

# Terms & Conditions

The purpose of the centre is to provide teaching, encourage learning and promote personal growth and skill acquisition. The journey to accomplishment should be a positive one therefore the centre has set out a number of conditions to protect that aim in its entirety.

## 1) Learner Code of Conduct

The purpose of the centre is to provide teaching, encourage learning and promote personal growth and skill acquisition. The centre embraces diversity and requires consideration, acceptance and courtesy in all behaviour.

The centre expects all staff and learners to show respect for one another in all aspects of their contact. This Code of Conduct includes the Regulations Governing Student Conduct and applies to all learners.

Any breach of the Code of Conduct will be taken seriously and where necessary dealt with through the Disciplinary Procedures. Sanctions against unacceptable behaviour will be applied consistently in the interest of everyone's learning, teaching and social experience.

This Code should underpin all interaction within the centre.

## 2) Expectations (General, Health & Safety)

- a) Learners must follow formal instruction given by staff
- b) All members of the centre should take responsibility for the safety of their personal property, keeping valuables with them at all times. Unattended property will be removed by staff and held by facilities for a maximum of 2 months before being destroyed.
- c) Centre material, furniture and equipment must not be marked, changed or damaged in any way. Learners should report damaged materials, furniture and equipment.
- d) Learners may not bring babies, children (under 18) or visitors onto the centres premises except by special arrangement with the facilities manager. Learners who have been authorised to bring children / visitors onto the centre premises must ensure that they are signed in appropriately at reception and are responsible for ensuring that they comply with the Code of Conduct
- e) If the alarm sounds everyone should leave the building promptly but the nearest exit and follow instructions by staff.
- f) In line with regulation of the English Law, the centre has a No Smoking Policy and in the interest of all, learners wishing to smoke will be required to leave the premises.
- g) All members of the centre are asked to help to keep the environment pleasant by putting rubbish in the bins.
- h) Assistance dogs are the only animals that may be brought onto the centres premises.

## 3) Expectations (Teaching Environment)

In line with the centre core purpose, it is extremely important that the teaching environments allow learner to learn to their fullest potential.

Learners who do not meet these expectations may expect to be asked to leave and may also be subject to disciplinary action.

- a) Sessions should start on time and learner should arrive punctually since late arrivals are disruptive to other participants
- b) Access is not generally allowed after the start of the session. Latecomers may be refused entry, and should leave immediately, if requested. In the event that a learner wishes to leave during a session before its scheduled finished time, the prior agreement of the centre manager should be obtained, except in the case of departure necessitated by reason of illness or other unforeseen circumstance.
- c) No video or tape recording of any session should take place without the permission of the centre manager and other participants.
- d) Learner should not talk amongst themselves whenever anyone is addressing the class as a whole.
- e) Only bottled water, but no other food or drink may be taken into learning environments (unless specific permission is given, where learners have particular medical/dietary requirement, or the room is equipped with amenities)

## Non-exhaustive examples of breaches of the Regulations for Learner conduct

- f) The Disciplinary Procedure may be invoked if a learner is alleged to have committed any action which interferes with the achievement of the centres objectives as stated above, or which adversely affects the safety or well-being of the centre staff and/or learners and/or visitors, or which may bring the centre into disrepute. The following non-exhaustive list sets out examples of such misconduct
- g) Engaging in any conduct which prevents, obstructs or disrupts, or is intended to prevent, obstruct or disrupt:
  - i) Teaching, learning, assessment or research carried out within the centre or on field work or on placement or similar
  - ii) The administration of the centre
  - iii) The discharge of duties or activities by any members of the centre staff or authorised visitor of the centre
- h) Behaviour either on or off centre premises which may bring the centre or any member of the centre into disrepute
- i) Obstructing, or attempting to obstruct, the access of staff, learners or members of the public (entering with the permission of the centre).

- j) Assaulting, sexually harassing or otherwise threatening or insulting any fellow learner, or member of the centre staff or authorised visitor on the centre.
- k) Misusing or damaging any learning materials (including computer misuse or unauthorised use), equipment, furniture, fittings, services, including fire alarms and fire extinguishers or property belonging to or under the control of the centre, or any learners or member of staff of the centre.
- l) Misappropriating any funds or assets of the centre, or of any member of staff or learner of the centre.
- m) Committing a breach of the regulations, rules, policies or codes of practise of the centre (or any part thereof), or disregarding the legitimate instruction of an authorised staff member of the centre.
- n) Invading or abusing, or attempting to invade or abuse, the secrecy, integrity or privacy of any files or confidential material held by the centre, including information held on the centre computer systems.
- o) Failing to comply with a penalty imposed within the terms of the Disciplinary Procedure for learners.

