

Candidate Enrolment Form

Please complete both pages of this form and return it to the address overleaf

Remember to enclose your Deposit/Payment

(Cheques should be made payable to YMCA Cambridgeshire & Peterborough)

First name(s):		Date of Birth: / /	
Surname:		Age: <i>(at start of course)</i>	
Address:			
City/Town:		County:	Postcode:
Home telephone:	Mobile:	Email: <i>(please print clearly)</i>	
Occupation:		Sex: M / F	Is English your 2nd language? <i>(please circle) YES / NO</i>
Ethnic group: <i>(please tick the ethnic group to which you belong)</i>			
Please note, this information is treated in the strictest confidence			
WB White British	AI Asian Indian	BO Any other Black	
WI White Irish	AP Asian Pakistani	C Other Chinese	
WO Any other White	AB Asian Bangladeshi	O Any other ethnic group	
MWBC Mixed White and Black Caribbean	AO Any other Asian	NS Not stated above	
MWA Mixed White & Asian	BC Black Caribbean		
MO Any other mixed background	BA Black African		
Where did you here about this course? <i>(please tick)</i>			
<input type="checkbox"/> Website	<input type="checkbox"/> Radio advert	<input type="checkbox"/> Magazine advert	
<input type="checkbox"/> Paper advert	<input type="checkbox"/> Email advert	<input type="checkbox"/> Brochure	
<input type="checkbox"/> Word of mouth – please say who from:			
<input type="checkbox"/> Other - please give details:			
Special requirements provision: do you have any special needs that we should be aware of? <i>(please see the Book Your Course Now page for guidance on special needs)</i>			
Details of relevant experience or previous qualifications: <i>note - where a qualification(s) is a course prerequisite, please also complete the APA form.</i>			Have you trained with us before?
Course title/details:		Date achieved:	YES / NO
			Course:
<i>Enter your ULN (unique Learner Number) if known:</i>			Date:
Course applying for:	Course code: / / /	Course start date: / /	Deposit enclosed: £

Now complete Page 2 of this form

Health Screening & Consent Form

Please circle either YES or NO to answer the questions below:

- | | | | |
|----|--|-----|----|
| 1. | Have you ever had heart trouble? | YES | NO |
| 2. | Do you ever have pains in your chest? | YES | NO |
| 3. | Do you often feel faint or dizzy? | YES | NO |
| 4. | Have you ever had high blood pressure? | YES | NO |
| 5. | Have you any joint or bone problems? | YES | NO |
| 6. | Is there any other reason why you should not perform exercise? | YES | NO |

If you have answered YES to any of the questions above, please discuss this with the YMCA Health & Fitness staff who may advise you to get a doctor's letter.

When do you/did you last take part in an exercise programme? *(please tick box)*

- NEVER
 YEARS AGO
 MONTHS AGO
 REGULARLY

If you exercise regularly, how often? *(please tick box)*

- ONCE A MONTH
 ONCE A WEEK
 MORE OFTEN

Please give details of any injuries, illnesses, disabilities or conditions (e.g. pregnancy) that might effect your ability to perform exercise:

Note: you must let the instructor know about any injures etc. **before** the start of any practical session

Details of the person you would like us to contact in the case of an emergency:

Name:	Home telephone:	Mobile:
-------	-----------------	---------

Informed consent:

I understand that the exercise and practical sessions involved in this course are designed to place a gradually increasing workload on my body. The staff of the YMCA Cambridgeshire & Peterborough will endeavour to provide me with plenty of help and advice which, if I do not listen to and act upon, may result in harm to myself or others. If I find any aspect of the exercise stressful I will slow down, tell the instructor or member of staff immediately, and stop altogether if I continue to feel unwell. I am 16 years old or over.

Candidate signature: by signing this enrolment form, I confirm that I have read and understand the Terms & Conditions

Date:

Please return the completed form to **Sport, Exercise and Fitness Department, YMCA Cambridgeshire & Peterborough, Queen Anne House, Gonville Place, Cambridge, CB1 1ND.**

FOR OFFICE USE:

Date deposit received: / /	Total course cost: £	Balance to pay: £	Date invoice sent: / /
			Invoice no:

Course completion date: / /

Signed on behalf of YMCA Cambridgeshire & Peterborough:

Position:

Request for Accreditation of Prior Achievement (APA)

The APA Guidance Notes explain APA in full and how to go about claiming it.

You should complete this form if:

- 1 You have achieved any part of the qualification you are applying for (e.g. if you are applying for the Practical Only Gym Instructor course and already hold **Exercise & Fitness Knowledge Level 2**).
- 2 You are required as a prerequisite of the course you are applying for to hold a qualification (e.g. if you are applying for the Circuit Training course and are required to have **Level 2 Exercise & Fitness Knowledge (EFK) and Fitness Instruction**).

Please complete the form with the title of the course you are applying for, the name of the qualification(s) you have achieved and the date(s) achieved.

