



Policy Pack

2018/2019

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1 Learners Agreement

| | | | |
|-----------|--|--------|--|
| Name | | Title | |
| Address | | | |
| | | | |
| Email | | | |
| Telephone | | Mobile | |
| Course | | | |
| Dates | | | |

The learner's agreement is between the learner, their course lead and the training centre, and sets the expected standards between all parties, to ensure that learning is achieved in a safe, proactive and fun environment.

Please read and confirm compliance by a tick for each of the following statements, before signing and returning to learner admin (learn@appa.me.uk):

Conduct & Protocol

- I am aware that the training is delivered and supported by a diverse and multi-cultural team, to a range of learners from diverse backgrounds and needs – thereby discrimination is not tolerated in any form and anyone (learners or staff at appa) found to be discriminating will be suspended pending an investigation.
- I have read and understood the terms and conditions set-out by appa training contained within the joiners pack.
- I am aware I will receive a welcome pack, which contains information that is vital for the completion of my course e.g. – submitting work. I know I am able to ask for clarification with one of the learner support administrators at any time.

Commitment

- I confirm that I have been assessed as necessary and received appropriate guidance in relation to my acceptance onto this training programme, and that any additional support I require has been disclosed to the centre, who have discussed additional support options to me.
- I confirm that I am fully aware of and understand the course requirement, responsibility and commitment I need to make in order to complete the course.

- I confirm that I will attend each session as level of attendance is a condition of successful completion, and will notify the course lead and learner support in advance if I am unable to attend any sessions.
- I understand the terms and conditions in full and will endeavour to meet and adhere to them throughout my course journey.

Payments

- I understand that it is my responsibility to ensure that all fees are paid in full before the start of the course or as agreed in the Credit Agreement (attached), with my first payment received by appa training seven working days before the course start date (less any deposit paid and £50 booking fee).

Learner signed:

Date:

Training Manager signed:

Date:

This agreement is to be signed and returned along with your payment in full, or your booking fee of £50.00 plus your first course payment and signed Credit Agreement – 7 working days before the start of your course.

You will receive a photocopy of this agreement for your records, on the first day of your training.

2 Terms & Conditions

The purpose of the centre is to provide teaching, encourage learning and promote personal growth and skill acquisition. The journey to accomplishment should be a positive one therefore the centre has set out a number of conditions to protect that aim in its entirety.

1) Learner Code of Conduct

The purpose of the centre is to provide teaching, encourage learning and promote personal growth and skill acquisition. The centre embraces diversity and requires consideration, acceptance and courtesy in all behaviour.

The centre expects all staff and learners to show respect for one another in all aspects of their contact. This Code of Conduct includes the Regulations Governing Student Conduct and applies to all learners.

Any breach of the Code of Conduct will be taken seriously and where necessary dealt with through the Disciplinary Procedures. Sanctions against unacceptable behaviour will be applied consistently in the interest of everyone's learning, teaching and social experience.

This Code should underpin all interaction within the centre.

2) Expectations (General, Health & Safety)

- a) Learners must follow formal instruction given by staff
- b) All members of the centre should take responsibility for the safety of their personal property, keeping valuables with them at all times. Unattended property will be removed by staff and held by facilities for a maximum of 2 months before being destroyed.
- c) Centre material, furniture and equipment must not be marked, changed or damaged in any way. Learners should report damaged materials, furniture and equipment.
- d) Learners may not bring babies, children (under 18) or visitors onto the centres premises except by special arrangement with the

facilities manager. Learners who have been authorised to bring children / visitors onto the centre premises must ensure that they are signed in appropriately at reception and are responsible for ensuring that they comply with the Code of Conduct

- e) If the alarm sounds everyone should leave the building promptly but the nearest exit and follow instructions by staff.
- f) In line with regulation of the English Law, the centre has a No Smoking Policy and in the interest of all, learners wishing to smoke will be required to leave the premises.
- g) All members of the centre are asked to help to keep the environment pleasant by putting rubbish in the bins.
- h) Assistance dogs are the only animals that may be brought onto the centres premises.

3) Expectations (Teaching Environment)

In line with the centre core purpose, it is extremely important that the teaching environments allow learner to learn to their fullest potential. Learners who do not meet these expectations may expect to be asked to leave and may also be subject to disciplinary action.

