

# The Care Professional Standards Academy



## Terms & Conditions of use of the platform for individual affiliates and care providers

Version Date: September 9th, 2021

### Throughout this document:

- *'Care professional'* refers to a person working at any level within Adult Social Care.
  - *Care professionals are deemed Academy Affiliates.*
- *'Care provider'* refers to providers of Residential and Nursing Homes, Care at Home, Day Services, Nursing Agencies and Hospices, Direct Employers & Supported Living that have subscribed to the platform provided by The Care Professional Standards Academy.
  - *Care Providers are deemed to hold a corporate account.*
  - *Care Providers may hold training records of past and current employees within the system limited by these terms.*
- *'Subscribed'* means to have accepted all the terms and conditions of, to have signed all contracts and agreements pertaining to, and to have paid the appropriate fee to use the Care Professional Standards Academy platform.
- *'User'* is anyone who is authorised to use the platform provided by The Care Professional Standards Academy. This may be a Care professional or a care provider.
- *'Services'* refers to the online system provided to the User in accordance with these Terms & Conditions that holds records of an individual's CPD, copies of their certificates and a record of the tier points earned by each academy affiliate, the benefits programme and other services together with the characteristics and features as described on our website from time to time.
- *"The Care Professional Standards Academy Portal"* is the trading name for the services described above.
- *'The platform provider'* refers to HCPA Ltd.
- *'Academy Affiliate'* refers to a Care professional who joins the Care Professional Standards Academy or who has been signed up to the Academy by their employer and agrees to these Terms and Conditions.
- *'Service user'* refers to anyone who uses social care services either privately or through a statutory body.
- *'CPD'* Continuing Professional Development (this could also refer to the records that show this such as certificates)
- *'The standards'* refers to the Continuing Professional Development (CPD) standards
- *'We'* or *'Us'* refers to the Care Professional Standards Academy (The Academy)
- *'Academy affiliated partners'* refers to partners chosen by the Care Professional Standards Academy to offer benefits.
- *'Local Authority'* refers to any local authority at any tier that chooses to fund access to the system for care professionals and providers within their geographic area of responsibility

## Table of Contents

1. Our Aims.....	3
2. What this agreement is about?.....	4
3. Who this agreement is between? .....	4
4. How the User accepts this agreement, and when this agreement starts. ....	4
5. “The Care Professional Standards Academy Portal” on-line training passport system - the User's rights to use the Services and its obligations.....	4
6. Care Providers - Setting up a The Care Professional Standards Academy Provider Portal account based on a fixed term contract. ....	5
7. Fees for those Users who pay on a fixed term contract – where a fee is payable. ....	6
8. What happens if the User is in Default? .....	6
9. Restrictions on the User's use of the Services. ....	6
10. Support.....	7
11. Intellectual Property Rights. ....	7
12. Obligations on the Service Provider.....	7
13. Providers Responsibilities .....	8
14. Force Majeure.....	8
15. Termination.....	8
d) Where an individual Care professional account is <b>not</b> shared with their employer .....	8
e) Where an individual Care professional account <b>is</b> shared with their employer.....	8
f) Where an individual Care professional account is shared with their present employer and they leave their employment.....	9
g) The Care Professional Standards Academy may terminate affiliates accounts.....	9
h) The Care Professional Standards Academy may terminate corporate accounts. ....	9
16. Readmissions .....	9
17. Appeals Process .....	10
18. Miscellaneous. ....	10
19. Which laws govern this agreement?.....	10
20. Appendix A – Tier points.....	11
21. Appendix B - Standards of Use and Code of Conduct.....	11
22. Appendix C - Continuing Professional Development.....	12
23. Appendix D - Benefits.....	12
24. Appendix F – The Verification Process.....	13

## 1. Our Aims

- a) The **Care Professional Standards Academy**, the first of its kind in the county, is aimed at ensuring the entire Care practitioner workforce is trained to a professional, best practice standard, across the county.
- b) The **Care Professional Standards Academy** is a shared platform that can be used by Care professionals, care providers, or both, to track continual professional training and development.
- c) The platform is free to use for Care professionals where the Local Authority in which they work, or their employer (care provider) has subscribed to the **Care Professional Standards Academy**. In this case you can sign up to the Care Professional Standards Academy **for free** as an 'Academy Affiliate' to start using the **learning passport** and **dedicated online portal**, which are designed to make it easy for Care professionals to:
  - i) Track their continual professional training and development.
  - ii) Earn points to access perks each time they complete a training course and submit the certificate to the academy.
  - iii) Easily demonstrate their professional training and qualifications and transferable skills to current and future employers.
  - iv) Identify potential career pathways.
  - v) Keep up to date with key information related to their role in the Adult Care Sector.

