

Mental Health First Aid England Instructor Training Programme Terms and Conditions

The following terms and conditions apply to engagements by Applicants and Learners (as defined below) with Mental Health First Aid (MHFA) England community interest company, company number 07021392, its employees, representatives, or subcontractors (“MHFA England”) with regards to the Instructor Training Programme which begins on the acceptance of the Applicant as a Learner on an Instructor Training Programme and ends with the Learner either dropping out of the course or on becoming an Instructor Member (“the Term”).

All bookings are subject to the details of the Programme Terms and these terms and conditions (collectively, the “Agreement”) except to the extent that changes are expressly agreed in writing.

1. Definitions

Application means the process undertaken to apply for Instructor Training, details of which are set out in [section 3.1](#).

Applicant means an individual who has submitted or is in the process of submitting an application for Instructor Training and whose application has not yet been approved.

Adult/Youth refers to the specific content area that an Instructor Training Cohort will be delivering.

Business Day means a day (other than a Saturday, Sunday, or a public holiday) when banks in London are open for business.

Co-delivery means a delivery of a Mental Health First Aid course that is shared between two instructors. All instructors-in-training are required to complete co-deliveries to achieve signoff. Depending on their assessment rating, there may be different requirements for how many co-deliveries they need to deliver or who their delivery partner can be (for example, another instructor-in-training, an Instructor Member, or a National Trainer).

Commencement Date means the start date set out in the application process, invoice, course confirmation or joining instructions or where no date is set out, the date MHFA England commenced provision of the Services.

Confidential Information means the terms of this Agreement and all products, business, market, strategic or other information or data (including but not limited to information retained on all types of medium including written, diagrammatical, software or other storage medium) relating to the business affairs of either party whether such information is given, received or acquired in writing, orally or by any other means, and whether or not that information is marked “confidential”.

Conversion means the route by which instructors who are accredited to deliver a Mental Health First Aid product from MHFA Scotland/Wales/Northern Ireland become accredited as an MHFA England Instructor Member in the same product. Conversions require attendance of a five-day Extension Training Cohort and associated sign-off process. This may be delivered online or face to face.

Extension Programme means the MHFA England product composed of a five-day Training Cohort and associated sign-off process that upskills approved Instructor Members to deliver an additional subject area/product to add to their original accreditation. This may be delivered online or face to face.

Fees means the fees and charges associated with attending the Instructor Training programme plus applicable VAT.

Instructor Training Cohort means a group of learners taking part in a specific Instructor Training Programme.

Intellectual Property Rights means all patents, rights to inventions, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

IPR/MHFA England IPR means all Intellectual Property Rights attributed or attributable to Mental Health First Aid England and subsisting in the Programmes, Training Materials and/or the Services or created in delivery of the same.

Instructor-in-training/Learner means an individual who has had an application approved. They may or may not have attended at least the first day of an Instructor

Training programme. They are considered an instructor-in-training until they complete their sign-off requirements or their training is ended in another way.

Instructor Member means an individual that has completed the Programme successfully and fulfilled all requirements of becoming an MHFA England Instructor Member, including payment of membership fees, completion of required upskills and adherence to the expectations of the role.

Mentor means the National Trainer assigned to an instructor-in-training to support them during their training and sign-off process.

National Trainer means an individual contracted by MHFA England to deliver Instructor Training Programmes based on their level of professional experience.

Personal Data means identifying information about Learners that may include such information as a Learner's name, email address and job title.

Portfolio means a record of progress that forms part of the sign-off criteria to become an Instructor Member. Learners must complete all parts of their portfolio and submit it to their Mentor along with their co-delivery feedback.

Programme/Instructor Training Programme means the MHFA England product composed of a seven-day Training Cohort and associated sign-off process that qualifies individuals to become Instructor Members. This may be delivered online or face to face.

Programme Terms means the Programme Terms agreed to by the Applicant at point of applying containing details of the Services and which is incorporated into and forms part of the agreement between the parties.

Quality Assurance means the quality assurance measures used to; assess the suitability of an Instructor-in-Training to become an approved Instructor Member and to inform the framework for approved Instructor Members to abide by

Services means the delivery of Programmes, including any Training Materials, to be provided by MHFA England.

