



# YMCAfit Student Handbook

---

## Contents

---

Information, Advice and Guidance Statement	page 3
Appeals Procedure	page 5
Plagiarism Policy	page 9
Complaints Procedure	page 10
Malpractice and Maladministration	page 12
Diversity, Equality and Inclusion Policy	page 15
Terms and Conditions	page 17

© YMCAfit 2017 is part of Central Young Men's Christian Association. Registered charity No. 213121.  
Limited company registered in England 119249.

Registered office: 112 Great Russell Street, London WC1B 3NQ. YMCA® is a trademark registered in  
Great Britain and Northern Ireland. ISO9001 accredited.

## Information, Advice and Guidance Statement

---

YMCA Fitness Industry Training offers a range of services to current and potential learners. We have free and impartial Sales Advisors, a dedicated Learning Support team and an efficient Administration Services team to help and guide you through your training journey with us.

### **We aim to:**

Offer a service which is accessible, visible, professional and knowledgeable, impartial, responsive, friendly and welcoming.

Provide initial information, advice and guidance on the available learning options, qualification pathways and possible funding which will enable you to maximise your chances of success.

Support you during your learning/training with on-going information, advice, guidance through personal tutoring, support services, careers events and teaching resources.

Provide you with information, advice and guidance on progression routes, including higher level qualifications, Continued Professional Development (CPD) programmes and work-based learning.

Help you to develop lifelong transferable and career management skills to assist you in making choices now and in the future.

Meet the needs of employers by providing information and advice related to business training needs.

Promote and support equality of opportunity by provision of services to meet the needs of all, regardless of ability, age, gender, sexual orientation or ethnicity.

### **We will:**

Maintain and publicise up to date information on all of our course programmes and support services.

Use trained and experienced staff to provide appropriate advice.

Respond to all enquiries within 2 working days.

Where necessary, we will signpost you to other learning providers and specialist organisations (such as the Jobcentre Plus, the Dyslexia Association, Leisure jobs and others) where they are better placed to meet your needs.

### **Information, Advice and Guidance services can be accessed via:**

Our website – [YMCAfit website](#)

#### **Our Sales Advisor team**

Telephone: 0207 343 1830 option 1

Email [YMCAfit Sales Advisors](#)

A range of open evenings at venues across the country.

#### **Our Learning Support Team**

Telephone 0207 343 1850 option 4

Email [YMCAfit Learning Support](#)

Our offices from Mon - Fri: 9.00 - 17.00

Planned sessions during your programme of study with your tutor.

**Feedback on our services:**

We regularly seek feedback to ensure that our services are continuously developed and improved. Evaluation forms are given out on courses alternatively you can email directly to [YMCAfit Feedback](#)

If our services do not meet your expectations, please contact the Service Delivery Manager by emailing; [YMCAfit Feedback](#) , giving as much detail as possible. You will receive an initial response within five working days. A copy of our complaints procedure is available in the Student Handbook.

## Appeals Procedure

---

### 1. Purpose

This procedure applies to all students of YMCA® Fitness Industry Training (YMCAfit) who wish to appeal against an assessment decision.

All candidates are assessed against agreed and published criteria. For select courses the Awarding Organisation, YMCA Awards, sets these criteria. Assessors who hold nationally recognised qualifications such as D32/33, D34, A1 and V1 in the context of Exercise and Fitness assess the achievements of these criteria.

It is recognised however that in exceptional circumstances a candidate may decide to appeal against an assessment result.

The following Appeals Procedure outlines the action which may be taken in such circumstances. This reflects YMCAfit's commitment to provide a fully comprehensive and student centred service.

### 2. Scope of Procedure

Appeals Procedure allows students to make a formal appeal against a recommendation or decision relating to:

- A. The mark for an individual item of course work;
- B. The result of any element of assessment;
- C. The final overall assessment decision for award of certification.

### 3. Grounds for Appeal

An appeal may be made if the student feels that:

1. The assessments were not conducted in accordance with the approved scheme or centre regulations;
2. An administration error occurred at some stage of the assessment process;
3. "Extenuating circumstances" arose during the assessment process, which affected the student's performance;
4. There was inappropriate or irregular behaviour on the part of the assessor.

### 4. Appeals Procedure

All appeals must adhere to the following system in order to be successfully recognised:

- All appeals must be sent to the YMCAfit Office, addressed to the Service Delivery Manager or emailed to: [YMCAfit.feedback@ymca.co.uk](mailto:YMCAfit.feedback@ymca.co.uk)
- The enclosed appeal form must be completed and sent with all supporting evidence, including video evidence if necessary;
- The Service Delivery Manager will arrange a panel of 3 people (Lead Internal Quality Assurer and 2 Assessors) to hear the appeal.
- The panel will investigate thoroughly the circumstances of the appeal and respond in writing within ten working days.

