# 

# New Facilitator Training

Delivered by NHS employees

Please use your keyboard tab key or mouse to navigate through the answer options, boxes can be selected, and text can be inputted directly into the relevant fields.

The details on this booking form are needed to allow PSI Services to invite participants on the above course to complete the eLearning element of the training.

Please note you will need to fund and source the 360 questionnaires separately – we recommend you start the 360 process 4-6 weeks before the day of training.

|  |
| --- |
| Healthcare Leadership Model 360o Facilitator Training |
| **Date of training:**  **Location (address) of training:**  **Name of trainer(s):** |

Course organiser / administrator:

|  |  |
| --- | --- |
| Full name |  |
| Job title |  |
| Telephone |  |
| Email address |  |
| Local Delivery Partner | Choose an item. |

**Invoicing details:** Please note we will require a copy of the full PO document for invoicing purposes and the details below must match those on the official PO document

|  |  |
| --- | --- |
| Trust name |  |
| Address |  |
| Postcode |  |
| Invoicing email address |  |
| Purchase Order no. |  |
| Number of attendees |  |



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Joining Instructions:

|  |
| --- |
| Date that you are sending out joining instructions (please confirm with PSI Services when this is done so we can set up the eLearning): |

Materials (please complete as appropriate):



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**Option 1:** Please provide me with training manuals and hand-outs for the course at a cost of £55   
 + VAT per person, to the following address:

|  |
| --- |
| *FAO, Address line 1, Address line 2, Town, County, Postcode* |

**Option 2:** I will download and print the materials at a cost of £25 + VAT per person.

Attendee details: If your training is for more than 12 people, please use this page on a separate booking form to provide us with their details.

|  |  |  |
| --- | --- | --- |
| Full name  Job title  Company  Email address  Contact number | Full name  Job title  Company  Email address  Contact number | Full name  Job title  Company  Email address  Contact number |
| Full name  Job title  Company  Email address  Contact number | Full name  Job title  Company  Email address  Contact number | Full name  Job title  Company  Email address  Contact number |
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| Full name  Job title  Company  Email address  Contact number | Full name  Job title  Company  Email address  Contact number | Full name  Job title  Company  Email address  Contact number |

As the lead contact, I confirm all details and have read and accepted the **Terms and Conditions** and **Licensee information** (shown overleaf).

**Signature**

Please tick to confirm signature (if emailing)

To discuss your requirements in person, please contact PSI Services on +44 (0)1242 282 979 or by email at 360support@psionline.com



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**Training and Ongoing Use Terms and Conditions**

* 1. In these Terms and Conditions, “JCA” and “we” means JCA Global Ltd, a PSI business and “you” means the person or business that purchases delegate places on courses at our premises or another advertised location and/or private courses on your premises, as set out in the invoice.
  2. Other definitions are:
     1. “JCA Questionnaire” means one of JCA’s psychological questionnaires and the associated reports for which JCA provides training in order for a person to be accredited in the use of the questionnaire and associated reports, for example, but not limited to: Emotional Intelligence Profile Executive report, Emotional Intelligence Profile Development Summary report, Emotional Intelligence Profile Snapshot report, Team Emotional Intelligence Profile report, Leadership Climate Indicator and associated individual or group reports, Personal Type Profile and associated reports, and 360 questionnaires and associated reports;
     2. “JCA Standard Programme” means one of JCA’s standard programmes for which JCA provide masterclass training in order for a person to be accredited in the use and delivery of the programme and associated materials, for example, but not limited to Introduction to Emotional Intelligence, Managing with Emotional Intelligence, Leading with Emotional Intelligence, Introduction to Emotional Intelligence, Organisational Climate Change, and Developing Teams through Emotional Intelligence;
     3. “JCA Materials” means any electronic or paper-based materials produced by JCA and includes, but is not limited to, facilitator guides, participant workbooks, presentation slide decks, paper handouts, activity materials (such as feelings grid, or attitude grid materials), memory jogging or summarising card, journals, and mats.
  3. These Terms and Conditions apply to all contracts for the provision of training services to you and your ongoing use of JCA Questionnaires, JCA Standard Programmes and JCA Materials to the exclusion of any other terms and conditions specified by you or any of our previous terms and conditions.
  4. The training course you attend, if successfully passed, may accredit you personally in one or more JCA Questionnaire or JCA Standard Programme. You must be accredited in each JCA Questionnaire or JCA Standard Programme before you use it, for example, but not limited to, purchase and use with a non-accredited individual, such as a coachee or workshop participant. For the avoidance of doubt your accreditation in a JCA Questionnaire or JCA Standard Programme does not accredit or give permission for others in your organisation or any other third party to use said JCA Questionnaire or JCA Standard Programme.
  5. Prices and specifications of JCA Questionnaires, JCA Materials and JCA Standard Programmes are correct at the time of publication in JCA's current price list or other relevant literature but are subject to change without notice. JCA Questionnaires, JCA Materials and JCA Standard Programmes may also be withdrawn without notice.
  6. Training courses, JCA Questionnaires, JCA Standard Programmes and JCA Materials are supplied on the understanding that JCA does not have any liability of any kind (including negligence) to the you or third parties in connection with the training or your use of JCA Questionnaires, JCA Standard Programmes or JCA Materials.

