

BUSINESS SERVICES ONLINE TERMS AND CONDITIONS

1. Who we are and when these Terms apply

- 1.1. These Terms are issued by The Care Professional Academy Limited (“CPA”, “we”, “us” or “our”). Our company number is 14126776, registered office is Mundells Campus, Mundells, Welwyn Garden City, Hertfordshire, United Kingdom, AL7 1FT, VAT number is 460 0788 94, and our contact email is contact@careprofessional.co.uk.
- 1.2. These Terms apply to business customers only. By placing an order, the Client confirms it is buying wholly or mainly for business purposes and not as a consumer.
- 1.3. These Terms apply to all CPA business services, digital content, tools, platforms and support unless a written quotation, order form, service description or schedule expressly says otherwise. Any express conflict is resolved in favour of the more specific document.
- 1.4. These Terms should be read with our Privacy Notice, any Data Processing Schedule and any service-specific terms shown at the point of purchase.

2. Key definitions

- 2.1. “Client” means the organisation purchasing or using the Services. “Users” means the Client’s authorised staff, workers, volunteers, contractors or other individuals using or benefiting from the Services.
- 2.2. “Services” means any CPA business service, product or resource, including Business Continuity Planning support, Culture Survey services, Impartial Feedback Services, STAN+ or reward schemes, advisory support, recruitment support, training, staff engagement tools, templates, online tools and Digital Content.
- 2.3. “Digital Content” means templates, documents, recordings, guidance notes, reports, survey tools, online platforms, software-enabled tools, training materials or other electronic content made available by CPA.
- 2.4. “Client Data” means information, documents, survey responses, staff information, candidate information, service-user information or other material supplied by or for the Client.

3. Orders and contract formation

- 3.1. A contract is formed when the Client completes an online purchase, accepts a quotation, submits an order form, clicks to accept these Terms, or otherwise confirms in writing that it wishes to buy the Services.
- 3.2. The Client must check that the Order and service description meet its requirements before purchase and that the person placing the Order has authority to bind the Client.
- 3.3. CPA may decline or cancel an Order where there is a pricing error, obvious mistake, suspected misuse, conflict of interest, capacity constraint, non-payment, or where CPA reasonably considers it cannot provide the Service appropriately.
- 3.4. Website wording, marketing material and informal discussions are not binding unless included in the Order, service description or these Terms.

4. Scope of Services and client responsibility

- 4.1. CPA provides practical business support, advisory, survey, engagement, recruitment, training and digital resource services. CPA does not act as a regulator, inspectorate, commissioner, legal adviser, financial adviser, clinical adviser, safeguarding authority or substitute for the Client’s own professional judgement.
- 4.2. CPA will provide the Services with reasonable skill and care, based on information supplied by the Client. The Client remains responsible for its operational decisions, regulatory compliance, employment decisions, governance, safeguarding arrangements, policies, procedures and care delivery.
- 4.3. CPA does not guarantee any CQC rating, inspection outcome, compliance finding, funding award, recruitment result, candidate suitability, staff response rate, business performance, financial result, risk reduction or operational improvement.
- 4.4. Templates, reports, tools and guidance are practical support materials only. The Client must review, adapt, approve, implement, test and maintain them for its own organisation and circumstances.

5. Client obligations

- 5.1. The Client must provide accurate and timely information; allocate appropriate staff, time and resources; ensure Users cooperate where needed; check outputs before relying on them; comply with applicable law and sector requirements; and ensure any personal data shared with CPA is collected and shared lawfully.
- 5.2. The Client must not use the Services unlawfully, misleadingly, discriminatorily, abusively or unsafely, and must not share, resell, distribute or commercially exploit CPA materials outside its own organisation unless CPA has agreed this in writing.
- 5.3. Failure to meet these obligations may affect delivery, outcomes, timescales, access, refunds and remedies.

6. Prices, VAT and payment

- 6.1. Prices are as stated on the website, quotation, order page or service description at the time of purchase, unless agreed otherwise in writing. Prices are exclusive of VAT unless expressly stated otherwise.
- 6.2. Unless agreed otherwise, payment is due in full at purchase or on receipt of invoice. CPA may withhold or suspend access to Services, Digital Content, reports, platforms or deliverables until payment is received in cleared funds.
- 6.3. If payment is overdue, CPA may suspend delivery, charge statutory interest and recovery costs where applicable, and recover reasonable collection costs.

7. Delivery, access, changes and availability

- 7.1. Services may be delivered online, by email, telephone, digital platform, meeting or another agreed method, as described in the Order or service description.
- 7.2. Unless stated otherwise at purchase, access to Digital Content, online tools or platform-based Services lasts for 12 months from purchase.
- 7.3. CPA will use reasonable endeavours to make online Services and Digital Content available but does not guarantee uninterrupted access. Access may be affected by maintenance, security updates, internet availability, third-party platform issues or events outside CPA's reasonable control.
- 7.4. CPA may make reasonable changes to improve delivery, correct errors, maintain security, reflect legal or regulatory changes, or update content. CPA will not materially reduce the core functionality of a paid Service during the access period without offering an appropriate alternative or remedy.