Remember to enclose copies of all your certificates with this application

Student name (please print):

Address:

Home tel:

Mobile:

Post code:

Email (please print):

Name of course you are applying for:

Course code:

Course criteria or prerequisite(s):

Title of qualification(s) you already hold and date(s) achieved (e.g. First Aid/CPR, Level 2 Gym or ETM Instruction):

Qualification title:

Date achieved:

Student signature:

Date:

FOR OFFICE USE:

Criteria awarded/comments:

APA advisor signature:

Date:

APA advisor (please print name):

TERMS AND CONDITIONS

This is an agreement between YMCA Cambridgeshire & Peterborough and you, **“the student”**. The following Terms and Conditions apply to your application to YMCA Cambridgeshire & Peterborough for an Online or Full-time Training Programme, including Practical Training Days at the YMCA in Cambridge, Practical Assessments and any matters arising from that application. They outline our obligation to you and your obligation as a student. **“Training Programme”** is any course of study, including assessment(s) related to the course. The Terms and Conditions are in two parts:

PART 1

- a. Enrolment on YMCA Cambridgeshire & Peterborough Online Courses
- b. Access and use of the YMCA Cambridgeshire & Peterborough Website
- c. Enrolment on Full-time Courses run in Cambridge made through the Website

PART 2

- a. Enrolment on YMCA Cambridgeshire & Peterborough Full-time Courses made by post, telephone or in person
- b. Practical Training Days run in Cambridge as part of Online Courses
- c. Practical Assessments run in Cambridge as part of Full-time and Online Courses

All applicants should therefore be sure to read both Parts 1 and 2 carefully. Whether you enrol online or download the Enrolment Form, you will be asked to confirm that you have read and understood both Parts 1 and 2 of these Terms and Conditions.

PART 1

1 Introduction

- 1.1 Please read these Terms and Conditions carefully before using the website operated by YMCA Cambridgeshire & Peterborough, Registered Company number 3561613; Registered Charity number 1069810 – see paragraph 37 (Legal Status). In particular, we draw your attention to paragraphs 11 (Applicability of Course Materials and other online materials) and 15 (Liability). If you have any questions please contact us immediately by telephone, e-mail or through the website.
- 1.2 Without prejudice to the above, by using or accessing our website, you agree to be legally bound by these Terms and Conditions of use as they apply to your use of or access to our website and enrolment on our courses.
- 1.3 If you do not wish to be bound by these Terms and Conditions then you may not use our website or enrol on our courses.

2 Nature of our Website

- 2.1 Our website is a place for you to enrol on our courses select and order goods and other services. Details of the courses and fees you will be required to pay are shown on our website.
- 2.2 Please note that the contents of our website are aimed at users aged 18 years and above, and you must be over 18 years to purchase the courses. YMCA Cambridgeshire & Peterborough may be prepared to enrol students between the ages of 16-18 but in these circumstances a third party such as a parent or guardian will need to guarantee the contract on your behalf. Paragraph 3.4 below contains further details that apply to prospective students aged 16-18.

3 Enrolling on Online Courses or Full-time Courses through our Website and Fees

- 3.1 To enrol on a course **through our website** you will need to follow the procedures set out on our website.
- 3.2 Details of fees and the procedures for payment are displayed on our website. In enrolling on a course you are agreeing to be responsible for the payment of the applicable fees in full.

When enrolling on either an Online or Full-time course through our website payment is required in full at time of enrolment, unless a payment plan has been agreed in writing.

- 3.3 YMCA Cambridgeshire & Peterborough's acceptance of your application to enrol through our website on a course will be notified to you by YMCA Cambridgeshire & Peterborough online using electronic means (**“the Enrolment Notification”**) when arrangements for payment in full for the course have been made by you and been confirmed as satisfactory by YMCA Cambridgeshire & Peterborough or any third party acting on our behalf and at that time the contract between us will come into force. The Enrolment Notification, which will be sent to the e-mail address you gave us when ordering, will be sent to you when we (or any third party acting on our behalf) receive cleared funds for payment in full for the course.

Until an Enrolment Notification is sent by YMCA Cambridgeshire & Peterborough there is no contract between us.

- 3.4 If you are aged between 16 and 18 when you commence a course you will need a third party such as a parent or guardian to stand as your guarantor for the obligations that you will be entering into. You are required to give the name and address of your proposed guarantor on your application to enrol.
- 3.5 You undertake that all details you provide to us (or any third party acting as our agent) for the purpose of enrolling you will be correct; that the credit or debit card, or any electronic cash, which you use is your own and that there are sufficient funds or credit facilities to cover the cost.
- 3.6 YMCA Cambridgeshire & Peterborough reserve the right to require you to provide any additional information that it may deem necessary in order to authorise your enrolment.

