

Cherith Simmons Learning & Development

Terms and conditions for participants

Partner responsible for the policy: Cherith Simmons

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1. Registration

You must complete and submit a registration form together with these signed terms and conditions before the start of your programme.

You need to complete your programme before this registration expires.

2. Programme fees

2.1. Deposit

A deposit must be paid on registration to secure your place on the programme. It must be paid before access to FlexiLearner[®] and the programme is given.

This is **non-refundable** should you fail to start or complete the programme.

2.2. Payment terms

Payment terms are **full payment** of programme and accreditation fees **before** the commencement of the programme less the deposit already paid.

Programme fees are **not refundable** if participants do not complete the qualification or drop down to a lesser qualification, even if a payment plan is in place.

2.3. Participant numbers

Programmes can only be run for a viable minimum number of participants. If cohort numbers do not reach or fall below an acceptable level, we reserve the right to:

- Combine programmes;
- Combine participant levels;
- Merge the cohort with that of a similar open access programme; or
- Manage the programme in a different way e.g. distance learning.

Your deposit and programme fees may be eligible for a transfer to an alternative Cherith Simmons Learning & Development programme, product or service (including completing the programme by Distance Learning) if necessary.

A full refund will only be given if no suitable alternative programme is available within six months of the original start date.

2.4. Payment

Payments can be by credit or debit card, over the phone or via bank transfer to Cherith Simmons Learning & Development.

Lloyds Bank

Sort Code: 30-94-42

Account No: 02305411

2.4.1. If your organisation is funding this programme

Your organisation will have paid for your place and may well have laid down some rules/procedures regarding the sponsorship. Please find out about these from your Manager or HR department.

2.4.2. If you are joining as a “self-funded” participant

In certain circumstances, a payment plan to spread the payment over a longer period may be granted. Please contact us to find out if you are eligible.

2.5. Non-payment of programme fees

If fees are not paid in full, Cherith Simmons Learning & Development reserve the right to block access to FlexiLearner® or to not mark your work until the position has been rectified.

No accreditation will be granted for any portion of the programme completed without payment.

2.6. Administration fees for Learner non-compliance with submission or attendance requirements

2.6.1. VRQ programmes

These terms and conditions allow for Cherith Simmons Learning & Development to reclaim administration fees for costs incurred through non-attendance or non-submission of work on all qualifications, directly from the learner via scale of fees as set out below.

2.6.2. Apprenticeships

Attendance and submissions are conditions of ESFA funding as set out in the Commitment Statement signed by Learners, Employers and Learners' Line Managers.

Administration costs incurred by Cherith Simmons Learning & Development in managing non-attendance and non-submission will be reclaimed from employers directly in relation to the apprentice non-attendance or submission in line with the scale of fees set out below.

These fees may mean the cost of Apprenticeship delivery exceeds the funding applicable to the Apprenticeship concerned and represents an increase in delivery costs exceeding the funding band maximum.

Under Section 64 of the ESFA Apprenticeship Technical Funding Guide, the employer is liable for paying for the difference in full.

2.7. Non-attendance at workshops or webinars

If you cannot attend a workshop/webinar, you must let your Client Services Manager know, as soon as possible, in writing, on the correct form. Alternative attendance will be arranged and agreed with you.

- If you do not advise us of your non-attendance you will be charged an administration, tutor and venue fee of £40.00.
- If you do not attend the agreed alternative date and do not give 48 hours' notice, there is a further administration fee of £60.00.
- You will be invoiced directly. Unpaid charges will be added to payment plans for self-funded learners.

2.8. Non-submission of work

2.8.1. Workbooks

Completion of workbooks is an integral part of the accreditation process.

If you are attending face to face workshops and do not complete your Essential Self-Study (ESS) in advance of the workshop, you must submit the fully completed workbooks (via FlexiLearner®) within one week of the workshop day for marking.

You will be charged £10 for the marking of each workbook. Random testing of workbooks also happens after each workshop.

If you are doing your qualification by distance learning and are late in submitting your workbooks without an agreed extension, in writing, on the correct form, you will be charged £25.00, as new dates and markers will have to be re-arranged.

2.8.2. Assessments

All assessments must be submitted on FlexiLearner® by the due date outlined on your schedule.

If you are late in submitting your assessments and do not have an agreed extension at least a week in advance, in writing, on the correct form, you will be charged £40.

If you meet the criteria laid down by your awarding body and an extension is approved, you will be given a revised hand-in date. If you fail to meet this date, a further charge of £60 will be made.

We cannot guarantee a marking date and the marker you will be allocated may well not be your usual one. Work submitted late will not be able to achieve merit or distinction in grading.

Unpaid charges for non-submission of work/non-attendance will be added to payment plans for self-funded learners.

2.9. Deferral

Should you not be able to complete the programme to your original schedule (for whatever reason) you may need to join a new group.

Requests for deferrals (dropping off the programme for a time) will be dealt with on an individual basis. You must apply in writing.

Cherith Simmons Learning & Development may, at their discretion, offer an alternative place free of charge, on an equivalent programme, either in a different location or in a succeeding year, so that you may complete your studies.

Your Client Services Manager will confirm which assessments you have yet to complete and the workshops which you must attend in order to complete your qualification.

2.10. Refund policy

Your deposit and course fees will be eligible for transfer to an alternative Cherith Simmons Learning & Development programme, product or service (including completing the programme by Distance Learning).

If your programme has been funded by your organisation, this may have some cost implications.