Training Materials means all training and other materials, manuals, guidance, equipment, drawings, specifications, data, and information (in any media) used by MHFA England made available to the Learners under licence as part of the delivery of the Services during the Term.

2. Programme Fee and expenses

- 2.1. The course Fee of the Instructor Training programme stands at £2,790 (including VAT) per person.
 - 2.1.1. The course Fee of the Extension programme stands £1,626 (inc VAT) per person
 - 2.1.2. The course Fee of the Conversion programme stands at £813 (inc VAT) per person.
- 2.2. Fees must be paid in accordance with section 4 of this agreement.
- 2.3. Any additional expenses incurred by the Learner during the programme will not be covered by MHFA England.
- 2.4. Once an instructor-in-training becomes an approved Instructor there is an annual membership fee, the first payment of which will be due on the first anniversary of the date that the Instructor Member gained sign-off and annually after this.

3. Applications

- 3.1. To apply to participate in the Programme, potential Learners must complete an application form including details such as their relevant experience as a Mental Health First Aider, their motivation for undertaking the training and any accessibility requirements.
- 3.2. Applications for the MHFA England Instructor Training programme will only be accepted if the Applicant has completed and received a certificate for the MHFA England First Aid or Online First Aid Two Day Course or Refresher course within the past three years. This must be for the same audience as the Instructor Training Programme being applied for, for example to apply for Adult Instructor Training the Applicant must be an Adult Mental Health First Aider.
 - 3.2.1. To apply for an Extension programme the applicant must be an approved Instructor Member in another MHFA England product
 - 3.2.2. To apply for a Conversion programme the applicant must be an approved Instructor Member for MHFA Scotland/Wales/Northern Ireland in the same product
- 3.3. It is the Applicant's responsibility to understand and meet the Quality Assurance requirements at the Application stage. All Applications are subject to a Quality

Assurance check and approval process and therefore no guarantee can be made for an Application being accepted onto a Programme.

- 3.4. Applications must be completed by the Applicant and not on the Applicant's behalf, except in cases of meeting support needs for an Applicant.
- 3.5. Applications are assessed by National Trainers. After submission, an Application may be approved or sent back to the Applicant to request further information. An Application that is sent back is permitted one resubmission which the National Trainers will review and make a final decision on.
- 3.6. Applicants that are successful will be sent a booking confirmation and associated invoice for payment of cohort fee via email as detailed in [section 4](#).
 - 3.6.1. Extension and Conversion applications are not assessed by a National Trainer as the applicant is already an approved MHFA Instructor Member.
 - 3.6.2. Submission of an Extension or Conversion application by an Applicant is considered to be a booking. The Applicant will be considered approved to attend the programme and sent booking confirmation and invoice for payment of cohort fee via email as detailed in [section 4](#).
- 3.7. Once an Applicant has been approved to attend a Programme as a Learner they may not substitute or otherwise exchange their approval and booking with an alternative Applicant.
- 3.8. Applicants that are unsuccessful after resubmission at Application stage will be informed via email from MHFA England with feedback provided by National Trainers and will not be accepted on an Instructor Training Cohort. No fees are owed by the Applicant for an unsuccessful Application.
- 3.9. An Applicant who is unsuccessful after resubmission may reapply for an Instructor Training Programme no earlier than six months after receiving an Application rejection.

4. Billing and payment

- 4.1. Once an Application is approved by MHFA England and the National Trainers assigned to the Applicant's Instructor Training Cohort, the Applicant will thereafter be considered a Learner and will be subject to MHFA England's payment and cancellation terms as listed in [section 5](#).
- 4.2. MHFA England will raise an invoice for the programme Fee which will include: the programme name and code, date of Programme(s) and total Fees which will be

emailed to the Learner. This invoice must be paid in full within 14 days from receipt of the invoice, or 4 weeks/20 working days before the programme commencement date, whichever is sooner.

- 4.3. If a Learner does not pay the full fees before the deadlines listed in section 4.2 MHFA England reserve the right to refuse attendance on the Learner's selected programme and discuss alternatives and the Learner will be subject to transfer or cancellation Fees as detailed in section 5.
- 4.4. All Services are subject to the current rate of VAT.
- 4.5. MHFA England will not at any point provide a breakdown in cost of the Services.