- a) Sessions should start on time and learner should arrive punctually since late arrivals are disruptive to other participants
- b) Access is not generally allowed after the start of the session. Latecomers may be refused entry, and should leave immediately, if requested. In the event that a

learner wishes to leave during a session before its scheduled finished time, the prior agreement of the centre manager should be obtained, except in the case of departure necessitated by reason of illness or other unforeseen circumstance.

- c) No video or tape recording of any session should take place without the permission of the centre manager and other participants.
- d) Learner should not talk amongst themselves whenever anyone is addressing the class as a whole.
- e) Only bottled water, but no other food or drink may be taken into learning environments (unless specific permission is given, where learners have particular medical/dietary requirement, or the room is equipped with amenities)

Non-exhaustive examples of breaches of the Regulations for Learner conduct

- f) The Disciplinary Procedure may be invoked if a learner is alleged to have committed any action which interferes with the achievement of the centres objectives as stated above, or which adversely affects the safety or well-being of the centre staff and./or learners and/or visitors, or which may bring the centre into disrepute. The following non-exhaustive list sets out examples of such misconduct
- g) Engaging in any conduct which prevents, obstructs or disrupts, or is intended to prevent, obstruct or disrupt:
 - i) Teaching, learning, assessment or research carried out within the centre or on field work or on placement or similar
 - ii) The administration of the centre
 - iii) The discharge of duties or activities by any members of the centre staff or authorised visitor of the centre
- h) Behaviour either on or off centre premises which may bring the centre or any member of the centre into disrepute
 - i) Obstructing, or attempting to obstruct, the access of staff, learners or members of the public (entering with the permission of the centre).
 - j) Assaulting, sexually harassing or otherwise threatening or insulting any fellow learner, or member of the centre staff or authorised visitor on the centre.
- k) Misusing or damaging any learning materials (including computer misuse or unauthorised use), equipment, furniture, fittings, services, including fire alarms and fire extinguishers or property belonging to or under the control of the centre, or any learners or member of staff of the centre.
- l) Misappropriating any funds or assets of the centre, or of any member of staff or learner of the centre.
- m) Committing a breach of the regulations, rules, policies or codes of practise of the centre (or any part thereof), or disregarding the legitimate instruction of an

authorised staff member of the centre.

- n) Invading or abusing, or attempting to invade or abuse, the secrecy, integrity or privacy of any files or confidential material held by the centre, including information held on the centre computer systems.
- o) Failing to comply with a penalty imposed within the terms of the Disciplinary Procedure for learners.

4) Unacceptable Behaviour Policy

The centre recognises that bringing a complaint can be a stressful experience for Learners, but it also has a duty to ensure the safety and well-being of its staff. This policy sets out our approach to the minority of all complainants whose actions or behaviours we consider to be unacceptable

We expect you to use the established procedures and channels of communication to bring and resolve formal complaints, you can expect centre staff involved in your complaint to assist in its resolution in an impartial and fair manner.

We do not expect our staff to tolerate behaviour that we consider to be unacceptable, and will take action to protect our staff from such behaviour.

We will, for example, not accept communication that is:

- Abusive, offensive or defamatory
- Aggressive, threatening, coercive or intimidating
- Unreasonably persistent or demanding

If a complainant's behaviour is deemed to be unacceptable, we will explain the reason(s) for this and will ask that the

complainant modify their behaviour. If the unacceptable behaviour continues, we will be forced to take action to restrict the complainant's communication with the centre. Any decision on restricting access will be taken by any two of the following senior staff:

- Training Manager
- Facilitates Manager
- Managing Director

The complainant will be issued with a letter that sets out the reasons(s) their behaviour has been deemed unacceptable and the actions we will be taking. Any restrictions imposed will be appropriate and proportionate. The actions we are most likely to consider are:

- Requesting contact in a particular form (e.g. by letter only)
- Requiring that contact take place with a single, named individual (e.g. Head of Learner Services)
- Restricting telephone calls to specific days and times
- Asking the complainant to appoint a representative to correspond with us
- Asking the complainant to enter into an agreement about their conduct

Where a complainant behaves unacceptable during a telephone conversation, we may, as a last resort, terminate the call.

