

## YMCA Awards Terms and Conditions

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## Contact

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# 1 Conditions of Approval

## **Initial Approval:**

- 1.1 The approval fee is a non-refundable fee which is required upon submission of the completed Centre Approval Application. This fee is payable regardless of the outcome of the centre approval application.
- **1.2** Before the centre can offer (or publicise as offering) YMCA Awards units and qualifications it must gain written approval from YMCA Awards confirming the centre as approved.
- **1.3** To apply for approval, the centre must complete the YMCA Awards Centre Approval Application and Centre Agreement and declare whether it has ever had:
  - A previous application for approval denied/withdrawn
  - Sanctions applied/approval removed by another awarding organisation
  - An Ofsted report with 3 or 4 grading
- **1.4** The centre must indicate on the YMCA Awards Centre Approval Application form if it receives public funding
- 1.5 YMCA Awards will conduct an evaluation visit or virtual meeting with centres wishing to offer Level 2 qualifications and above and will provide written confirmation identifying the units and qualifications for which it is approved. The evaluation will only take place once the centre's initial approval application fee has been received.
- 1.6 YMCA Awards will carry out a credit check on centres as part of the initial approval process and a credit limit may be applied as a result of the credit check. YMCA Awards reserves the right to request payment in advance for products and services in cases where a poor credit rating is identified and in cases where credit checks provide a borderline result, YMCA Awards reserves the right to request a copy of the company accounts.
- **1.7** The centre will only be approved to deliver the YMCA Awards units and qualifications for which it has applied.
- **1.8** If the centre delivers a YMCA Awards unit and/or qualification that has not received approval its centre status will be automatically suspended.

### **Approval for International Centres:**

- **1.9** International Centre Approval Applications will be reviewed in accordance with current British Foreign and Commonwealth Office guidelines for advice on safety and security
- **1.10** If the centre is located outside of the UK, it will be required to cover the travelling, accommodation and subsistence costs incurred by YMCA Awards for any external quality assurance/evaluation visits and postage/delivery costs for YMCA Awards materials and resources.
- **1.11** The centre will be required to pay for YMCA Awards services in GBP Sterling (£) or Euros (€) where applicable. Visit www.ymcaawards.co.uk/international-fees for full information on



international fees.

- **1.12** For centres operating outside the UK, an evaluation visit or virtual meeting will be required to establish agreement on local government and statutory requirements and to meet YMCA Awards centre approval requirements.
- 1.13 For centre operating outside the UK a YMCA Awards External Quality Assurer will conduct a visit every second year of operation and conduct desk based sampling in the interim year. A risk assessment report will be completed identifying the extent to which the centre is able to comply with YMCA Awards standards. The YMCA Awards external quality assurer will provide the centre with an action plan and any recommendations for improvement

#### Please note:

- Centres operating outside of the UK are required to follow the 'Certificate Claims', 'Certificate Issue' and 'Resource Request' requirements stated in the YMCA Awards Terms and Conditions
- Centres wishing to gain YMCA Awards Endorsement should follow the requirements stated in the YMCA Awards Endorsement Terms and Conditions
- Approval by YMCA Awards does not remove the obligations of centres to comply with relevant local, statutory and regulatory requirements. YMCA Awards monitors compliance with local legal requirements in the following areas: fire protection, health and safety, employment law, child protection/safeguarding, equality/non-discrimination, copyright, data protection and observance of visa regulations, as part of its quality assurance activity.
- Any contractual agreements between YMCA Awards and an approved centre, or any disputes arising out of the award, refusal or withdrawal of approval by YMCA Awards, shall be subject to English law.
- Approved centres must satisfy YMCA Awards that they fully comply with statutory requirements in these areas. Approval will not be awarded to centres which fail to meet these requirements.

### **Additional Approvals:**

- 1.14 If the centre wishes to seek approval for additional units and qualifications it should apply in writing using the YMCA Awards web based additional approval application. This should be accompanied by relevant evidence of training team members' experience/qualifications.
- **1.15** The centre's application for additional approval will incur a fee (please visit www.ymcaawards.co.uk/fees for the latest fee information).

### **Maintenance of Approved Centre Status:**

- 1.16 The centre retains approval based on its ability to consistently meet the quality assurance guidelines provided by YMCA Awards. These include the completion and submission of an Annual Registration Form, the compliance with actions arising from external quality assurance sampling, the accurate completion of administrative forms and processes, as well as adherence to security procedures and assessment protocol.
- 1.17 The centre's ability to consistently maintain YMCA Awards quality assurance standards is



- monitored and supported by the YMCA Awards External Quality Assurer (EQA).
- 1.18 The YMCA Awards EQA will conduct a visit each year and complete a risk assessment report identifying the extent to which the centre is able to comply with YMCA Awards standards. The YMCA Awards EQA will provide the centre with an action plan and any recommendations for improvement.
- **1.19** If the centre falls below YMCA Awards quality assurance standards, YMCA Awards may apply a change of risk status or impose sanctions (see Section 10).
- **1.20** Centres that have had approval withdrawn will be required to make a new approval application if they wish to begin delivery at a later date.

#### **Human Resources:**

- **1.21** Centre approval is based on the information submitted by the centre to YMCA Awards in the Centre Approval Application. This includes the details of teaching, assessing, internal quality assurance and relevant administration team members.
- **1.22** YMCA Awards must be informed in writing of changes in teaching, assessing and internal quality assurance team members prior to such changes taking place.
- 1.23 Centre must notify YMCA Awards of all changes to training team members using the <u>Additional Staff Approval Application Form</u>. This should be accompanied by evidence in the form of CVs and certificates.
- **1.24** If the centre fails to comply with the guidelines for notification of training team member changes, YMCA Awards may impose a change of risk status or impose sanctions (see Section 10).
- **1.25** Guidance on minimum training team requirements can be located on the YMCA Awards website (<a href="www.ymcaawards.co.uk/centre-quidance">www.ymcaawards.co.uk/centre-quidance</a>).

