

## MHFA England Instructor Training Programme Booking Terms and Conditions

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

In instances where aspects of these Terms and Conditions are in conflict with separate individual applicant Terms and Conditions during the application process, for example regarding billing and payment, these Terms and Conditions will be considered to override any conflicting information.

### 1. Definitions. In these terms and conditions:

**Application** means the process undertaken to apply for Instructor Training, details of which are set out in [section 2](#)

**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.

**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.

**Commencement Date** means the start date of a programme 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".

**Customer** means the person who is attending the Instructor Training Programme and identified as the customer at the point of booking.

**Delivered Days** means the training days that are delivered by National Trainers as part of an Instructor Training Programme.

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

**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-Member-in-Training/IMIT/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-Member-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-Member-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/ITP** means the MHFA England product composed of a set number of Delivered Days. 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-Member-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 and Application

- 2.1. A Programme must have a minimum of eight Learners to be deemed viable, and can be delivered to a maximum of 12 Learners.
- 2.2. To apply to participate in the Programme, potential Learners must complete an application form including details such as their relevant experience, their motivation for undertaking the training and any accessibility requirements. Applications should be submitted no later than eight weeks before the Commencement Date.
- 2.3. Applications for the Instructor Training Programme will only be accepted if the Applicant has completed and received a certificate for the MHFA England Mental Health First Aid Course within the past three years.
- 2.4. Until April 2025, applicants may apply with a completion certificate from an MHFA England Adult First Aid, MHFA England Online Adult First Aid, MHFA England Refresher or MHFA England Armed Forces First Aid course completed within the past three years.
- 2.5. 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.
- 2.6. Applications must be completed by the Applicant and not on the Applicant's behalf, except in cases of meeting support needs for an Applicant.

2.7. After submission, an Application may be sent back to the Applicant to request further information. An Application that is sent back is permitted one resubmission for further review.

2.8. Applicants that are unsuccessful at Application stage will be informed via email from MHFA England with feedback provided by National Trainers. An Applicant who is unsuccessful after resubmission may reapply for an Instructor Training Programme no earlier than three months after receiving an Application rejection.

2.9. 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. Billing & Payment

- 3.1. 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.
- 3.2. All invoices must be paid in full within 7 days from receipt of the invoice, or by the deadlines listed, whichever is sooner.
- 3.3. If the Customer does not pay the full fees before the deadlines set, MHFA England reserve the right to refuse delivery of the selected Programme and discuss alternatives the Customer will be subject to cancellation Fees as detailed in section 4.
- 3.4. All Services are subject to the current rate of VAT.
- 3.5. MHFA England will not at any point provide a breakdown in cost of the services.
- 3.6. Fees include delivery of an Instructor Training Programme by two experienced MHFA England National Trainers and the provision of associated Training Materials.
- 3.7. Any additional expenses incurred by the Customer during the Programme will not be covered by MHFA England. This may include additional costs to achieve sign-off.
- 3.8. Applicants who have not completed the Mental Health First Aid England First Aid Qualification accredited by the Royal Society for Public Health must do so as part of their Programme completion at a cost of £95 per person per attempt. Payment is due upon booking of the Qualification process.
- 3.9. Customers who do not achieve an acceptable assessment score during the training may be required to be observed by, or Co-deliver, with a National

Trainer during their sign-off period with additional cost to the Learner for National Trainer fees and expenses.

- 3.10. Instructor Members must also pay an annual membership fee, the first payment of which will be due on the first anniversary of the final day of the Programme and annually after that.
- 3.11. Instructor-Members-In-Training and Instructor Members must purchase learner materials bundles from MHFA England for each course they deliver both during their training and once they gain approval.

#### 4. Cancellation, Postponement and Refunds

- 4.1. Postponement or cancellation requests must be received by MHFA England in writing. Cancellations are only valid once receipt of cancellation has been confirmed.
- 4.2. Postponement and cancellation will incur the following charges, including instances where the minimum number of Learners cannot be met:
  - If the Customer cancels their booking without postponement between 40 and 21 Business Days prior to the Programme Commencement Date the Customer will be charged 50% of the Programme Fee.
  - If the Customer fully cancels their booking without postponement between 20 Business Days and the Programme Commencement Date the Customer will be charged 100% of the Programme Fee.
- 4.3. If a Customer requests to move to a later programme there is a one-off transfer fee of £250 in addition to the full programme Fee.
- 4.4. MHFA England reserves the right to cancel, postpone or reschedule any programme. Customers will be offered alternative dates wherever possible.
- 4.5. No refunds of Programme Fees will be given if a Learner does not gain approval as an Instructor Member by;
  - cancelling attendance less than 20 Business Days of the Programme Commencement Date.
  - not attending and/or completing the full Programme including the sign-off process either by choice or otherwise,
  - not passing the assessment process during the Programme.
  - not completing the sign-off requirements within 9 months of completing the Programme.
  - not meeting Quality Assurance or behavioural standards as listed in the [Quality Assurance framework](#) for an Instructor Member,

- any other manner

- 4.6. In cases where an approved Instructor Member 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 behavioral standards and requirement or otherwise, no refunds of any previous Programme Fees will be given.

#### 5. Programme Details

- 5.1. Each Instructor Training Programme is composed of an initial welcome session, six training days delivered by two experienced National Trainers and an associated signoff period of nine months.
- 5.2. A typical training 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 Learners before the Instructor Training Programme begins. There is an expectation for Learners to complete independent learning outside of the training days, including time spent on preparing delivery materials for facilitation and assessment tasks and completing their Instructor Portfolio.
- 5.3. As part of the accreditation process to become an approved MHFA England Instructor Members, Learners' progress, behaviour and performance is assessed by the National Trainers throughout the Instructor Training Programme.
- 5.4. A Learner's engagement with the Programme content throughout the training days, their prompt completion of the individual learning activities throughout the Programme and their prompt completion of the required sections of their Portfolio will all factor into a Learner's overall assessment score. This score determines the conditions of sign-off.