#### 4) Unacceptable Behaviour Policy

The centre recognises that bringing a complaint can be a stressful experience for Learners, but it also has a duty to ensure the safety and well-being of its staff. This policy sets out our approach to the minority of all complainants whose actions or behaviours we consider to be unacceptable

We expect you to use the established procedures and channels of communication to bring and resolve formal complaints, you can expect centre staff involved in your complaint to assist in its resolution in an impartial and fair manner.

We do not expect our staff to tolerate behaviour that we consider to be unacceptable, and will take action to protect our staff from such behaviour. We will, for example, not accept communication that is:

- o Abusive, offensive or defamatory
- o Aggressive, threatening, coercive or intimidating
- o Unreasonably persistent or demanding

If a complainant's behaviour is deemed to be unacceptable, we will explain the reason(s) for this and will ask that the complainant modify their behaviour. If the unacceptable behaviour continues, we will be forced to take action to restrict the complainant's communication with the centre. Any decision on restricting access will be taken by any two of the following senior staff:

- o Training Manager
- o Facilitates Manager
- o Managing Director

The complainant will be issued with a letter that sets out the reasons(s) their behaviour has been deemed unacceptable and the actions we will be taking. Any restrictions imposed will be appropriate and proportionate. The actions we are most likely to consider are:

- o Requesting contact in a particular form (e.g. by letter only)
- o Requiring that contact take place with a single, named individual (e.g. Head of Learner Services)
- o Restricting telephone calls to specific days and times
- o Asking the complainant to appoint a representative to correspond with us
- o Asking the complainant to enter into an agreement about their conduct

Where a complainant behaves unacceptable during a telephone conversation, we may, as a last resort, terminate the call.

Where the behaviour is so extreme that it threatens the immediate safety and welfare of the centre staff or learners, we will consider other options, e.g. reporting the matter to the police or taking legal action. In such cases we may not give the complainant prior warning of that action.

#### 5) Fees and Payments

For learners paying for the course through the centres credit arrangement agreement

- a) A non-refundable booking fee of £50 must be made at the time of application to secure your place on the course. This booking fee along with the first scheduled payment must be made no later than one week before the start date of your course. Following that, the following instalments must be made according to the credit arrangement as agreed.
- b) Requests to withdraw from the course must be made in writing no less than two weeks before the start date of your course in order of the course fees (minus the £50 booking fee) to be refunded. We will not refund money for request received less than one week before the start of your course.
- c) After the course has started we will not refund money for request to withdraw or dropouts for the remainder of the course. The full course fee will be due.
- d) Failure to pay the fees by these deadlines will result in blocked access to the training and where necessary the centre will engage legal advice to pursue outstanding debts.
- e) Administration fees for late payments will be incurred and added to the following instalment.

For learners paying the full course fees

- f) A non-refundable booking fee of £50 must be made at the time of application. The full course fee minus the £50 booking fee must be paid no later than two weeks before the start date of your course.
- g) Requests to withdraw from the course must be made in writing no less than two weeks before the start date of your course in order of the course fees (minus the £50 booking fee) to be refunded. We will not refund money for request



received less than one week before the start of your course.

- h) After the course has started we will not refund money for request to withdraw or dropouts for the remainder of the course. The full course fee will be due.

**6) Course Cancellation**

Our centre operates several intakes in any academic period, and courses are delivered per unit/module dependant on the course curriculum. If a course is cancelled at the start of the first unit/module, learners who have paid will be reimbursed fully.

If the course is cancelled at the start of the 2<sup>nd</sup> or 3<sup>rd</sup> module/ unit learner will be reimbursed in for the course units/modules not yet completed.

**7) Comments, Compliments and Complaints**

Please refer to <http://www.appatraining.me.uk/> for a downloadable form

**8) Marketing**

Please be advised it is normal practise for photos and/or videos to be taken during sessions for the

centres marketing purposes. Images and footage may be used on both/either websites or paper based marketing materials.

Any learner preferring not to have photos, videos, recordings or quotes used in this way should instruct us in writing before the commencement of their course start date.

Following the end of your training, the centre will retain learner details on a secure database for the purposes of administration, market research and mailing, by post or email, of our own publicity material from time to time. Learners can unsubscribe from mailing lists at any time.

**9) Data Protection Policy and Code of Practise**

Please refer to <http://www.appatraining.me.uk/> for a downloadable form