

Contract/terms and conditions for all qualifications offered by The Academy

Learners will be required to:

- Find a suitable placement (if required) for the whole period of the qualification, unless already in paid employment. This should be Ofsted graded 'Good' or above, if applicable, unless agreed in advance with The Academy and an external mentor is provided.
- Have a current DBS check, funded by the workplace/setting (if required). The Academy cannot accept responsibility for learners who do not have a DBS in place.
- Complete the qualification within the period specified, achieving the required minimum number of hours in their workplace. Any extension to the study period will need to be agreed with The Academy and charged at £50 per hour.
- Give 24 hours' notice of cancellation of appointments with their assessor. Late changes to appointments or refusal of access to the workplace/setting will be counted towards allocated learner/assessor time.
- Keep their assessor up-to-date on progress and advise if unable to meet deadlines set. Periods of inactivity will be recorded, and appropriate action taken to support the learner where necessary. Failure to adhere to any action plan set will result in the learner being withdrawn from the qualification and all relevant costs recharged to the learner. Individual circumstances will be taken into consideration.
- Attend any mandatory or highly recommended workshops in relation to their learning.
- Notify The Academy of any change to information provided on the application form.

Financial information for learners:

- Once learners have submitted their application for a qualification, a £25 cancellation charge will apply to all classroom-based course cancellations received by The Academy with less than 14 days' notice from the course start date.
- Learners who meet the funding criteria will pay a personal contribution towards the full cost of the qualification, which must be paid before an assessor is allocated, with the remaining balance funded by The Academy.
- Those learners who are ineligible for funding will pay the full cost of the qualification when applying, or agree a payment plan with The Academy.
- Learners will have a 14-day cooling off period from the date of induction to withdraw their application without further charge. Following the cooling off period, all costs incurred over and above the learner contribution will be charged if the learner chooses to withdraw or fails to complete the qualification. This can be paid over an agreed period if required.
- Refunds for learners who have paid full fees will be calculated and agreed according to the circumstances at the time of withdrawal.
- Funding is not transferable once registration with awarding bodies has been processed.
- Learners will make regular payments towards fees where a payment plan has been agreed.
- Non-payment will result in access to learning being suspended until payments are up-to-date.

- In the event of an agreed extension to the period of study or additional assessor time being required, the hourly rate of £50 will be charged to the learner.
- Non-attendance or late cancellation of mandatory or highly recommended courses will incur a cancellation fee, invoiced to the employer, who may choose to recover this cost from the learner.
- The learner is responsible for any recharge related to the qualification.

The workplace/setting will be required to:

- Provide a workplace mentor for the whole study period. The Academy can provide support for this role if required.
- Ensure that the learner has a current DBS check, funded by the workplace/setting (if required).
- Provide the learner with a full induction, including responsibilities for health and safety.
- Provide a suitable area at appropriate times for the assessor to meet with the learner as required.
- Enable the learner to produce evidence to support their qualification as required.
- Enable the learner to complete the required number of hours in the workplace/setting.
- Enable the learner to attend mandatory and highly recommended learning and support attendance at other learning activity as required.
- Ensure that the assessor is not included in staff ratios during visits to learners.
- Be aware that any extension to the time allowed to complete the qualification is subject to agreement of The Academy, the learner and the workplace/setting.
- Be aware that the responsibility for injuries to persons or property lies with the workplace/setting, in line with the Health and Safety at Work Act 1974.
- Report any accident or incident involving the learner to The Academy Manager by telephone, to be followed up in writing within five working days.
- Notify The Academy of non-attendance by the learner at the workplace/setting.

Financial information for workplace/setting:

- The workplace/setting will not receive any payment for support provided to the learner.
- Standard CPD Online booking terms and conditions will apply to all mandatory and highly recommended courses. Non-attendance or late cancellation charges will be invoiced to the workplace/setting, who may choose to pass these charges on to the learner.

Confidential information: The Academy and employees of The Academy shall not, either during or after the termination of this contract, divulge or communicate to anyone outside the workplace/setting confidential information relating to the learner or workplace/ setting, which they may receive or obtain whilst working with the learner and workplace/setting. Nor shall they use for their own or for any other purpose, any information or knowledge of a confidential nature that they may from time to time acquire in relation to the learner and workplace/setting. This excludes



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information or knowledge that may come into public domain other than through default of The Academy. Where The Academy has any doubts as to what constitutes confidential information, guidance will be requested from relevant sources.

E-portfolio: The learner will be supported and monitored as they complete their portfolio online. Only the learner, their assigned assessor, the internal quality assurer, the awarding body centre advisor and other responsible persons within CBC will have access to the learner's portfolio for the purpose of assessment and internal quality assurance.

Use of tablets: The Academy use tablets in order to support the application of online portfolios and recognises that the applications available on tablets may be in breach of individual workplace/setting policy. If a workplace/setting does not wish this equipment to be used, this decision would be respected as final and alternative methods of supporting the learning will be found. The Academy will operate strictly within the guidelines of The Academy's tablet policy.

Advertising: The Academy shall not utilise the name of the learner or workplace/setting in any advertising or promotional literature without prior written consent of the learner and workplace/setting.

Amendments to this contract: Subsequent alterations, amendments and changes to this contract shall be binding only when agreed by all parties in writing.