4 Withdrawal and Access to Online Course Materials

- 4.1 As part of undertaking an YMCA Cambridgeshire & Peterborough course you will be granted access to various materials (“**Course Materials**”)
- 4.2 If you have enrolled and paid online for a course you may withdraw from that course for any reason (including if you simply change your mind) within 7 working days of us (or an agent acting on our behalf) sending the Enrolment Notification. To do so you must notify us in writing or other durable medium (including e-mail) within those 7 working days. You will then be entitled to a full refund from YMCA Cambridgeshire & Peterborough, which will be paid as soon as possible, but in any event within 30 days. The rights referred to in this paragraph do not apply where you have received any benefit from enrolling on the course including but not limited to accessing Course Materials or areas of the website that are only available to enrolled students.
- 4.3 Following the expiration of 7 working days from the date on which YMCA Cambridgeshire & Peterborough (or our agent) has sent the Enrolment Notification, no refunds will be given and the obligation to make outstanding payments whether or not they have yet fallen due will not be cancelled unless you are incapacitated and can provide a medical certificate or other evidence to the satisfaction of YMCA Cambridgeshire & Peterborough that you will be unable to perform physical activity for a period of one year or more from the date of the medical certificate or other evidence. The decision to grant a refund or cancel the obligation to make outstanding payments whether or not they have yet fallen due will be made at the sole discretion of YMCA Cambridgeshire & Peterborough and the decision will be final. Under no circumstances will refunds be given for courses (or modules or part modules forming part of a course) that have already been commenced (whether or not completed) and you will remain liable to YMCA Cambridgeshire & Peterborough for any unpaid fees for such courses.

5 Computer Specification and Software Support for Online Courses

- 5.1 You are responsible for providing and maintaining suitable computer and communications equipment and software necessary to gain access to <http://www.theymca.org.uk> and download Course Materials to enable you to complete the course for which you have enrolled. YMCA Cambridgeshire & Peterborough will provide you with a sample course prior to enrolling so that you can test the suitability of the computer, equipment and software you are using with the YMCA Cambridgeshire & Peterborough systems.
- 5.2 If you are using the computer of a third party (e.g. your employer) it is your responsibility to ensure that you have the necessary consent to do so. If your circumstances change (e.g. if you change employer or if your employer changes its computer, equipment or software) and you no longer have access to a suitable computer for any reason, YMCA Cambridgeshire & Peterborough are not responsible for this and no refund of fees will be given in these circumstances.
- 5.3 YMCA Cambridgeshire & Peterborough does not provide software support and this is for you to arrange with your software provider
- 5.4 We reserve the right to alter, suspend or discontinue any aspect of our website or the content or services available through it. Unless stated otherwise, any new features including new content, and/or the availability of new courses or modules shall be subject to these Terms and Conditions.

6 Information you provide

- 6.1 The following applies to any information you provide to us, for example during any registration or ordering process:
- You authorise us to use, store or otherwise process any personal information which relates to and identifies you, including but not limited to your name and address, to the extent reasonably necessary to provide the services which are available through our website. You understand and agree that YMCA Cambridgeshire & Peterborough may disclose to third parties, on an anonymous basis, certain aggregate information contained in your registration application. YMCA Cambridgeshire & Peterborough will not disclose to any third party your name, postal address, e-mail address or telephone number without prior consent, except to the extent necessary or appropriate to comply with applicable laws or in legal proceedings where such information is relevant. YMCA Cambridgeshire & Peterborough reserves the right to offer third party services and products to you based on the preferences that you identify in your registration and at any time thereafter; such offers may be made by YMCA Cambridgeshire & Peterborough or third parties. If you send us personal correspondence such as e-mails or letters then we may collect this information into a file specific to you (together, the various purposes set out in this paragraph shall be known as ‘**the Purposes**’). All such information collected by us shall be referred to in these Terms and Conditions as ‘**Personal Information**’;
 - You must ensure that the Personal Information you provide is accurate and complete and that all ordering or registration details (where applicable) contain your correct name, address and other requested details. It is your responsibility to ensure that YMCA Cambridgeshire & Peterborough is updated on any changes to such information. Most correspondence will be sent to your e-mail address but certificates and other non-electronic correspondence will be sent to your postal address. Your personal details are of particular importance if you wish to utilise the YMCA Cambridgeshire & Peterborough Placement Program and Qualification Re-Registration services. For more information about how we deal with your Personal Information, please read our privacy policy.

6.2 Processing and disclosure rights

By accepting these Terms and Conditions, you agree to the processing and disclosure of the Personal Information for the Purposes. You also agree that the Purposes may be amended to include other uses or disclosures of Personal Information following notification to you by means of a notice on our website, which you should check regularly. If you would like to review or modify any part of your Personal Information then you should e-mail us at julie.mills@theymca.org.uk

7 Practical Training and Assessment Enrolment – Online Courses

- 7.1 Enrolment into a practical training or practical assessment module is possible at any time. **Please note:** enrolment in a specific practical training or assessment date is only possible once you have fully completed the prerequisite theory module(s) and downloaded and completed the learner assessment record(s) (LARs). Enrolments are taken on a first

come, first served basis and once a practical training or assessment date has reached maximum capacity no more enrolments for that date will be taken. Enrolment into practical training and assessments is not automatic and each student will be prompted to enrol once they have successfully completed the related theory module and portfolio guidance. YMCA Cambridgeshire & Peterborough accepts no responsibility for any student who fails to enrol in a practical training or assessment date in which they wish to attend. All enrolments are your own responsibility.