- If necessary, the Service Delivery Manager will request a theory paper to be hand-marked by YMCA awards
- Any additional evidence may be requested during this time in writing, in person or by telephone.
- In the case of a practical appeal, the practical component of an assessment will be assessed via video submission only.
- The panel should ensure it has all of the available evidence including that from the original assessment and any re-assessment.
- If required the student, who may be accompanied, and the original Assessor will give their evidence to the panel.
- The panel may wish to call an independent Internal Quality Assurer.
- A signed and dated written record of the decision should be given to the student within 2 working days of the hearing.

## 5. Outcome of appeal

The outcome of a successful appeal could be one of the following:

- The mark for an individual item of course work is amended;
- The result of practical, planning, or evaluation is amended;
- The overall result is amended;
- The student is given the opportunity to retake the assessment at no further cost.

## 6. Further action

If the student feels the outcome is unsatisfactory then an appeal against this decision can be made to the awarding organisation. Contact information and procedure can be sent on request.

### Additional notes

It is extremely difficult to investigate appeals without impartial evidence. Therefore appeals against referrals in practical assessments will **only** be considered when accompanied by video evidence.

The student has the right to video any aspect of his/her assessment using his/her own video equipment, provided that it does not interfere with the assessment process, other candidates or the assessor's ability to carry out his/her role.

It is the responsibility of the candidate to:

- Arrange a video operator;
- Notify the Tutor of any medical problem, which may affect student performance, so that a decision can be made for deferral prior to the assessment date.

Practical Assessment appeals must be received **in writing** within 20 working days from the candidate's receipt of his/her assessment results.

Theory Assessment appeals must be received by email within 5 working days from the receipt of his/her assessment results.

**Related Policy & Procedure:**

Malpractice and Maladministration Procedure

## Request for Appeal

---

Name .....

Assessor's Name .....

Date of Assessment .....

Assessment Code .....

Type of Assessment .....

Discipline .....

Appeal Details

**I have read and understood all of the Appeals Procedure and Additional Note**

**NB Please enclose all assessment evidence including video (if a practical assessment)**

Signature ..... Date .....

## Plagiarism Policy

---

### 1. Purpose

This policy applies to all learners of YMCA® Fitness Industry Training (YMCAfit).

YMCAfit is committed to ensuring all learners are held to the same high standards of learning. We endeavour to seek out any learner who is not producing their own work.

**The aim of this policy is to:**

- Clearly outline the meaning of plagiarism
- Ensure that all learners are aware of the consequences of plagiarising others' work
- Ensure that appropriate training is available to all tutors/assessors in order to prevent plagiarism and to how to act if it is suspected.

### 2. Policy

Plagiarism means claiming work to be one's own, when it has been copied from someone else (or another source). All the work one submits must be their own and not copied from anyone else, unless they clearly reference the source of information (e.g. quote from a book- which would need the title of the book, the author and the page number).

### 3. Procedure

If it is discovered that evidence a learner has submitted has been copied from elsewhere, it will not be accepted and the learner may be subject to a disciplinary procedure. If this happens, the learner will have to submit an additional piece of work for assessment or they may be disqualified from continuing with the course.

The learner may be asked by the Assessor to complete part of the assessment by hand and/or be orally questioned to confirm their knowledge, reliability and authenticity of their work.

### Related Policy & Procedure:

Learner disciplinary procedure

Malpractice and Maladministration Procedure

## Complaints Procedure

---

### 1. Purpose

This procedure applies to all students of YMCA® Fitness Industry Training (YMCAfit) who wish to complain about the service. Please note: if your complaint relates to a specific assessment, please refer to the specific Appeals Procedure.

YMCAfit strives to achieve the highest quality learning opportunities and services. The following Complaints Procedure outlines the action which may be taken. This reflects YMCA Fitness Industry Training's commitment to provide a fully comprehensive and student centred service.

YMCAfit takes the view that complaints provide valuable feedback so that we can improve our service. In this sense, complaints are welcome and you should not feel concerned that there will be negative consequences.

At the same time if you are especially pleased with the service you have been provided with, we welcome these comments too.

### 2. Procedure

**Informal** (immediately/ while on course)

You can contact your tutor, assessor or relevant department manager who is under instruction from YMCAfit to ensure that concerns or ideas are dealt with fairly and quickly. They will take into account all relevant facts and use their discretion to resolve matters with due sensitivity.

