

## Team Bath Courses - Terms and Conditions



By booking a course with us you are agreeing to the following Terms & Conditions. Please read them carefully and do not hesitate to contact us should you have any questions.

### 1. Booking

Places on the courses are limited and filled on a first come first served basis so please ensure that you book as early as possible to guarantee your place and to prevent the possible need for us to cancel a course due to insufficient take up. Late entries may be accepted at our discretion, subject to availability. You will receive a confirmation by email within 5 working days of receipt of your application form or online store payment. For all purposes, the date of booking is the date on which we receive your payment deposit of £200 or course fees in full. Please note that the University has the right to refuse an application. Our courses are for both male and female students and classes are mixed.

### 2. Payment

All prices quoted in current adverts, in promotional material and online are per person and inclusive of VAT. They do not include travel expenses, parking, lunch, accommodation costs or the like. A £200 deposit is required to secure your booking with full payment due at least two weeks prior to the course date. Payments can be made via the online shop or by cheque. Cheques must be made payable to 'University of Bath', and posted to the address below with your application form.

Where payments are to be made by agreed instalments via direct debit and those instalments have not been paid on the due date, we reserve the right to delay the marking of course work or cease providing any instruction/training until the outstanding sums are paid in full.

### 3. Your Right to Cancel & Refunds

If you wish to cancel this agreement you may do so within 14 days of the booking date, (this is the date on which we receive your payment deposit) by notifying us in writing of your wish to cancel, (attached is a copy of a cancellation form but you do not need to use this form). If you cancel within this 14 day cancellation period, you will be entitled to a refund of your deposit (unless the course has started within this period – in which case you will be entitled to a pro rata refund to take into account that part of the course that has already taken place). After the 14 day cancellation period the £200 deposit will be non-refundable.

If you cancel your booking outside of the 14 day cancellation period, but there is still two weeks or more left to run before the scheduled course start date, we will refund you the course fee, (less the £200 non-refundable deposit). If you cancel your booking within the two weeks before the scheduled course start date, no refund can be given, (unless it is within the 14 day cancellation period referred to above).

### 4. Cancellation of Courses

The University may need to cancel courses or scheduled sessions without notice or on short notice in exceptional circumstances, (although the University will always provide as much notice of any cancellation or change as possible). The University will only cancel a course if it really has to, due to circumstances outside of the University's control. This could include for example, if a member of staff was unexpectedly unavailable and a replacement could not be found in time or if there was

insufficient take up – e.g. if very few people signed up for a particular course and it was simply not viable or practical to run it in the circumstances. In this situation, course fees will be returned in full, however the University will not be responsible for any travel, accommodation or any other costs incurred by you.

The University will endeavour to reschedule any sessions that have to be cancelled, e.g. , if the University is closed due to severe weather conditions.

Tutors/teachers/instructors may be changed if necessary without prior notice to allow for other teaching commitments, illness, leave etc.

Bookings for the Diploma in Gym Instructing & Personal Training are for the Diploma course as a whole and not for the individual modules and as such, will be treated as a single course. Refunds will not be given for course downgrades, unless at the discretion of the course tutor and if requested more than 14 days prior to start date.

### **5. Qualifications**

Undertaking a course will not necessarily qualify you in that discipline. Following completion of the course you will be given verbal feedback and permitted to undertake assessment if appropriate. Exam/assessment entry will usually depend on satisfactory completion of all written coursework and/or course attendance. You will be required to demonstrate your understanding of the relevant knowledge and skills.

For those intending to complete the Level 3 Diploma in Gym Instructing & Personal Training you should note that successful completion of the Level 2 content is a pre-requisite to proceeding to Level 3. Therefore you will not normally be permitted to proceed to start undertaking the Level 3 elements of the course unless you have successfully completed the Level 2 content and passed the Level 2 exams. If you fail to do so the University may therefore require you to instead transfer to a later course

### **6. Reassessment of Theory Exams**

If candidates do not pass the exam on the first attempt, one 30 minute exam preparation session will be offered prior to each reassessment, up to a maximum of 2 re-sits. After the third failed exam candidates will need to either pay for and re-sit the entire failed module or pay for tutorial support prior to the fourth attempt. Any further tutorial support needed will be charged at £40 per hour.

### **7. Reassessment / Missed Assessment of Practical Exams**

If candidates do not pass the practical element of the course on the first attempt, they will be required to wait until our next assessment date(s) to retake. For those wanting to retake in advance of our planned assessment date(s) a fee of £150 is charged.

If candidates do NOT show up for the practical assessment on the date scheduled for their course candidates will be required to wait until our next planned assessment date(s) or pay a fee of £150 to cover the External Assessor.

### **8. Disclaimer & Your responsibilities**

You are responsible for your property/personal possessions whilst attending the course/any sessions. The University does not accept liability for any loss or damage to your property, (unless it is caused by our negligence), so please look after your own belongings and keep them safe, (e.g. do not leave items unattended). You must also act responsibly whilst attending/participating in any

course/sessions. In particular you must take all reasonable care for your own health, safety and wellbeing and the health, safety and wellbeing of others. You must also comply with all instructions given by University staff and ensure that you use any University equipment or facilities as instructed/expected. You must also comply with the rules of the University Sports Training Village and any applicable codes of conduct.

#### 9. **Copyright**

The copyright and all other intellectual property in any course materials shall remain the sole and exclusive property of the University and/or any relevant awarding organisation or partnership organisation and you shall not copy such materials or use them for running your own courses/business.

#### 10. **Data Protection**

You consent to the University processing your personal data as necessary for all purposes connected with your application and for all reasons related to your participation in the course. This includes us having to keep on record such things as your contact details, your course marks, reasons provided for absences etc.

We will only process personal data in accordance with our registration under all applicable Data Protection legislation including the Data Protection Act and the General Data Protection Regulation.

Personal Data - The data that you provide will only be used for the purpose of administrating your account here and recording any payments. The University will abide by the principles of all applicable Data Protection legislation including the Data Protection Act and the General Data Protection Regulation and ensure that the data is used for no other purposes and is not disclosed to third parties unless relevant to your application for example registering you with the Awarding Organisation. When processing payments the University is compliant with PCI DSS regulations.

Some courses use video as a method of assessment, please see individual Video Policy & Agreement given on course.

#### 11. **Refreshments**

Food and drink is available to buy from a number of catering outlets throughout the University campus, although this may be reduced on weekends and throughout University holiday periods. Learners should feel free to bring their own food and drink. There are a number of ATM cash machines available on campus.

#### 12. **Parking**

Pay and display car parks operate throughout the campus and costs will need to be covered by the individual. The latest charges for parking can be found here;

<https://www.bath.ac.uk/corporate-information/visitor-car-parking-on-our-claverton-down-campus/>

#### 13. **Training & Development Contact Details**

Sarah Jones, Programme Manager

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Office address for payments;

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