



# YMCAfit Terms and Conditions

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## Terms & Conditions (Customer Contract)

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Definitions: Service Provider = **"we"**, **"us"** or **"our"**; Customer = **"you"** **"student"**

### 1. Introduction

- 1.1 These Terms and Conditions apply to any bookings a student makes with YMCAfit. By booking a course, the student agrees that these Terms and Conditions shall apply in full to the delivery of the course by YMCAfit and that they form part of the contract between the student and YMCAfit.
- 1.2 No variation of these Terms and Conditions shall apply unless confirmed in writing by or on behalf of Head of YMCAfit.

### 2. Bookings & payment

- 2.1 All bookings will always be processed on a first-come, first-served basis.
- 2.2 Full payment or payment plan is required at the time of the booking. 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-day cooling off period.
- 2.4 A payment plan is available for some YMCAfit courses. Additional Terms & Conditions are as follows: If a booking is cancelled after the 14-day cooling off period, once the payment plan has been set up, the student must make 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 YMCAfit. Certificates will not be issued unless all fees have been paid in full.
- 2.5 All course bookings will be confirmed by YMCAfit 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 YMCAfit 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 YMCAfit receives full payment in cleared funds.
- 2.11 Where YMCAfit 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 YMCAfit 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 YMCAfit 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, YMCAfit reserves the right to alter times, dates, or locations if circumstances dictate.
- 3.2 YMCAfit reserves 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 non-attendance 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 organisation's debt recovery department for collection. The organisation'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 YMCAfit 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, YMCAfit 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 organisation'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.

### **5. Transfers**

- 5.1 The student must notify YMCAfit 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). A new course start date must be chosen at the time of transfer.
- 5.3 If a transfer is requested less than 28 days before the start date of a course, YMCAfit will not transfer the booking.
- 5.4 If a student has a medical condition that prevents them from attending a course, 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 YMCAfit 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 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.

6.4 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.

6.5 Cancellations and transfers of examinations and practical assessments are treated in the same way as courses (see clauses 4 and 5)

## **7. Certificates**

7.1 Certificates will be issued with the name supplied on the application form and/or confirmed in the confirmation email. It is the students' responsibility to ensure that the information held by YMCAfit 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 will be provided in a digital format 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.

## **8. Responsibilities and liability**

8.1 YMCAfit 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 YMCAfit 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 YMCAfit with any information that is inaccurate, false, misleading, or out-of-date.
- 8.3 The student is responsible for the loss or damage to any personal items and valuables which they bring to a course.
  - 8.4 Except in respect of death or personal injury caused by YMCAfit's negligence or the negligence of their tutors, YMCAfit 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 YMCAfit 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.
  - 8.5 YMCAfit'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 YMCAfit handles your data in line with the Data Protection Act 2018 and UK GDPR. The main lawful basis relied on by YMCAfit to process your information includes contractual obligation, legitimate interest, and for special categories of data, substantial public interest.
- 9.2 Personal data is used only for course delivery and internal communications, and for other supplementary uses such as safeguarding. To understand how we process your information, you can read our [privacy notice](#) on our website.
- 9.3 Your data will be shared with third parties without your consent, based on other lawful basis such as legitimate interest or legal obligation.
- 9.4 By making a booking, you acknowledge that YMCAfit may store and process your personal details and information in accordance with any relevant data protection legislation and that we may use this information for the purposes outlined in these Terms and Conditions.
- 9.5 YMCAfit maintains databases of students both manually and electronically. We use this information from time to time for mailing information about the services that we offer. We always ensure, however, that we handle data about students in accordance with the provisions of the Data Protection Act 2018. If, at any time, a student does not wish YMCAfit to provide them with this information or to retain their personal details on the database then please inform YMCAfit in writing. We will assess your request in accordance with the applicable legislations.
- 9.6 It is YMCAfit's policy to respect the privacy of its students. To support students' learning, we 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 we will not disclose the details and information provided by the student to any other third party without an appropriate lawful basis unless:
  - I. We are specifically required to do so by law.
  - II. it is in response to a valid, legal request by law enforcement or governmental authority.
- 9.7 By making a booking, the student acknowledges that YMCAfit 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 we may use this information for the purposes outlined in these Terms and Conditions.