5. Booking Cancellation

- 5.1. Learner cancellations must be received by MHFA England via email to training@mhfaengland.org and are only valid once receipt of cancellation has been confirmed.
- 5.2. If the Learner cancels their programme booking after their Application has been approved and after they have been issued their invoice, the Learner agrees to pay cancellation charges to MHFA England.
- 5.3. Transfer and cancellation will incur the following charges:
 - 5.3.1. If a Learner requests to move to a later programme there is a one-off transfer fee of £250 in addition to the full programme Fee.
 - 5.3.2. If a Learner fully cancels their booking without transferring within eight and four weeks/40 to 21 Business Days prior to the Programme Commencement Date the Learner will be charged 50% of the Programme Fee.
 - 5.3.3. If a Learner fully cancels their booking without transferring between within four weeks/20 Business Days of the Programme Commencement Date the Learner will be charged 100% of the Programme Fee.
- 5.4. MHFA England reserves the right to cancel, postpone or reschedule any programme. Applicants and Learners will be offered alternative dates wherever possible.

6. Refunds

- 6.1. No refunds of Programme Fees will be given if a Learner does not gain approval as an Instructor Member by;
- 6.1.1. not attending and/or completing the full Programme including the sign-off process either by choice or otherwise,
 - 6.1.2. not passing the assessment process during the seven days of training,
 - 6.1.3. not completing the sign-off requirements within 12 months of completing training,
 - 6.1.4. not meeting Quality Assurance or behavioural standards as listed in the [Quality Assurance framework](#) for an Instructor Member,
 - 6.1.5. any other manner
- 6.2. In certain circumstances such as bereavement or long-term sickness a refund may be considered on a case-by-case basis. Such requests should be submitted by email to training@mhfaengland.org.
- 6.3. In cases where an approved Instructor Members chooses to end their relationship with MHFA England or has their relationship with MHFA England terminated, due to failing to meet membership, Quality Assurance or behavioural standards and requirement or otherwise, no refunds of any previous Programme Fees will be given.

7. Provision of delivery opportunities and other work

- 7.1. MHFA England is under no obligation to guarantee or provide opportunities for course delivery opportunities to any instructor-in-training or Instructor Member outside of generalised promotion of MHFA England products.
- 7.2. It is the responsibility of Instructors-in-training and Instructor Members to source their own delivery opportunities and Applicants should consider this before applying.
- 7.3. Attendance and completion of Instructor Training is not considered to be a partnership as per [section 16.9](#).

8. Time commitment and programme detail

- 8.1. Each Instructor Training Programme is composed of a cohort of seven training delivery days delivered by two experienced National Trainers, usually spread out over five weeks and followed by an associated signoff period of twelve months.
- 8.2. Extension Instructor Training Programmes consist of a cohort of five training delivery days delivered by two experienced National Trainers, usually spread over a period of three weeks and followed by an associated signoff period of twelve months.
- 8.3. A typical cohort day begins at 9am and ends at 5pm, with some variances depending on delivery format and subject matter. Specific timings are detailed in joining instructions which are sent to approved Learners before the Instructor Training Cohort begins. There is also an expectation for Learners to complete independent learning outside of the seven days, including time spent on preparing delivery materials for facilitation and assessment tasks.
- 8.4. The delivery days are organised as follows for either an online or face-to-face Programme:
 - 8.4.1. Days 1-3 - First Aid & Plenary Speakers - experience and discuss the relevant MHFA Two Day course from the perspective of an Instructor in preparation for delivery. Hear from a variety of speakers from a mental health-related background. These sessions could include discussions with people who have experienced mental health issues, a carer of someone with mental ill health, or someone from a medical background. Topics will cover a range of factors contributing to mental ill health, and one speaker will focus on systemic racism and mental health.
 - 8.4.2. Days 4-5 - Facilitation Task – learners deliver a facilitation task on an assigned topic which will require further research to facilitate a session that deepens the understanding of the topic for their fellow instructors-in-training. Learners will then be provided peer-to-peer feedback and a one-to-one feedback session with their mentor.