1. **Payment**
   1. All invoices will be issued at the time of booking and are payable by you in full 4 weeks before the course start date to guarantee your place. If the booking is made within 4 weeks of the course, then payment is due immediately. We may at our sole discretion extend or reduce the date for payment in full or allow you credit so payments can made be made by instalments.
   2. All prices quoted in marketing materials, including on our websites and in any conversations with our staff are subject to confirmation in writing and are exclusive of UK Value Added Tax (“VAT”) which will be added at the appropriate rate on the date of the invoice.
   3. Where JCA has quoted a price for a course in Euros, US dollars, or any other currency, the price shall be paid in accordance with the currency set forth on the invoice.
   4. JCA reserves the right to charge interest and costs of recovery in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).
   5. Where a refund is due to you and such is caused at the fault of you, JCA reserves the right to deduct any administrative bank/credit card charges from such refund. Where the refund is necessitated at the fault of JCA, no such deductions shall be made.
2. **Cancellation policy of JCA public training courses**
   1. Please note that all bookings for JCA public training courses are accepted on the basis that the following charges will apply to cancellations. All cancellations must be received by JCA in writing.

Cancellation charges are payable as follows:

**Cancellation received by JCA Fee payable**

1. Within 14 days of the course date – full fee is payable.
2. Between 15 & 30 days – 50% of the full fee is payable
3. Between 31 days to 60 days – 25% of the full fee is payable
4. Over 60 days – no fee is due.

JCA reserve the right to cancel a course or change the venue up to three weeks before the event. JCA will notify participants as soon as reasonably possibly if a course has to be cancelled.

1. **Transfer policy for JCA public training courses**
   1. Once a course has been booked, if a participant wishes to transfer from one date to another the following charges are payable:

**Course date change requested received by JCA Fee payable**

* Requests received within 14 days of the course date – 50% of the fee is payable.
* For notification given between 15 & 30 days – 25% of the fee is payable.
* Between 31 and 60 days – 10% of the fee is payable.
* Over 60 days – can be transferred at no additional cost.
  1. For all requests for transfer of dates, the alternative date must be provided to JCA within 1 week of the transfer request, failing which the transfer request will no longer apply and the booking shall be deemed cancelled. In such event, the cancellation fees set forth in clause 3 shall apply and the fees shall the payable in full in replacement of the above transfer request fees.
  2. Where a booking on a programme has been made using or subject to a discount or promotional offer or other special price arrangement, such booking may not be transferred to another date. If a participant is unable to attend on the date of the booking, the participant may, provided sufficient notice is received, transfer the booking to another individual within their organisation, if applicable, provided that the alternative individual fulfils any eligible criteria for the programme concerned and is able to complete any pre-work required in sufficient time for the booking. If otherwise cancelled, the cost the booked course will be forfeited.
  3. Substitutions can be accepted without charge at any time, provided that the substitute fulfils the entrance requirement and has completed any pre-course study.
  4. Where a feedback session (whether scheduled for prior to a workshop or as a stand-alone session) is postponed or cancelled by the participant, JCA reserves the right to charge the postponement or cancellation charges set forth in clauses 4, in relation to the costs of such feedback session.
  5. In the event of non-attendance where payment has been received, there shall be no refund and in the event of non-attendance where the fee has not been received, the fee will remain due and payable.