## 2. What this agreement is about?

- a) "The Care Professional Standards Academy Portal" is a platform developed by Hertfordshire Care Providers Association Ltd (HCPA) (henceforth known as the Service Provider), part funded by Hertfordshire County Council, and supports the aims and objectives of The Care Professional Standards Academy.
- b) This agreement describes how the Users may use the services. A User will be either a 'Care professional' or a 'Care provider'.
- c) The 'Services' refers to the online system provided to the User in accordance with these Terms & Conditions that holds records of an individual's CPD, copies of their certificates and a record of the tier points earned by each academy affiliate, the benefits programme and other services together with the characteristics and features as described at [www.CareProfessional.co.uk](http://www.CareProfessional.co.uk) from time to time.
- d) The User understands and agrees that it cannot use a Service unless it is authorised by the Service Provider to do so and, in the case of a care provider/local authority, has paid the applicable fees, has signed to agree with these Terms & Conditions and signed a Data Sharing Agreement.
- e) The Service Provider may change the terms of this agreement, and its privacy policy, at any time. The Service Provider will make reasonable efforts to communicate any changes to the User by sending an email to the User, but it is up to the User to ensure that they regularly check, read, understand, and agree the most recent version of this agreement, and the Service Provider's privacy policy, as it will be deemed to accept all changes if the User continues to access and use the services.

## 3. Who this agreement is between?

This agreement is between:

- a) "the User"- the person or organisation authorised to use the services.
- b) "Services" refers to the provision of the on-line training passport system and dedicated online portal provided by The Care Professional Standards Academy provided to the User in accordance with these Terms & Conditions, together with the characteristics and features as described at [CareProfessional.co.uk](http://CareProfessional.co.uk). from time to time.
- c) "the Service Provider"- Hertfordshire Care Providers Association Ltd (HCPA), company registration number 06362473, whose registered office is situated at Mundells Campus, The Mundells, Welwyn Garden City, Hertfordshire, United Kingdom, AL7 1FT
- d) By entering into this agreement, both the User and the Service Provider agree to be bound by its terms.

## 4. How the User accepts this agreement, and when this agreement starts.

- a) The User accepts the terms and conditions of this agreement when they log into the system.
- b) This agreement will continue until terminated in accordance with clause 15 below.
- c) If the User is not willing to accept these terms and conditions and therefore decides not to enter into this agreement, it should contact the Service Provider and is not permitted to use the Services as defined in clause 1(c) above.

## 5. "The Care Professional Standards Academy Portal" on-line training passport system - the User's rights to use the Services and its obligations.

- a) "The Care Professional Standards Academy Portal" is an on-line training passport platform and dedicated online portal provided by HCPA enables the User to submit content which is then stored in a document library. Such content will, generally, comprise employee training information, and may include such matters as their forename, surname, email address and date of birth. This is a shared platform that can be used by Care professionals, care providers, or both, (the Users) to track continual professional training and development.
- b) By using the services, you are agreeing to these terms and conditions of use and access to this information is dependent upon the User complying with these terms and ensuring that the applicable fee (in the case of a care provider/Local Authority) has been paid in full. The Service Provider will use all reasonable endeavours to implement technical and appropriate security measures to protect the information from loss or damage.