Where the behaviour is so extreme that it threatens the immediate safety and welfare of the centre staff or learners,

we will consider other options, e.g. reporting the matter to the police or taking legal action. In such cases we may not give the complainant prior warning of that action.

5) Fees and Payments

For learners paying for the course through the centres credit arrangement agreement

- a) A non-refundable booking fee of £50 must be made at the time of application to secure your place on the course. This booking fee along with the first scheduled payment must be made no later than one week before the start date of your course. Following that, the following instalments must be made according to the credit arrangement as agreed.
- b) Requests to withdraw from the course must be made in writing no less than two weeks before the start date of your course in order of the course fees (minus the £50 booking fee) to be refunded. We will not refund money for request received less than one week before the start of your course. After the course has started we will not refund money for request to withdraw for the remainder of the course.
- c) Failure to pay the fees by these deadlines will result in blocked access to the training and where necessary the centre will engage legal advice to pursue outstanding debts.
- d) Administration fees for late payments will be incurred and added to the following instalment.

For learners paying the full course fees

- e) A non-refundable booking fee of £50 must be made at the time of application. The full course fee minus the £50 booking fee must be paid no later than two weeks before the start date of your course.
- f) Requests to withdraw from the course must be made in writing no less than two weeks before the start date of your course in order of the course fees (minus the £50 booking fee) to be refunded. We will not refund money for request received less than one week before the start of your course. After the course has started we will not refund money for request to withdraw for the remainder of the course.

6) Course Cancellation

Our centre operates several intakes in any academic period, and courses are delivered per unit/module dependant on the course curriculum. If a course is cancelled at the start of the first unit/module, learners who have paid will be reimbursed fully.

If the course is cancelled at the start of the 2nd or 3rd module/ unit learner will be reimbursed in for the course units/modules not yet completed.

7) Comments, Compliments and Complaints

Please refer to

<http://www.appatraining.me.uk/>

for a downloadable form

8) Marketing

Please be advised it is normal practise for photos and/or videos to be taken

during sessions for the centres marketing purposes. Images and footage may be used on both/either websites or paper based marketing materials.

Any learner preferring not to have photos, videos, recordings or quotes used in this way should instruct us in writing before the commencement of their course start date.

Following the end of your training, the centre will retain learner details on a secure database for the purposes of administration, market research and mailing, by post or email, of our own publicity material from time to time. Learners can unsubscribe from mailing lists at any time.

9) Data Protection Policy and Code of Practise

Please refer to

<http://www.appatraining.me.uk/>

for a downloadable form

3 Health & Safety

Policy Statement

Please note. In this Policy, the terms "Employee" or "Staff" refer to: 1) Salaried staff; 2) Freelance contractors; and 3) those working in a voluntary capacity or on a placement. The term "Learner" applies to anyone undergoing a learning or assessment programme at Appa Training, whether it be a qualification programme, a skills and knowledge learning programme or a workshop or other CPD activity.

Appa Training will provide adequate control of health and safety risks arising from work activities provide information and instruction to staff and maintain safe and healthy working conditions.

Staff have certain responsibilities under Health and Safety law, and are asked to follow HSE advice and guidelines, see below:

The Health and Safety Executive (HSE)

The HSE is the UK government body responsible for enforcing health and safety at work legislation. The HSE also plays a major role in producing advice on health and safety issues, and guidance on relevant legislation. The role of enforcement is split between HSE and local authorities depending on the business sector.

In addition, HSE conducts research into the effectiveness of regulations and other health and safety issues, consults with employers and employees representatives, and advises legislators and government on health and safety.

The HSE website contains a wealth of information and guidance on maintaining health and safety at work, and detailed advice on complying with health and safety regulations. The HSE website is: <http://www.hse.gov.uk/>

Staff Responsibilities

It is not possible to detail every single health and safety issue that may arise on a day-to-day basis; therefore it is vital that staff and management are aware of their personal and collective responsibilities.

Please refer to the separate Health and Safety Procedure for further guidance. However, you should bear in mind the following:

Five Steps to Risk Assessment

STEP 1: Look for the hazards

STEP 2: Decide who might be harmed and how

STEP 3: Evaluate the risks arising from the hazards and decide whether existing precautions are adequate or whether more should be done

STEP 4: Record the findings and inform staff. The assessment needs to be suitable and sufficient, not perfect. There is no need to show how it has been carried out.

