

Personal Trainer Academy is an approved training provider with OFQUAL regulated Awarding Organisations. OFQUAL is responsible for ensuring that all qualifications and assessments meet high-quality standards by monitoring awarding organisations.

All PT Academy learners are registered with an OFQUAL regulated Awarding Organisation. The Awarding Organisation's qualifications are recognised by the Chartered Institute for the Management of Sport and Physical Activity (CIMSPA), the Register of Exercise Professionals (REPS), the Register of Fitness Professionals (NFR), health and fitness clubs across the UK. Also, Ofqual regulated qualifications are recognised across Europe, Asia, the Middle East, Africa (including South Africa), Australasia, South America, Canada, and parts of North America. For more details, please visit OFQUAL's website.<sup>1</sup>

### Application, enrolment and payment

- 1.1 Personal Trainer Academy enrolment form must be returned completed within three days from the point of it being sent to you. The enrolment form will only be accepted with the first payment or full payment which is non refundable.
- 1.2 Application for course enrolment must be submitted on the official Personal Trainer Academy enrolment form to Personal Trainer Academy enrolment team at [info@ptacademy.com](mailto:info@ptacademy.com).
- 1.3 Payment must be made in full at time of the application or by agreed monthly instalments via an approved payment agreement. Once the application form is signed, you are legally bound to make the agreed regular payments until the cost of the course is paid in full. PT Academy will also reserve the right to attempt to recover any outstanding amount(s) from the card details securely stored on file for you, or the card details used for your initial deposit. We will reserve the right to attempt to charge the card details on file for you anytime after a payment failure, chargeback or on the date of the due payment(s). Electronic receipts will be provided at the time of any successful payment(s).
- 1.4 Late payment charges apply if we do not receive your Minimum Due Payment on or before its Payment Due Date. A late payment charge of £12 will be added to your account on the first occurrence, with £12 added for all additional occurrence(s) during the whole course of the billing agreement. Additional late payment fees are added to the unpaid balance on all amounts not paid on or before the due date. Any such late payment fee shall be payable on demand in full before any Certification is provided.

Personal Trainer Academy charges a £60 administration fee per Hard Copy Letter(s) if written notification is required regarding your overdue balance. The charge is added to the unpaid balance on all outstanding amounts when the Hard Copy letter is issued. Any Hard Copy Letter Administration fee shall be payable on demand in full before any Certification is provided.

- 1.5 Overseas learners are required to make payment in full on the application and make their own Visa and travel arrangements.
- 1.6 In the event of difficulties in making the agreed monthly payment instalments, please contact Personal Trainer Academy at [payments@ptacademy.com](mailto:payments@ptacademy.com) as soon as possible. Personal Trainer Academy will work towards a mutually agreed solution. Failure to resolve payment issues will result in debt recovery steps to recover any outstanding amount.
- 1.7 Non-payment of course fees results in the learner's account being referred to a debt collection agency. The debt collection agency will impose a 15% to 25% surcharge in addition to the outstanding fees and legal costs incurred. Once your file is with debt collectors, you will be unable to resume your studies until the outstanding payment has been cleared.
- 1.8 Payments and agreed instalments that have not been paid on the due date results in Personal Trainer Academy postponing the learners development with their mentor (Flexi-learners) and with holding the learner's assessment portfolio delaying the marking of coursework until outstanding sums are received.
- 1.9 The application for enrolment onto the course is accepted once the deposit and payment agreement is complete or the full fee of the course is received.

- 1.10 If your course requires you to have a particular qualification, you must provide proof of that qualification when enrolling.
- 1.11 The learner's full name must be printed on the application form and in a manner to be printed on the final certificate. There is a £35 charge should you wish to amend and re-print your certificate.
- 1.12 Personal Trainer Academy does not request any qualification certificates (level 2, level 3 and level 4) from the Awarding Organisations until learners have paid in full and the internal quality assurance process has been completed. This includes outstanding payment monthly instalment payments. Please note - Just because you have paid in full does not guarantee you your certificates - These will only be issued once your work has been completed and subject to necessary quality assurance checks - either internal, or external.
- 1.13 Personal Trainer Academy reserves the right to remove learners from any course that fail to comply with its standard practices and procedures. We also reserve the right to refuse enrolments and/or suggest alternative arrangements if Personal Trainer Academy believes that it is not in the best interests of other participants and/or the individual concerned to attend one of our courses.
- 1.14. Once the internal quality assurance process is completed (and you have paid in full), your certificates will be requested from the awarding organisation. The Awarding Organisation may select for external quality assurance. Only when the quality assurance is completed, will you receive your certificate(s).