## 10. Ownership of course materials

10.1 All intellectual property rights in course materials are owned by YMCAfit. The student agrees not to replicate, change 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.

## 11. Student responsibilities

11.1 It is the student's responsibility to ensure that YMCAfit holds their correct personal information. YMCAfit will not be liable for any errors due to incorrect personal information supplied by the student.

11.2 YMCAfit will offer support to students with individual learning needs and/or disabilities. It is the student's responsibility to inform YMCAfit of any individual needs at the time of booking so that appropriate support can be provided.

11.3 All students must comply with the legislation relevant to the working areas and behave in a manner that does not put him/herself or others at risk. All students must familiarise themselves with Fire Evacuation Procedures.

11.4 All students must comply with the Teaching & Learning Agreement which will be shared with you at the start of your programme. YMCAfit will take appropriate action in line with the Behaviour Management Policy if any student is in breach of the Teaching and Learning Agreement. This may result in being removed from the programme and all fees paid will be forfeited. If any student's behaviour results in breaches of the law, YMCAfit reserves the right to involve the police and to prosecute the individual(s) concerned.

11.5 Students are required to:

- Achieve 100% attendance for all timetabled sessions.
- Meet and achieve all targets and deadlines set out in your learning plan.
- Evidence learning activity and ongoing engagement with your studies each month until the achievement or end of your qualification.
- Utilise and engage with all activities, learning opportunities and resources provided.
- Inform YMCAfit immediately of any circumstances preventing continuation with required course studies and achievement of outlined targets.
- Complete all assessments components towards the qualification within one year of the course start date. (Except for a STOTT PILATES® course (ref 6.2))

11.6 YMCAfit cannot guarantee that students who complete qualifications outside of this timeframe will be eligible for certification.

11.7 Students are required to immediately inform YMCAfit where a break in learning is required and/or where barriers are experienced in meeting the goals and deadlines set. If a break in learning is required, students must provide appropriate evidence.

11.8 Where students do not meet one or more of the requirements outlined in 11.5 the student will be withdrawn from the qualification with no achievement.

11.9 Where a student is withdrawn from a qualification, if the value of the payments YMCAfit have

received does not cover the full cost of the course fees, the student will remain liable to pay any outstanding balance on their account to YMCAfit. Where required, any outstanding balances will be passed to the organisation'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 and may be liable for any additional debt recovery costs.

## 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, registered mail, or sent by email to the respective party's 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 of provision as from time to time amended, consolidated, modified, extended, re-enacted, or replaced.
- 12.3 Failure or delay by YMCAfit 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-license or part with possession of any of their rights or liabilities hereunder. YMCAfit 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.

## 13. Additional Charges Price List (if applicable)

### Transfer charges

Notice period	Transfer Charge
Up to 28 days before the course starts	The transfer fee will be 20% of the advertised list price of the course, up to a maximum of £350.00.

## Replacement Certificate Charges

Type of certificate	Fee
YMCAfit	Replacement Certificate by Email: £10.00 Re-sending of a Returned Certificate: £5.00
Awarding Organisation Certificates	See Awarding Organisation fees. Information will be provided upon request.

## Additional Resources & Courses Charges

Additional Resources & Courses	Fee
Replacement Resources	Cost of resources and postage
STOTT PILATES® Private – 1 hour	£80.00
One to One Tutor Session – 1 hour	£40.00
Administrative Letter	From £50.00

## Assessment fees

Component	Fee
Theory Paper Re-sit	£40.00
Theory Paper Re-sit (Nutrition to Support Physical Activity)	£20.00
Theory Paper Re-sit (two papers sat together)	£60.00
Full Marking:	
Outside of agreed deadlines Re-submissions as a Result of a Disciplinary e.g., Plagiarism	From £40.00
Re-Marking/Amendment Fees for Worksheets, Planning, Case Study	£25.00
Viva (verbal assessment)	£40.00
Deferred or Re-sit Practical Assessment Includes:	
Client Consultations	£50.00
Summative Practical	£100.00
Assessments Pre-recorded	£100.00
Video Assessments Live Video	£100.00