STEP 5: Review the assessment from time to time and revise it if necessary, preferably on an annual basis or when significant changes are made to the workplace etc.

Health and Safety – Information and Training

Staff and volunteers are to receive the following Health and Safety information and training as required: Emergency evacuation procedures; accident reporting; location of first aid treatment and facilities; arrangements for any health and safety

4 Equality & Diversity

Policy Statement

Please note. In this Policy, the terms “Employee” or “Staff” refer to: 1) Salaried staff; 2) Freelance contractors; and 3) those working in a voluntary capacity or on a placement. The term “Learner” applies to anyone undergoing a learning or assessment programme at Appa Training, whether it be a qualification programme, a skills and knowledge learning programme or a workshop or other CPD activity.

Appa Training is committed to eliminating discrimination and encouraging diversity amongst our workforce and amongst the learners on our various training programmes.

Our aim is that our workforce and the composition of our classes will be truly representative of all sections of society and each employee or learner feels respected and able to give of their best.

To that end the purpose of this policy is to provide equality and fairness for all in our employment and our learning activities, and not to discriminate on grounds of gender, gender reassignment, marital status (including civil partnerships), race, ethnic origin, colour, nationality, national origin, disability, sexual orientation, religion or age.

Discrimination

Appa Training opposes all forms of unlawful and unfair discrimination. The following are definitions of discrimination:

- **Direct discrimination:** When one person is treated less favourably than another on the above defined grounds
- **Indirect discrimination:** Where requirements, conditions or practices are put in place which affect all members of a group, but as a result one or more persons of that group are affected disproportionately to others.
- **Harassment:** When a person is violating another person’s dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for someone.
- **Victimisation:** When another person is treated badly, because they are currently involved in proceedings under equality legislation

Reasonable adjustment

Appa Training aims to support all staff and learners in achieving their potential and this may mean different treatment in some occasions. Staff and learners are asked to inform Appa Training of any additional requirements they may have to allow them full access to what any Appa Training service or Appa Training as a workplace has to offer.

There may be requests that Appa Training cannot fulfil even with the best of intentions, for example making alterations to our premises, which may not be within our powers or financial means. In this case Appa Training shall seek to find an alternative solution that is satisfying to both the employee or learner and practically achievable by Appa Training.

Appa Training are also open to requests for adjustments for reasons other than disability, for example caring responsibilities or linguistic background.

Our commitment

All employees and learners, whether part-time, full-time or temporary, will be treated fairly and with respect. Selection for employment, promotion, training or places on our various training programmes or any other benefit will be on the basis of aptitude and ability.

All employees and learners will be helped and encouraged to develop their full potential and the talents and resources of the workforce and the training programmes will be fully utilised to maximise the efficiency of the organisation.

- To create an environment in which individual differences and the contributions of all our staff and learners are recognised and valued
- Reasonable adjustments to the workplace and the learning environment will be made in consultation with the employee or learner
- We shall endeavour to use Access-to-Work and other funds that are dedicated to provide equal access for disabled and Deaf people at work or in education to cover any expenses related to reasonable adjustments
- Every employee is entitled to a working environment that promotes dignity and respect to all. No form of intimidation, bullying or harassment will be tolerated

- Every learner is entitled to a learning environment that promotes dignity and respect to all. No form of intimidation, bullying or harassment will be tolerated
- Training, development and progression opportunities are available to all staff
- Equality in the workplace and the learning environment is good management practice and makes sound business sense
- We will review all our employment practices and procedures in addition to our programme enrolment and delivery processes to ensure fairness
- Breaches of this Equality and Diversity Policy will be regarded as misconduct and could lead to disciplinary proceedings
- This policy is fully supported by senior management and has been devised after consultation with staff and learners
- The policy will be monitored and reviewed annually
- The implementation of this policy is the responsibility of all staff at Appa Training, but any actions taken that affect Appa training budget or the work load of any other member of staff should always be discussed with those affected and agreed to by the Director
- Any complaint under the terms of this Policy will be treated seriously and will be the subject of an investigation by Appa Training
- Any person who feels that such an investigation has not dealt with the issue in a satisfactory way will have the right to invoke the Appa Training Grievance Procedure

5 Confidentially

Please refer to Data Protection Policy and Code of Practise pg 10 section 9

6 Access to Fair Assessment

Policy Statement

Please note. In this Policy, the terms “Employee” or “Staff” refer to: 1) Salaried staff; 2) Freelance contractors; and 3) those working in a voluntary capacity or on a placement. The term “Learner” applies to anyone undergoing a learning or assessment programme at Appa Training, whether it be a qualification programme, a skills and knowledge learning programme or a workshop or other CPD activity.