- c) Under these Terms & Conditions the Users agree that the sharing of this data is necessary to support the following agreed purposes and aims: -
  - i) To enable Care professionals to build a portfolio of their past and present training activity to demonstrate that they are a professional working within the adult care sector.
  - ii) To enable Care professionals to benefit from the rewards scheme offered by the platform.
  - iii) To allow care providers to build up a portfolio of the training records of their staff and to encourage staff to develop their skills and knowledge.
  - iv) To allow care providers to gain an overview of the training and development that their staff have undergone to help them meet their obligations under the care act.
  - v) To allow care providers the opportunity to reward their staff for participating in the care professional standards academy through the associated benefits indicated on the website at any given time.
- d) If the User accepts this agreement and, if they are a care provider/local authority, pays the relevant fees, then the Service Provider gives to the User the right to use the Services in the way described in this agreement, and in accordance with any service announcements, administrative messages, and other information from the Service Provider. The User must not use the Services in any other way.
- e) If the User is a care provider, they shall only use the Services for internal business management, health and safety, training, and HR purposes, and may input its own employee data information to assist it in managing that information. It is also authorised to allow its own employees to input their own information if the employee has agreed to these Terms & Conditions.
- f) The User cannot transfer its rights under this agreement to use the Services to any other person or organisation.
- g) The User must comply with all applicable laws in respect of its use of the Provider's software products, and the User must also ensure that the content of any data it inputs into the Provider's software products does not, and will not, result in any injury, damage, or harm to the Service Provider or any third party (including, without limitation, defamation, or breach of confidentiality). Such content must not contain anything which is unlawful, obscene, indecent, or immoral or which promotes or condones any illegal or unlawful activities. It is also a condition of use that the User does not upload content for which it does not hold the copyright.
- h) The Service Provider will occasionally send you emails that are relevant to your academy affiliation. This is in pursuit of the Academy's legitimate activities as identified in section 1 above. These may include updates on changes in that law and regulation that affect your role within the care sector information regarding changes to the platform and these terms and conditions.

**6. Care Providers - Setting up a The Care Professional Standards Academy Provider Portal account based on a fixed term contract.**

- a) The Service Provider will give the User its sign-in details to enable it to use the Services (the "sign-in information") as soon as the User has registered with the Service Provider, has accepted these terms and conditions of use, has signed, and returned the Data Sharing Agreement and paid the appropriate fee if applicable.
- b) Following registration, the Service Provider will provide access to the Services until either the User or the Service Provider end this agreement either in one of the ways set out in clause 15 or by virtue of the operation of the terms of the contract signed by the Service Provider and the User. If at any time the Service Provider charges the User an incorrect fee (where a fee is payable), then the Service Provider reserves the right to rectify its invoice and claim the correct payment from the User which the User agrees to pay.
- c) The use of "The Care Professional Standards Academy Portal" refers to the on-line training passport system and dedicated online portal provided by HCPA.
- d) The User is solely responsible for obtaining and maintaining its internet and network connections and any associated connectivity problems are its own responsibility.
- e) The Service Provider will take reasonable steps to make sure that any software products are free from viruses, but it cannot guarantee this. The Service Provider recommends that the User operates with its own virus-protection software as the Service Provider cannot be held responsible for any loss or damage caused by any viruses or other harmful technology that may infect the User's computer systems, data or other material owned by it.
- f) The Service Provider cannot guarantee that the Services will be compatible with the User's web browser or computer set-up or that the User's access to the Services will be uninterrupted or error free (as this may on occasions be beyond

the Service Provider's control). For optimal performance and experience, we recommend you use the latest version of a modern browser.

- g) The User is responsible for controlling access to its own The Care Professional Standards Academy Portal account. The User should not allow anyone else to use its sign in information and use a password that meets the complexity requirements.
- h) From time to time the Service Provider may temporarily suspend access to the Services for maintenance, repairs, or other reasons. the Service Provider will try to do this outside normal business hours and provide the User with notice in advance, but this might not always be possible.

#### **7. Fees for those Users who pay on a fixed term contract – where a fee is payable.**

- a) Fees may be payable for some care providers or local authorities.
- b) Where this is applicable these fees for using the Service Provider's software products are set out in the contract, signed when the User agreed to purchase the Services or accepted by the User at point of purchase.