Notes will be taken in relation to this informal discussion and kept at the office in case of further investigation.

If you do not feel comfortable discussing your complaint with your tutor/assessor OR you are dissatisfied with the outcome of this informal stage, you should proceed to stage 2.

**Stage 1** (within 30 days of the end of the course)

You can write to the Service Delivery Manager at YMCA Fitness Industry Training, 111 Great Russell Street, London, WC1B 3NP or send an email to [YMCAfit.feedback@YMCA.co.uk](mailto:YMCAfit.feedback@YMCA.co.uk)

The information needs to include

- a) Your name, address and course type
- b) A description of your concern or complaint
- c) Ideas about what YMCAfit should do to put things right

After you have made your complaint you will receive written acknowledgement within five working days. Your complaint will be fully investigated. You will receive a written response within a month of how the complaint has or will be resolved.

Each complaint is handled individually based on the information received in the letter and will be resolved using this criteria too.

You may make an anonymous complaint, however, it may not be possible to investigate fully and we would be unable to respond personally.

If you are dissatisfied with the outcome you should proceed to stage 2.

**Stage 2** (within 30 days of response to Stage 1)

You can write to the Operations Director at YMCA Fitness Industry Training, 111 Great Russell Street, London, WC1B 3NP.

The information needs to include

- a) A copy of the correspondence thus far
- b) Your reasons for appealing

After you have made your complaint you will receive written acknowledgement within seven working days. Your complaint will be fully investigated. You will receive a written response within twenty-eight days.

**Comments**

YMCAfit would be very pleased to receive praise or suggestions for how things can be improved. These should be sent to the Service Delivery Manager, whose details are set out in Stage 1 of this procedure.

## Malpractice and Maladministration Procedure

---

### 1. Purpose:

YMCA Fitness Industry Training will investigate instances of alleged or suspected malpractice and will take appropriate action to maintain the integrity of the training and qualifications delivered.

**Malpractice** is defined as any deliberate activity, neglect, default or other practice that compromises:

- The integrity of the assessment process
- The integrity of the regulated qualification
- The validity of the certificates
- The reputation or credibility of YMCAfit and of the awarding organisation

**Maladministration** is any activity, neglect, default or other practice in the centre not complying with the specified requirements for delivery of units and qualifications.

### 2. Policy:

YMCAfit, via its Internal Quality Assurance Strategy will ensure the ongoing implementation and review of Malpractice/Maladministration policies and procedures in compliance with the regulations of the relevant awarding organisation.

YMCAfit reserves the right to withdraw candidates in the event of an alleged or suspected occurrence of malpractice/maladministration arising on the part of learners, staff, or others involved in the delivery of a qualification. To ensure that the Awarding Organisation is kept fully informed, YMCAfit is responsible for the following:

- Complying with published awarding organisation malpractice procedures.
- Taking responsible steps to prevent malpractice/maladministration from arising.
- Advising candidates of the awarding organisation's policy on malpractice/maladministration during their induction.
- Implementing systems and procedures for recording all suspected instances of candidate malpractice and making this information available to the awarding organisation during quality assurance activities on site and/or on request.
- Being vigilant to possible instances of malpractice and maladministration.
- Notify the awarding organisation of any incidents of malpractice/maladministration as required by the awarding organisation's policies.
- Assisting with any awarding organisation requests for information.
- Co-operating with awarding organisation malpractice/maladministration investigations.
- Carry out investigations of malpractice under the guidance of the awarding organisation.
- Implementing any actions required during and after investigation into a case of malpractice.
- Taking action required to prevent the recurrence of malpractice/maladministration.

### 3. Example of learner malpractice could include:

- Non-compliance in observing the mandatory rules of conduct during an assessment, resulting in fraudulent claims for certification

- Replication of another learner's work in either the practical, theoretical or portfolio aspect of assessment, resulting in fraudulent claims for assessment (this can include plagiarism, collusion, impersonation, copying)
- Misconduct (learner behaviour such as offensive, obscene or discriminatory material; disruptive language or behaviour causing a disturbance; use of unauthorised aids such as mobile phones, MP3 players etc. during assessment)

Where an issue of misconduct occurs and is discovered or reported the following action will be taken:

- The invigilator/centre contact is empowered to expel a learner from the assessment room.
- The expelled learner's assessment paper must be securely retrained and a report filed to the Regional Manager.
- The report and assessment record must be made available for submission to the awarding organisation and the regulatory authority upon request.
- If any of the rules of external assessment are deemed to have been broken by a learner, Invigilator or other person involved in the assessment process then the assessment may be declared void by the awarding organisation.

