





## INDIVIDUAL NEEDS

This information is treated confidentially and it will only be used to help you

Do you have any of the following needs? (please tick✓)

A learning difficulty  Dyslexia  visual or hearing impairment  English as a second language

A need not listed here  Please give details \_\_\_\_\_

Are you a wheelchair user? Yes  No

If you have answered yes to any question, or think that your progress on the course will be affected, please telephone our student support on 020 7343 1850 for information, advice and guidance.

## MEDICAL HISTORY

Do you have any medical history e.g. heart condition, chest pain, dizziness, bone or joint problem, diabetes, epilepsy, blood pressure, or any other condition? (please tick✓)

YES  please give details \_\_\_\_\_

NO

Are you taking prescribed drugs?

YES  please give details \_\_\_\_\_

NO

Are you currently pregnant or have been pregnant in the last 6 months? YES  NO

If you answered yes to any questions, you may be required to provide a doctor's note or sign a medical disclaimer. Please contact our student support on 020 7343 1850 for further information, advice and guidance.



## EQUAL OPPORTUNITIES

The following information is required in order for us to monitor the diversity of applicants.

Ethnic Origin – How would you describe your ethnic origin? (please tick✓)

<b>White</b> 01 <input type="checkbox"/> British 02 <input type="checkbox"/> Irish 03 <input type="checkbox"/> Any other White background  Please state: _____	<b>Mixed</b> 04 <input type="checkbox"/> White and Black Caribbean 05 <input type="checkbox"/> White and Black African 06 <input type="checkbox"/> White and Asian 07 <input type="checkbox"/> Any other mixed background  Please state: _____	<b>Asian or Asian British</b> 08 <input type="checkbox"/> Indian 09 <input type="checkbox"/> Pakistani 10 <input type="checkbox"/> Bangladeshi 11 <input type="checkbox"/> Any other Asian background  Please state: _____
<b>Black or Black British</b> 12 <input type="checkbox"/> Caribbean 13 <input type="checkbox"/> African 14 <input type="checkbox"/> Any other Black/African background Please state: _____	<b>Chinese or other ethnic group</b> 15 <input type="checkbox"/> Chinese 16 <input type="checkbox"/> Any other background  Please state: _____	<b>Other</b> 00 <input type="checkbox"/> Not disclosed

## CONFIRMATION

Please read and confirm you understand and accept the following. (please tick✓)

- I attend exercise classes on a regular basis for the discipline chosen.
- I understand that I need to bring class participants for practical assessments days.
- I have received a prospectus/visited the website prior to booking.
- I have read, understood and agreed to the Terms and Conditions (attached) and confirm that the details provided are, to the best of my knowledge, correct.
- I am happy to receive further information from YMCAfit

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of parent/guardian (if you are under 18) \_\_\_\_\_



## PAYMENT METHODS

- credit/debit card (please contact YMCAfit on 020 7343 1850)
- direct debit payment plan (selected courses only)
- purchase order (in order to complete the booking, a purchase order cover sheet must be attached to this application form. You can download it from [ymcafit.org.uk](http://ymcafit.org.uk))
- cash (in person only; do not send cash through the post)
- cheque
- postal order

### Cheque or Postal Order payments:

I enclose the sum of £\_\_\_\_\_ which includes any applicable deposit which is non-refundable.

# Terms & Conditions

## 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 Director of YMCA Fitness Industry Training. 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).