## **External Quality Assurance:**

- **1.26** All approved centres of YMCA Awards will be required to submit an Annual Registration Form by the 31st October of each year.
- **1.27** All approved UK centres of YMCA Awards will receive an annual visit from a YMCA Awards appointed EQA. For centres outside the UK a visit every second year is conducted with desk based sampling during the interim year.
- 1.28 The centre will be notified in advance of the dates and times of each annual visit which will be mutually agreed between the centre and the appointed EQA. Any request for written evidence must be made available at the time of the visit.
- **1.29** Cancellation by the centre of an agreed visit must be received in writing by YMCA Awards at least 14 days before the visit date.



- **1.30** Cancellation by the centre within 14 8 days will incur a fee to cover the costs of expenses and administration (please visit www.ymcaawards.co.uk/fees for the latest fee information).
- 1.31 EQA visits that are cancelled by the centre within seven days of the intended visit date will be charged at the daily rate (please visit <a href="www.ymcaawards.co.uk/fees">www.ymcaawards.co.uk/fees</a> for the latest fee information).
- **1.32** Consistent failure to cooperate with YMCA Awards monitoring activities or allow access to the centre, relevant team members, learners or records will result in approval being withdrawn and certification suspended in line with Ofqual Conditions of Recognition.
- **1.33** YMCA Awards reserves the right to make unannounced spot check visits to centres.

## **Programme Assessment and Delivery:**

- 1.34 In order to remain an approved centre, the centre must provide YMCA Awards with detailed information of its intended delivery using the <u>Annual Registration Form</u> available from the approved centre area of the YMCA Awards website.
- **1.35** If the centre fails to complete the <u>Annual Registration Form</u> its centre status may be suspended until such a time as it is received.
- **1.36** Failure to respond to an official request for information will incur an administration charge and fees for EQA visits that have taken place for the year (see here for the latest fee information).
- 1.37 If the centre has been suspended due to failure to respond to a written request for programme/assessment information, it will be required to re-apply for centre approval (including payment of new approval fees) and will be unable to recommence until a new approval has been granted.



## 2 Procedures for External Assessment

## Security:

- 2.1 As part of the approval process the centre must complete the Security Declaration within the Central Approval Application and appoint two named people that are responsible for the security of all YMCA Awards theory papers/eAssessment.
- **2.2** YMCA Awards will only release theory papers/answer sheets/access to eAssessment to a person named on the Security Declaration.
- **2.3** The nominated person(s) must request theory papers or eAssessment a minimum of five working days before the assessment is due to take place.
- **2.4** YMCA Awards will apply charges for assessment requests or requests to amend assessment schedules with less than five working days' notice (see <a href="here">here</a> for the latest fee information).
- 2.5 It is the responsibility of the centre to ensure that the YMCA Awards are informed of any changes to the named person(s), and to ensure that where appropriate, a new YMCA Awards Security Declaration Form is requested from and submitted to YMCA Awards.
- **2.6** The centre must only use answer sheets that correspond with the allocated theory paper.
- **2.7** The centre must only use answer sheets provided by YMCA Awards. Please note that answer sheets must be printed double-sided from the master version provided by YMCA Awards.
- **2.8** YMCA Awards will apply a charge for the marking of theory papers that cannot be optically scanned/electronically read as a result of centre error (see <a href="here">here</a> for the latest fee information).
- **2.9** Failure on behalf of the centre to follow the guidelines as shown on the YMCA Awards website (<a href="www.ymcaawards.co.uk/centre-guidance">www.ymcaawards.co.uk/centre-guidance</a>) will result in a centre sanction and may invalidate the learners' results.
- **2.10** Any breach of security by a centre that results in the withdrawal of a theory paper from circulation will incur a £500 penalty fine.
- **2.11** Theory paper requests that are submitted from an unapproved source will be rejected and returned without processing. Continued attempts for unapproved submissions will incur an administration fee and may result in a sanction relating to the centre's risk status.



### **Accurate Completion of Associated Paperwork:**

- **2.12** The centre must ensure that the learner assessment register is fully completed showing its centre name and code, in addition to the names and signatures of all invigilators and learners.
- **2.13** Individual answer sheets must be fully completed and correspond with the allocated theory paper.
- **2.14** Theory paper answer sheets must contain the date, name and signature of both invigilator and learner (where appropriate answer sheets must also show the unique learner number provided by YMCA Awards).
- **2.15** YMCA Awards will be unable to process results (and may declare the assessment invalid) for learners whose answer sheets do not include the relevant signatures.

#### **Learner Results:**

- 2.16 YMCA Awards will mark externally assessed theory papers and return written results to the centre within 10 working days. Where hand marking is required, YMCA Awards will mark externally assessed theory papers and return written results to the centre within 15 working days.
- **2.17** YMCA Awards will provide additional copies of results within 28 working days of receipt of a written request for duplicates.
- **2.18** Centres wishing to mark their own learners' theory papers must adhere to the following procedure:
  - i. Mark theory paper mark sheets using the template provided by YMCA Awards
  - ii. Record the theory paper results on YMCA Awards' online registration and certification system
  - iii. Retain copies of all theory paper mark sheets (prior to posting to YMCA Awards) for a period of 12 months (for external quality assurance sampling where required)
  - iv. Post all marked theory paper mark sheets to YMCA Awards for sampling (in the correct size and format for scanning)
- **2.19** YMCA Awards will verify centre marked theory paper results via sampling if any result discrepancies are found, the centre will be notified and the mark amended by YMCA Awards.
- **2.20** Where a centre has internally marked theory papers, they must delay certificate requests for the corresponding learners as per condition 4.1.