1. **Rescheduling and/or cancellation of JCA in-house training courses**
   1. In the event of a confirmed in-house training course being cancelled or numbers reduced below the agreed minimum number within 30 days of the course date, the full fee is payable.
   2. For in-house training courses payment is due 4 weeks before the starting date of the course. Travel and subsistence costs are payable on completion of the course.
   3. JCA reserve the right to cancel a course or change the venue up to three weeks before the event. JCA will notify participants as soon as reasonably possibly if a course has to be cancelled.
2. **Your commitments**
   1. You will use JCA Questionnaires, JCA Standard Programmes and JCA Materials that you are accredited for with all the skill, care, diligence and professionalism expected of an experienced and professional coach or facilitator and in-line with The British Psychological Society Code of Ethics and Conduct. See <https://beta.bps.org.uk/sites/beta.bps.org.uk/files/Policy%20-%20Files/Code%20of%20Ethics%20and%20Conduct%20%282009%29.pdf>.
   2. You will ensure you have suitable insurance in place to cover your practice.
   3. Excepting for JCA Questionnaires which can be used stand-alone, if accredited, you will use and deliver JCA Standard Programmes in their entirety and as defined by JCA in the facilitator handbook. For clarity you will not use individual components, sections, activities or JCA Materials from a JCA Standard Programme. Permission may be separately granted for you to use individual components, sections, activities or JCA Materials from a JCA Standard Programme. This would normally involve a JCA consultant reviewing your proposed use and there may be a charge associated with this process and ongoing use. Please contact us for more information. This clause is in place, in part, to ensure the JCA Standard Programmes as used as designed and therefore reduce the risk of any issues arising through the use of the programmes.
   4. You will not provide assistance or JCA Materials to any individual or third party not accredited in a JCA Questionnaire or JCA Standard Programme to lead workshops, coach teams or individuals or lead sessions using said JCA Questionnaire, JCA Standard Programme or JCA Materials.
   5. You commit to ensuring that every JCA Questionnaire that requires a debrief session, for example, but not limited to: Emotional Intelligence Profile Executive report and Emotional Intelligence Profile Development Summary report, is delivered to an individual with a debrief session.
   6. JCA Questionnaire and report confidentiality must be upheld. Reports are the property of the individual named on the report. You should take reasonable pre-cautions to ensure the privacy of this information as well as will upholding relevant local laws on data protection and data privacy.
3. **Purchase of JCA Materials**
   1. Subject to availability, JCA normally dispatches standard (non-personalised) JCA Materials within 5 business days, but in any event within 30 calendar days, following receipt of funds paying for, or a valid purchase order for, the order.
   2. Standard delivery charges, based on a next day courier service, to cover postage and packaging will apply to all paper based JCA Materials.
   3. JCA will not accept any JCA Materials for return except for within one month of dispatch by JCA for defective goods. JCA will not reimburse any shipping or delivery costs incurred to return JCA Materials.
4. **Intellectual Property**
   1. You acknowledge that any and all of the Copyrights, Trademarks and other intellectual property rights used or embodied in or in connection with your use of JCA Questionnaires, JCA Standard Programmes and JCA Materials will remain the property of JCA.
   2. You may not modify or copy any of the JCA Questionnaires, JCA Standard Programmes, or JCA Materials for resale, rental, give away or any other form of distribution without the prior written consent of JCA. All rights title and interest in the JCA Questionnaires, JCA Standard Programmes and JCA Materials will remain with JCA.
5. **Data Protection**
   1. All terms used and references to Article numbers in this Data Protection Condition shall have the meaning ascribed to them by the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) (“GDPR”) unless otherwise stated.
   2. As between the parties, all personal data as defined by the GDPR (“Personal Data”) processed under or in connection with this Agreement shall be and shall remain the property of the Client.
   3. JCA Global acknowledges that in respect of any processing of Client Personal Data by JCA Global under or in connection with this Agreement, JCA Global shall be acting as data processor and the Client shall be acting as data controller.
   4. The Client is solely and wholly responsible for establishing and maintaining the lawful basis for the processing by JCA Global under this Agreement including where appropriate obtaining all necessary consents from data subjects.
   5. JCA Global warrants that in relation to this Agreement, JCA Global will comply with all the requirements of the GDPR as may be amended from time to time (and regulations made under it).
   6. The contractual obligations which a controller is required to impose on a processor under Article 28(3) (“Statutory Processor Obligations”) shall be fully incorporated into this Agreement and shall apply to JCA Global in respect of all and any processing of Client Personal Data by JCA Global. If and to the extent that any of the Statutory Processor Obligations conflict with any other obligations imposed on JCA Global under this Data Protection Condition, the relevant Statutory Processor Obligations shall prevail. In order to comply with Article 28(3), the parties have documented the subject-matter, duration, nature and purpose of the processing as set out in the Appendix (Article 28 Data Processing Information) attached to these Conditions.
   7. To the extent that JCA Global processes Client Personal Data, it shall, subject to Statutory Processor Obligations:-

