



# **YMCAfit Terms and Conditions and Student Handbook**

---

## Contents

---

Safeguarding, Prevent and British Values	page 3
Information, Advice and Guidance Statement	page 5
Appeals Procedure	page 7
Plagiarism Policy	page 10
Complaints Procedure	page 11
Malpractice and Maladministration	page 13
Diversity, Equality, and Inclusion Policy	page 16
Terms and Conditions	page 18

© 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.

## Safeguarding, Prevent and British Values

YMCAfit recognises the importance of providing an ethos and environment that will help learners to feel safe, secure, and respected; encourage them to talk openly; and enable them to feel confident that they will be listened to. We are alert to the signs of abuse and neglect and follow our Safeguarding procedures to ensure that learners receive effective support, protection, and justice. This policy also covers the safe use of computer, email, and internet.

### Safeguarding:

YMCAfit is committed to safeguarding and promoting the welfare of all learners including young people and vulnerable adults, in line with 'Keeping Children Safe in Education' guidance (2017). We also recognise that we have a duty to help employers, staff, and learners to identify their responsibilities. We do this by offering guidance, support, and training.

If you are having trouble at work, at home, during your training with YMCAfit, or anywhere else, do not hesitate to contact your Course Tutor, Learning Support Tutor, or any other member of staff.

### Prevent and British Values:

The Prevent strategy, published by the Government in 2011, is part of the overall counter-terrorism strategy, CONTEST. The aim of the Prevent strategy is to reduce the threat to the UK from terrorism by stopping people becoming terrorists or supporting terrorism. In the Act this has simply been expressed as the need to "prevent people from being drawn into terrorism." This became law in 2015.

YMCAfit considers Prevent to be one of the foremost important challenges we experience in training and education. We expect our learners to engage fully and actively with this strategy and in return we will provide training, based on the four British Values to help them to develop the skills and knowledge they need.

### Useful external contacts:

What can they help with?	National Organisation	Telephone	Website
Racial Equality, Disability Rights, Equal Opportunities	Equality & Human Rights Commission	0808 800 0082	<a href="http://www.equalityhumanrights.com">www.equalityhumanrights.com</a>
Dyslexia	British Dyslexia Association	0333 405 4555	<a href="http://www.bdadyslexia.org.uk">www.bdadyslexia.org.uk</a>
Health & Safety	HSE	0300 003 1747	<a href="http://www.HSE.gov.uk">www.HSE.gov.uk</a>
Citizens' Advice	Citizens Advice Bureau	03444 111 444	<a href="http://www.citizensadvice.org.uk">www.citizensadvice.org.uk</a>
Employment rights	ACAS	0300 123 1100	<a href="http://www.acas.org.uk">www.acas.org.uk</a>
Student Finance	Gov.uk		<a href="https://www.gov.uk/student-finance/extra-help">https://www.gov.uk/student-finance/extra-help</a>

Careers Advice	National Careers Service	0800 100 900	<a href="https://nationalcareersservice.direct.gov.uk">https://nationalcareersservice.direct.gov.uk</a>
Victims of Crime	Victim Support	0808 16 89 11	<a href="http://www.victimsupport.org.uk">www.victimsupport.org.uk</a>
NHS 111 Service	NHS 111	111	<a href="http://www.nhs.uk">www.nhs.uk</a>
Drug related matters	National Drugs Helpline	0300 123 6600	<a href="http://www.talktofrank.com">www.talktofrank.com</a>
Smoking	NHS Smoking Helpline		<a href="http://www.smokefree.nhs.uk">www.smokefree.nhs.uk</a>
Emotional Support	Samaritans	116 123	<a href="http://www.samaritans.org">www.samaritans.org</a>
Alcohol Abuse	Drinkaware	020 7766 9900	<a href="http://www.drinkaware.co.uk">www.drinkaware.co.uk</a>
Rape Victims	Rape Crisis	0808 802 9999	<a href="http://www.rapecrisis.org.uk">www.rapecrisis.org.uk</a>
Sexual Health	Department of Health/NHS		<a href="http://www.condomessentialwear.co.uk">www.condomessentialwear.co.uk</a>
Anti-Terrorism Hotline	Gov.uk	0800 789 321 or 999 if an immediate threat	<a href="http://www.gov.uk/report-terrorism">www.gov.uk/report-terrorism</a> <a href="https://act.campaign.gov.uk/">https://act.campaign.gov.uk/</a>
Child Protection Concerns	Childline	0800 1111	<a href="http://www.childline.org.uk">www.childline.org.uk</a>
Online Safety Concerns	Child Exploitation Online Protection (CEOP)	0800 1111 (Childline)	<a href="http://www.CEOP.police.uk">www.CEOP.police.uk</a>
Concerns for children (under 18)	NSPCC	0808 8005000	<a href="http://www.NSPCC.org.uk">www.NSPCC.org.uk</a>