- 7.2 If you wish to change the date of your practical training that has been agreed in writing., No charge 8 week before the course, 6weeks before the course £175, After this time the full cost of the practical course fees will be payable. No transfer to another date will be granted without the additional charge.
- 7.3 If you fail to attend your assessment date in which you have enrolled a referral for that assessment will be recorded. No transfer to another date will be granted without an additional charge as follows:
- Students enrolled on Full-time courses: An amount equivalent to the course deposit
 - Students enrolled on Online courses: £175
- 7.4 YMCA Cambridgeshire & Peterborough reserves the right to change and/or cancel the dates and venues for practical training or assessments. You will be notified of any change by telephone, post or e-mail and you will be able to transfer to another date at no extra cost to you. YMCA Cambridgeshire & Peterborough is not liable in any other way for any additional expenses, costs or other charges that you may incur as a result of such change or cancellation.
- 7.5 You will be required to bring a form of identity with you to all practical training and assessment days. This might be a passport, an international driving license, an overseas identity card or any other photographic evidence that confirms your identity.
- 7.6 You will also be required to bring your module completion certificates with you (see 8.2 below).

8 Assessments and Certification – Online Courses

- 8.1 Certificates to show completion of a course will not be issued until YMCA Cambridgeshire & Peterborough (or its agent) has received payment in full for the course for which you are being certificated. The remainder of this paragraph is to be read subject to this condition.
- 8.2 Online module certificates are issued on successful completion of each online module. Once all online modules in the YMCA Cambridgeshire & Peterborough course have been completed, the relevant certificate will be sent automatically to your email address registered with us.
- 8.3 When you have passed every element of your course including practical assessment, theory paper and any other assessment requirements as applicable, the awarding body will be notified and they will issue the relevant certificate. Awarding bodies may take up to 12 weeks to issue certificates due to internal and external verification requirements.
- 8.4 Theory Paper assessment results are available within three weeks of the assessment date and will be sent to you by email. You will receive the results of your Practical assessment on the day of the assessment. Certificates are issued by the awarding body and sent to your postal address.
- 8.5 All certificates will be issued in the name held on our records at the date you successfully complete the course or module. It is your responsibility to inform YMCA Cambridgeshire & Peterborough in writing of any change of name and to provide appropriate evidence such as a marriage certificate or deed poll.
- 8.6 If you lose a certificate and require a replacement, a fee of £50 (sterling) will be payable. Since certificates are sent to your postal address, it is your responsibility to inform us if you have not received your certificate within 12 weeks of successfully completing your course. After 12 weeks a replacement fee of £50 will be payable. If you change your name prior to the date you successfully complete the course or module but fail to notify us and require YMCA Cambridgeshire & Peterborough to issue a new certificate in your new name, a replacement fee of £50 (sterling) will be payable. Please note we are unable to issue replacement certificates in a new name if the change of name occurred after the date you successfully completed the course or module (see also 26.1 below).
- 8.7 Courses are organised in modules. You may undertake modules as and when you are able to do so depending on your circumstances provided that you have commenced the final module in a course on or before the first anniversary of the date you commenced the first module of that course, i.e. 12 months. There is no guarantee that any course will be run for more than one year and it is your responsibility to ensure that you complete the course within this time frame. You will be deemed to have commenced the first module of a course on the date that the Enrolment Notification is sent to you in accordance with paragraph 3.3 above. You will be deemed to have commenced the final module of a course on the date that we receive your application for final certification with all the pre-requisites having been met by you. Failure to commence the final module of a course in accordance with the time scale explained in this paragraph will result in your being unable to undertake any remaining modules in that course. No refunds will be given for courses that are not completed. If you wish to extend your 12 month completion deadline there will be an administrative fee of £175 to reinstate your course. You are then required to complete the course within 6 months of this date.

9 Tutor Support – Online Courses

- 9.1 Your Online Tutor will arrange a time with you by email so that they may provide an **Induction Call**. The tutor will introduce themselves to you and answer any questions you may have. If the tutor is unable to reach you at the specified time, they will attempt to call you again up to a maximum of three times in total. **Please note:** after this time, access to your course materials will be **withdrawn** until such time as the tutor is able to carry out the induction call.
- 9.2 Tutor support for the course or module content is offered at specific times and days arranged in advance. All calls will be answered by fully qualified and Central YMCA Qualifications approved assessors and tutors. Tutor support will normally operate between the hours of 10.00 a.m. and 6 p.m. GMT unless prevented for reasons beyond the control of YMCA Cambridgeshire & Peterborough.

9.3 YMCA Cambridgeshire & Peterborough reserves the right to discontinue tutor support or to change the level of support including but not limited to costs, hours and method of service.

10 Security

Access to and use of the YMCA Cambridgeshire & Peterborough website is through a user name and password. You are solely responsible in all respects for all use of and for protecting the confidentiality of the username and password that you select for use on our website. You may not share these with or transfer them to any third parties. You must notify YMCA Cambridgeshire & Peterborough immediately of any unauthorised use of them or any other breach of security regarding our website that comes to your attention.