# 3 Learner Registrations

- 3.1 Prior to learner registration, centres are required to assess the suitability of learners for YMCA Awards qualifications in relation to any legal convictions and regarding the suitability of the learner to use the qualification vocationally.
- **3.2** Where qualification prerequisites exist, centres must validate that learners hold the relevant prerequisite qualification(s) prior to registration.
- **3.3** The centre must register learners for all qualifications either prior to or within the first 10% of the course duration.
- **3.4** Learners that have not been registered in accordance with the guidelines will not be eligible to receive certification.
- 3.5 Unit registrations are not available. If centres wish learners to access only a limited number of units within a qualification (e.g. because the learner has already passed the qualification's other units through prior learning) they will still need to register the learners for the full qualification. A qualification registration fee applies in this instance.
- **3.6** Proof of learner identity must be acquired before they are registered by way of two pieces of photographic identification and one proof of address document.
- **3.7** Upon registration YMCA Awards will confirm learner name, any specific unit and/or qualification details and a unique learner identifier.
- 3.8 The unique learner identifier must be used on all subsequent correspondence including theory paper answer sheets (where requested) and certificate claims (please refer to Section 2 and 4 for details on accurate completion).
- 3.9 Learner registration fees are generally non-refundable. However, under exceptional circumstances YMCA Awards will consider refunding registrations resulting from centre administrative error within two working days of the registration being confirmed. Centres should contact YMCA Awards Customer Support in such instances.
- **3.10** If learning resources are required, they should be ordered as per Section 4 of YMCA Awards' Terms and Conditions. Centres are responsible for giving sufficient notice prior to course start dates to ensure that resources are delivered in a timely manner.
- **3.11** YMCA Awards cannot be responsible for items dispatched by a third party (e.g. printing house). YMCA Awards will work with the centre to help resolve any issues should they arise.
- **3.12** Centres in countries outside of the European Economic Area must have equivalent levels of data protection for personal data available as exist within the European Economic Area. This is in order to safeguard learner information after they have been registered onto a YMCA Awards qualification.



## 4 Certification Claims

- 4.1 Claims for certificates should be submitted to YMCA Awards using the appropriate online systems. Certificate claims for learners whose theory results have been internally marked should be submitted no earlier than 12 days after sending the papers to YMCA Awards for sampling.
- **4.2** Centres are required to request the appropriate qualification certificate for learners that successfully achieve a YMCA Awards qualification.
- **4.3** For learners who do not complete a full qualification, unit certificates must be requested for the units they have successfully completed.
- **4.4** All information provided at registration must be clear and accurate. If learner information such as name spellings and dates of birth need to be amended prior to certification it is the centre's full responsibility to make these changes via the YMCA Awards online registration and certification service (Parnassus).
- **4.5** YMCA Awards will produce certificates based on the certification claim submitted. YMCA Awards will charge per certificate for replacements that are required due to centre inaccuracy / lack of clarity (please visit <a href="https://www.ymcaawards.co.uk/fees">www.ymcaawards.co.uk/fees</a> for the latest fee information).
- **4.6** YMCA Awards may refuse learner certification if the Annual Registration Form has not been submitted in advance in accordance with the terms of approval (see Section 1).
- **4.7** YMCA Awards will refuse learner certification for a unit or qualification that has not been approved.

### **Certificate Issue:**

- **4.8** YMCA Awards will dispatch the certificates for successful learners on receipt of an accurately completed claims form. Certification turnaround times are available via the YMCA Awards website (www.ymcaawards.co.uk/customer-service/turnaround-times).
- 4.9 Certificates will be dispatched via Royal Mail and the delivery costs absorbed by YMCA Awards. If the centre requires certificates to be delivered outside of the UK or via courier (including UK courier delivery) they will be charged for the additional cost of this delivery.
- **4.10** YMCA Awards accepts no liability for additional duties, taxes or levies placed on international deliveries.
- **4.11** Certificates will not be issued to centres with outstanding payments due or a risk status that identifies suspension of certification (please refer to Section 10).
- **4.12** YMCA Awards will not take responsibility for delays in the dispatch of certificates that result from the centre failing to complete the appropriate claims correctly.
- **4.13** YMCA Awards reserves the right to refuse to process claims/requests if instructions or details are unclear or incomplete.



#### Claims for corrections:

- 4.14 Claims for certificates that have been misspelled on the original request, should be resubmitted using the YMCA Awards Replacement Certificate Request form. The request form should clearly identify the reason and be accompanied by the original certificate, ensuring that the original YMCA Awards unique learner number has been provided.
- **4.15** YMCA Awards will not accept liability for certificate errors that are the result of inaccurate learner registrations or certificate requests. However, requests for amendments due entirely to YMCA Awards error will not incur a fee. The centre should apply as in 4.15.
- 4.16 Centre mis-coding resulting in incorrect invoices to the centre will carry an administration charge per amended invoice (please visit <a href="www.ymcaawards.co.uk/fees">www.ymcaawards.co.uk/fees</a> for the latest fee information).

