

Training Provider Quality Mark (TPQM) terms and conditions

The Restorative Justice Council (RJC) reserves the right to alter these terms and conditions at any time. Changes to the terms and conditions will be confirmed to Training Provider Quality Mark (TPQM) holders in writing.

1. TPQM logo

- 1.1 The TPQM logo is the property of the RJC. It can only be used by accredited TPQM training providers.
- 1.2 In applying for the TPQM you agree that in respect of the TPQM logo you will:
 - a. not adapt it in any way other than to resize it proportionally
 - b. ensure that it is always legible

2. Payment of fees

- 2.1 By applying for the TPQM your organisation agrees that the TPQM application fee (plus VAT) will be paid on receipt of the RJC invoice, and not later than 30 days after the invoice date.
- 2.2 You agree that on expiry of six months from the date of receipt of the RJC invoice, if payment has not been received, your TPQM application will expire and a new application will need to be submitted.
- 2.3 You agree that your organisation will pay the renewal fee of £500 plus VAT within 30 days of receipt of the RJC renewal invoice.

3. Refunds

- 3.1 If your application is terminated at desk based review stage, due to a lack of evidence provided with the application, you may be eligible for a refund of the fee minus the costs already incurred in the review process.
- 3.2 You will not be entitled to a refund if the observation visit has taken place.
- 3.3 If your application is terminated due to a lack of co-operation from your organisation with the RJC, you will not be entitled to any refund.

3.5 Refunds are set out in the table below:

Refund request received	% of fee refunded
Within five days of initial application	100%
Before the date for the observation visit has been set	50%
After completion of the observation visit	0%

NB: The figures provided in the table above indicate the maximum amount that will be refunded. Where costs have been incurred by RJC which cannot be recovered – for example where non-refundable travel and accommodation has been booked or to cover work that has commenced on your application – then the RJC retains the right to refund a smaller percentage if the indicated percentage of fee refunded would not cover these costs.

4. Withdrawal of the TPQM

4.1 The RJC reserves the right to withdraw the TPQM if, in its reasonable opinion, during the period of holding the TPQM your organisation does any one of the following:

- a. fails to meet RJC standards
- b. closes down
- c. fails to renew the TPQM on expiry of the three year term
- d. fails to renew its RJC trainer membership
- e. does (or omits to do) any act that could result in the weakening or damaging the reputation of, or goodwill associated with, the TPQM or the RJC

4.2 If the TPQM is withdrawn you agree to:

- a. stop using the TPQM mark with immediate effect
- b. remove the TPQM logo from any organisational materials

5. Applicant responsibilities

5.1 In applying for the TPQM you agree to:

- a. comply with RJC written guidance, documents or rules relating to the achievement and maintenance of the TPQM
- b. maintain your Training Provider membership of the RJC for the duration of the TPQM
- c. pay the application fee within 30 days of receiving the RJC invoice
- d. notify the RJC immediately in writing of any changes which affect your eligibility or maintenance of the TPQM
- e. provide access to all relevant data on request
- f. provide access to training for the purposes of the RJC observation visit
- g. allow the RJC to store relevant data including commercially sensitive data where necessary

5.2 Failure to adhere to the above requirements may result in the TPQM not being awarded or, if you already hold the TPQM, it being withdrawn.

6. Quality assurance

6.1 You agree that you will comply with the RJC's quality assurance processes, primarily the annual quality assurance review.

6.2 You agree that you will advise the RJC of any changes to training that may impact on your ability to meet the requirements of the TPQM.

6.3 Continued failure to comply with the RJC quality assurance processes may result in the TPQM being withdrawn.

7. Renewal

7.1 The TPQM expires three years after it is awarded. You will be notified of the requirement to renew your TPQM three months before it expires.

- 7.2 You agree to make the person responsible for the TPQM application and a trainer (which may be the same person) available for a renewal telephone interview with the RJC before the expiry of your TPQM.
- 7.3 If you fail to meet the TPQM standards at renewal stage, your award will not be renewed and you will be required to apply again, paying the full application fee (plus VAT).
- 7.4 Submission of the application renewal form confirms your acceptance of these Terms and Conditions for the renewed TPQM period.

8. Variation

- 8.1 At its discretion, the RJC may at any time alter, amend, change, modify or withdraw any of these terms and conditions.
- 8.2 Your organisation will be notified of any variation in writing. Continuation of the assessment process, or failure to notify the RJC that you do not agree to the variation of terms within one month of notification, shall be deemed as acceptance of the variation.
- 8.3 At its discretion, the RJC may at any time alter, amend, change, modify or withdraw any of the membership benefits that comprise the membership services.
- 8.4 Membership renewal or continued use of the Member Services shall be deemed acceptance of any changes to these Terms and Conditions.

9. Privacy Policy

- 9.1 By accepting these terms and conditions, you agree to the use of your information as set out in the RJC privacy policy (www.restorativejustice.org.uk/privacy-policy).

10. Access to sensitive personal data

- 10.1 By accepting these terms and conditions you agree to the following terms relating to access to sensitive personal data and confidential information:
- a. For the purposes of the Data Protection Act 1998, the RJC will not process sensitive personal data in relation to the TPQM.
 - b. The RJC will process (non-sensitive) personal data relating to staff, for example, the names of the organisation's contact people, their job title, employer, direct phone line and email address.
 - c. All personal data will be processed in accordance with the Data Protection Act 1998.

11. Access to commercially confidential information

- 11.1 Your application may be supported by documents which are commercially sensitive (eg training plans). The RJC will treat all such information in strictest confidence.

12. Networking and assisting access to restorative services

- 12.1 By accepting these terms and conditions you give RJC the right to share the contact details of your organisation (eg name and address) with people wishing to access restorative training services and with other RJC members for networking and research purposes.

13. Governing law

13.1 These terms and conditions shall be interpreted in accordance with English law and all disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.