Extension and Conversion programme learners do not complete a facilitation task and will instead deliver the assessment task on days 4-5.
 - 8.4.3. Days 6-7 – Assessment Task - learners deliver a section of the relevant MHFA Two Day course and will be assessed on various aspects of the delivery, including adherence to the course structure and timings. This is

followed by more feedback and another one-to-one session with their mentor.

- 8.5. As part of the accreditation process to become an approved MHFA England Instructor, Learners' progress, behaviour and performance is assessed by the National Trainers throughout during the Instructor Training programme.
- 8.6. During the Instructor Training Cohort days Learners are required to complete sections of their Instructor Portfolio.
- 8.7. A Learner's engagement with the Programme content throughout the seven days, their prompt completion of the individual learning activities throughout the Programme and their prompt completion of the required sections of their training portfolio will all factor into a Learner's overall assessment score. This score determines the conditions of sign-off.

9. Sign-off and approval

- 9.1. Upon successful completion of the Instructor Training Cohort days and with National Trainer approval, Learners/Instructors-in-training will be required to complete a specified number of co-deliveries of either the Mental Health First Aid or Online Mental Health First Aid course with the specified requirements associated with their assessment score. Instructors-in-training intending to gain approval to deliver both face to face and online courses will need to complete the specified number of co-deliveries in each format of delivery.
- 9.2. An Instructor-in-training's assessment score received after their delivery of their assessment task will dictate the requirements to who they may complete their co-deliveries with.
- 9.3. Instructors-in-training will be required to complete two co-deliveries at minimum in each of their chosen format/s to between a minimum of eight and a maximum of 16 delegates and receive at least eight sets of delegate feedback on each of these deliveries. There is also provision for further requirements if the National Trainer mentor feels this is necessary based on the feedback received.
- 9.4. Once co-deliveries are complete Instructors-in-training will be required to submit the feedback from their co-deliveries, as well as their completed Instructor Portfolio, to review for sign off as an approved MHFA England Instructor in their chosen product and platform i.e., online or face to face.

- 9.5. This sign-off process must be completed within one calendar year of the final training date of the associated Instructor Training Cohort.
- 9.6. Extension and Conversion Learners are required to complete sign-off in at least one format and may have different requirements for sign-off deliveries due to their status as an approved Instructor Member in a different product/for a different MHFA organisation. Approval for delivery formats of their original course may be granted to their extension course upon successful completion of sign-off.

10. Programme completion

- 10.1. It is the Learners' responsibility to understand and meet:
- 10.1.1. The terms and conditions of Application as laid out in this document; and
 - 10.1.2. the Quality Assurance requirements to pass the Programme as laid out in the Programme Terms as above, by the National Trainers and MHFA England during the Service delivery and the [Quality Assurance framework](#).
- 10.2. MHFA England does not guarantee Learners will be approved to progress to the sign-off process after completion of the Instructor Training Cohort days if they show insufficient performance or lack of adherence to the Quality Assurance requirements.
- 10.3. MHFA England does not guarantee Learners will be approved as Instructor Members during the sign-off period if they show insufficient performance or lack of adherence to the Quality Assurance or sign-off requirements.
- 10.4. Learners that miss or are unable to attend more than half a day of the Programme will not be able to complete the assigned Programme. Extenuating circumstances may, but are not required to, be considered on a case-by-case basis by MHFA England and inform MHFA England as soon as they may arise, and in any case within five Business Days.
- 10.5. If a Learner misses or is unable to attend more than half a day of the Instructor Training Programme due to personal illness or a bereavement they will need to pause the Programme and continue on another Instructor Training Cohort. This is so that they can complete the whole Programme before they are assessed at the end of the Programme.

- 10.6. If a Learner has missed or is unable to attend over half a day of the Programme due to a reason other than personal illness or a bereavement, they will not be able to continue with the course and will not be entitled to a refund. MHFA England may try to book the Learner onto a later course if requested, though due to high demand this cannot be guaranteed. This will be assessed on a case-by-case basis and the final decision will be at MHFA England's discretion.
- 10.7. There is a one-off cost of £250 for reallocating a Learner to a different Programme due to missed days or pre-emptive absence for a reason other than personal illness or bereavement.