## Replacement certificates:

- **4.17** The centre may obtain, for an additional fee, replacement certificates for learners who have lost the original. Application for replacement certificates should be made on the YMCA Awards Replacement Certificate Request form.
- **4.18** Centres must establish proof of identity of any learner requesting replacement certificates as in condition 3.4.
- **4.19** Where a certificate is lost between the centre and the learner, a replacement will be provided upon application at the duplicate request fee.
- 4.20 YMCA Awards will replace certificates within 5 working days of the original written request.
- **4.21** YMCA Awards will be unable to provide replacement certificates if the unique YMCA Awards learner number cannot be provided (please visit <a href="www.ymcaawards.co.uk/fees">www.ymcaawards.co.uk/fees</a> for the latest fee information).

## **Electronic submissions:**

- **4.22** All centres must submit claims/requests electronically and must identify the team members that have the appropriate permission in the Centre Approval Application.
- **4.23** It is the responsibility of the centre to ensure that permissions remain up to date, and to ensure that where appropriate, a new security declaration is requested from and submitted to the YMCA Awards Customer Support Manager.
- **4.24** Claims that are submitted from an unapproved source will be rejected and returned without processing. Continued unapproved submissions will incur an administration fee and may result in a sanction relating to the centre's risk status.



## **5** Resource Requests

- 5.1 Requests for all YMCA Awards supporting resources (except those identified as part of a blended learning registration) can be made at any time and are not tied to specific unit/qualification delivery periods/learners. However, the centre must be active and either approved, or in the process of approval (i.e. submitted a request) for a related unit/qualification to access these materials.
- **5.2** YMCA Awards will advise the centre of an expected delivery time frame and/or any known delays to delivery (please refer to the summary of customer service on the YMCA Awards website for guidance on <u>turnaround times</u>).
- **5.3** YMCA Awards will keep the centre informed of any changes in stated timeframes.
- **5.4** A list of available resources, scale of fees and relevant request forms are available from the YMCA Awards <u>Customer Support team</u>. This information is also identified on the <u>YMCA Awards</u> website.
- 5.5 Resources will be dispatched via a standard next-day UK courier service and the cost absorbed by YMCA Awards. If the centre requires weekend or international delivery they will be charged for the cost of this delivery.
- **5.6** YMCA Awards accepts no liability for additional duties, taxes or levies placed on international deliveries.



# 6 Centre Training

- **6.1** YMCA Awards offers a range of optional training days and eTraining to all approved centres to assist with ensuring quality of programme delivery and assessment.
- **6.2** Occasionally a YMCA Awards EQA may request that specific centre team members attend standardisation and/or syllabus support training days. Failure of the centre to comply with an EQA recommendation to attend training may affect the centre's risk status and subsequent applications for approval.
- 6.3 Standardisation and syllabus support training days are provided to active YMCA Awards approved centres at a nominal fee (please see the YMCA Awards website for full details www.ymcaawards.co.uk/training-days).
- **6.4** YMCA Awards will make available centre training day Power Point presentations to all approved centres on the YMCA Awards website no later than two working days after the training day has taken place

#### **Cancellations:**

- **6.5** YMCA Awards will advise the centre of any intention to cancel a training day at least two weeks before the intended commencement.
- **6.6** If the centre wishes to cancel a pre-booked place more than a week before the training day, full fees will be reimbursed.
- 6.7 If the centre wishes to cancel a pre-booked place for a training day within one week of the confirmed date, or fails to attend on the day, a refund will not be given, unless a medical certificate for the attendee has been provided.
- **6.8** YMCA Awards may be required to cancel a training day at short notice as a result of force majeure (for example fire, flood, snow, terrorist activities).



# 7 Payment Details

- **7.1** The invoice details on each application/claims form should be completed in full by the centre contact, clearly stating the invoice address and main contact. Where relevant the separate delivery information should also be recorded.
- **7.2** Centres wishing to pay by alternative methods should contact the YMCA Awards Customer Support Manager to discuss the options. The preferred payment method should be clearly identified on the YMCA Awards Centre Approval Application.
- **7.3** It is the responsibility of the centre to advise YMCA Awards in writing of any changes to centre details and/or payment method.
- **7.4** Payment terms for invoices are 30 days from the date of invoice.
- **7.5** If payment terms are not adhered to, YMCA Awards will freeze the centre's account and suspend the issue of resources/certificates/theory papers/eAssessment until the backlog is cleared. Additionally, a credit limit may be applied and a period of payment in advance may be required.



# 8 Registered Trademarks and Logo

- **8.1** The names Central YMCA Qualifications and YMCA Awards are registered trademarks.
- **8.2** The full title of the awarding body is YMCA Awards.
- **8.3** If an abbreviation is required, the correct and only approved abbreviation is YMCA Awards. All other abbreviations are not permitted. The use of any of the following is strictly prohibited:

YMCA

Central YMCA

**CYMCA** 

YMCA Courses

YMCA Fitness Courses

YMCA Qualifications

C YMCA Q

The above list of abbreviations is not exhaustive and is provided to show examples only.

YMCA Awards reserves the right to take appropriate action in respect of other abbreviations leading to misrepresentation explicit or implied.

- 8.4 When referring to the Level of a YMCA Awards unit or qualification, the number should be written in numerical format, and Level should be given a capital 'L' at the beginning even when in a sentence/paragraph, e.g. Level 2, Level 3.
- **8.5** Approved centres delivering YMCA Awards units and qualifications may only use the Central YMCA Qualification/YMCA Awards name and/or logos in respect of units/qualifications the centre is approved to offer.
- **8.6** Approved centres offering YMCA Awards or any organisation working with YMCA Awards must ensure the name and/or logos of YMCA Awards are used correctly in any co-branded materials, following the general guidelines of usage.
- **8.7** All materials, in any media format, being used to promote courses (and directly or indirectly Central YMCA Qualifications/YMCA Awards qualifications), must adhere to the following:

The YMCA Awards logo must be reproduced alongside that of the name of the approved centre

All information material must read Central YMCA Qualifications or YMCA Awards and must not be abbreviated in, or make reference to YMCA Awards in any other way (see 8.3)

The YMCA Awards logo may only be used subject to prior approval being given to the centre or organisation and acceptance of these terms and conditions.