11 Applicability of Online Course Materials and other Online Materials

11.1 Personal Use

Unless otherwise stated, text on our website and the Course Materials are presented solely for your private, personal and non-commercial use on one computer at a time. YMCA Cambridgeshire & Peterborough grants you a limited, non-exclusive and non-transferable license to use graphic files, audio files, video files, text, hyperlinks, interlinks, search engines and other software associated with the Course Materials during the period you are enrolled on a course or module

11.2 No Copying

If downloadable materials are provided by us you may only make a single copy for personal use. Otherwise you may not download, print or store any Course Materials or send or show any copy thereof to anyone other than as authorised in these Terms and Conditions. In the event of any breach of this term:

- (i) You will be liable to indemnify YMCA Cambridgeshire & Peterborough against any damage (including costs on an indemnity basis) which YMCA Cambridgeshire & Peterborough may suffer as a result of such breach; and
- (ii) You will be denied any further use of our website and your enrolment will be cancelled.

11.3 Third Party Materials and suitability of the courses and modules

Our website is controlled and operated by us from our offices in England. Where content published on the website is supplied by third parties, you understand that we do not screen, control or endorse their contents in any way. All content which is offered by third parties that are not affiliated with or otherwise connected with us, is published in good faith but we do not (to the extent permitted by applicable law) accept responsibility for the accuracy or otherwise of such content (whether published on or off-line) and the use of such content, except for content which relates directly to the courses or modules you enrol on. The website and Course Materials are provided on an "as is" basis and should the Course Materials or other service provided by YMCA Cambridgeshire & Peterborough prove defective and/or cause damage to your computer or inconvenience to you, you and not YMCA Cambridgeshire & Peterborough shall assume the entire cost and all damages which may result from any and all such defects. **You assume total responsibility and risk for your use of our website and use of all information contained within it.**

11.4 Enrolment on a course does not in any way guarantee successful completion or the attainment of the relevant certificate or qualification. It is your responsibility to ensure that the course or module is suitable for your purposes and career development.

11.5 Compliance with Law

We have used our best endeavours to ensure that our website complies with UK law.

12 Copyright and Exclusivity

The contents of our website are protected by international copyright laws and other intellectual property rights. The owner of these rights is YMCA Cambridgeshire & Peterborough or other third party licensors. All product and company names and logos mentioned in our website are the trade marks, service marks or trading names of their respective owners, including us. You may download material from our website for the sole purpose of enrolling on and completing a Course. However, you may not modify, copy, reproduce, republish, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from our website including but not limited to text, graphics, video, messages, code and/or software without our prior written consent, except where expressly invited to do so, for example as part of the Course. Enrolment on a Course is personal to you and it is not possible to transfer your enrolment to another course or any other person

13 Linking and Use of Cookies

13.1 Linked Sites

YMCA Cambridgeshire & Peterborough makes no representations whatsoever about any other websites which you may access through our website or which may link to our website. When you access any other website you understand that it is independent from YMCA Cambridgeshire & Peterborough and that we have no control over the content or availability of that website. In addition, a link to any other site does not mean that YMCA Cambridgeshire & Peterborough endorses or accepts any responsibility for the content, or the use of, such a website and shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any other website or resource. Any concerns regarding any external link should be directed to its website administrator or web master.

13.2 No Linking to or Extraction of Data or Other Information from YMCA Cambridgeshire & Peterborough Site

Any linking to, deep linking to, or extraction from the YMCA Cambridgeshire & Peterborough Site without the written consent of YMCA Cambridgeshire & Peterborough in hard copy with original signature by a director of YMCA Cambridgeshire & Peterborough is strictly prohibited.

13.3 Penalty

Without prejudice to the generality of the foregoing sub-paragraph 13.2 any third party contravening the provisions of sub-paragraph 13.2 shall be liable for liquidated damages to YMCA Cambridgeshire & Peterborough for the aggregate of twice the value of any services sold as a result of such unauthorised activity and all costs incurred by YMCA Cambridgeshire & Peterborough whatsoever in researching and dealing with the relevant breach of these Terms and Conditions.

13.4 Use of Cookies

As a result of viewing this website some information may become stored upon your computer. This information may be in the form of a 'cookie' or similar file which may help YMCA Cambridgeshire & Peterborough in many ways for instance to improve the content of the website or to improve the matching of users interests or preferences. If you do not want a cookie to be stored in your computer, most Internet browsers have functions to erase cookies from the computer's hard drive or to block all cookies or to receive a warning before a cookie is stored. You are welcome to use such facilities to prevent the installation of any cookie but by accessing our website you consent to YMCA Cambridgeshire & Peterborough's use of any information gathered for the purposes mentioned above.

14 Availability of our Website, errors and viruses

We will try to make our website available but cannot guarantee that our website will operate without interruptions, be error free or that the web site and its server are free of computer viruses or other harmful mechanisms. YMCA Cambridgeshire & Peterborough can accept no liability for our web-sites' unavailability or any errors or viruses that it can contain. You must not attempt to interfere with the proper working of our website and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other internet connected device.