11. Provision of Training Materials

- 11.1. MHFA England will provide Learners with copies of Training Materials required to attend the Instructor Training Programme during the Term.
- 11.2. The Training Materials may not be resold, amended, copied, or otherwise distributed without the express authority of MHFA England.
- 11.3. For online courses materials will be delivered to the Learner's home address as detailed in their instructor profile. If the address changes it is the Learner's responsibility to keep their profile up to date. For classroom deliveries Training Materials will be delivered directly to the course venue in preparation for the course start date.
- 11.4. Once MHFA England, or the delivery company appointed by MHFA England, has obtained a signature from a Learner or representative, then ownership and risk in the Training Materials or other goods is transferred to the Learner, and if those materials or goods go missing, are stolen or damaged then the Learner will be charged full price for resupply/replacement.
- 11.5. If the Learner is unable to complete training for any reason it is their responsibility to inform MHFA England who will arrange for the return or collection of the Training Materials.

12. Licencing

- 12.1. Successful approval as an Instructor Member allows delivery of the MHFA England First Aid and/or Online First Aid course in the chosen subject area (Adult or Youth) only.

- 12.1.1. Instructor Members may attend upskill courses to add additional products such as Mental Health Aware, Champion or Refresher to their delivery portfolios. Associated fees for these upskills and how to apply can be found on [MHFA England's website](#).
- 12.2. Mental Health First Aid (Online and Face to Face), MHFA Champion and MHFA Refresher courses are all considered licenced products for MHFA England. Instructor Members and Instructors-in-Training for MHFA England can deliver licenced products within England only.
- 12.3. Instructor Members are not permitted to deliver any licenced MHFA products listed in section 12.2 in any country that has a licenced Mental Health First Aid provider without first gaining express permission from MHFA England and the licenced Mental Health First Aid provider in that country. Doing so without permission may be considered a breach of Instructor Member agreement which all Learners are required to sign on day one of the Instructor Training Cohort and any breach may result in suspension or removal of membership and approval to deliver.
 - 12.3.1. A full list of countries with a licenced Mental Health First Aid provider can be found here: <https://mhfainternational.org/international-mental-health-first-aid-programs/>
 - 12.3.2. Instructor Members may deliver MHFA England products in Wales, Scotland or Northern Ireland only if the delivery is to a company or other entity that is primarily based in England, and where the majority of training has been or will be carried out in England, and the company has expressly requested a single approach for its workforce so could be reasonably expected to require training that is consistent for the rest of the organisation.
- 12.4. Instructor Members are not permitted to deliver any licenced MHFA products in any country that does not have a [licenced Mental Health First Aid provider](#) without first gaining express permission from MHFA England.
- 12.5. The Mental Health Aware product is an MHFA England course and not a licenced product. Instructor Members are permitted to deliver Mental Health Aware courses in any country with the following stipulations;
 - 12.5.1. If the country has a [licenced Mental Health First Aid provider the](#) Instructor Member should seek permission from the licenced provider within the country to establish whether a relationship is already formed between the client/organisation and the licenced provider. This should also encourage

further training of Mental Health First Aid to be delivered by the licenced provider.

12.5.2. Permission from MHFA England is not required for Mental Health Aware deliveries in any country where there is no licenced provider.

12.6. In either case it is important to be aware that the signposting, resources and content of MHFA England products is suited to and developed under the context of the English health system and therefore may not have the same impact in another country.

13. Intellectual property

13.1. MHFA England retains ownership of all MHFA England IPR. Nothing in these terms and conditions is intended to, or shall, transfer ownership of any MHFA England IPR from MHFA England to the Learner or any other party.

13.2. MHFA England grants the Learner, or shall procure the direct grant to the Learner of, a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use (without modification) the Training Material for the purpose of receiving the Services.

13.3. Any pre-existing material created by MHFA England shall remain the property of the creating body.

13.4. Any materials created, amended, or produced for, or with, the Learner by MHFA England shall remain the property of MHFA England, unless the parties agree otherwise in writing.