## 2. Bookings & payment

- 2.1 Postal and fax bookings will always be processed on a first come, first served basis, and will only be accepted when accompanied by a completed, dated and signed application form and appropriate payment.
- 2.2 Full payment, or a deposit and legally binding commitment to pay the balance, is required at time of booking. **Deposits are non-refundable.** Time for payment shall be of the essence. Failure to pay by the due date will result in the booking being cancelled and all payments made to date will be forfeited without liability on behalf of YMCA Fitness Industry Training.
- 2.3 For courses paid by companies rather than individuals, YMCA Fitness Industry Training requires a completed and signed application form and Purchase Order Cover Sheet which includes (in block capitals) the full name, address and telephone number of the authorising signatory, accepting our Terms and Conditions.
- 2.4 A direct debit instalment payment plan is available for some YMCA Fitness Industry Training courses. Additional Terms & Conditions will be supplied upon confirmation of plan set up. Once this plan is set up the student is required to complete all payments even if they are unable to attend the course.
- 2.5 All course bookings will be confirmed by YMCA Fitness Industry Training in writing. 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 seven days of the booking that they wish to cancel. The student should return all course materials at their own expense, together with a letter stating that they do not wish to proceed with the course. This letter should be posted recorded delivery. Should the course materials be damaged in any way, their cost will be deducted from any fees refunded. If the course is started within those seven days, the student agrees that this right of cancellation shall not apply.
- 2.6 Details of all charges are set out in our Summary of Charges which is attached to these Terms & Conditions.
- 2.7 Post and packaging for course materials sent outside of the UK will be charged to the student.
- 2.8 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.
- 2.9 No payments will be deemed to be made until YMCA Fitness Industry Training receives full payment in cleared funds.
- 2.10 Any money paid that is not used for a course within one year of the date of payment will be forfeited.
- 2.11 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.

## 3. Delivery of the course

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

## 4. Cancellation

- 4.1 No refunds will be given for any cancellations made by the student. All fees will be forfeited.
- 4.2 In the unlikely event that YMCA Fitness Industry Training has to cancel a course they will offer the student a choice of alternative dates for the same course. If these dates are not suitable for the student they will provide a refund up to the value of the course. Transportation and accommodation costs will not be covered.
- 4.3 If a student does not start a course, this will be treated as a cancellation.
- 4.4 If a student stops attending without notifying YMCA Fitness Industry Training in advance, this will be treated as a cancellation.
- 4.5 In certain cases where a student misses required elements of a course for any reason, YMCA Fitness Industry Training reserves the right to cancel the student from the course. Alternatively, YMCA Fitness Industry Training may require the student to observe sessions on a later course or have private sessions before proceeding to assessment with costs covered by the student. Specific course requirements are outlined in marketing material and in booking confirmation information.



## 5. Transfers

- 5.1 The student must notify YMCA Fitness Industry Training in writing if they wish to transfer their original booking to an alternative date (except for assessment transfers which can be requested by telephone). If a change is requested four weeks or more before the start of a course, YMCA Fitness Industry Training will charge a transfer fee in accordance with its current charges. This must be paid at the time of the transfer request. If a change of date is requested less than four weeks before the start date of a course, YMCA Fitness Industry Training may be unable to transfer the booking in which case all fees paid to date will be forfeited and the student will be liable to pay the course fee on re-booking of that course.
- 5.2 A transfer from one course type to another can be made once only.
- 5.3 The student takes full responsibility for choosing the right format of learning. No transfers between the formats of learning on the same type of course will be given once the course materials have been received or the course has begun.

## 6. Examination/assessment referrals

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

## 7. Certificates

- 7.1 Certificates will be issued with the name supplied on the application form and/or confirmed in the confirmation email.
- 7.2 Certificates will not be issued unless all fees have been paid in full and all requested documents have been received.
- 7.3 All certificates will be sent via Recorded Delivery (unless expressly requested otherwise by the student) and a signature will be required.
- 7.4 Replacement certificates can be obtained at the charge applicable at the date of ordering.

## 8. Responsibilities and liability

- 8.1 YMCA Fitness Industry Training do not guarantee that a student will pass a course or that successfully completing a course will provide a student with anything other than the qualification granted under that course.
- 8.2 YMCA Fitness Industry Training shall not be liable for any loss, damages, costs, claims, demands, expenses or liabilities of whatsoever nature arising out of the delivery of the course to a student as a result of their act or omission including but not limited to the following:
  - The student's failure to follow any oral or written instructions or recommendations in relation to the course/course.
  - The student supplies to YMCA Fitness Industry Training any information that is inaccurate, false, misleading or out-of-date.
  - Any loss or damage to any personal items and valuables which the student brings to a course.
- 8.3 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/course or the student's participation in it and use of its qualification by them.
- 8.4 YMCA Fitness Industry Training's entire liability to the student under or in connection with these Terms and Conditions shall not exceed the amount equal to the fees paid by them.

## 9. Data protection

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



provisions of the *Data Protection Act 1998*. 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 them in writing.