15 Liability

15.1 YMCA Cambridgeshire & Peterborough's Warranties

All implied terms, conditions, warranties, representations or endorsements whatsoever with regard to the courses or modules, our website or any information or service provided through our website are strictly excluded to the fullest extent possible under the laws of England and Wales. We will do our best to ensure that all Course Materials and information published on our website are accurate, but please note that all Course Materials and information on our website are provided on an 'as is' basis.

15.2 Exclusion of Liability

In relation to your enrolment on any YMCA Cambridgeshire & Peterborough course or module, we accept no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business (whether direct or indirect), however caused, even if foreseeable. In circumstances where you suffer loss or damage arising out of or in connection with the viewing, use or performance of our website or its contents including your enrolment on an YMCA Cambridgeshire & Peterborough course or module, we accept no liability for this loss or damage (except where we have been negligent) whether due to inaccuracy, error, omission or any other cause and whether on the part of YMCA Cambridgeshire & Peterborough or our servants, agents or any other person.

15.3 Limit of Liability

If we are liable to you for any reason, our liability will be limited to the amount paid by you to date for the relevant course on which you are currently enrolled and as a result of which YMCA Cambridgeshire & Peterborough's liability has arisen. This limit does not apply to any liability we may have for death or personal injury resulting from our negligence nor for fraudulent misrepresentation.

15.4 User's Responsibilities

You also understand that we cannot and do not guarantee or warrant that any material available for downloading from our website will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

15.5 Legal Limitations

The limitations and exclusions in this clause only apply to the extent permitted by applicable law.

16 Notice Board and Chat Room

16.1 You acknowledge that any facility provided by YMCA Cambridgeshire & Peterborough to enable students to communicate with each other such as a notice board or chat room is provided without liability to YMCA Cambridgeshire & Peterborough.

16.2 It is your responsibility to ensure that any information that you share with other users of the site is accurate and does not breach any third parties' rights including trade mark, database right, copyright or other intellectual property rights nor is libellous, obscene, menacing, threatening, offensive, abusive, fraudulent, criminal nor infringers the rights of other people such as privacy rights or is in any way illegal or unlawful. Bear in mind that the information you send us will be published on our site and can be viewed world-wide.

16.3 By sending us information you waive your moral rights to be identified as the author of it and also give YMCA Cambridgeshire & Peterborough licence to modify such information. We will assume that any information received is for publication on our website and such other use as YMCA Cambridgeshire & Peterborough in its absolute discretion may deem fit upon an exclusive, royalty-free, perpetual basis. We have the absolute right at our sole discretion to reject or to remove any information from our website

17 General

17.1 Alterations

We may alter these terms and conditions from time to time and post the new version on our website, following which all use of our website will be governed by that version. You must check the terms and conditions on the website regularly.

17.2 Entire Agreement

These Terms and Conditions together with your registration application and payment method instructions, if any, are your whole agreement in relation to YMCA Cambridgeshire & Peterborough and any service or products you obtain from YMCA Cambridgeshire & Peterborough. You acknowledge that you have not entered into this agreement in reliance upon any warranty or representation made by YMCA Cambridgeshire & Peterborough or any other person and you waive any rights to damages/rescission you may have for misrepresentation (other than a fraudulent misrepresentation) that is not contained in the relevant terms and conditions, registration form and payment method instructions.

17.3 Illegality

If any provision or term of these Terms and Conditions shall become or be declared illegal, unlawful, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other Terms and Conditions and shall be deemed to be deleted from them.

17.4 Jurisdiction

These Terms and Conditions and your use of our website are governed by English law and you submit to the exclusive jurisdiction of the English court.

17.5 Causes beyond Control

YMCA Cambridgeshire & Peterborough will not be held liable for any failure to perform any obligation due to causes beyond its reasonable control.

17.6 No Waiver

Failure by either party to exercise any right or remedy under this agreement does not constitute a waiver of that right or remedy.

18 Notices

All notices shall be given:

- to us via e-mail at julie.mills@theymca.org.uk or
- to you at either the e-mail or postal address you provide during any ordering process.

Notice will be deemed received when an e-mail is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or 3 days after the date of posting.

19 Replacement

These terms and conditions replace all other Terms and Conditions previously applicable to the use of our website.

PART 2

20 Postal Bookings

20.1 Postal booking for either Online or Full-time courses in Cambridge can be made by downloading the Enrolment Form and sending the completed form to YMCA Cambridgeshire & Peterborough.

20.2 If enrolling for an Online course payment must be made in full at the time of enrolment.

20.3 For Full-time courses, a **non-refundable** deposit is required to confirm your place on the course and must be sent with your enrolment form.

If the booking is made within four weeks of the start of the course, full payment is required at the time of enrolment. Certain Full-time courses require full payment at the time of enrolment. Details of fees and deposits are displayed on our website. All bookings are subject to availability.