Example: Approved Centre using the YMCA Awards name:

'SILVERTHORNE COLLEGE'

Gym Instructor course leading to a:

YMCA Awards Level 2 Certificate in Fitness Instructor - Gym 'SILVERTHORNE COLLEGE'

Gym Instructor course leading to a:

YMCA Awards Level 2 Certificate in Fitness Instructor

- **8.8** Centres must ensure a clear distinction is made between a YMCA Awards qualification being delivered (offered) and a centre course that is not a unit/qualification.
- 8.9 Centres may not at any time use the YMCA Awards logo on certificates produced by the centre. Any reference to the YMCA Awards name on certificates produced by the centre should be agreed with YMCA Awards to ensure that there is no confusion with YMCA Awards' regulated qualification certificates.

## YMCA Awards Logos:

- **8.10** The YMCA Awards logos are available upon request for both print and online use.
- **8.11** YMCA Awards reserves the right at its sole discretion to terminate or modify permission to display the logo, and may request that approved centres or third parties modify or delete any use of the logo that, in YMCA Awards' sole judgment, does not comply with these guidelines or might otherwise impair YMCA Awards' rights in the logo.
- **8.12** Approved centres may only use the YMCA Awards logo pursuant to the specifications in this document and the associated usage guidelines. Any use that falls outside of these specifications is strictly prohibited.

The YMCA Awards logo may be used:

in full colour:

Blue:

C: 100 | M: 50 | Y: 0 | K: 0 R: 0 | G: 114 | B: 188

#0072BC

In black (white type) C: 0 | M: 0 | Y: 0 | K: 100

R: 0 | G: 0 | B: 0







- **8.13** Third parties involved in a joint initiative with YMCA Awards, who are not an approved centre, may seek permission to use the YMCA Awards logo to promote the collaboration.
- **8.14** Third parties that supply services directly to YMCA Awards may seek permission to use the YMCA Awards logo.
- **8.15** When embedding the YMCA Awards logo on your website, it must be hyperlinked to the YMCA Awards website: <a href="https://www.ymcaawards.co.uk">www.ymcaawards.co.uk</a>.



## The YMCA Awards Approved Centre Logo:

8.16 The YMCA Awards Approved Centre logo is a fully registered trademark and may only be used on promotional materials. Using the YMCA Awards Approved Centre logo can help raise your profile and we would encourage active approved centres to use it, for example on stationery, promotional material, prospectuses, signage and exhibition stands as well as in press adverts in order to promote courses leading to qualifications or recognition from YMCA Awards.



Active approved centres will automatically receive artwork files for a YMCA Awards Approved Centre logo, which must be used according to the terms and conditions set out here and in the associated usage guidelines.

**8.17** Approved centres may only use the YMCA Awards Approved Centre logo pursuant to the specifications in this document and the associated usage guidelines. Any use that falls outside of these specifications is strictly prohibited.

The YMCA Awards Approved Centre logo may be used:

in full colour:

Blue:

C: 100 | M: 50 | Y: 0 | K: 0 R: 0 | G: 114 | B: 188 #0072BC

Grey:

C: 0 | M: 0 | Y: 0 | K: 50 R: 147 | G: 149 | B: 152

#939598

In black (white type) C: 0 | M: 0 | Y: 0 | K: 100

R: 0 | G: 0 | B: 0





- **8.18** Withdrawal of approved centre status will mean that you will no longer be able to use the YMCA Awards Approved Centre logo with immediate effect.
- **8.19** Centres that have been inactive for a period of 12 months or longer will need to apply to use the YMCA Awards Approved Centre logo by contacting a member of our customer services team.



### YMCA Awards Endorsed logo:

8.20 Publishers and third parties which produce learning materials and resources (across digital and print media) that have been endorsed by YMCA Awards may use this logo under licence only. Please note, that even where there is an endorsed publication, the publisher shall not claim or imply that it is essential to use that publication in order to achieve the qualification.



## Incorrect use of the YMCA Awards name and Logo:

- **8.21** You may not replicate the YMCA Awards logo in product packaging, on learning resources or in connection with other business services for which a formal license is required. (e.g., where using the YMCA Awards logo would imply that the material or service is produced, endorsed, licensed or delivered by YMCA Awards)
- **8.22** You may not use 'YMCA' separately from 'YMCA Awards' in any wording. All references to qualifications and products provided by YMCA Awards must always clearly state that the qualification or product is provided by 'YMCA Awards' (e.g., you should not advertise a training course as 'leading to a qualification from YMCA', or as 'YMCA training')
- **8.23** You may not incorporate the YMCA Awards logo or name into your own product names, service names, trademarks, logos, or company names, and you may not adopt marks or logos, or make representations that are confusingly similar to YMCA Awards logos
- **8.24** Tinted versions of YMCA Awards logos must not be used under any circumstances.
- **8.25** The logo should always be surrounded by a clearly defined space to ensure it stands out. The minimum space is 1/3 of the width of the logo (e.g. if logo is used 30mm width, allow 10mm space).
- **8.26** When used in co-branded materials, the YMCA Awards logo should appear equally weighted in relation to any other logos being used, adhering to the minimum size guidelines.
- **8.27** Misrepresentation by a centre in respect of a course and/or unit/qualification may result in a centre sanction or withdrawal of approval. YMCA Awards reserves the right to take further action should a centre be found to be misrepresenting and/or misleading audiences in any of its communications.
- **8.28** These guidelines form part of YMCA Awards terms and conditions for centres and are equally applicable to all on and offline activities. They are not exhaustive, and YMCA Awards reserves the right to amend them at any time. YMCA Awards reserves the right to withdraw approval from a centre that consistently breaches these conditions.