8. Cancellations, rescheduling and refunds

- 8.1. Consumer cancellation rights do not apply because the Services are supplied to business customers.
- 8.2. Fees are non-refundable once Digital Content has been accessed, a scheduled session has taken place, or delivery has begun, except where CPA materially fails to provide the Service substantially as described and cannot reasonably remedy the issue.
- 8.3. Failure by the Client or Users to attend, participate, provide information or complete required actions does not entitle the Client to a refund.
- 8.4. CPA may reschedule at its discretion where reasonable notice is given and capacity allows, and may charge reasonable fees for late cancellation, repeated rescheduling or non-attendance. If CPA cancels a scheduled session, it will offer a reasonable alternative date or an appropriate refund for the affected element.

9. Intellectual property and permitted use

- 9.1. All intellectual property rights in the Services, Digital Content, materials, tools, templates, reports, methodologies, branding, training content and platform content belong to CPA or its licensors.
- 9.2. Subject to payment and compliance with these Terms, CPA grants the Client a non-exclusive, non-transferable, non-sublicensable licence to use the relevant materials internally within the Client's own organisation during the stated access period.
- 9.3. The Client must not copy, adapt, distribute externally, publish, resell, sublicense, commercially exploit, remove notices from, share login details for, or use CPA materials to create competing products or services. Reasonable internal copies may be made for authorised Users where needed for the intended internal use.

10. Account security and acceptable use

- 10.1. The Client is responsible for keeping login details, access links and account credentials secure and confidential, and must notify CPA promptly of unauthorised access, suspected misuse, lost credentials or any security incident affecting the Services.
- 10.2. CPA may suspend or restrict access where it reasonably suspects misuse, unauthorised sharing, security risk, unlawful use, non-payment or breach of these Terms.
- 10.3. The Client must not upload or transmit unlawful, defamatory, discriminatory, abusive, malicious, infringing or unsafe material, or anything containing viruses or harmful code.

11. Data protection

- 11.1. Each party will comply with applicable data protection law, including the UK GDPR and Data Protection Act 2018.
- 11.2. The Client is responsible for identifying the lawful basis for collecting, using and sharing personal data with CPA, and for providing required privacy information to data subjects.
- 11.3. Where CPA processes personal data for the Client as processor, Schedule 1 applies unless the parties have a separate written data processing agreement. Where CPA processes personal data for its own account administration, billing, service improvement, legal compliance or business marketing purposes, CPA acts as an independent controller under its Privacy Notice. The applicable Order, service description or service-specific terms should identify, where relevant, whether CPA acts as processor, independent controller, or both for different processing activities.
- 11.4. The Client must not provide special category data, criminal offence data, service-user records, safeguarding information, clinical information or other highly sensitive data unless strictly necessary for the agreed Service, lawful, proportionate and expressly agreed in writing.
- 11.5. Survey and feedback outputs depend on participation levels, data quality and the accuracy of information supplied by the Client or participants.

12. Confidentiality

- 12.1. Each party will keep the other party's confidential information confidential and will only disclose it as required to deliver the Services, with consent, to professional advisers or subcontractors under appropriate obligations, or where required by law or a regulator.
- 12.2. Confidential information excludes information that is public, already lawfully known, independently developed without using the other party's confidential information, or lawfully received from a third party without restriction.
- 12.3. The Client must not share CPA materials, pricing, methodologies, tools or reports outside its organisation unless CPA agrees in writing.

13. Third-party services, platforms and rewards

- 13.1. CPA may provide access to, integrate with, signpost or facilitate third-party services, platforms, benefits, rewards, discounts or suppliers.
- 13.2. Third-party services may have their own terms, eligibility rules, privacy notices, availability constraints and service levels. The Client and Users are responsible for complying with those terms.
- 13.3. CPA is not responsible for the availability, fulfilment, delivery, quality, suitability, withdrawal, suspension, pricing, discounts, benefits, rewards, data processing or performance of third-party services, except where CPA is legally responsible and cannot exclude that responsibility.

14. Liability

- 14.1. Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability which cannot lawfully be limited or excluded.
- 14.2. Subject to clause 14.1, CPA will not be liable for indirect, special or consequential loss; loss of profits, revenue, contracts, goodwill, reputation, anticipated savings or business opportunity; business interruption; losses caused by Client information being inaccurate, incomplete or late; failure by the Client to review, adapt, implement, test or maintain outputs; or third-party services, platforms, rewards or suppliers.
- 14.3. Subject to clause 14.1, CPA's total aggregate liability for the relevant Service, whether in contract, tort, negligence, breach of statutory duty or otherwise, will not exceed the fees paid by the Client for that Service in the 12 months before the event giving rise to the claim.