## **2. Course resources and intellectual property**

- 2.1 Personal Trainer Academy provides learners with access to a range of electronic resources (e-resources) to support learners in studying to complete qualifications.
- 2.2 You agree to download the e-resources onto your laptop, smartphone or tablet and this is for personal use only - they can be printed by you if you require this format but must NOT be shared.
- 2.3 Personal Trainer Academy is committed to continually improving the quality of its course resources and reserves the right to update course resources at any time without notice. You will receive Dropbox notifications at time of updates (Learners are required to sign up to a personal Dropbox account).
- 2.4 The use of the e-resources is subject to copyright law just like printed materials, and Personal Trainer Academy governs their use.
- 2.5 You are required to respect Intellectual Property rights in using the e-resources. Failure to do so results in withdrawal from the course and no reimbursement of fees

### **Learners MUST NOT:**

- Disclose or share copies of e-resources with other individuals or organisations
  - Compromise the security and confidentiality of any copy released to them, or produce further copies or knowingly permit others to do so
  - Use the resources for any other purposes than for personal study, and only on computer systems and mobile devices covered by these terms.
  - Modify the e-resources in any form without the written permission of Personal Trainer Academy
  - Use the e-resources for any commercial purpose
  - Make multiple prints or electronic copies of a single assessment workbook or course manual
  - Provide print or electronic copies of material to anyone
  - Post any content on the Internet or other electronic networks
  - Remove or alter publisher copyright notices, authors' names or other means of identification
  - Remove or alter the Copyright Statement on any copies of the e-resources
- 2.6 Full-time students receive printed black and white hard-copy manuals and assessment workbooks on the first day of the course.

- 2.7 Learners have two years to complete each qualification before Awarding Organisation registration expires. Learners looking to complete beyond the two year window will be subject to a £195 registration fee to cover administration, AO registration and new learning materials.

### **3. Learner support (theory, practical and assessment)**

- 3.1. On enrolment, learners have access to course material to support the theory components for level 2 and level 3 or level 4 fitness qualifications. Learners wanting support for theory development can email Personal Trainer Academy learner support team at support@ptacademy.com.

- 3.2. Learners enrolled on any course or diploma where they are allocated a mentor (flexi learning) will be offered the following practical assessment options:

**Option 1:** You can choose to be trained and assessed by an industry personal trainer who is qualified to a minimum of Level 3, in your local area or region. This is subject to availability and we would stress that apart from head office staff mentors, these trainers are third parties (external) and not directly employed by Personal Trainer Academy. Once the trainer receives the learners contact details, they will contact the learner to agree a mutually agreeable timetable and venue for qualification completion.

**Option 2:** You can choose to attend designated level 2 and level 3 qualification development practical training and assessment days at a PT Academy national training centre and be supported by a Head Office Support team member via email to answer questions on coursework when required. Please visit [www.ptacademy.com](http://www.ptacademy.com) for development day and assessment day dates.

#### **Additional Options**

- You can self-tape in a gym with your client and then submit the video recording to your mentor to mark.
  - You can self-tape in a home based or non-gym environment with suitable gym equipment and then submit the video recording to your mentor to mark.
- 3.3. All Personal Trainer Academy personal trainers are third parties (external) and not directly employed by Personal Trainer Academy. Once the learner has successfully enrolled, they will receive the trainer's contact details. The learner and trainer can then contact each other to arrange a mutually agreeable timetable and venue for qualification completion. Also, see point 3.4 for development
- 3.4. Learners signed up to Flexi-learner course have the option of practical contact time with their assigned trainer. This includes assessments for both levels 2 and 3 fitness qualifications.
- 3.5. Learners enrolled on any course or diploma where they are not allocated a mentor (home study) will be offered the following practical assessment options:

**Option 1:** You can choose to attend designated level 2 and level 3 qualification development practical training and assessment days at a PT Academy national training centre and be supported by a Head Office Support team member via email to answer questions on coursework when required. Please visit [www.ptacademy.com](http://www.ptacademy.com) for development day and assessment day dates. Home study learners can request a support call with a head office trainer, this can be done via email ([bookings@ptacademy.com](mailto:bookings@ptacademy.com)). If a support call booking is missed, we reserve the right to charge you £45 for wasting company time.

**Option 2:** You can self-tape in a gym with your client and then submit the video recording to [assessments@ptacademy.com](mailto:assessments@ptacademy.com) to be marked.