#### **8. What happens if the User is in Default?**

- a) If, at any time, the User is in breach of any term of this agreement, or if the Service Provider does not receive payment from it for the use of The Service Provider software products (if appropriate and including, without limitation, any of the Services it has subscribed to receive), then without prejudice to any other right or remedy which the Service Provider may have, the Service Provider is entitled to suspend or limit the User's use and any employees' self - service use of The Service Provider software products (including all Services). The Service Provider may at its sole discretion offer the User a grace period during the defaulted payment period and has the right to suspend the service at the end of this period if payment has not been made. The Service Provider will notify the User of any payment related defaults.
- b) Any suspension of the User's use of the Services shall continue until such time that the breach in question has been remedied to the Service Provider's reasonable satisfaction and/or the Service Provider have received payment (where applicable) from the User in full. Any failure by the User to remedy a breach of this agreement, or to pay any amount due to the Service Provider, shall (without prejudice to any other right or remedy which the Service Provider may have) entitle it to terminate this agreement in accordance with clause 16 below. the Service Provider will notify the User by email of any intention to terminate the agreement.
- c) The User shall indemnify and hold harmless the Service Provider from and against all Claims and Losses arising from: -
  - i) A breach of any part of this Agreement which results in loss, damage, liability, injury to the Service Provider and/or its employees, consultants, or other representatives and third parties,
  - ii) Infringement of third-party Intellectual Property Rights or third-party losses by reason or arising out of the User's access and use of the Services outside of that expressly permitted by this Agreement, or
  - iii) Any information or other materials supplied to the Service Provider by the User within or outside the scope of this Agreement. "Claims" shall mean all demands, claims, proceedings, penalties, fines, and liability (whether criminal or civil, in contract, tort or otherwise) and "Losses" shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.

#### **9. Restrictions on the User's use of the Services.**

- a) The User must not introduce any viruses or harmful technology to any The Service Provider products or services.
- b) The User must not access the Services when they have not paid the applicable fee (where appropriate) to do so. If the User engages in such unauthorised usage, the Service Provider is entitled to charge the User a fee at the appropriate rate of the Services in force at the time. If the User does not pay the additional charges, the Service Provider has the right to suspend all the User's services until the breach has been remedied to the Service Provider's reasonable satisfaction.
- c) The User must not try to affect the availability of the Services to other registered users.

- d) Except as expressly permitted in this agreement, the User must not give anyone else any right (of any kind) to use or benefit from the Services in any way, or provide The Service Provider products to others, unless others are entitled to use these within the User's business and are added to the Services as a user of the Service.
- e) The User must not use The Service Provider products to develop its own software. Specifically, the User must not use or copy all or any part of the Care Professional Standards Academy Portal 'graphical user interface', 'operating logic' or 'database structure' for it to be used as part of, or to develop, any software or other product or technology.
- f) The User must not make any use of the Services which damages or is likely to damage the Service Provider's business or reputation, the availability or integrity of The Service Provider software products, or which causes or threatens to cause the Service Provider to incur any legal, tax or regulatory liability.

#### **10. Support.**

- a) The Service Provider aims to provide the User with 24-hour support 7 days a week through the self-help tools (although there may be times where the Service Provider is unable to do so for reasons outside its control). The Provider will also provide support by email or telephone Monday to Friday between the hours of 10am and 3pm.
- b) The Service Provider reserves the right to change how it provides support to the User (and if any applicable charges will become payable) emailing the User with details of the changes. The Service Provider will aim to give the User as much advance notice as possible of these changes.
- c) The Service Provider will not at any time, however, give the User technical support or other assistance for any hardware, third-party software, or other equipment issue on which The Service Provider software products have been installed.

#### **11. Intellectual Property Rights.**

- a) Although the User has the right to use the Services as described in clause 1(c), the User will not own any of the Intellectual Property Rights in the Service Provider's products. The Service Provider (or the third party from whom the Service Provider obtains the rights if the Service Provider is not the owner) will continue to own the Intellectual Property Rights in The Service Provider products, including any software the Service Provider provides to replace all or part of The Service Provider products. The only rights the User will have to The Service Provider products are as set out in this agreement.
- b) The Service Provider (or its licensors) owns the rights to The Service Provider products and any related logos or images. By allowing the User to use The Service Provider products, the Service Provider does not give the User ownership of any of those rights, logos, or images.
- c) The User undertakes not to use the Service Providers name or brand in any promotion or marketing or announcement without its prior written consent.