21 Balance Payments

21.1 For those course that require a deposit you will be invoiced eight weeks before the start of the course for the balance of the fees which is due four weeks prior the start of the course.

All cheques must be made payable to 'YMCA Cambridgeshire & Peterborough'.

22 Telephone Bookings or Bookings Made in Person

22.1 Payment can also be made by telephone or in person by credit or debit card. Note: there is a 3% charge on all **credit** card payments.

23 Cancellation, Transfers and Refunds Policy – Full-time and Online Courses

23.1 Course cancellations and/or requests for transfer to another course must be made **in writing** - verbal communication **will not be accepted**.

23.2 In exceptional circumstances, it may be possible to transfer fees to another course. **All alterations to bookings are subject to availability**. There is an administrative charge for transfers as follows:

- Students enrolled on Full-time courses: The amount equivalent to the course deposit

- Students enrolled on Online courses: If the student has **not started** the online course and the request is received within 7 working days of enrolment on the course - £75
If the student has **started or is part-way through** the online course and the request is received after 7 working days of enrolment - £175

23.3 Refunds for cancellations of **Full-time Courses** are made as follows:

- Over 4 weeks Full refund, less deposit
- 4 - 2 weeks 50% refund, less deposit
- 2 weeks or less No refund

Requests for refunds or transfers due to medical reasons must be accompanied by a doctor's certificate. Requests for transfers for other exceptional reasons are considered on an individual basis. All transfers must be taken up within 12 months of the request with the fees paid for in full at the time of booking..

23.4 See paragraphs 4.2 and 4.3 for details relating to the cancellation of Online Courses.

23.5 On rare occasions it may be necessary for the YMCA Cambridgeshire & Peterborough to cancel a Full-time course. If this occurs, you will be given the opportunity to transfer your fees to another course or to request a full refund.

23.6 Requests to change the date of an assessment must be made in writing to be received at least 7 days prior to the date. After this time no transfer to another date will be granted without an additional charge as below (see 23.7).

23.7 If you fail to attend an assessment date in which you have enrolled, a referral for that assessment will be recorded. No transfer to another date will be granted without an additional charge as follows:

- Students enrolled on Full-time courses: The amount equivalent to the course deposit
- Students enrolled on Online courses: £75

23.8 See paragraph 7.4 for details relating to changes or cancellation by the YMCA Cambridgeshire & Peterborough of **Online Practical Training or Assessment Days**.

24 Student Resources – Full-time courses

24.1 You will be sent your course timetable two weeks prior to the start of the course providing full payment has been received. You will be given your course manual(s) and other student resources on the first day of the course.

25 Assessments and Re-Assessments

25.1 Students who have to be re-assessed will be charged an administrative fee at the following rates:

- £35 per theory paper re-sit
- £50 for any part of the practical re-assessment
- £50 for any Planning paperwork
- £50 for remarking of referred case studies
- £35 for Late submission of Level 3 Case Study (12 weeks from the practical assessments dates)
- £35 late submission of worksheets Level 2 (to be completed within practical course dates)

Re-assessment cannot take place until this fee has been received.

26 Certificates

26.1 Certificates are issued in the name and sent to the address stated on the enrolment form. It is the student's responsibility to ensure that the YMCA Cambridgeshire & Peterborough has their correct name and up-to-date address. There is a charge of £50 for replacement of lost certificates or changes in name (see also 8.5 and 8.6 above).

27 Photography

27.1 The YMCA Cambridgeshire & Peterborough may wish to use any pictures taken during the course or Practical Training Days for fundraising and/or publicity purposes. Unless you state otherwise, by agreeing to these Terms and Conditions, you will have given your permission for the YMCA Cambridge & Peterborough to use your picture for these purposes.

28 Parking

28.1 There is **no** parking at the YMCA Cambridge during the week, and only limited parking at weekends. Parking is available at an adjacent multi-storey car park; details of Cambridge Park & Ride, together with a map and guide to Cambridge, will be sent to you with your course timetable two weeks prior to the course.

29 Agreement between the YMCA Cambridgeshire & Peterborough and you the Student – Full-time courses, Practical Training Days and Assessments

29.1 YMCA Cambridgeshire & Peterborough agrees to:

- Provide relevant knowledge understanding and practical experience for all areas of the course
- Provide full assessment with relevant feedback
- Keep to the timetable wherever possible and be prompt at all tutorials and practical sessions
- Behave throughout the course in a responsible manner
- Support students, offering tutorials and 1-to-1 advice when needed (see 33 below)
- Ensure all students understand assessment guidelines
- Treat all students fairly and in line with the Equal Opportunities Policy (see 35 below)

- Provide a recognised Certificate to successful students
- Provide extra support and advice to students before and during the course if they require it
- Provide impartial feedback throughout the course and assessment
- Provide adequate facilities, environment and materials to ensure students are given the best learning opportunities

29.2 By agreeing to these Terms and Conditions **you, the student**, agree to:

- Attend at least 80% of the course unless otherwise agreed with the tutor
- Behave throughout the course in a responsible manner
- Do the necessary amount of work and homework set during the course
- Be prompt at all tutorials and practical sessions
- Respect the varied learning curves of other students
- Ensure all payments have been received by the YMCA as specified in the enrolment information pack and/or invoices
- Give adequate notice of cancellation or postponement of assessment

30 Unacceptable Behaviour

30.1 Any conduct likely to cause offence or harm to others will not be tolerated. For example:

- Racist language or behaviour
- Harassment of others
- Damage to property
- Disruption to the course, the work or recreation of others
- Bringing alcohol or drugs into the learning environment
- Misconduct during assessment

A student guilty of such behaviour will be removed from the course and will forfeit all fees.