14. Data Protection

14.1. Each party will comply with its obligations under the Data Protection Act 2018 in relation to any personal data processed during this Agreement.

14.2. MHFA England's GDPR Privacy Notice applies to these terms and conditions and can be found [by clicking here](#) or by visiting <https://mhfaengland.org/mhfa-centre/contact-us/>

14.3. In relation to any personal data of Learners processed by MHFA England in accordance with these terms and conditions, MHFA England agrees to:

14.3.1. Process the data only in line with written instructions to the Learners;

- 14.3.2. Inform Learners about how the data may be used by MHFA England;
- 14.3.3. Obtain all necessary consents from Learners if required to be able to process the data; and
- 14.3.4. Keep personal data confidential, except as necessary for the provision of the Services.

15. Insurance & Liability

- 15.1. MHFA England shall take out and maintain appropriate professional liability insurance to cover the usual risks associated with provision of the Services which will cover only the seven days of the Instructor Training Programme course delivery.
- 15.2. Nothing in these terms and conditions shall limit or exclude MHFA England's liability for:
 - 15.2.1. death or personal injury caused by its negligence;
 - 15.2.2. fraud or fraudulent misrepresentation; or
 - 15.2.3. any other liability which cannot be limited or excluded by applicable law.
- 15.3. Subject to section 15.2, MHFA England shall not be liable to the Learner, whether in contract, tort (including negligence) for breach of statutory duty, or otherwise, arising under or in connection with these terms and conditions for:
 - 15.3.1. loss of profits;
 - 15.3.2. loss of sales or business;
 - 15.3.3. loss of anticipated savings;
 - 15.3.4. loss of or damage to goodwill;
 - 15.3.5. loss or use or corruption of software, data or information; or
 - 15.3.6. any indirect or consequential loss.
- 15.4. Subject to clause 15.2, MHFA England's total liability to the Learner, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these terms and conditions shall be limited to the total Fees paid or payable by the Learner hereunder in relation to the period of 12 months prior to the date on which the event giving rise to such liability occurred.

- 15.5. All terms implied by statute, including (without limitation) by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982, are to the fullest extent permitted by law excluded from these terms and conditions.
- 15.6. Instructors-in-training must obtain and maintain insurance to cover their co-deliveries during their sign-off period and their subsequent role as an approved Instructor Member. This should include (each to a minimum of £2 million per incident.):
- 15.6.1. Public Liability Insurance; and
 - 15.6.2. Professional Indemnity Insurance.

16. Other

- 16.1. **Entire agreement.** No other terms or conditions endorsed on a Learner's order, specification or similar document will form part of these terms and conditions. By placing an order or completing the Application, the Learner acknowledges the applicability of these terms and conditions.
- 16.2. **Governing Law and Jurisdiction.** These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales and any dispute arising out of this engagement or these terms shall be subject to the exclusive jurisdiction of the English courts, to which both parties hereby agree to submit for these purposes.
- 16.3. **Assignment and subcontracting.** The Learner may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights and obligations under these terms and conditions.
- 16.4. **Severance of Terms.** In the event that any of the terms of business is held to be invalid, the remainder of the terms will continue in full force and effect.
- 16.5. **Previous Agreements.** These terms and conditions supersede any previous agreement between the parties in relation to the matters dealt with in them and represents the entire understanding between the parties. No conduct by MHFA England shall constitute acceptance of any terms put forward by the Learner.
- 16.6. **Notices.** Notices by either party must be given in writing and may be delivered personally, by email or sent by registered or first class post addressed to the other party using the address of MHFA England or the address provided in the Learner's Application and marked for the attention of an appropriate person at such party. Any such notice sent by registered or first class post will be deemed to have been

delivered the next Business Day following posting and on the date of delivery if delivered personally.

- 16.7. **3rd Party.** A person who is not a party to these terms and conditions shall have no right under the Agreements (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 16.8. **No Variation.** No variation of these terms and conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 16.9. **No Partnership** Nothing in these terms and conditions shall constitute or be construed as constituting a partnership or joint venture between either party nor shall it authorise either party to enter into contractual relationships or incur obligations on behalf of the other.