#### **4. Malpractice Procedures (Internal):**

Where an issue of malpractice occurs and is discovered or reported the following action will be taken:

- YMCAfit will investigate the suspected case of malpractice.
- YMCAfit will report significant cases of malpractice automatically to the awarding organisation.
- YMCAfit will assist the awarding organisation with any further investigations of malpractice and agree appropriate remedial action if there is evidence that certificates may be invalid.
- Failure to comply with the regulations of the awarding organisation may result in the withdrawal of centre status and the refusal of any further certificates and the future registration of learners.

#### **5. Malpractice Investigations:**

- The objective of an investigation is to establish the facts relating to allegations/complaints in order to determine whether any irregularities have occurred.
- All relevant evidence will be considered without bias
- YMCAfit will also investigate allegations made by whistle blowers and anonymous informants.

*Please note: allegations made by a whistle blower or anonymous informant must be made within three months of the alleged event taking place. This is to ensure the integrity of any relevant evidence is protected as far as possible, to allow for the fullest investigation to take place.*

- Investigations will be carried out by the Service Delivery Manager and Panel or in their absence the Head of YMCAfit

- Conclusions will be based on established evidence. A course of proposed actions will be identified, agreed, implemented and monitored.

**Related Policy & Procedure:**

Complaints Procedure

Learner Disciplinary Procedure

Plagiarism Policy

Terms and Conditions

Teaching and Learning Agreement.

## Diversity, Equality and Inclusion Policy

---

### 1. Policy

YMCA Fitness Industry Training (YMCAfit) is committed to encouraging diversity and reducing discrimination and accepts the spirit and intention of the various legislation, regulations and codes of practice which separately and collectively outlaw certain kinds of discrimination in selection, recruitment, induction, and programme delivery.

The YMCAfit aims to ensure that learners/students are truly representative of all sections of society and that every student feels respected and able to give their best.

The YMCAfit undertakes to ensure equality of treatment for all and aims to:

- a) Ensure no student is discriminated against or receives less favourable treatment on the grounds of gender, gender re-assignment, age, marital status, race, ethnic origin, colour, nationality, disability, sexual orientation, religion or social status unless it is a requirement of the qualification;
- b) Ensure awareness is raised around issues of diversity; and
- c) Acknowledge any issues of discrimination that are brought to the attention of management ensuring they are investigated and rectified promptly and sensitively using an appropriate procedure.

### 2. Definitions

For the purposes of this policy the YMCAfit has adopted the following definitions:

- a) Diversity means recognising, valuing and taking account of people's different backgrounds, knowledge, skills and experiences, and encouraging and using those differences to make the way we work and learn more creative, efficient and innovative.
- b) Direct discrimination is treating a person less favourably than others due to their age, colour, creed, disability, marital status, race, religion, sexuality, social status etc.
- c) Indirect discrimination is the applying of a requirement or condition, which, although applied equally to everyone, is such that a considerably smaller proportion of a particular group can comply with it and it cannot be justified.

### 3. Roles & Responsibilities

It is the responsibility of every individual to eliminate discrimination and to ensure the practical application of this policy.

YMCAfit has a responsibility to:

- Create an environment in which individual differences and the contributions of all learners/students are recognised and valued;
- Ensure every student learns in an environment that promotes dignity and respect to all and that no form of intimidation, bullying or harassment will be tolerated;
- Review and amend all practices and procedures to ensure fairness;
- Promote equality in the learning environment; and
- Ensure that any breaches of this policy and procedure are dealt with appropriately.

Learners/students need to ensure that they accept personal responsibility for the application of this policy. They are also responsible for bringing to the attention of teaching staff any examples of discrimination of which they become aware.

Guidance Assessors/Tutors need to ensure that good practice in the area of equality of opportunity is applied within their area of control; and that all their learners/students are aware of the YMCAfit's policies in this area.

#### 4. Procedure

- a) Learners/students who are aware of discrimination of any kind or consider that they are being discriminated against should in the first instance consider whether it may be appropriate to raise their issue informally with the alleged discriminator, who may not be aware that their behaviour is causing offence.
- b) Where it is not appropriate for an approach to be made to the alleged discriminator, or the student is unwilling to do this, they should consider to whom they should highlight their issue. In most cases it is envisaged this would be their guidance assessor/tutor. Where their guidance assessor/tutor is implicated in their concerns, they should approach their guidance assessor/tutor's line manager or a member of the HR Department.
- c) The manager with whom the matter is raised will either investigate the concerns raised or refer the matter, wherever possible with the agreement of the employee concerned, to a more appropriate manager. Whenever allegations of discrimination are made the manager must inform the HR Department.
- d) Once the matter has been investigated the student who has alleged discrimination will be informed of the action taken and, where appropriate, the outcome. It may not be appropriate to give details of any disciplinary sanctions applied.
- e) Where learners/students are not happy about the action taken they may appeal, within seven working days, to the Internal Quality Assurance Manager, who will appoint an appropriate senior manager to review their concerns. The outcome of this review will be final.