Appa Training is committed to giving all learners equal access and opportunity to demonstrate their achievements.

There may be circumstances whereby, to take account of particular learners requirements, arrangements will need to be made, which ensure that this is achieved without conferring any unfair advantage over other learners.

Access arrangements

Access arrangements should be agreed before an assessment takes place. This allows learners with identified special educational needs, disabilities, or temporary injuries to access the assessment.

Access arrangements allow learners to show what they know and can do without changing the demands of the assessment, e.g. readers, scribes, word processors, and Braille question papers.

An Access arrangement that meets the needs of a disabled learner would be a “reasonable adjustment” for that learner.

Reasonable Adjustments

Reasonable adjustments are adjustments made to an assessment for a qualification so as to enable a disabled learner to demonstrate his/her knowledge, skills and understanding to the levels of attainment required by the specification for that qualification.

A reasonable adjustment is any action that helps to reduce the effect of a disability or difficulty that places a learner at a substantial disadvantage in the assessment situation.

Reasonable adjustments must not affect the reliability or validity of the assessment outcomes but may involve:

- Changing the usual assessment arrangements, e.g. allowing a learner extra time to complete an assessment activity
- Adapting assessment materials e.g. by providing course materials in BSL
- Providing assistance during an assessment e.g. by providing a signer, interpreter or a reader
- Changing the assessment method e.g. from a written assessment to a spoken/signed assessment
- Using assisted technology such as screen reading or a voice activated software
- Reasonable adjustments are approved and set in place before the assessment takes place.

The work produced by the learner will be assessed in the same way as all other learners

Identification of learners who are eligible for reasonable adjustments

Any adjustment to an assessment activity will be based on what the learner needs to access the assessment. Below are some examples of learner needs that may be adjustments to assessments. This list is not exhaustive and it should be noted that some learner needs will fall within more than one of the categories set out below.

- Communication and interaction needs
- Cognition and learning needs
- Sensory and physical needs

- Behavioural, emotional and social needs

The learner will be eligible for reasonable adjustments if their performance during an assessment is likely to be substantially affected by a particular impairment. Many of these learners will be defined as being disabled under the Disability Discrimination Act.

An adjustment to assessment should only be considered where the difficulty experienced places the learner at a substantial disadvantage, in comparison with persons who are not disabled. Where the difficulty is minor, the centre should assist the learner by offering help with study and assessment skills.

A learner does not necessarily have to be disabled (as defined by the Disability Discrimination Act) to be entitled to reasonable adjustments to assessment. Every learner who is disabled will also not necessarily be entitled to or need an adjustment to assessment. The learner may have developed coping mechanisms which minimise or remove the need for assistance.

Identifying and obtaining supporting evidence

In order to ensure that any adjustment to assessment will only provide the learner with the necessary assistance without giving him or her an unfair advantage over others, Appa Training must be clear about the extent to which the learner is affected by the disability or difficulty.

Where Appa Training can verify evidence of the disability or difficulty and where the implications are clear, such as for a learner with physical difficulties, profound hearing impairment or who are registered as blind or partially sighted, the centre does not need to provide further evidence of these physical difficulties.

Where the implications of the difficulty are not obvious, such as for learning difficulties, or mental health difficulties, the centre will have to provide additional evidence of the effect of

the impairment on the learner's performance in the assessment. Any of the following types of evidence would be acceptable.