#### 6. Sign-off and approval

- 6.1. Upon successful completion of the Instructor Training days and with National Trainer approval, an Instructor-Member-In-Training will be required to complete a specified number of Co-deliveries of Mental Health First Aid with the specified requirements associated with their assessment score. It is required to complete at minimum one Co-delivery of a face-to-face course and one Co-delivery of an online course. Each of these Co-deliveries must have between a minimum of eight and a maximum of 16 Learners.

- 6.2. An Instructor-Member-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.
- 6.3. The Instructor-Member-In-Training must receive at least eight pieces of Learner 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.
- 6.4. Once these two Co-deliveries are complete and the required amount of feedback achieved, the Instructor-Member-In-Training will submit the feedback from their Co-deliveries, as well as their completed Instructor Portfolio and their Qualification certificate, to their National Trainer mentor to review. At this point the National Trainer will either allow the Instructor-Member-In-Training to complete one delivery solo in the format of their choice, submit the feedback for this delivery and the National Trainer will sign them off as an approved Instructor Member, or they will require further steps to be taken.
- 6.5. This sign-off process must be completed within nine months of the final day of the attended Instructor Training Programme. Once an Instructor Member is signed off they are able to deliver the Mental Health First Aid course face-to-face or online. They are not approved to deliver any other MHFA England products.
- 7.4. If, after the Instructor Training Programme has commenced, a Learner misses or is unable to attend more than half a day of the Instructor Training Programme due to extenuating circumstances they will need to pause the Programme and continue another Instructor Training Programme. This is so that they can complete the whole Programme before they are assessed at the end of the Programme. The Learner must contact [training@mhfaengland.org](mailto:training@mhfaengland.org) to organise this.
- 7.5. If, after the Instructor Training Programme has commenced, a Learner misses or is unable to attend more than half a day of the Instructor Training Programme due to a reason other than personal illness or a bereavement, they will not be able to continue with the Programme and the Customer will not be entitled to a refund. MHFA England may try to book the Customer onto a later Programme 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.
- 7.6. 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. Illness must be accompanied by a medical note.

## 7. Programme Completion

- 7.1. It is the Learners' responsibility to understand and meet:
  - The terms and conditions of Application as laid out in this document;
  - and 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.
- 7.2. MHFA England does not guarantee Learners will be approved to progress to the sign-off process after completion of the Instructor Training Programme if they show insufficient performance or lack of adherence to the Quality Assurance requirements.
- 7.3. 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.

## 8. Provision of Training Materials

- 8.1. MHFA England will provide Learners with copies of Training Materials required to attend the Instructor Training Programme.
- 8.2. The Training Materials may not be resold, amended, copied, or otherwise distributed without the express authority of MHFA England.
- 8.3. Training 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 instructor profile up to date. If the address listed for the Learner is incorrect resulting in materials being lost in transit the Learner will be invoiced for the cost of replacement materials and delivery.
- 8.4. Once 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 Customer will be charged full price for resupply/replacement.

8.5. If the Customer 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.

## 9. Provision of delivery opportunities

9.1. MHFA England is under no obligation to guarantee or provide opportunities for course delivery opportunities to any Instructor-Member-In-Training or Instructor Member outside of generalised promotion of MHFA England products.

9.2. It is the responsibility of Instructor Members to source their own delivery opportunities and Customers should consider this before applying.

9.3. Attendance and completion of an Instructor Training Programme is not considered to be a partnership as per section 14.9.

## 10. Licencing

10.1. Successful approval as an Instructor Member allows delivery of the MHFA England Mental Health First Aid course.

10.2. Instructor Members may attend an Upskill 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](#).

10.3. Mental Health First Aid is a licenced product of MHFA England. Instructor Members have approval to deliver within England only, and Instructor-Members-In-Training can only deliver Mental Health First Aid courses that are part of their sign-off process within England only.

10.4. Instructor Members are not permitted to deliver any licenced MHFA products 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.

## 11. Intellectual property

11.1. 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.

11.2. 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.

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

11.4. 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.

## 12. Data Protection

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

12.2. 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/>

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

- Process the data only in line with written instructions to the Learners;
- Inform Learners about how the data may be used by MHFA England;
- Obtain all necessary consents from Learners if required to be able to process the data; and
- Keep personal data confidential, except as necessary for the provision of the Services.

## 13. Insurance & Liability

13.1. 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 delivery.

13.2. Nothing in these terms and conditions shall limit or exclude MHFA England's liability for:

- death or personal injury caused by its negligence;
  - fraud or fraudulent misrepresentation; or
  - any other liability which cannot be limited or excluded by applicable law.
- 13.3. Subject to section 12.2, 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:
- loss of profits;
  - loss of sales or business;
  - loss of anticipated savings;
  - loss of or damage to goodwill;
  - loss or use or corruption of software, data or information; or
  - any indirect or consequential loss.
- 13.4. Subject to clause 12.2, 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.
- 13.5. 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.
- 13.6. Instructor-Member-In-Training or their employer 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.):
- Public Liability Insurance; and
  - Professional Indemnity Insurance.

## 14. Other

- 14.1. **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.

- 14.2. **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.
- 14.3. **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.
- 14.4. **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.
- 14.5. **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.
- 14.6. **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.
- 14.7. **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.
- 14.8. **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).
- 14.9. **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.