#### **Additional Options**

- You can self-tape in a home based or non-gym environment with suitable gym equipment and then submit the video recording to [assessments@ptacademy.com](mailto:assessments@ptacademy.com) to be marked.
- 3.6. Learners receive an email as a reminder of attendance in advance of the scheduled training

or assessment day date. It is the learner's responsibility to confirm their attendance or cancel as soon as possible. Failure to attend a pre-booked cpd, development day, training day or assessment day without 48 hours notice incurs a £75 charge.

- 3.7. Personal Trainer Academy reserves the right to add or remove qualification development training and assessment days at any time. In the event of course cancellation, learners will be notified and alternative options offered.
- 3.8. Qualification development training and assessment days require a minimum number of attendees to go ahead. Personal Trainer Academy reserves the right to cancel a course when the minimum number of attendees is below the required number. Personal Trainer Academy will notify the learner five working days before of intention to cancel. Personal Trainer Academy reserves the right to substitute the course and provide you with a one 2 one mentor.
- 3.9. Qualification development training and assessment days need to be booked at least seven days in advance to avoid the risk of cancellation.
- 3.10. Personal Trainer Academy does not accept responsibility for any financial costs incurred by the learner due to qualification development training or assessment day cancellation within the agreed period (as stated above) for notification, such as lost earnings, hotel and travel costs.
- 3.10 Personal Trainer Academy does not accept responsibility for any financial costs incurred by the learner due to qualification development training or assessment day cancellation within the agreed period (as stated above) for notification, such as lost earnings, hotel and travel costs.
- 3.11. Any non-attendees to qualification development training or assessment days incur a £75 charge unless cancellation is made 48 hours before attendance.
- 3.12. The Master Personal Training Diploma (MPT.Dip) is a Diploma course. Personal Trainer Academy does not give refunds for course downgrades once enrolment is complete. For example, the MPT.Dip downgraded to Certificate in Fitness Instructing (Gym will still be liable for the full MPT.Dip fee.
- 3.13. Personal Trainer Academy recommends self-study and flexi-learners attend the programme design CPD course. The flexi-learners trainer will assist their assigned learners in programme design
- 3.14 Self-study learners Level 2 units 1 to 5 and level 3 units 4, 5 and 7 must submit their coursework for marking to [assessments@ptacademy.com](mailto:assessments@ptacademy.com) before attending an assessment day or submitting a self tape.
- 3.15. Personal Trainer Academy informs learners enrolled on to the Flexi-learner programme that their assigned trainer is an active industry professional. The trainer expects the learner to commit to studying with the aim of completing a single qualification as soon as possible.
- 3.16. There may be occasions when it is necessary for flexi-learners to transfer to a different trainer. Reasons include:
  - The trainer changes their circumstances; i.e. relocates to a different area of the UK, changes role etc.
  - The learner changes their circumstance; i.e. relocates to a different area of the UK, changes role etc.
  - Learner/trainer suitability
- 3.17 Personal Trainer Academy reserves the right at any time to assign the learner to a new trainer/mentor.
- 3.18. Learners assigned to a third-party trainer have a responsibility to return communication from the trainer. As third-party trainers actively work within the fitness industry, the trainer reserves the right to refuse not to assess or train learners who fail to communicate effectively.
- 3.19 Personal Trainer Academy operates zero tolerance policy of abuse of its' staff. Any abuse of

staff either physical or verbal will result in the immediate termination of your learning, any outstanding payments of the learner's referred to debt collectors and legal action taken if necessary.

- 3.20 Third-party mentors reserve the right to charge learners a fixed fee of £75 who fail to turn up for appointments and do not communicate a change in circumstances appropriately or not at all.
- 3.21 Third-party trainers can escalate their concerns to Personal Trainer Academy regarding learners who fail to correspond. Personal Trainer Academy will investigate and if found negligent Personal Trainer Academy.

## **4. Continued professional development (CPD)**

- 4.1 The combined Personal Trainer Academy combined level 2, and level 3 qualification programme entitles learners to attend a range of continued professional development (CPD) days. To view dates and venues visit [www.ptacademy.com](http://www.ptacademy.com) and email chosen dates and venues to [bookings@ptacademy.com](mailto:bookings@ptacademy.com) who will confirm via email.
- 4.2 Personal Trainer Academy will email learners a reminder of attendance in advance of the scheduled CPD date. It is the learner's responsibility to confirm their attendance or cancel as soon as possible. Failure to attend a pre-booked CPD course without 48 hours' notice incurs a £75 charge. The charge must be paid before a further booking request is accepted.
- 4.3 Personal Trainer Academy reserves the right to add or remove CPD days at any time. In the event of a CPD day being discontinued, learners will be notified and alternative options offered.
- 4.4 CPD days require a minimum number of attendees to go ahead. If the minimum number of attendees is below the required number, CPD days will be cancelled. Learners will be notified of cancellation five working days before the CPD date.
- 4.5 CPD days need to be booked at least seven days in advance to avoid the risk of cancellation.