#### Related Policy & Procedure:

See Central YMCA policy for operational responsibilities. It may be appropriate to use this in conjunction with other policies and procedures.

## Terms & Conditions (Customer Contract)

---

Definitions: Service Provider = "we", "us" or "our"; Customer = "you"; YMCA Fitness Industry Training = "YMCAFIT"

### 1. Introduction

- 1.1 These Terms and Conditions apply to any bookings a student makes with YMCA Fitness Industry Training. By booking a course, the student agrees that these Terms and Conditions shall apply in full to the delivery of the course by YMCA Fitness Industry Training and that they form part of the contract between the student and YMCA Fitness Industry Training.
- 1.2 No variation of these Terms and Conditions shall apply unless confirmed in writing by or on behalf of the Central YMCA Operations Director. These Terms & Conditions are subject to change at the discretion of YMCA Fitness Industry Training.
- 1.3 When a student is accessing subsidised training through a funded project or scheme, all Terms & Conditions will apply (except for terms regarding initial payment for the course). Depending on the type of funding accessed additional Terms & Conditions may apply; please refer to the relevant sections below.

### 2. Bookings & payment

- 2.1 All bookings will always be processed on a first come, first served basis.
- 2.2 Full payment, direct debit payment plan or an approved Advance Learner Loan application is required at time of booking. Direct debit and Advanced Learner Loan payment plans include a legally binding commitment to pay the outstanding balance.
- 2.3 Deposits are only refundable if a booking is cancelled during the 14 days cooling off period or on full achievement of the qualification under an Advance Learner Loan payment plan.
- 2.4 A direct debit instalment payment plan is available for some YMCA Fitness Industry Training courses. Additional Terms & Conditions are as follows: Once a direct debit instalment plan is set up the student is required to complete all payments even if they are unable to attend the course. If the booking is cancelled for any reason, the financial service administration fee charged will still be due and not be refunded. Failure to pay on time may result in the booking being cancelled and all payments made to date will be forfeited without liability on behalf of YMCA Fitness Industry training. Certificates will not be issued unless all fees have been paid in full.
- 2.5 All course bookings will be confirmed by YMCA Fitness Industry Training by email. The student has the right to cancel the course booking and obtain a refund of all fees paid to date if the student informs us within 14 days of the booking that they wish to cancel, this is known as the cooling off period. Cancellations during the cooling off period can be made by phone, post or email. Phone: 0207 343 1850, Email: [ymcafit.bookings@ymca.co.uk](mailto:ymcafit.bookings@ymca.co.uk) , Post: YMCAfit, 111 Great Russell Street, London WC1B 3NP. A refund will be issued with up to £50 being retained until all course materials provided have been returned in good condition. Return course materials

to; The Sales Team, 111 Great Russell Street, London WC1B 3NP (include with your Full Name, Address and Student Number).

- 2.6 Where the first day of a course is before the last day of the 14 day cooling off period, the option to cancel will no longer be available, regardless whether attendance on the course is made or not. See point 4.4.
- 2.7 Details of all charges are set out in our Summary of Charges at the foot of these Terms & Conditions.
- 2.8 Post and packaging for course materials sent outside of the UK will be charged to the student.
- 2.9 All payments due to YMCA Fitness Industry Training shall be made without any deduction whether by way of set-off, counterclaim, discount, abatement, bank charges or otherwise.
- 2.10 No payments will be deemed to be made until YMCA Fitness Industry Training receives full payment in cleared funds.
- 2.11 Where YMCA Fitness Industry Training issues a Course Credit Note this must be used within 12 months to book a new course after this period the Course Credit Note will no longer be valid. Course Credit Notes have no monetary value and cannot be exchanged for cash.
- 2.12 Students must raise any billing/receipt queries via email with YMCA Fitness Industry Training within 2 months of their course start date. Any queries relating to invoices, receipts, etc. from bookings older than 2 months will result in an administration charge as YMCA Fitness Industry Training maintains a data archival process to optimize the performance of their databases.