The centre should decide which of these will best assist understanding of the learner's situation:

- Evidence of assessment of the learner's needs in relation to the particular assessment, made within the centre by the relevant member of staff with competence and responsibility in this area; staff include learning support staff, teaching staff, trainers, assessors and other specialist staff. If necessary, external experts may be called upon to assess the learner. This evidence should include an indication of how the centre plans to meet the learner's needs and should show that the learner can cope with the level and content of the assessment. The evidence should be documented for audit purposes. Information from previous centres attended by the learner may also be included.
- History of provision within the centre. This should include information about the support received by the learner during the learning or training programme and during formative assessments. Evidence of the way in which the learner's needs are being met during the learning programme should be documented for audit purposes.
- Written evidence produced by independent, authoritative, specialists. This could take the form of medical, psychological or professional reports or assessments. These reports should state the name, title and professional credentials of the person who wrote the report. The report should set out the nature of the difficulty and extent to which the learner is affected by the difficulty, including the effects of any medication that the learner may be taking. In cases where it might be expected that there could be changes in the way the learner is affected by the difficulty, there will have to be recent and relevant evidence of assessments and consultations carried out by an independent expert.

It is Appa Training responsibility to ensure that all applications for reasonable adjustments are based on the individual need of the learner and that the evidence in support of the application is sufficient, reliable and valid.

Appa Training will maintain records of all cases for audit purposes and to monitor the effectiveness of the reasonable adjustments which have been made.

Special considerations

Appa Training follows the Special Consideration Policy set out by Signature, our Awarding Body as shown below and on their webpage (<http://www.signature.org.uk/useful-documents>) (10 March 2015):

Signatures policy statement

Signature aims to ensure that access to assessment is provided so as to maximise opportunity for as many learners as possible. As a general principle, Signature would wish to allow learners the same level of support during assessments as they have received during the learning process, providing that the support does not give the learner any unfair advantage or disadvantage over others who do not have such support.

Special consideration may be given for learners who were ill on the day of the assessment, injured or indisposed at the time of an assessment, or where performance was affected by unforeseen circumstances, e.g. serious disturbance during the assessment.

To apply for a special consideration for a learner, centres should contact their Customer Support Officer by email or by fax, along with any of the below:

- an explanation/description of the circumstances; and evidence, where appropriate. If the application for special consideration is accepted in the light of the above information, Signature may:
 - review the learner's performance in the light of the evidence available and make a decision;
 - offer the learner the opportunity to re-sit the assessment at a suitable date; or reach an alternative solution, appropriate to the circumstances.

Requests for special consideration will not be accepted after the results of the assessment have been published. For further information please contact Signature's Customer Support.

7 Deferrals

Policy Statement

When you sign your Training Agreement at the start of your learning programme, you commit to the agreed timeframe for completion and you should make sure that you have understood it. You will be expected to have planned your time/resources to achieve this.

However, Appa Training accepts that life is not always that simple and occasionally learners have to defer (temporarily leave the learning programme with the intention of returning at a later date).

The maximum period for deferral typically will be 12 months, but this may vary according to the specification of the learning programme you are studying.

Reasons for deferral

Appa Training distinguishes between two kinds of reason for deferral – ones that the learner has no influence over ('extenuating circumstances') and ones that they have.

Examples of extenuating circumstances:

- Bereavement
- Pregnancy
- Serious illness over an extended period of time

Examples of other circumstances:

- Learner has not been able to collect appropriate evidence to progress at an adequate pace.
- The learner's skills levels have dropped in comparison with the skills demonstrated at pre-assessment and the learner is not keeping up with the class.
- Learner unable/not ready to attend/sit assessment (examination)

The need to defer may be identified by yourself or your teacher/assessor. If at any time during the learning programme you feel you may need to defer you must discuss this with your teacher/assessor as soon as you are aware of the problem.

If your teacher/assessor has a good reason why they feel it would be better for you to defer they will raise this with you directly.

Process

The decision to defer has to be reached jointly between you and your teacher/assessor and approved by the senior member of the team (Internal Quality Assurer for assessed learning programmes, Head of Service for all others – the ‘Deferral Decision Maker (DDM)’). There may be situations where the Teacher/Assessor may recommend deferral, however the Learner disagrees with this. In this case, please refer to the Appeal and Complaints Policy and Procedure.