Where an employer has paid for the programme, Cherith Simmons Learning & Development may agree to transfer remaining studies to another person or complete the whole programme on payment of a “top-up” fee equivalent to the worth of the elements not already undertaken.

2.11. Administration fees for deferral

In all cases, the following administration fees will be incurred on deferral and subsequent re-instatement:

Upon deferral request	£50.00
Reinstatement	£50.00

This will need to be paid before FlexiLearner® is accessible and the programme materials can be accessed.

2.12. Administration fees for deferral from Apprenticeship programmes

If you decide to defer or “drop-off” an Apprenticeship programme, the following fees will apply:

- Admin fee: £100
- Accreditation fees for parallel diploma programmes not yet paid in full
- Marking costs to date for parallel diploma programmes
- Non-levy learners – full non-levy employers 5% contribution if not yet paid.
 - Level 3 - £225
 - Level 5 - £350

2.13. Expiry of registration

If you do not complete your programme before your registration expires (3 years after the first start date of your original group) **the registration fee will need to be renewed.**

Registration fees are fixed by your awarding body and increase every year. Please call the office for current prices. If your accreditation registration lapses, you may need to complete different assessments.

Your circumstances, such as your workplace, may have changed by the time you wish to re-start your programme, therefore, if you are a Diploma learner, you may need to re-start your Business Case and Plan to complete your qualification.

Partial completion of the programme may qualify for a lesser qualification. This will require payment of additional certification fees. Please contact us for details.

2.14. Joining another programme

It is possible to join any future open access programme (including those run by distance learning through webinars) subject to the following conditions:

- The maximum number of participants on the programme is not exceeded;
- £50 admin fee is paid one month prior to your re-start;
- You confirm which programme you would like to join, at least 1 month prior to your re-start, as we need to transfer your FlexiLearner® profile into your new group.

The number of open access programmes is limited therefore you may need to wait for the next available cohort to re-start your programme. Please contact the office for more information regarding the current open access courses.

2.15. Loss or alteration of certificates

It is your responsibility to keep us informed, in writing, of any change of name or spelling of your name.

If you change your name after the end of the programme or lose your certificate and want another one issued, the fee is £50 for each re-issued certificate.

General terms

2.16. Data protection

Cherith Simmons Learning & Development will use the information you provide in this form to process your application to join the training programme and in dealing with you during the duration of the course.

The data will not be shared with any third party for marketing purposes without firstly obtaining your consent.

You have the right to request personal information that is stored about yourself. Your personal details will be kept until the requirement for Cherith Simmons Learning & Development to maintain your records for accreditation purposes has lapsed.

Please find our full *Data Protection* policy on our website or you may request a copy from our office.

2.17. Confidentiality

We make every effort to maintain confidentiality whilst you are on the programme, so that you can feel secure in talking about staff, or organisational issues which you face.

We will only feed back to your employer should your actions or inactions, (i.e. non-submission of work, lateness etc.) become a problem for the programme. Your workplace is not sent copies of your written work so you can feel free to be constructively critical.

2.18. Equal opportunity and diversity

Cherith Simmons Learning & Development values diversity and is committed to equality of opportunity and promoting access to fair assessment for all, whilst maintaining the integrity of its qualifications.

If you would like any special circumstances to be taken into account e.g. disability, dyslexia, or religious needs, please notify us as early as possible in the programme.

We can apply special assessment criteria which we will discuss with you in confidence.

You must let us know on the registration forms and in writing. Special arrangements may be made for assessment.

Please find our full *Equal Opportunities & Valuing Diversity* policy on our website or you may request a copy from our office.

2.19. Safeguarding and prevent

All programmes delivered by Cherith Simmons Learning & Development are subject to our *Safeguarding and Prevent* policy which include specific induction sessions for apprentices, with regular updates and advice on recognising concerns on safeguarding and reporting signs of radicalisation, abuse or bullying.

The policy includes an overall risk assessment for each programme and session risk assessments conducted by tutors.

The *Safeguarding and Prevent* policy forms part of these terms and conditions.

2.20. Plagiarism

Do not copy anything from other sources without acknowledging where you got it from.

Copying other people's work and failing to say where it came from is **plagiarism** and is considered a form of misconduct subject to disciplinary action.

By the act of making a submission of work to us, you certify that it is **all your own work**. You will be committing an assessment offence if you:

- Submit work that has, in whole or in part, been knowingly presented elsewhere for assessment; or
- Use materials from other sources (e.g. copied from the internet) without full and proper acknowledgment.

Your attention is drawn to the plagiarism and cheating policies (available on FlexiLearner[®]), and the subsequent penalties, of both Cherith Simmons Learning & Development and the awarding bodies.

Please see FlexiLearner[®] for the full *Learner Plagiarism and Cheating Policy* which forms part of these terms and conditions.

2.21. Grievance

If you have a grievance or complaint, please find our full *Grievance Procedure* policy on our website or you may request a copy from our office.

2.22. Misconduct

Participants are reminded that other people are affected by their actions and behaviour on the programme.

Therefore, we demand that participants do not use offensive or discriminatory language during workshops or on FlexiLearner[®]. It is illegal and individuals will find this intimidating.

Behaving appropriately will ensure that all members of the group enjoy the programme and feel safe.

Misconduct or disruptive behaviour will not be tolerated, and disciplinary action will be taken in all such cases.

Participants are also subject to the policies in force for the time being, imposed by the various awarding bodies.

Please see FlexiLearner® for the full *Learner Disciplinary Procedure* which forms part of these terms and conditions.