#### Advanced Learner Loans Funding Only

- 2.13 Students are responsible for the completion of all paperwork in regards to the Advanced Learner Loan. A loan must be approved, survey completed and all associated information provided a maximum of 14 days after booking the course. Failure to do so will result in the loss of the course booking and deposit will be forfeit.
- 2.14 Students will be required to pay a deposit which, depending on the amount of funding received, may be refundable upon achievement of the full qualification.
- 2.15 In the event that funding does not cover the full course cost, the student is required to pay the difference.
- 2.16 Students may not cancel their course booking after the 14 day cooling off period; in the event that a student cancels their student loan agreement with the Student Loans Company the student is liable to pay any outstanding fees.
- 2.17 Students are required to achieve the full qualification, including evidence of all prerequisites where appropriate, within the funding end date. The end date will be specified within your Loan and Information Funding letter. YMCA Fitness Industry Training cannot guarantee that students who complete qualifications outside of this timeframe will be eligible for certification.

### Adult Education Budget Funding Only

- 2.18 Students are responsible for the completion of all paperwork in regards to the Adult Education Budget. Funding must be approved and all associated information provided a maximum of 14 days after booking the course.
- 2.19 Co-Funded Applications – If application forms are not completed and returned within 14 days after booking, funding cannot be guaranteed. The Student will remain liable for the full course fees.
- 2.20 Fully Funded Applications – If applications forms are not completed and returned within 14 days after booking, funding cannot be guaranteed. Failure to complete the necessary paperwork will result in either full payment being requested or the loss of the course booking and deposit will be forfeit.
- 2.21 Students will be required to pay a deposit which, depending on the amount of funding received, will determine the amount refundable upon achievement of the full qualification.
- 2.22 In the event that funding does not cover the full course cost, the student is required to pay the difference.
- 2.23 Students are required to achieve the full qualification, including evidence of all prerequisites where appropriate, within the funding end date. The end date will be specified within your funding confirmation. YMCA Fitness Industry Training cannot guarantee that students who complete qualifications outside of this timeframe will be eligible for certification.

### 3. Delivery of the course

- 3.1 Dates, times and locations for courses are accurate at the time of booking; however YMCA Fitness Industry Training reserves the right to alter times, dates or locations if circumstances dictate.
- 3.2 The student is responsible for arranging their own accommodation and any transportation to and from the agreed location as indicated on their booking confirmation.
- 3.3 Venue membership is not included in the course fees. Students should consult the confirmation e-mail regarding the policy on usage.
- 3.4 If students are unavailable when course materials are delivered to the address provided and they are not collected from the local depot an additional distribution fee may be charged.

### 4. Cancellation

- 4.1 No refunds will be given for any cancellations made by the student outside of the 14 day cooling off period.

- 4.2 Cancellations outside of the cooling off period either by way of nonattendance or partial attendance the student will remain liable for all outstanding course fees. Where a cancellation occurs due to non-attendance – see 4.4, all fees paid to date will be forfeit and any outstanding balances being passed to the YMCA Fitness Industry Training’s debt recovery department for collection. YMCAfit’s debt recovery department will employ the services and share appropriate information about you to debt recovery agencies and partners. The student will remain liable for the full amount of the course fees and may be liable for any additional debt recovery costs.
- 4.3 In the unlikely event that YMCA Fitness Industry Training has to cancel a course they will offer the student a choice of alternative dates for the same course. Transportation and accommodation costs will not be covered. We recommend that where students book transport or accommodation in advance that they maintain an option to cancel without financial penalty.
- 4.4 Where a student fails to attend 100% of a course for any reason, YMCA Fitness Industry Training reserves the right to cancel the student from the course, resulting in all fees paid to date being forfeited and any outstanding balances being passed to the YMCA Fitness Industry Training’s debt recovery department for collection. YMCAfit’s debt recovery department will employ the services and share appropriate information about you to debt recovery agencies and partners. The student will remain liable for the full amount of the course fees. Specific course requirements are outlined in marketing material and in the booking confirmation information.

## 5. Transfers

- 5.1 The student must notify YMCA Fitness Industry Training in writing or email if they wish to transfer their original booking to an alternative date (except for assessment transfers which can be requested by telephone). All transfers up to 28 days before the course start date will be subject to a transfer fee. If a transfer is requested less than 28 days before the start date of a course, YMCA Fitness Industry Training will not transfer the booking.

- 5.2 A transfer can be made once only.