Deferral may have implications for yourself and for the business that you may not be aware of. If, following initial discussions, you and your teacher/assessor agree to defer, **you must put your request in writing using the Deferral Request Form.**

At the initial meeting your Teacher/Assessor will help you fill in the form and will discuss:

- Reason of deferral
- Supporting documents (medical certificates etc)
- Best course of action
- Consequences – additional costs may be incurred depending on circumstances and these will be clearly explained to you.
- Decision basis – if the teacher/assessor has recommended deferral they must provide a robust, written justification/assessment.
- Plan to return to study/assessment

Your teacher/assessor will then pass the form and copies of any supporting documents to the DDM who may request a face-to-face meeting with you. The final decision will be made at the discretion of the DDM, who will confirm the outcome in writing to you within 14 days. This decision is final. If the Learner disagrees with this decision, they appeal this decision using the Appeal and Complaints Policy and Procedure.

Copies of all correspondence must be given to the Centre Administrator and filed with centre records. 'In writing' means by letter or by email. SMS, or other electronic messaging is not acceptable.

Possible outcomes

Extenuating circumstances:

Learners who defer due to extenuating circumstances have the right to extra support getting back into the programme. This may consist of catch-up sessions, permission to join specific modules of another class, additional tutorials etc. This is at the discretion of the DDM.

Assessment-based learning programmes (examinations):

Every assessment programme fee includes one attempt at each assessed unit. If a learner is considered by their teacher/assessor to be not ready to sit an assessment, the teacher/assessor must inform the learner, the centre administrator and the DDM, at least 6 weeks prior to the planned assessment. Arrangements will then be made for the learner to sit the assessment at a later date, at no extra charge.

If a learner is unable to attend a planned assessment and is able to give more than 6 weeks' notice to their teacher/assessor, then arrangements will be made for the learner to sit the assessment at a later date, at no extra charge.

If the learner gives less than 6 weeks' notice, arrangements will be made for them to sit the assessment at a later date, but charges may apply, at the discretion of the DDM.

Tutorial/PRM based learning programmes:

If an issue was identified at one of the tutorials/PRMs prior to a learner's final tutorial/PRM and the learner is advised by the centre to defer, they are able to return to the assessment at that particular tutorial/PRM.

However if a learner decides to defer the submittal of their portfolio, they can return to the tutorial/PRM subsequent to the one they last attended.

For example, a learner has 4 scheduled tutorials/PRMs. At the second tutorial/PRM, the centre decides the learner is not ready, and advises the learner to defer for an agreed period of time. When the learner is ready to return, he/she is able to resume at the second tutorial/PRM, rather than the third.

However, if learners decide themselves, despite being advised by the centre that they are on-track, to defer at the second tutorial/PRM, they only are able to return at the third tutorial/PRM.

Should the amount of tutorial/PRM time required to complete all requirements exceed the allocated number of tutorials/PRMs included in the programme fee, the learner is required to pay for the cost of the additional tutorials/PRMs at a fee which is to be agreed between both parties, as well as an administration fee payable to Appa Training. Any scheduled tutorials/PRMs that the learner has missed without informing the centre will be counted as used up.

8 Malpractice and Maladministration

This policy provides definition and examples of Malpractice and Maladministration, and is in place as a requirement of membership to a number of awarding bodies.

The process for preventing, investigating and dealing with Malpractice and Maladministration is described. All suspected or alleged instances of malpractice or maladministration will be reported to the relevant awarding body, following internal investigation and collection of evidence.

- a. Definitions
- b. Malpractice (by centres/providers)
 - i. Malpractice is any activity which deliberately contravenes procedures and regulations calling into question and raising serious concerns regarding the integrity of the centre, impacting on the validity of certificates.

Examples of malpractice:

- *Deliberate misuse of the awarding bodies logo by the centre/ provider*
- *Contravention of examination regulations by the centre / provider*
- *Falsification of documents*

- ii. Malpractice (by learners) Malpractice is any activity or practice which deliberately contravenes procedures and regulations. It means that there are serious concerns as to the learners integrity and the validity of certificates.

Examples of malpractice:

- *Cheating of any nature by learners, including plagiarism*
- *Deliberate misuse of the awarding bodies' logo by the learner*
- *Contravention of examination regulation by the learner*
- *Repeated maladministration*

- c. Maladministration
 - i. Maladministration is an activity or practice which results in non-compliance with regulations whether genuine or deliberate.

