF an amount equal to the greater of (i) fifty percent (50%) of the outstanding tuition fees, or (ii) the total costs incurred by FNF to date in relation to the participant's placement. This payment shall serve as compensation for expenses incurred by FNF arising from the cancellation.
32. All refunds at any time will be subject to a £100 administration charge (exclusive of any applicable VAT) that will be deducted from the amount to be refunded to the individual participant or the employer organisation as has been agreed in advance with FNF. Substitution of the original course applicant for another person can be made with the written consent of FNF, subject to the proposed participant meeting any programme requirements.

### **Cancellation by FNF**

33. Whilst every attempt is made to ensure that all advertised courses run in person, where possible, FNF will run programme dates virtually to avoid cancellation of scheduled programmes due to matters beyond FNF's control.
34. FNF will notify the participant of cancellation as soon as practically possible where it reasonably believes that cancellation is necessary.
35. FNF will notify the programme attendees of cancellation not less than 14 days prior to the commencement of the course where numbers failed to reach a workable minimum for the commencement of the course.
36. In the event of cancellation and at the discretion of FNF, participants will be offered another course on a different date/cohort/alternative programme, or a refund.

### **How we collect fees**

37. All programme fees will be collected via invoice as addressed to either the individual participant or the employing organisation as agreed in advance with FNF.
38. Participants should provide a name and contact details of their sponsor at enrolment if their organisation will be paying the programme fees (FNF will retain this document so participants are advised to ensure that they have a copy or copies of this document as required). If FNF does not receive confirmations from a prospective participant's sponsor that they will be paying the programme fees, they will invoice you personally for your fees.
39. FNF provides the facility to invoice your sponsor directly. Should the sponsor for any reason fail to make payment in accordance with the terms of the invoice, you will remain personally liable for the full amount of your course fees. A copy of the invoice sent to the sponsor will be sent to you at your correspondence address.

### **Value Added Tax (VAT)**

40. All fees quoted are exclusive of VAT (if applicable).

### **Fee enquiries**

41. If you have a query about your invoice or are having difficulty in paying your fees, please contact the Finance Team, 10-18 Union Street London SE1 1SZ, [finance@florence-nightingale-foundation.org.uk](mailto:finance@florence-nightingale-foundation.org.uk)

### **Acceptance**

42. By submitting my course application form, I agree to the above-mentioned Terms and Conditions and Programme Fee Terms and Conditions.