#### **12. Obligations on the Service Provider.**

- a) Whilst the Service Provider aims to provide uninterrupted use of The Service Provider products, this cannot be guaranteed. The Service Provider will not be responsible for any failure to perform its obligations under this agreement, in the event that it is prevented from providing a continuous service due to circumstances beyond its control. Wherever possible, the Service Provider will provide an advance warning by email of any known or planned interruptions and the Service Provider will use its best endeavours to keep any interruption to as short as possible.
- b) The Service Provider gives no warranties to the User in respect of the following matters:
  - i) That The Service Provider software products will meet the User's own needs.
  - ii) That the User will be able to use The Service Provider software products in any particular way.
  - iii) That the User will get particular outputs from The Service Provider software products.
  - iv) That the standard of the results the User derives from using The Service Provider software products will meet a particular standard, or
  - v) that, where the User uses the Service Provider's technical support services, the Service Provider will be able to correct or remedy the User's particular problem.

- c) The User cannot rely on any statement or representation made by any party prior to the registration of the User as a user of The Service Provider software products.
- d) The Service Provider agrees that it will use its reasonable skill and care to provide the Services to the User under this agreement.

### 13. Providers Responsibilities

- a) The Service Provider's liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising under or in connection with this agreement will be limited to an amount equal to the total of all fees paid or payable by the User for its use of The Service Provider software products in the 1-month period in which the claim arose.
- b) The Service Provider will not be responsible, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, and restitution or otherwise for any of the following (even if the Service Provider knew or should have known there was a possibility the User could suffer or incur such loss or damage):
  - i) Loss of profit.
  - ii) Loss of business or revenue.
  - iii) Depletion of goodwill or similar losses.
  - iv) Loss of use or loss of or damage to data/information inputted by the User into The Service Provider software products.
  - v) Any interruption to the User's business or damage to information, however that interruption or damage is caused.
  - vi) Any loss or damage which the Service Provider could not have reasonably foreseen at the time the User entered into this agreement including, without limitation, any special, indirect, or consequential loss or damage.
- c) Nothing in this agreement will exclude or limit the liability of either the User or the Service Provider in respect of:
  - i) Fraud.
  - ii) Death of or personal injury to any person as a result of negligence.
  - iii) Any other matter which cannot be excluded or limited under applicable law including the European Union or a member state of the European Union.
  - iv) Any infringement of the General Data Protection Regulation 2016/679 (GDPR)

### 14. Force Majeure.

Neither party shall be liable for any default arising due to act of God, war, any industrial action including strike and lockout, fire, flood, drought, tempest or other natural disaster, or any other event beyond either party's reasonable control.

### 15. Termination.

- a) A set of CPD records held on the platform can be controlled either by the individual affiliate only, or by a provider in the case of the latter being a subscriber to the platform, or by both.
- b) In the case of the Care Professional Standards Academy platform control of any data is determined by acceptance of these terms and conditions. Where both the Care professional and the care provider has accepted these terms and conditions, they will hold joint control.
- c) The process for terminating an affiliate account held on the platform will depend upon who is currently controlling the data held on the platform and is designed to protect the legitimate interests of each controller.
- d) Where an individual Care professional account is **not** shared with their employer, past or present, then the individual may request in writing that their account and all the data held within it is terminated. In this case all the data held including certificates, will be removed permanently from the platform.
- e) Where an individual Care professional account **is** shared with their employer, past or present, then the individual may request in writing that their account is terminated. In this case the employer will maintain control of the data and use it for their legitimate purposes.