## 10. Ownership of course materials

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

## 11. Student responsibilities

- 11.1 It is the student's responsibility to ensure that YMCA Fitness Industry Training holds his or her correct personal information. YMCA Fitness Industry Training will not be liable for any errors due to incorrect personal information supplied by the student.
- 11.2 YMCA Fitness Industry Training will offer support to students with individual learning needs and/or disabilities. It is the student's responsibility to inform YMCA Fitness Industry Training of any individual needs at the time of booking so that appropriate support can be provided.
- 11.3 All students must comply with the legislation relevant to the working areas and behave in a manner that does not put his/herself or others at risk. All students must familiarise themselves with Fire Evacuation Procedures. Corridors and stairways, which are provided for the safe passage of people using the venues, should not be obstructed.
- 11.4 All students must comply with the Teaching & Learning Agreement. Any student found guilty of breaching the Agreement will be removed from the programme and all fees paid will be forfeited. If any student's behaviour results in breaches of the law, YMCA Fitness Industry Training reserves the right to involve the police and to prosecute the individual(s) concerned.

## 12. General

- 12.1 Any notice required under these Terms and Conditions or by statute, law or regulation shall (unless otherwise provided) be in writing and delivered in person, sent by facsimile or registered mail or sent by email or facsimile to the respective parties address as set out on the application form or as each party may from time to time designate by notice hereunder. Any such notice shall be considered to have been given on the first working day of actual delivery or sending by facsimile or email or in any event within two working days after it was posted in the manner herein before provided.
- 12.2 References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute of provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- 12.3 Failure or delay by YMCA Fitness Industry Training in enforcing or partially enforcing any provision of these Terms and Conditions shall not be construed as a waiver of any of its rights under these Terms and Conditions. No waiver of any of these Terms and Conditions by either party shall be deemed to be a further or continuing waiver of any subsequent breach of that term or condition or any other term or condition.
- 12.4 The student shall not be entitled to assign or sub-licence or part with possession of any of their rights or liabilities hereunder. YMCA Fitness Industry Training shall be free to sub-contract the performance of all or part of its obligations hereunder.
- 12.5 A person who is not party to the contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Terms and Conditions.
- 12.6 These Terms and Conditions and any disputes or claims arising out of or in connection with their subject matter are governed by and construed in accordance with the law of England. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions.
- 12.7 YMCA Fitness Industry Training is the trading name of London Central YMCA Ltd, company number 2551972, registered in England. Registered office 111, Great Russell Street, London, WC1B 3NQ. The company is a charity, registered number 1001043.

**All students will be required to sign to say they have read and understood these Terms and Conditions and if applicable the additions terms and conditions relating to payment by instalments on the first day of their course.**

## Additional charges price list (if applicable)

### Transfer charges

Notice period	Transfer charge
More than 4 weeks before assessment begins	Free
More than 4 weeks before course begins	£25.00
Less than 4 weeks before assessment/course begins or during course	Full cost of course/assessment

### Replacement certificate charges

Type of certificate	Fee
YMCA Fitness Industry Training	Up to 5 certificates cost £20.00 including admin and postage, each additional certificate costs £5.00
CYQ or OCR	1 <sup>st</sup> certificate costs £35.00, each additional certificate costs £25.00
FAW	£15.00

### Additional resources & courses charges

Additional resources & courses	Fee
Resources in advance	£5.00 (UK only)
Replacement resources	Cost of resources and postage
Replacement music CD	£10.00
ETM, Gym & ADV Gym DVD	£20.00
Anatomy & Physiology DVD	£35.00
STOTT PILATES® Private – 1 hour	£60.00
ETM practical workshop - 2 hours	£30.00
One to one tutor session - 1 hour	£40.00
Administrative letter	£10.00

### Assessment fees

Component	Fee
Theory paper re-sit	£40.00
Theory paper re-sit (two papers sat together)	£60.00
Theory revision workshop day including theory paper	£80.00
Theory revision workshop day	£40.00
Marking fees for: <ul style="list-style-type: none"> <li>worksheets</li> <li>planning</li> <li>case study</li> </ul>	£40.00
Re-marking/amendment fees for: <ul style="list-style-type: none"> <li>worksheets</li> <li>planning</li> <li>case study</li> <li>viva (including telephone)</li> </ul>	£25.00
Viva (not including telephone)	£40.00
Amended viva including telephone viva	£25.00
Practical assessment or video assessment	£100.00
Client Lifestyle/Fitness Testing assessment	£25.00 (per test)