## 6. Examination/assessment referrals

- 6.1 YMCA Fitness Industry Training are not obliged to refund any fees or offer an alternative date if a student fails to attend an exam.
- 6.2 If a student refers or cancels an assessment or exam they will be charged the current rate for re-booking. It is the student’s responsibility to re-book their assessment or exam and the booking will not be taken until full payment has been received.
- 6.3 If the conditions of a practical assessment are not complied with by the student they may not be assessed. Assessment instructions are given on the course.
- 6.4 Transfers from assessments are treated in the same way as courses (see clauses 4 and 5)

## 7. Certificates

- 7.1 Certificates will be issued with the name supplied on the application form and/or confirmed in the confirmation email. It is the student's responsibility to ensure that the information held by YMCA Fitness Industry Training is correct.
- 7.2 Certificates will not be issued unless all fees have been paid in full and all requested documents have been received including all outstanding direct debit payments.
- 7.3 All certificates produced by an Awarding Organisation will be sent via Recorded Delivery (unless expressly requested otherwise by the student) and a signature will be required.
- 7.4 Certificates produced by YMCA Fitness Industry Training will be sent by email. Students may request a hard copy of their certificate at an additional cost.
- 7.5 Replacement certificates can be obtained at the charge applicable at the date of ordering.

## 8. Responsibilities and liability

- 8.1 YMCA Fitness Industry Training do not guarantee that a student will pass a course or that successfully completing a course will provide a student with anything other than the qualification granted under that course.
- 8.2 YMCA Fitness Industry Training shall not be liable for any loss, damages, costs, claims, demands, expenses or liabilities of whatsoever nature arising out of the delivery of the course to a student as a result of their act or omission including but not limited to the following:
  - I. The student's failure to follow any oral or written instructions or recommendations in relation to the course/assessment.
  - II. The student supplies to YMCA Fitness Industry Training any information that is inaccurate, false, misleading or out-of-date.
- 8.3 Any loss or damage to any personal items and valuables which the student brings to a course. Except in respect of death or personal injury caused by YMCA Fitness Industry Training's negligence or the negligence of their tutors, YMCA Fitness Industry Training shall not be liable to the student by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of these Terms and Conditions, for any loss of profit, pure economic loss, loss of business, depletion of goodwill or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by YMCA Fitness Industry Training tutors, employees, agents or sub-contractors) which arise out of or in connection with the delivery of the course/assessment or the student's participation in it and use of its qualification by them.
- 8.4 YMCA Fitness Industry Training's entire liability to the student under or in connection with these Terms and Conditions shall not exceed the amount equal to the fees paid by them.

## 9. Data protection

- 9.1 It is YMCA Fitness Industry Training's policy to respect the privacy of its students. In order to support students' learning, they will disclose students' details and information to the tutor(s) delivering the course and also any funding/training partners specific to the student's course but they will not disclose the details and information provided by the student to any other third party without their consent unless:
- I. they are specifically required to do so by law;
  - II. it is in response to a valid, legal request by a law enforcement or governmental authority.
- 9.2 By making a booking, the student acknowledges and consents that YMCA Fitness Industry Training may store and process their personal details and information (for example their name, address, telephone number, email address and disclosed medical conditions/learning needs) in accordance with any relevant data protection legislation and that they may use this information for the purposes outlined in these Terms and Conditions. YMCA Fitness Industry Training maintain databases of their students both manually and electronically. They use this information from time to time for mailing information about the services that they offer. They always ensure, however, that they handle data about their students in accordance with the provisions of the *Data Protection Act 2018*. If, at any time, a student does not wish YMCA Fitness industry Training to provide them with this information or to retain their personal details on the database then please inform YMCA Fitness Industry in writing.

## 10. Ownership of course materials

- 10.1 All intellectual property rights in course materials are owned by YMCA Fitness Industry Training. The student agrees not to replicate, alter, modify or distribute the materials or do anything which would infringe upon any rights. For the avoidance of doubt **'intellectual property rights'** shall mean any patents, design rights, trademarks, service marks (in each case whether registered or not), applications or rights to apply for any of the foregoing, database rights, know-how, trade or business names, rights in confidential information, goodwill and other similar rights existing in any part of the world.

## 11. Student responsibilities

- 11.1 It is the student's responsibility to ensure that YMCA Fitness Industry Training holds his or her correct personal information. YMCA Fitness Industry Training will not be liable for any errors due to incorrect personal information supplied by the student.
- 11.2 YMCA Fitness Industry Training will offer support to students with individual learning needs and/or disabilities. It is the student's responsibility to inform YMCA Fitness Industry Training of any individual needs at the time of booking so that appropriate support can be provided.