(a) only use the Client Personal Data for the legitimate purposes of performing its obligations under this Agreement, unless required by law to process it differently (in which case, if permitted by such law, promptly notify the Client of that requirement before processing);

(b) act only on instructions from the Client given from time to time in relation to the Client Personal Data;

(c) not do or permit anything to be done through any act or omission which would cause the Client to incur any liability under the GDPR;

(d) promptly notify the Client (and in any event within five (5) business days) if it is contacted or approached in relation to:

(i) any subject access request under the GDPR or other request for information;

(ii) any other request from a data subject;

(iii) any claim for damages under the GDPR; and/or

(iv) any investigation or enforcement activity by the Information Commissioner or any other regulator,

in each case relating to, connected with, or arising out of, JCA Global’s processing of Client Personal Data;

(e) subject to a reasonable fee made by JCA Global, provide to the Client reasonable assistance and cooperation the Client requests in relation to any lawful request, claim, investigation or enforcement activity notified to the Client, any lawful claim and/or exercise or purported exercise of rights by a data subject under the GDPR or any investigation or enforcement activity by the Information Commissioner or any other regulator, relating to, connected with or arising out of JCA Global’s processing of Client Personal Data;

(f) excepting JCA Global’s systems hosting providers, details of which are available in the relevant system’s privacy notice, and JCA Global’s associate facilitators, not engage another processor to process Client Personal Data (or otherwise sub-contract or outsource the processing of any of the Client Personal Data to any third party) without the prior consent of the Client. In its absolute discretion, the Client may provide consent to JCA Global’s use of a third-party processor, but any consent granted shall be conditional on JCA Global obtaining the third party’s written agreement to abide by and honour terms relating to the processing of Client Personal Data which are consistent with the GDPR;

(g) ensure that reasonable technical and organisational measures are in place to ensure the security of Client Personal Data (including appropriate encryption) and that reasonable technical and organisational measures are taken against unauthorised or unlawful processing of Client Personal Data and against accidental loss or destruction of, or damage to, Client Personal Data;

(h) ensure that personnel who have access to Client Personal Data are bound by appropriate confidentiality obligations;

(i) not transmit or transfer nor permit any authorised sub-processor to transmit or transfer any Client Personal Data to any country or place outside the European Economic Area without an adequate level of protection as defined in data protection laws other than in respect of those recipients in such countries listed at https://www.psionline.com/privacy-policy unless authorised in writing by Client in advance.