31 Health & Safety

31.1 All students must comply with health and safety legislation relating to the learning and working areas and make sure they are familiar with the Fire and Emergency procedures.

32 Special Adjustments Provision

32.1 YMCA Cambridgeshire & Peterborough is dedicated to enabling people to grow to their full potential by supporting everybody through its programmes. We will offer support and guidance to any student who feels that they need an extra helping hand. For example, the possibility of a volunteer to sign for the hearing impaired, volunteers to help with written work/reading or a verbal Theory Paper for people with dyslexia or visual impairment.

32.2 Any disability will be assessed fairly and, if we can provide the appropriate support, it will be given. When filling in the enrolment form, students should express any such special requirements in the appropriate section. An appointment will be made to see the student for assessment and, if necessary, to arrange the appropriate support before commencement of the course.

33 Additional Tutor Support

33.1 In addition to 32 above, 1-2-1 tutor support is available on all full-time courses and practical training days for all students and is provided at the end of every training day. It is your responsibility to take advantage of this support if you feel you need it. With the exception of 32 above, free additional tutor support is not available outside course training days. Support, either by telephone or in person, can, however, be arranged at a fee of £35 for the first hour and £20 for each half hour thereafter.

33.2 Should a student wish to join a second course for additional tutor led training **in addition** to the course or practical training for which they were enrolled, the charge is £50 per day.

34 Appeals Policy and Procedure

34.1 YMCA Cambridgeshire & Peterborough Appeals Policy and Procedure allows students to make a formal appeal against a recommendation or decision relating to the following:

- The mark for individual coursework
- The final result of any element of assessment, e.g. Planning, Teaching or Theory Paper
- The final assessment decision for award or certification

34.2 Students can appeal if they feel that assessments were not conducted in accordance with approved centre regulations, or that there was any inappropriate or irregular behaviour on the part of the Assessor. Students can also appeal if there were extenuating circumstances affecting their performance during the assessment of which the Assessor was not aware when making the assessment decision.

34.3 Any appeals must be addressed in the first instance to the Internal Verifier enclosing any supporting evidence. The Internal Verifier will investigate thoroughly the circumstances of the appeal and will respond in writing within 20 working days. Any evidence in writing, in person or by telephone may be requested during this time. If the student feels that the Internal Verifier has been unable to bring the matter to a satisfactory conclusion, then the student should write to the Chief External Verifier at Central YMCA Qualifications, again with all the supporting evidence. The External Verifier will also reply within 20 working days. In extreme circumstances, when the student feels that the Chief External Verifier has been unable to bring the matter to a satisfactory conclusion, the matter may be referred to the Director of Central YMCA Qualifications.

34.4 Appeals against the Assessor's decision in the practical teaching element of an assessment will only be considered when accompanied by a video recording of the assessed practical session. The student has the right to video any aspect of the assessment using his/her own video equipment, provided it doesn't interfere with the assessment process, other students or the Assessor's ability to carry out his/her role. If the student decides to video their assessment then they need to arrange for a video operator. **The student must inform the Assessor before the assessment day that they intend to use a video.**

34.5 Any appeals must be received within 20 working days (Monday to Friday, excluding Bank Holidays) of the student's receipt of his/her assessment results.

35 Equal Opportunities

35.1 The YMCA Cambridgeshire & Peterborough is an equal opportunities employer. We recognise the need for, and support wholeheartedly, a policy of equal opportunity in all areas of our work and responsibilities. It is our policy and practice to ensure that all students enrolled on the course will be treated fairly, and that decisions will be made on personal merit and ability relevant to the aims and purposes of the course.

35.2 If you believe that you have been discriminated against it is your responsibility to report the matter to the immediate relevant person or the most appropriate person in authority (see also 34 above). Any allegation of discrimination is treated seriously. Such discrimination is considered a disciplinary offence and all reasonable practicable steps will be taken to prevent the behaviour continuing.

36 Replacement

These terms and conditions replace all other Terms and Conditions previously applicable to our courses.

37 Legal Status

37.1 YMCA Cambridgeshire & Peterborough is a limited company registered in England – its Registered Company number is 3561613. The Registered Office is Queen Anne House, Gonville Place, Cambridge, CB1 1ND, its Registered Social Landlord number is H4179 and its Registered Charity number is 1069810.

© YMCA Cambridgeshire & Peterborough: 2nd April 2013