## 9 Use of Supporting Resources / YMCA Awards Assessment Materials

- **9.1** All YMCA Awards resources are the intellectual property of YMCA Awards and as such are subject to copyright law.
- **9.2** If the centre wishes to seek approval for its own assessment documentation, it must first apply for approval from YMCA Awards.
- **9.3** The use of any written resources/assessment materials/pro-formas other than those provided or approved for use by YMCA Awards is strictly forbidden.
- **9.4** The centre may apply to YMCA Awards to have its own logo added to existing YMCA Awards assessment paperwork.
- 9.5 The centre will be expected to provide copies of its own materials showing clear cross reference to the YMCA Awards syllabus/assessment materials, and ensure compliance with YMCA Awards guidelines on unit/qualification titles, accreditation codes and use of logos. The centre will also be asked to provide justification for use covering both quality and content of its documents/materials.
- **9.6** Written confirmation for the use of the centre's own supporting documents will be provided by YMCA Awards.
- **9.7** YMCA Awards will also require the centre to add a YMCA Awards logo to all approved materials.
- **9.8** Samples of all assessment materials/supporting resources should be made available to the YMCA Awards EQA.
- **9.9** YMCA Awards reserves the right to refuse permission for a centre to use assessment materials/supporting resources that are considered to be below YMCA Awards quality standards.
- **9.10** It is the responsibility of the centre to deal with incidents relating to infringement of copyright of their teaching and learning resources by another centre.
- 9.11 When approved, centres may use qualifications, syllabuses, learner assessment records, manuals, workbooks, schemes of work, PowerPoint presentations, eLearning and DVDs, however YMCA Awards retain copyright to qualifications and all associated resources at all times; therefore centres must not breach copyright and must stop using them if instructed by YMCA Awards.
- 9.12 Centres wishing to translate assessment papers into a different language must submit the translated materials to YMCA Awards for proof-reading. YMCA Awards also offers a service through which it will both translate and proof read assessment papers for its centres. Centres should note that any translation plus proof-reading or just proof reading of translated papers carries an administration fee.



- 9.13 Centres are permitted to authorise a third party print supplier to print its freely downloadable resources for the purposes of supporting the centre's YMCA Awards delivery. This condition is made on the basis that the third party agrees to limit their production of such resources strictly to the centre and only upon the centre's request. Reproduction of such resources is permissible in no other circumstances.
  - If the third party reproduces such resources for any other purpose than supporting delivery and assessment at the centre this will be treated as a breach of YMCA Awards copyright.



# 10 Summary of Risk Status

**10.1** The centre will be allocated a risk status on the first External Quality Assurance visit. The centre's risk status helps YMCA Awards to identify the level of support it will need.

Examples of how YMCA Awards allocates risk status are as follows:

## **Direct Claims Status (DCS):**

10.2 DCS is given to the centre at the point of approval. DCS remains in place if YMCA Awards monitoring activity indicates that the centre has significant experience of delivering relevant units/qualifications and continually provides evidence that indicates risk to the credibility of the unit/qualification is very low. This status identifies that the centre is able to consistently meet/exceed YMCA Awards quality assurance standards and it may make certificate claims without continued confirmation of the YMCA Awards EQA (please note the EQA will continue to sample claims to ensure validity).

#### Low Risk:

**10.3** Low risk status identifies evidence of good practice within the centre, in relation to management systems, quality assurance and assessment practice.

#### Medium Risk:

10.4 A medium risk status is allocated if a centre requires support in one or more areas to achieve consistent quality standards. This allocation is common if a centre has recently employed new team members or experienced team members have left. This risk status may require the centre to receive and pay for additional EQA visits.

### High Risk:

- 10.5 A high risk status is allocated if a centre requires significant support in several areas to achieve quality standards. This allocation is applied for example, if internal quality assurance systems need improvement, or team members require additional training to maintain YMCA Awards standards in delivery or assessment.
- 10.6 If the centre is allocated a high risk rating it is permitted to make certificate claims for current learners but will be unable to apply for additional approval of units/qualifications. This risk status may require the centre to receive and pay for additional EQA visits. See YMCA Awards's <a href="External Quality Assurance Strategy">External Quality Assurance Strategy</a> for further information.