- f) Where an individual Care professional account is shared with their present employer and they leave their employment the employer will retain a ghost copy of the data relevant to the period in which they were in their employment, i.e., up to and including the day they leave. This data will remain accessible to any prior employers for a period of 6 years or until they end their subscription to the platform. The employer must inform the Care Professional Standards Academy via the portal of the day any employee who they hold data for on the platform leaves their employ. The Care professional will be offered the option to continue their affiliation with Care Professional Standards Academy if they meet the criteria outlined in clause 1(c). If they fail to take up this offer within 1 calendar month of leaving their employer the account will be terminated and all the data held including certificates, will be removed permanently from the platform; if they are a subscriber to the system, they will retain a ghost copy of all data up to and including the day you leave their employ.
- g) The Care Professional Standards Academy may terminate affiliates accounts.
- i) We may do this on the following grounds: -
- (1) If our services and benefits are abused, misused, or exploited in any manner deemed to violate the conditions of your CPD conditions, your account may be terminated (see 4.7. above).
  - (2) If you fail to update the portal on a regular basis or you haven't undertaken any relevant CPD in the last 12 months, your account and rewards may be suspended.
  - (3) If you are no longer working or actively seeking employment within the social care sector, it is your responsibility to inform the Care Academy to ensure the termination or suspension of your account.
  - (4) A provider does not renew their subscription to the platform and the account is not required by the Care professional.
  - (5) The affiliates account is no longer supported by a subscription to the platform by either their employer or the local authority in which they live or work. (See clause 1(c))
- h) The Care Professional Standards Academy may terminate corporate accounts.
- i) Termination generally: -
- i) If either the User or the Service Provider discover that there has been a breach of the terms of this agreement by then it can: -
- (1) Require the party in breach by notice in writing to rectify it within 30 days of the date of service of such notice.
  - (2) If the breach is not rectified within that period to terminate this agreement by giving written notice that this agreement will terminate forthwith.
- i) If either party shall: -
- (1) become insolvent or bankrupt, or
  - (2) have a receiving order or administration order made against it or compound with its creditors, or
  - (3) being a corporation commences to be wound up (not being a member's voluntary winding up for the purposes of reconstruction or amalgamation), or
  - (4) carries on its business under an administrator or administrative receiver for the benefit of its creditors or any of them then the other party shall have the right forthwith by notice in writing to that party or to the administrator, administrative receiver or to the liquidator or to any person in whom this agreement shall have become vested to terminate this agreement, to terminate this agreement.
- ii) No matter how this agreement ends, the information the User stores in The Service Provider software products remains the User's information and the User can access it in a format provided by The Service Provider software products before the end of the agreement.

## 16. Readmissions

If your account has been terminated and you wish to be readmitted, you will be required to re-join through the appropriate application process.

## 17. Appeals Process

- a) The appeals process is for applicants who have been unsuccessful in their application for affiliation with Care Professionals Standards Academy. This process does not deal with complaints against a staff member of Hertfordshire Care Providers Association, or Academy affiliated partners, nor does this process deal with complaints if a user is dissatisfied with a service provided by Academy affiliated partners. It should be noted that there are no other grounds for an appeal.
- b) We will, within reasonable means, try and assist in understanding the grounds upon decisions that have been made and, by agreement, we may recommend a particular course of action. In some instances, the advice recommended may include that you have no grounds for an appeal or that an appeal is likely to be unsuccessful.
- c) In the event of continuing with an appeal, a letter must be sent to HCPA letter citing the reasons for the appeal and, where necessary, providing information and documentation to support the appeal. The appeal letter must be addressed to the Chief Executive Officer at sharondavies@hcpa.co.uk; doing so will incur a £20 administration fee. The administration fee, however, will be refunded if the applicant's appeal is successful.
- d) Once all relevant documents have been gathered and the appeal has been considered, the Chief Executive Officer will decide to: -
  - i) To reject the proposal
  - ii) To accept the affiliates proposal
  - iii) To negotiate a different proposal
- e) The outcome of the decision will be stated in writing and all decisions are non-contestable and final.
- f) If you are considering an appeal, it is advisable to speak with a member of Hertfordshire Care Providers Association by first emailing info@CareProfessional.co.uk

## 18. Miscellaneous.

- a) If any provision of this Agreement is held illegal or unenforceable such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this agreement remain legal and enforceable, the remainder of this agreement shall remain operative and binding on the Parties:-
  - i) If the User or the Service Provider fails to, or delays in, exercising any rights under this agreement, that will not mean that those rights cannot be exercised in the future.
  - ii) This agreement and the documents the Service Provider refers to above (including the contract for those users who use The Service Provider software products by virtue of that written contract) constitute is the entire agreement between the User and the Service Provider for use of The Service Provider software products, and replaces all documents, information, and other communications (whether spoken or written) between them for such use.
  - iii) This agreement is personal to the User and may not be transferred, assigned, subcontracted, licensed, charged or otherwise dealt with or disposed of (whether in whole or in part) by the User without the Service Provider's prior written consent. the Service Provider may transfer, assign, subcontract, license, charge or otherwise deal with or dispose of (whether in whole or in part) this agreement at any time without the User's consent.
  - iv) A person who is not a party to this agreement has no right to enforce any term of it.
  - v) Where either party is required to notify the other party by email, the party shall be deemed to have received the email on the first business day following transmission.