JCA Global’s parent company PSI Services LLC supply some of JCA Global’s administrative and support systems (for example, but not limited to, Office 365 email and customer relationship management system). PSI Services has certified to the EU-US Privacy Shield Framework and particularly, as agreed to between the US Department of Commerce, the European Commission, the Swiss Administration and the United Kingdom, respectively, regarding its collection, use, and retention of personal information from EU member countries, Switzerland and United Kingdom. PSI shall process Client Personal Data held in these administrative and support systems in the United States.

When requested by Client, and to the extent required by applicable data protection laws, JCA Global shall promptly enter into (or procure that any relevant sub-processor of JCA Global enters into) an applicable agreement for data transfer such as the EU’s standard contractual clauses and/or such variation as data protection laws might require, in respect of any processing of Personal Data in a country outside of the European Economic Area without an adequate level of protection;

(j) inform the Client without undue delay on becoming aware of any breach of JCA Global's obligations under this Agreement or any other event relating to Client Personal Data that falls within the definition of 'personal data breach' set out in Article 4(12) of the GDPR and co-operate with the Client in respect of the measures that should be taken in response; and

(k) seven years after the end of provision of services relating to processing of Client Personal Data, or upon receipt of a written request from the Client if earlier, JCA Global will destroy such of the Client Personal Data as is in its possession in such a way as to render the Client Personal Data irrecoverable by any means.

**General terms**

1. Each of the above and below Terms and Conditions shall be read and construed independently of each other so that if one or more is held to be invalid for any reason whatsoever, then the remaining Terms and Conditions shall be valid. Further, if any Term or Condition is found to be void but would be valid if some part of it were deleted, then such Term or Condition shall apply with such modification as may be necessary to make it valid and effective.
2. Rights granted under these Terms and Conditions are not assignable, transferable, saleable or subject to sub-license agreement without the prior written approval of JCA.
3. Our failure at any time or for any period to enforce any one or more of these Terms and Conditions shall not be a waiver of them or a waiver of our right to enforce such Terms and Conditions in the future.
4. We shall not be responsible for any failure to perform our obligations due to circumstances beyond our control.
5. We reserve the right to change these Terms and Conditions at any time without prior notice to you.
6. These Terms and Conditions are governed by English Law and we and you submit to the exclusive jurisdiction of the English courts.

I agree on my behalf and on behalf of my Organisation to be bound by the Terms and Conditions contained within this agreement.

Signature: ...................................................................

Signed by: .................................................................(Name)

For and on behalf of: ................................................................... (Organisation)

Date: ...................................................................

Appendix 1 to the Conditions

**Article 28 Data Processing Information**

The purpose of this Appendix 1 is to ensure the parties comply with their obligation set out in the part of Article 28(3) of the GDPR which states that:-

“Processing by a processor shall be governed by a contract … that sets out the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects and the obligations and rights of the controller.”

The Data Protection Condition and/or other provisions of the Agreement set out most of the information detailed above, including the obligations and rights of the data controller. For completeness we set out further information below.

**Subject matter**

The processing of Personal Data by JCA Global shall be undertaken in the context of the provision of the products and services under the Agreement.

**Duration**

JCA Global shall process Client Personal Data during the Term of the Agreement, unless the Agreement is terminated earlier. JCA Global will destroy such of the Client Personal Data as is in its possession seven years after the end of provision of services or upon receipt of a written request from the Client if earlier.

**Nature and purpose of processing**

JCA Global shall process Client Personal Data for the purpose of the products and services under the Agreement.

**Type of personal data**

Dependent on the products services to be provided under the Agreement it is envisaged JCA Global shall process:

* Facilitated course/programme: name, job title, email address, phone number.
* JCA Global Psychometrics/360s: name, job title, email address, age, gender, job seniority level and ethnicity (a “special category” of Personal Data). If the data subject prefers not to disclose this information, they can select the option “Not stated”.
* Accreditation training: name, job title, email address, postal address, phone number, accreditation status.

**Categories of data subjects**

The Supplier shall process Personal Data of the Client’s employees, associates and contractors and/or clients of the Client.

**Obligations and rights of the data controller**

The obligations and rights of the data controller are set out in the Data Protection Condition of the Agreement.