## Suspension:

- 10.7 A suspension status is allocated if systems/resources fall below minimum expected standards. This is most often applied in cases where team members have left and there is no sufficient replacement, or in cases where the centre has not responded to YMCA Awards payment requests or adhered to YMCA Awards terms and conditions.
- **10.8** A suspension status will be allocated if the Annual Registration Form is not submitted by the 31st October of each year.
- 10.9 Suspension will automatically be applied to centres who have failed to comply with the repeated requests of an EQA or those that do not adhere to minimum guidelines as identified in the YMCA Awards administration/quality assurance guidelines as set out on the YMCA Awards website (www.ymcaawards.co.uk/centre-guidance).
- **10.10** This status indicates a suspension of all services and will not be altered until full compliance in the relevant area has been achieved. If the centre has been suspended YMCA Awards will work with the centre to ensure that the learners are appropriately supported.
- 10.11 In cases where the centre is unable to support existing learners it will be charged for any measures that YMCA Awards need to put in place to ensure that the learners have supported access to assessment and those required to ensure the continued integrity of the unit/qualification.
- **10.12** Suspension of services will be communicated in writing to the YMCA Awards Centre Contact/Head of Centre. The YMCA Awards Lead Quality Assurer will provide written details conveying the reason for suspension and the measures required for reinstatement along with a proposed action plan.
- **10.13** In circumstances where suspension of an individual unit and/or qualification remains unresolved, YMCA Awards may apply suspension across all relevant units/qualifications that are approved.
- 10.14 Where the reason for suspension affects the integrity of the National Occupational Standards, YMCA Awards may inform Ofqual, the relevant Sector Skills Council and other awarding organisations.
- **10.15** The centre is required to disclose to YMCA Awards if a suspension has been/is about to be applied by another awarding organisation.
- 10.16 YMCA Awards considers suspension of services as a serious matter. YMCA Awards will make every effort to support the centre to resolve an issue arising before this measure is imposed. The centre should contact its YMCA Awards EQA and/or Lead Quality Assurer as soon as a difficulty arises.



## 11 Centre Sanctions

- **11.1** In accordance with the guidelines provided, YMCA Awards may apply a sanction to centres who fail to comply with YMCA Awards quality assurance standards/YMCA Awards conditions of approval/YMCA Awards terms and conditions and the Centre Agreement.
- 11.2 If the centre is found to be in breach of reasonable requirements specified by YMCA Awards a sanction or action may be imposed; this may include a change to risk category, suspension or withdrawal of approval and/or the recovery of all costs incurred by YMCA Awards resulting from the breach. YMCA Awards reserves the right to apply a penalty fee on the centre if it is found to have breached our exam paper procedures and this has led to us having to withdraw exam papers from circulation.



### 12 General

- **12.1** YMCA Awards reserves the right to refuse an application for centre approval.
- **12.2** YMCA Awards reserves the right to refuse an application for a training team member.
- **12.3** YMCA Awards reserves the right to refuse an application for additional qualifications and additional training team member approval.
- **12.4** YMCA Awards reserves the right to refuse an application for approval of satellite centres.
- **12.5** YMCA Awards reserves the right to cease communications of an abusive nature immediately. Continued abusive communications from YMCA Awards approved centres may result in centre sanctions or withdrawal of centre approval.
- **12.6** YMCA Awards reserves the right to refuse approval for a centre that it considers falls below the set quality assurance standards.
- **12.7** It is the responsibility of the centre to ensure adherence to the latest version of the YMCA Awards Terms and Conditions for Approved Centres. Please refer to the YMCA Awards website for the latest information (www.ymcaawards.co.uk).
- **12.8** YMCA Awards Website and YMCA Awards Online User Logins, Passwords and Security: Centre contacts are responsible for the secrecy and use of their own usernames and passwords.

For access to the centre area of the website, requests should be made via <a href="mailto:awards.info@ymca.co.uk">awards.info@ymca.co.uk</a> for each individual member of the team as required.

For access to YMCA Awards' online services, requests should be made via <a href="mailto:awards.info@ymca.co.uk">awards.info@ymca.co.uk</a> for each individual member of the team as required

## 12.9 Data protection:

For reasons of data protection YMCA Awards cannot disclose learner information to anyone other than recognised members of the training team at its approved centres or organisations to which it is obliged to submit statistical reports (e.g. Ofqual, DfE).

All learner enquiries regarding assessment results, certification or other such services that YMCA Awards provide will be redirected to their centre in order for them to provide further assistance

Centres must comply with data protection legislation and make it clear to learners what information will be passed on to YMCA Awards

**12.10** These terms and conditions are not exhaustive; YMCA Awards reserves the right to amend them at any time.



## YMCA Awards Endorsement Terms and Conditions

## 1 Endorsement

- 1.1 Before the centre can offer (or publicise as offering) YMCA Awards endorsed programmes or events it must gain written approval that YMCA Awards has endorsed such programmes or events.
- 1.2 To apply for endorsement the centre must complete the <u>YMCA Awards Endorsement Application</u> and declare whether it has had a previous application for endorsement denied/withdrawn.
- 1.3 YMCA Awards will conduct an evaluation visit to all non-YMCA Awards approved applicants wishing to have their programmes or events endorsed and will provide written confirmation of those programmes or events that have been agreed for endorsement.
- 1.4 The fees for YMCA Awards Endorsement are available via the YMCA Awards website (click here for further details) and are charged annually upon renewal of YMCA Awards Endorsed status.
- 1.5 The centre will only receive endorsement for those programmes or events for which it applied.
- **1.6** If the centre advertises as endorsed a programme or event for which there has been no endorsement, it will have endorsement for any other endorsed programmes withdrawn.
- 1.7 It is the sole responsibility of the centre applying for YMCA Awards endorsement to take all reasonable steps to ensure they are legally entitled to use specific known words, phrases or titles in their products. YMCA Awards endorse the products in terms of the requirements as laid out here and in the application process, and make no recommendations regarding the titles or names of products put forward for endorsement.

### Additional endorsement requests:

- **1.8** If the centre wishes to seek endorsement for additional programmes or events, it should apply in writing completing the additional endorsement application form, providing the requested detailed information.
- **1.9** The centre's application for additional endorsement may carry a fee (see Endorsement for YMCA Awards Approved Centres/Endorsement for Non-YMCA Awards Centres).
- 1.10 The centre may be required to pay for additional quality assurance visits by YMCA Awards (see Endorsement for YMCA Awards Approved Centres/Endorsement for Non-YMCA Awards Centres).