## 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, career 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 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: 0203 994 9550 option 1

Email [YMCAfit Sales Advisors](#)

A range of open evenings at venues across the country.

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

Telephone 0203 994 9550 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 us by email. [YMCAfit Feedback](#) , giving as much detail as possible. You will receive an initial response within five working days. A copy of our complaint's 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

The 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 to be successfully recognised:

- All appeals must be 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 Internal Quality Assurance 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 Internal Quality Assurance 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 assessment appeal, the practical component of an assessment will be assessed via video submission only.
- The panel should ensure it has all 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 on the services of 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 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 receipt of his/her assessment results.

**Related Policy & Procedure:**

Malpractice and Maladministration Procedure

Please complete this form and post/email to the address provided above:

Student Name	
Assessor Name	
Date of Assessment	
Assessment Code	
Type of Assessment	
Qualification	
Appeal Details	
<b>I have read and understood the Appeals Procedure and Additional Note NB Please enclose all assessment evidence including video (if a practical assessment)</b>	
Signed	
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 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 consider 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 Learning Support and Administration 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 about 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 these 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 Head of YMCAfit 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 pleased to receive praise or suggestions for how things can be improved. These should be sent to the Learning Support and Administration 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 the 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 about 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 retained, and a report filed with 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 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 of 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 diverse 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 application of a requirement or condition, which, although applied equally to everyone, is such that a 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 practices and procedures to ensure fairness
- Promote equality in the learning environment
- 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 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 the 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" "student"; 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 the time of the 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. A refund will be issued with up to £50 being retained to cover the cost of any hard copy resources provided.

- 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 of 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 the paperwork regarding the Advanced Learner Loan. A loan must be approved on-boarding process 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 the achievement of the full qualification.
- 2.15 Where 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; if a student cancels their student loan agreement with the Student Loans Company the student remains liable to pay any outstanding fees.
- 2.17 Students are required to actively engage in learning activities regularly throughout the programme as detailed in the Engagement and Progression Agreement and goals set in the Personal Study Plan.
- 2.18 Students are required to immediately inform YMCAfit where they require a break in learning and/or where they experience barriers in meeting the goals and deadlines set.
- 2.19 Where learning activity and progression cannot be evidenced, the student will be withdrawn from the qualification.

- 2.20 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

- 2.21 Students are responsible for the completion of all paperwork regarding the Adult Education Budget. Funding must be approved, and all associated information provided for a maximum of 14 days after booking the course.
- 2.22 Co-Funded Applications – If application forms are not completed and returned within 14 days of the booking, funding cannot be guaranteed. The student will remain liable for the full course fees.
- 2.23 Fully Funded Applications – If application forms are not completed and returned within 14 days of the 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.
- 2.24 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.
- 2.25 If the level of funding does not cover the full course cost, the student is required to pay the difference.
- 2.26 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 YMCA Fitness Industry Training reserve the right to change or adapt the mode of delivery, from that outlined in your course confirmation email, if circumstances dictate. All students will be required to continue their learner journey via the adapted mode provided. Alternative options will not be offered.
- 3.3 The student is responsible for arranging their own accommodation and any transportation to and from the agreed location as indicated on their booking confirmation.

- 3.4 Venue membership is not included in the course fees. Students should consult the confirmation e-mail regarding the policy on usage. The venue retains the right to revoke the use of the facilities, outside of the needs of the course, at any time and without notice.
- 3.5 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 with 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 If YMCA Fitness Industry Training cancels or postpones a course, they will offer the student a choice of alternative dates and methods of delivery for the same qualification. 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 with 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 by email if they wish to transfer their original booking to an alternative date.
- 5.2 All transfers up to 28 days before the course start date will be subject to a transfer fee (see additional charges price list).
- 5.3 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.
- 5.4 If a student has a medical condition that prevents them from attending a course or if the student has tested positive for COVID-19, the student can apply for a transfer outside of point 5.2. A transfer to a later date is not guaranteed and all applications are reviewed on their own merits and will be subject to a transfer fee (see additional charges price list).
- 5.5 A transfer can be made only once.