15. Suspension and termination

- 15.1. CPA may suspend or terminate Services immediately by notice if the Client fails to pay, materially breaches these Terms, misuses materials or accounts, provides false or inappropriate information, creates a safeguarding, security, legal or reputational risk, behaves abusively, or where CPA is required to do so by law, regulator, platform provider or third-party supplier.
- 15.2. No refund will be provided where termination results from Client breach, misuse, non-payment or failure to engage.
- 15.3. On termination or expiry, the Client must stop using Digital Content and Services except where the Order expressly permits ongoing internal use of downloaded materials. Clauses on payment, intellectual property, confidentiality, data protection, liability, disputes and governing law survive termination.

16. Complaints, disputes and force majeure

- 16.1. If dissatisfied, the Client must notify CPA promptly, give reasonable details and allow CPA a reasonable opportunity to investigate and remedy the issue before taking formal action, except where urgent legal action is required.
- 16.2. The parties will try to resolve disputes through good faith discussions between appropriate senior representatives before commencing court proceedings.
- 16.3. CPA is not liable for delay or failure caused by circumstances outside its reasonable control, including internet or hosting failure, third-party platform outage, cyber incident not caused by CPA's breach, illness, industrial action, extreme weather, public health event, regulatory action, or third-party acts or omissions. CPA will take reasonable steps to minimise disruption and resume delivery where practicable.

17. General

- 17.1. Notices may be sent by email to the contact address in the Order or another notified address. The Client must keep its contact details up to date.
- 17.2. CPA may use employees, contractors, group entities, suppliers or subcontractors to deliver Services, provided CPA remains responsible for its contractual obligations. The Client may not assign, transfer, resell or sublicense its rights without CPA's written consent.
- 17.3. These Terms, the Order, service description and any incorporated schedule form the entire agreement for the Services. If any provision is invalid or unenforceable, the rest remains in force. No person other than CPA and the Client may enforce these Terms under the Contracts (Rights of Third Parties) Act 1999.
- 17.4. These Terms are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction, except that CPA may bring proceedings in any jurisdiction where necessary to protect its intellectual property, confidential information or unpaid fees.

Schedule 1 - Data Processing Schedule

1. This Schedule applies where CPA processes personal data on behalf of the Client as processor. The Client is the controller and CPA is the processor unless agreed otherwise in writing or CPA is processing for its own independent controller purposes.
2. CPA will process personal data only on documented Client instructions, including these Terms, the Order and service description, unless required by law to process otherwise.
3. CPA will ensure authorised personnel are subject to confidentiality obligations and will use appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and accidental loss, destruction or damage.
4. The Client gives CPA general written authorisation to appoint sub-processors where reasonably necessary to provide the Services. CPA will ensure that any sub-processor is subject to written data protection obligations providing an appropriate level of protection for the personal data. CPA remains responsible to the Client for the performance of its sub-processors' data protection obligations. Where required by data protection law, CPA will notify the Client of intended material changes to sub-processors and give the Client an opportunity to object. CPA will not transfer personal data outside the UK unless permitted under applicable data protection law and appropriate safeguards are in place.
5. CPA will provide reasonable assistance with data subject rights, security obligations, breach notifications, DPIAs and regulator consultations, taking account of the nature of processing. CPA may charge reasonable fees for assistance beyond standard service delivery.
6. CPA will notify the Client without undue delay after becoming aware of a personal data breach affecting personal data processed for the Client.
7. At the end of the Services, CPA will delete or return personal data processed for the Client unless retention is required by law, regulatory obligation, audit, dispute management or legitimate business record-keeping requirements.
8. CPA will make available reasonable information necessary to demonstrate compliance with this Schedule and allow reasonable audits or inspections where required by law, subject to confidentiality, security and operational safeguards.

Requirement	Processing description
Subject matter	Business support services for care providers, including surveys, feedback services, recruitment support, training administration, advisory support and digital tools.
Duration	For the relevant Service and any agreed retention period.
Nature and purpose	Collection, storage, analysis, reporting, communication, administration and support necessary to provide the Services.
Types of data	Names, job titles, work contact details, employer details, survey responses, feedback comments, attendance records, candidate information and other data supplied by the Client. Sensitive data should only be supplied where expressly agreed and necessary.
Data subjects	Client staff, workers, volunteers, candidates, training attendees, survey participants and other individuals whose data is lawfully supplied by the Client.
Instructions	As set out in the Order, service description, these Terms and any documented written instructions provided by the Client.

Schedule 2 - Staff Rewards and Third-Party Benefit Services

1. Reward, benefit or third-party access services may depend on third-party suppliers, platforms, availability, eligibility rules and external terms.
2. Benefits, rewards, discounts, offers and services may change, be withdrawn, suspended or restricted without notice.
3. CPA does not guarantee the availability, quality, suitability, financial value or uninterrupted availability of third-party rewards or benefits.
4. The Client is responsible for ensuring that Users are eligible, that access is used appropriately, and that any employment, tax, payroll or internal policy implications are considered.
5. CPA may suspend access where it reasonably suspects misuse, unauthorised sharing, fraudulent activity, breach of third-party terms or security risk.