### **Maintaining endorsed status:**

- 1.11 The centre retains YMCA Awards endorsement of the stated programmes or events based upon its ability to meet the quality assurance guidelines provided by YMCA Awards. These include the compliance with actions arising from quality assurance sampling, the accurate completion of administrative forms and processes, as well as adherence to health, safety and security procedures.
- **1.12** The centre's ability to meet and consistently maintain YMCA Awards' quality assurance requirements will be supported and monitored by a YMCA Awards EQA.
- 1.13 The YMCA Awards EQA will conduct a visit annually (in conjunction with regular external quality assurance if the centre is a YMCA Awards approved centre) and complete an Endorsement Report identifying the extent to which it complies with YMCA Awards standards. The EQA will provide the centre with an action plan and any recommendations for improvement. This visit is chargeable for all non-YMCA Awards approved centres, as per the standard YMCA Awards Endorsement fees.
- **1.14** If the centre falls below the required YMCA Awards standards it risks losing its endorsed status.
- **1.15** Centres that have lost their endorsed status will be required to make a completely new application, should they wish to seek endorsement at a later date.

## **Human resources:**

- **1.16** The centre's successful endorsement is based upon the information it supplies to YMCA Awards in its Endorsement Application. This includes the details of the teaching, assessing (if appropriate), internal quality assurance and administrative team members.
- **1.17** YMCA Awards must be informed in writing of any changes to the team involved in any aspect of endorsed programmes, prior to these changes occurring.
- **1.18** If the centre fails to comply with the requirements regarding team changes within endorsed programmes, it may risk having the endorsement withdrawn.



### **External quality assurance:**

- 1.19 All endorsed programmes will have an annual external quality assurance visit from a YMCA Awards appointed EQA. For centres outside of the UK a visit will be conducted every second year with a desk based sample in the interim year
- **1.20** The centre will be notified in advance of times and dates of these visits and they will be mutually agreed between the centre and the EQA.
- **1.21** Cancellation by the endorsed centre of a visit must be made in writing at least 14 days prior to the visit date to avoid incurring a fee.
- **1.22** Cancellation of a visit between 14 8 days will incur a fee to cover any expenses and administration fees.
- **1.23** Cancellation of a visit with seven days or less notice will be charged at the full daily rate.
- **1.24** Consistent failure to comply with YMCA Awards monitoring requirements of endorsed programmes will result in the endorsement being withdrawn.
- **1.25** YMCA Awards reserves the right to carry out spot checks on endorsed programmes or events.

### **Programme Delivery:**

- **1.26** In order to maintain its endorsement the centre must complete the Annual Endorsement Renewal form, available from the endorsement area of the website.
- **1.27** The centre is expected to submit its Annual Endorsement Renewal form by 30th September every year.
- **1.28** If the centre fails to submit the Annual Endorsement Renewal Form by 30th September it risks having its endorsement suspended or withdrawn.
- **1.29** Failure to respond to an official request for information will incur an administration charge and fees for EQA visits taken place that year.

## **Endorsement of International programmes:**

- **1.30** If the centre is located outside of the UK, it will be required to cover the costs of travelling, accommodation and subsistence incurred by YMCA Awards for any visits required.
- **1.31** The centre will be required to pay in either GB Pounds Sterling or Euros.



# 2 Use of the YMCA Awards Endorsed Logo

In addition to the terms covered in Section 8 of this document (Registered Trademarks and Logo), the following also apply:

- **2.1** Centres delivering YMCA Awards Endorsed programmes or events may only use the YMCA Awards Endorsed logo in respect of those programmes or events for which YMCA Awards Endorsement has been granted.
- 2.2 Centres who have had such programmes or events endorsed by YMCA Awards must adhere to all guidelines in respect of the use of the YMCA Awards Endorsed logo and its name on all cobranded materials.
- **2.3** The YMCA Awards Endorsed logo may only be used on promotional materials. These can include:
  - print and online advertising
  - posters/flyers
  - brochures
  - centre websites

The use of the YMCA Awards Endorsed logo beyond these listed materials (e.g. on merchandise or exhibition stands) requires prior permission and approval from YMCA Awards.

**2.4** Any use of the YMCA Awards Endorsed logo must conform to the following technical specification:

The YMCA Awards Endorsed logo may be used in full colour:



or white (on black or dark coloured backgrounds only)





- **2.5** Tinted versions of the YMCA Awards Endorsed logo must not be used under any circumstances.
- 2.6 The logo should always be surrounded by a clearly defined space to ensure it stands out. The minimum space is 1/3 of the width of the logo (e.g. if logo is used 30mm width, allow 10mm space).
- **2.7** When used in co-branded materials, the YMCA Awards Endorsed logo should appear equally weighted in relation to any other logos being used, adhering to the minimum size guidelines.#
- **2.8** Misrepresentation by a centre in respect of a course may result in a centre sanction or withdrawal of approval. YMCA Awards reserves the right to take further action should a centre be found to be misrepresenting and/or misleading audiences in any of its communications.
- 2.9 These guidelines form part of YMCA Awards terms and conditions for centres and are equally applicable to all on and offline activities. They are not exhaustive, and YMCA Awards reserves the right to amend them at any time.
- **2.10** YMCA Awards reserves the right to withdraw approval and permission to use the YMCA Awards Endorsed logo from a centre that consistently breaches these conditions.
- **2.11** Failure to renew its endorsed programme(s) renders the centre's rights to use the YMCA Awards Endorsed logo and all associated rights void from date of expiry, with checks made for compliance. For general terms and conditions regarding payment details, summary of risk status, and centre sanctions, please see the relevant sections in this document.