## 19. Which laws govern this agreement?

If the User subscribes to The Service Provider software products in the United Kingdom, then this agreement (and all non-contractual claims and disputes) is governed by the laws of England and Wales and the User and the Service Provider both agree that the courts of England and Wales shall be the only courts competent to decide disputes in relation to this.

## 20. Appendix A – Tier points

- a) The precise details of our points system are the intellectual property of HCPA and therefore we are not at liberty to publish our precise algorithm for awarding points. We are, however, able to provide a sliding scale, which will allow Affiliates to decide upon their next method of development.
  - 1) E-learning
  - 2) Distance learning
  - 3) Training course with a non-approved training provider (either internal or external)
  - 4) Training course with a HCPA/Local Authority approved training provider (either internal or external)
  - 5) As 3 and 4 above but longer
  - 6) Qualification unit
  - 7) Qualification award
  - 8) Qualification certificate
  - 9) Qualification diploma
  - 10) University access courses
  - 11) University degree courses
- b) Please note that from numbers 6 -12 there will be more points awarded depending on the level of the qualification. Please also note these courses and qualifications must be relevant to your specific job role in the care sector.
- c) There is a 20% reduction on points for certificates that are over 3 years old.
- d) Any certificates with an expiration date will result in a reduction of points if they are not renewed.
- e) We will keep affiliates informed of their progress throughout the journey as soon as a new certificate is uploaded.

## 21. Appendix B - Standards of Use and Code of Conduct

- a) Our standards for CPD are designed to demonstrate that Care professionals are continuing to learn and develop. This will enable them to work to the best practice standards and are for the benefit of both themselves, their employers and the people who use the services they work in.
- b) Academy Affiliates should work by these standards:
- c) Maintain a continuous, up-to-date, and accurate record of your CPD activities by regularly using your online portal.
- d) Seek to ensure that your CPD has contributed to the quality of your practice and service delivery and benefits the service user.
- e) Recognise, value, and apply all lifelong learning opportunities.
- f) Provide the Care Academy Staff and your employer with honest and up-to-date information about your learning and development.