- 11.3 All students must comply with the legislation relevant to the working areas and behave in a manner that does not put him/herself or others at risk. All students must familiarise themselves with Fire Evacuation Procedures. Corridors and stairways, which are provided for the safe passage of people using the venues, should not be obstructed.
- 11.4 All students must comply with the Teaching & Learning Agreement. Any student found guilty of breaching the Agreement will be removed from the programme and all fees paid will be forfeited. If any student's behaviour results in breaches of the law, YMCA Fitness Industry Training reserves the right to involve the police and to prosecute the individual(s) concerned.
- 11.5 Students are required to complete all assessment components for their qualification within one year from the start date of their course. With exception of where a course has been funded with an Adult Learning Loan (ref: 2.16). YMCA Fitness Industry Training cannot guarantee that students who complete qualifications outside of this timeframe will be eligible for certification.

## 12. General

- 12.1 Any notice required under these Terms and Conditions or by statute, law or regulation shall (unless otherwise provided) be in writing and delivered in person, sent by facsimile or registered mail or sent by email or facsimile to the respective parties address as set out on the application form or as each party may from time to time designate by notice hereunder. Any such notice shall be considered to have been given on the first working day of actual delivery or sending by facsimile or email or in any event within two working days after it was posted in the manner herein before provided.
- 12.2 References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- 12.3 Failure or delay by YMCA Fitness Industry Training in enforcing or partially enforcing any provision of these Terms and Conditions shall not be construed as a waiver of any of its rights under these Terms and Conditions. No waiver of any of these Terms and Conditions by either party shall be deemed to be a further or continuing waiver of any subsequent breach of that term or condition or any other term or condition.
- 12.4 The student shall not be entitled to assign or sub-licence or part with possession of any of their rights or liabilities hereunder. YMCA Fitness Industry Training shall be free to sub-contract the performance of all or part of its obligations hereunder.
- 12.5 A person who is not party to the contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Terms and Conditions.
- 12.6 These Terms and Conditions and any disputes or claims arising out of or in connection with their subject matter are governed by and construed in accordance with the law of England. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions.

12.7 © YMCAfit 2017 is part of Central Young Men’s Christian Association. Registered charity No. 213121. Limited company registered in England 119249. Registered office: 112 Great Russell Street, London WC1B 3NQ. YMCA® is a trademark registered in Great Britain and Northern Ireland. ISO9001 accredited.

12.8 Receipt of this email by the holder shall constitute acceptance of and agreement to all of the terms and conditions contained herein.

### Additional Charges Price List (if applicable)

#### Transfer charges

Notice period	Transfer charge	
Up to 28 days before course begins	One Day Course	£25
	Two Day Course	£75
	Three Day Course	£125
	Four Day Course	£175
	Five to Six Day Course	£225
	Seven to Eleven Day Course	£250
	Twelve to Seventeen Day Course	£300
	Eighteen to Twenty Eight Day Course	£325
	Twenty Eight Day Plus	£350

#### Replacement certificate charges

Type of certificate	Fee
YMCA Fitness Industry Training	Replacement Certificate by Email: £10.00 Printed Copy of email CPD Certificate: £10.00 Re-sending of a Returned Certificate: £5.00 Replacement of Printed Certificate: £20.00
Awarding Organisation Certificates	£40.00

#### Additional resources & courses charges

Additional Resources & Courses	Fee
Resources In Advance	£10.00 (UK only) per manual
Replacement Resources	Cost of resources and postage
Replacement Music CD	£10.00
STOTT PILATES® Private – 1 hour	£60.00

<b>One to One Tutor Session - 1 hour</b>	<b>£40.00</b>
<b>Administrative Letter</b>	<b>£20.00</b>
<b>Additional Access to eLearning</b>	<b>£10 per month/ £50 for 6 months</b>

#### Assessment fees

Component	Fee
<b>Theory Paper Re-sit</b>	<b>£40.00</b>
<b>Theory Paper Re-sit (two papers sat together)</b>	<b>£60.00</b>
<b>Theory Revision Workshop Day including Theory Paper</b>	<b>£80.00</b>
<b>Theory Revision Workshop Day</b>	<b>£40.00</b>
<b>Re-Marking/Amendment Fees for: Worksheets Planning Case Study Viva (including telephone)</b>	<b>£25.00</b>
<b>Viva (not including telephone)</b>	<b>£40.00</b>
<b>Amended Viva including Telephone Viva</b>	<b>£25.00</b>
<b>Deferred or Resit Practical Assessment or Video Assessment</b>	<b>£100.00</b>
<b>Client Lifestyle/Fitness Testing Assessment <u>£ per test</u></b>	<b>£25.00 per unit (Max. £100.00)</b>
<b>Advanced Training Unit Assessment</b>	<b>£25.00 per unit (Max. £100.00)</b>
<b>Continuous (body weight) Assessment</b>	<b>£50.00</b>