## 6. Examinations and Assessments

- 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 STOTT PILATES® practical assessments and examinations must be taken within 6 months of the last day of the course. Refunds will not be issued where a student fails to complete the practical assessment and examination within the 6-month period with YMCAfit.
- 6.3 Where a student completes the practical assessment and examination with a different Learning Training Centre, the student remains liable to pay the fee charged by their chosen Learning Training Centre. No refund will be provided for the practical assessment fee.
- 6.4 If a student refers or cancels an assessment or exam, they will be charged the current rate for re-booking. It is the students' responsibility to re-book their assessment or exam and the booking will not be made until full payment has been received.
- 6.5 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.
- 6.6 Examination and Assessment 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 students' responsibility to ensure that the information held by YMCA Fitness Industry Training is correct.
- 7.2 All certificates produced by an Awarding Organisation will be provided in a digital format. Access will be provided via the Awarding Organisations' online portal. Students may request a hard copy of their certificate, from the Awarding Organisation, at an additional cost. Replacement certificates can be obtained, from the Awarding Organisation, at the charge applicable at the time of ordering.
- 7.3 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.
- 7.4 Certificates produced by the YMCA Fitness Industry Training will be sent by email only.
- 7.5 STOTT PILATES® Certificates are issued via email from MERRITHEW™ Head Office based in Toronto, Canada between 6-8 weeks after completing your exam. Replacement certificates can be obtained, from the Awarding Organisation, at the charge applicable at the date of ordering.

## 2 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 because 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 YMCA Fitness Industry Training with 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.

## 8. Data protection

- 9.1 It is the YMCA Fitness Industry Training's policy to respect the privacy of its students. To support students' learning, they will disclose students' details and information to the tutor(s) delivering the course and 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 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 maintains the 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 Training in writing.

## 9. 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, knowledge, trade or business names, rights in confidential information, goodwill and other similar rights existing in any part of the world.

## 10. 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 COVID Protocols and Fire Evacuation Procedures.
- 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. Except for a STOTT PILATES® course (ref 6.2) or 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.

## 11. 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, registered mail, or sent by email 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 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 authority 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 The receipt of this email by the holder shall constitute acceptance of and agreement to all the terms and conditions contained herein.

### **Additional Charges Price List (if applicable)**

#### Transfer charges

Notice period	Transfer charge
<b>Up to 28 days before the course begins</b>	<b>The transfer fee will be 20% of the advertised list price of the course, up to a maximum of £350.00</b>

#### Replacement certificate charges

Type of certificate	Fee
<b>YMCA Fitness Industry Training</b>	<b>Replacement Certificate by Email:           £10.00</b> <b>Re-sending of a Returned Certificate:       £5.00</b>

<b>Awarding Organisation Certificates</b>	<b>See Awarding Organisation fees. Information will be provided upon request.</b>
---	---

#### Additional resources & courses charges

Additional Resources & Courses	Fee
<b>Resources requested in advance</b>	<b>£10.00 (UK only) per manual</b>
<b>Replacement Resources</b>	<b>Cost of resources and postage</b>
<b>STOTT PILATES® Private – 1 hour</b>	<b>£70.00</b>
<b>One to One Tutor Session – 1 hour</b>	<b>£40.00</b>
<b>Administrative Letter</b>	<b>From £50.00</b>
<b>Additional Access to eLearning</b>	<b>£10 per month or £50.00 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>Full Marking:</b>	
<b>Outside of agreed deadlines</b>	<b>From £40.00</b>
<b>Re-submissions as a Result of a Disciplinary e.g. Plagiarism</b>	
<b>Re-Marking/Amendment Fees for:</b> Worksheets Planning Case Study	<b>£25.00</b>
<b>Viva (verbal assessment)</b>	<b>£40.00</b>
<b>Deferred or Re-sit Practical Assessment Includes:</b>	
<b>Client Consultations</b>	<b>£50.00</b>
<b>Summative Practical Assessments</b>	<b>£100.00</b>
<b>Pre-recorded Video Assessments</b>	<b>£100.00</b>
<b>Live Video Conference Assessments</b>	<b>£100.00</b>