## **5. Changes and cancellations by the learner**

- 5.1 If you wish to cancel within 14 days your deposit or first payment is non refundable and there is a fixed cancellation fee of £300.
- 5.2 If you have signed up to a promotional 'buy now, pay later' or 'zero deposit' offer there is a £500 cancellation fee.
- 5.3 Personal Trainer Academy does not accept learner cancellations after 14 days.
- 5.4 For flexi learners and and home study learners, as we are supplying you the learner with downloadable learning material, inline with distance and online selling regulations, you agree that once this has been sent to you, you lose your right to cancel within 14 days.
- 5.5 The Diploma in Fitness Instructing and Personal Training is a course as a whole and not individual modules. Booking it, is treated as you booking a whole course. There is no refund for course downgrades. For example, a PT Diploma downgraded to Certificate in Fitness Instructing, is liable for the full Diploma fee.
- 5.6 It is possible to transfer the remainder of any qualification to a third-party to complete; i.e. a friend, relative or spouse. The third-party would not qualify for any refunds of fees if they were to cancel. The transfer option is subject to a transfer fee of £99.
- 5.7 When purchasing a package that includes Level 3 Exercise Referral and Level 4 qualification(s), these are included free of charge and as such you will not be charged for these or be able to request a refund for these courses.
- 5.8 When purchasing a package that includes and CPD courses, these are included free of charge, and as such you will not be charged for these or be able to request a refund for these courses.

## **6. Changes and cancellations by Personal Trainer Academy**



- 6.1 If circumstances arise that are beyond our control, it may be necessary from time to time to change or cancel course dates or venues. Personal Trainer Academy reserves the right to arrange to transfer the booking to the next available course at the learner's preferred venue or substitute to a one 2 one mentor.
- 6.2 Levels 2, 3 and 4 national training and CPD days require a minimum number of attendees to go ahead. If the minimum number of attendees is below the required number, courses will be cancelled. Learners will be notified of cancellation five working days before the training date.
- 6.3 Personal Trainer Academy does not accept responsibility for any financial costs incurred by learner due to training and CPD day cancellation within the agreed period (as stated above) for notification, such as lost earnings, hotel and travel costs.

## **7. Assessment re-sit policy**

- 7.1 Personal Trainer Academy operates an unlimited assessment re-sit policy in the event of a learner assessment referral. However, learners who have booked an assessment day but fail to attend without previously notifying Personal Trainer Academy forfeit their right to free re-sits.
- 7.2 Learners need to book a re-sit at least seven days in advance to avoid the risk of cancellation.
- 7.3 Learners enrolled in the Flexi-learner option must book resits with their mentor at a mutually agreeable date and time.
- 7.4 Learner non-attendance to the assessment day incurs a £75 administration charge to rebook unless cancellation is made 48 hours before attendance.

## **8. Assessment submission, verification and certification**

Internal quality assurance (IQA) is a process by which Personal Trainer Academy samples and evaluates ALL its assessment practices and decisions to ensure consistency, fairness and the maintenance of standards. External quality assurance (EQA) is the process of checking an approved training centre's processes to ensure qualification standards are met. Typically, EQA sample learner portfolios.

- 8.1 Completed assessment portfolios (once passed by the assessment team or trainer) must be emailed to IQA@ptacademy.com for centre internal verification. If you are a flexi - learner - your mentor will do this. Internal verification can take up to 28 working days from the date Personal Trainer Academy receives the learner's portfolio to the learner receiving the final result. In the event of the learner's portfolio being referred, portfolios on resubmission are in the same manner with a 28 working day turn-around time.

Personal Trainer Academy accepts portfolios in electronic form. Self-study learners must email completed portfolios to assessments@ptacademy.com. Flexi-learners can email their completed portfolio to their assigned trainer who will mark and if passed will forward on to Personal Trainer Academy IQA department. Learners must save a copy to a safe place on a preferred device before sending.
- 8.2 Learners may prefer to print out the portfolio and hand-write; however, Personal Trainer Academy process electronic copies quicker so learners are advised to scan and save a copy to submit in electronic form.
- 8.3 The Awarding Organisation can request a sample of any learners assessment portfolio for external verification purposes. The Awarding Organisation selects the learners for external verification. Unfortunately, this can delay certification. Personal Trainer Academy has no control over which learners portfolios the AO will sample.
- 8.4 It typically takes six to eight weeks for learners to receive hard copy certificates. Personal Trainer Academy will email the learner to confirm the learner's current address. Internal certificates can be issued in the interim. No certificate will be posted until Personal Trainer Academy responds to confirm address details. IMPORTANT: The Learner's account must be paid in full before Personal Trainer Academy releases final certificates.