Examples of maladministration;

- *Late registration of learners*

- *Claiming for certification for incorrect units*
- *Non-payment of fees despite 3 formal requests*
- *Non-compliance with assessment procedures and practice*
- *General non-compliance with awarding body requirement in line with signed agreements*

d. Reporting

The training centre and its teaching faculty strive to avoid any occurrence of maladministration and encourage its learners to do likewise.

It is understood and agreed by appa Training that any concerns of malpractice and maladministration will be communicated to the relevant awarding body so an impartial investigation can be carried out.

When carrying out an internal investigation appa Training will:

- Gather statements from involved teaching faculty and learners
- Gather evidence from available materials, i.e CCTV, emails
- Provide all details to the awarding body for their immediate review and enabling them to implement their own malpractice strategy
- Follow and implement advice / guidance provided by the awarding body
- Publish findings to all involved persons

Learners found culpable of malpractice or maladministration work will be declared invalid, and could be removed from their courses.

Teaching faculty found culpable of malpractice or maladministration will be held under review and could face being removed from delivering or being involved in the delivery of the associated programme until retraining has taken place.

9 Appeals and Complaints

Appeals and complaints are taken seriously by appa Training.

Appeals

Occasionally, things may go wrong, or you may experience circumstances outside of your control that may impact your academic assessment, award, or progression.

The admin team is responsible for dealing with student representations against their marks and overall results, and for appeals from students who have been informed by their departments that they must withdraw from a course.

Please note:

- **Appeals can only be made once official results have been issued by appa Training staff.**
- **Appeals cannot be based on dissatisfaction with academic provision:** if you have a complaint relating to academic provision, you need to raise this no later than **three weeks before** the examination or assessment affected takes place.

All appeals should be submitted by email within one month of receiving official notification of results.

The Appeals Process

A formal appeal should only be made after the student has exhausted all informal means of resolving the issue.

Any student who wishes to make a formal appeal against an appa Training decision should submit the appeal via email within five working days of receiving notification of the decision. This should be sent to the Training Manager.

The letter of appeal should contain a statement which clearly states the decision which is being appealed, the basis for the appeal and the remedy the student is seeking. The letter of appeal may include new evidence to support the appeal for any personal circumstances that the student wishes to be considered.

appa Training Staff are available to assist the student in drawing up the appeals letter if required.

appa Training will normally acknowledge receipt of the appeal within 5 working days.

An appeal hearing will be held to give the student the opportunity to personally explain the basis of the appeal. The student will be given at least 3 working days notice of the date and time of the hearing.

The student has the right to be accompanied to the hearing by a friend or representative. appa Training should be notified of any person who will be accompanying the student at least one day before the hearing.

The appeal will be held by a nominated panel, normally chaired by a member of the Senior Management Team, within 10 working days of the letter of appeal being received. However, where this timescale is not practicable the period may be extended by mutual agreement.

No member of the appeals panel should have had direct involvement in the decision being appealed.

Normally the decision of the appeals panel will be given verbally to the student and confirmed in writing within 5 working days of the panel being held.

The decision of the appeals panel is final and, subject to the exclusions below, is not subject to further appeal within appa Training.

Further Appeals

Any student who wishes to appeal further against the operation of the appeal process (but not the decision itself) can appeal to the Principal in writing

A review of the documentation will be undertaken to ensure that the Appeals panel has operated within appa Training process. If the principal decides that the process has not been followed correctly he may require a rehearing to be convened by a different panel.

On an unsuccessful appeal, the student has the right to complain to the external awarding body. This will be dependent on the Awarding Body's appeal process.

Complaints

We ask that all complaints from candidates, learners, teaching faculty and external organisations in contact with appa Training who have need to raise a complaint or concern to take the following steps:

- 1 – To communicate the details of your complaint, concern with the training manager, via email, methods of communication can be submitted in a format of the candidates choosing and attached and submitted by email
- 2 – Attend a face to face meeting with the training manager to discuss the issues, and potential resolutions
- 3 – To reflect and agree on resolutions offered by the training manager
- 4 – To meet with the training manager to review the implemented solutions and so appa Training can close the case

If the meetings with the training manager are not successful individuals are encouraged to contact the managing director who will arrange to meet with them to hear and review the issues and agree appropriate courses of action to resolve them.