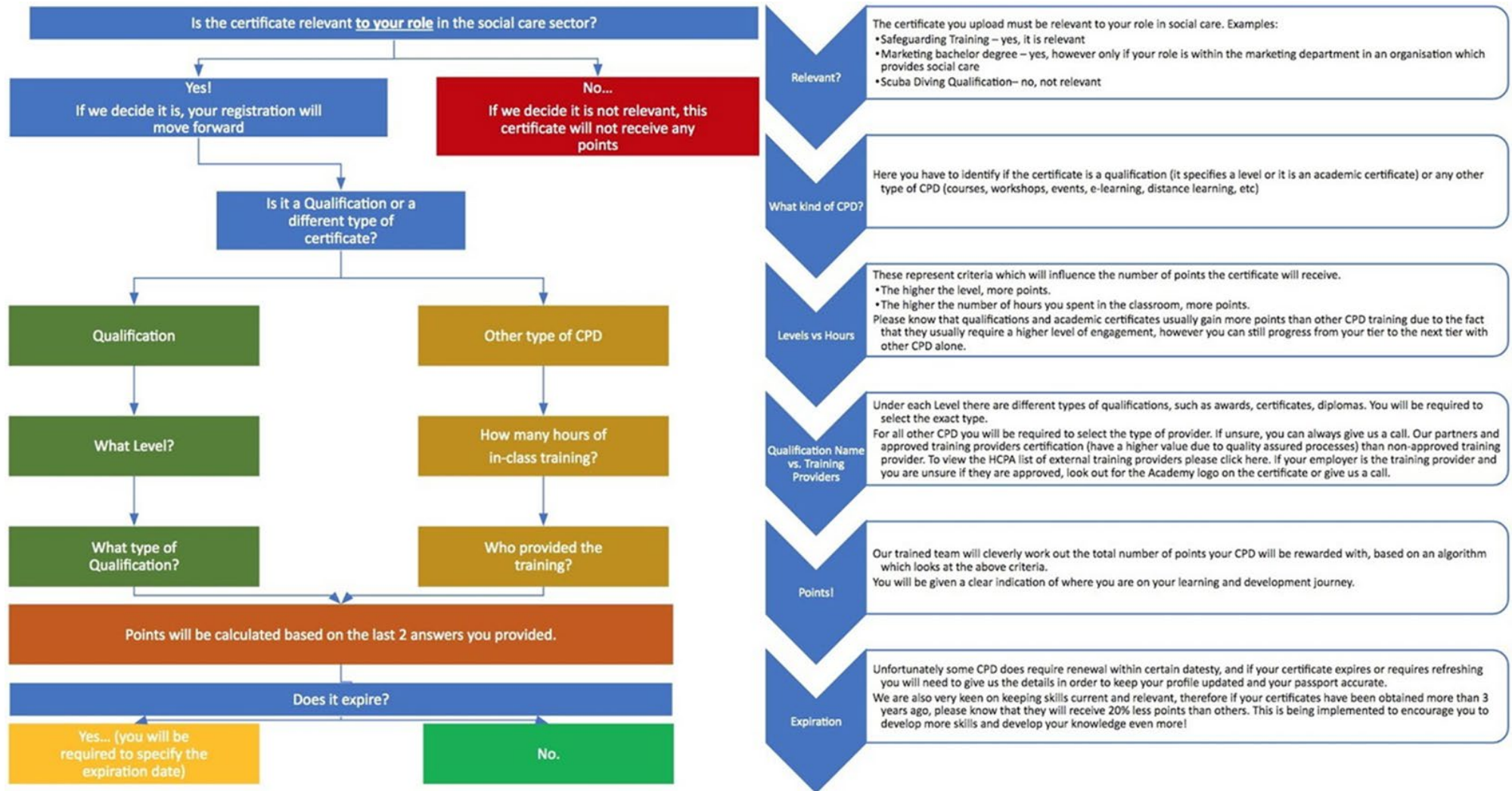
## 22. Appendix C - Continuing Professional Development

- a) Continuing Professional Development (CPD) describes a learning activity that affiliates undertake to enhance their skills and develop within their area of work.
- b) Affiliates of the Care Academy will be expected to engage with learning such as training workshops, conferences and events, some distance learning and e-learning programs may be considered as part of their CPD. However, face-to-face training will gain you more points within the Care Academy structure.
- c) The Academy can only accept certificated learning experiences and, therefore, cannot recognise experiences such as shadowing, reading, or coaching.
- d) CPD is linked to a person's Affiliation with the Care Academy, so they will need to meet our CPD standards year-on-year to remain an Affiliate.
- e) There is an expiry date on an Academy affiliation card. If you requested a new card will be issued each year, if the affiliate has engaged in at least one piece of training or CPD activity related to social care during the last 12 months.
- f) Re-Applying for a lost card.
- g) When you become an affiliate, you will receive your first Care Academy card free of charge. If you lose your Care Academy card, you can re-apply for a new card but are required to pay an administration charge of £8.

## 23. Appendix D - Benefits

- a) The Care Professional Standards Academy are always seeking to build and improve the benefits Affiliation offers. The latest benefits can be found here <https://www.CareProfessional.co.uk/discounts/>
- b) The Academy has no liability for the content or experience third party providers offer under benefits.
- c) The use and reliance of any information provided by third party partners is solely at the affiliates risk."
- d) We shall not have any liability to you for any loss or damage of any kind incurred as a result of the use of our site, portal or rewards, or reliance on any information provided on the site.
- e) To the maximum extent permitted, the services performed and provided by us and our partners, including benefits, are provided "as is" and "as available", with all faults and without warranty of any kind.
- f) No verbal or written information or advice given by The Care Professional Standards Academy and their partners shall create a warranty.

## 24. Appendix F – The Verification Process



This page is intentionally blank