- 8.5 Please note, external certificates may take longer than 6 to 8 weeks. Although unlikely, we notify learners to allow up to 6 months just in case. This process is out of our control. As stated in 1.12 above, you can request internal certificates and / or a letter of completion which will assist you in finding work. This is your responsibility to do and will only be provided upon request in writing.
- 8.6 Level 3 Exercise Referral and Level 4 qualifications are self-directed learning programmes. They require learners to take responsibility for their learning needs as there is no face-to-face support. Although course manuals and online support are available, they are not exhaustive. Learners are expected to research and find the right learning resources, as well as monitor their progress.

## 9. Complaints and feedback

- 9.1 Personal Trainer Academy welcomes feedback from learners and, while all reasonable endeavours are made to ensure that the learner experience is a positive one, we do want to hear from learners if there is any cause for complaint. Complaint(s) and feedback (including, but not limited to marketing emails) email [feedback@ptacademy.com](mailto:feedback@ptacademy.com). Full details for the grounds for the complaint must be included in all correspondence with the feedback department.
- 9.2 Personal Trainer Academy promises to work with learners to resolve course issues or complaints promptly. Learners that unhappy in any way with our advice or service from Personal Trainer Academy can follow the complaints handling procedure explained below.

**Stage 1** – Email [feedback@ptacademy.com](mailto:feedback@ptacademy.com) with a full description of your complaint. Include the subject matter, relevant dates and times, names of the individuals relevant to the complaint; and copies of any supporting documents or letters connected with the complaint.

Once Personal Trainer Academy has completed an investigation, the learner will be notified by email the following:

- The outcome of the investigation
- Where relevant, any offer the Company is prepared to make

**Stage 2** – If the learner disagrees with the stage 1 decision, the learner must formally submit a letter in writing to 92 Broad Street, Birmingham, B15 1AU. The letter must include a full description of your complaint including the subject matter, relevant dates and times, names of the individuals relevant to the complaint; and copies of any supporting documents or letters connected with the complaint.

Once Personal Trainer Academy has completed an investigation, the learner will be notified by email the following:

- The outcome of the investigation
- Where relevant, any offer the Company is prepared to make

**Stage 3** - If the learner disagrees with the stage 2 decision, the complainant must submit their concerns formally and in writing addressed to the board of directors who will complete an investigation. The board of directors meet monthly.

Once the board of directors has completed an investigation, the learner will be notified by email the following:

- The outcome of the investigation (their decision is final)
- Where relevant, any offer the Company is prepared to make (the offer will be final)

## 10. Promotions and promotion periods

- 10.1 Personal Trainer Academy reserves the right to run promotions at any time. Promotions may take the form of offers, discounts and incentives. Personal Trainer Academy promotions have start and end dates. Promotions cannot be back-dated for existing learners enrolled on the same qualification. The fees and payments will be as the time of learner's enrolment.
- 10.2 Personal Trainer Academy on occasion take photographs of learners while they are on a course. These pictures may be used in Personal Trainer Academy marketing and

promotional material. Learners having objections can request in writing not to appear.

## **11. Defamation**

- 11.1. Personal Trainer Academy has a zero tolerance policy on defamation and treats it seriously either of the company or its employees.
- 11.2. Unlawful discrimination and defamation of such will be met with immediate legal action.
- 11.3. In cases of ongoing feedback/complaints that aren't ruled in the favour of the learner - threats from such learners of public defamation and actual defamation publicly will be met with immediate legal action. Public defamation includes public blogs, social media platforms inc Facebook, Twitter, Instagram, Snapchat etc
- 11.4. As our policies are 100% fair and robust, in cases where rulings are not in favour of the learner, we take no objection in the entirety of our process and communication being included if the learner wishes to post publicly about the matter. Any manipulation of our process and communication ie edits, omissions etc when posting publicly which results in Personal Trainer Academy being shown in "bad light" will not be tolerated and will be referred to our legal team.
- 11.5. Personal Trainer Academy's legal team are Abraham's Law, Old Foundry Bath St, Walsall, WS1 1JZ.

## **12. Gym membership and Gym equipment**

- 12.1 The free gym membership is limited to a maximum of 3 months at any UK Based "The Gym Group" - The Gym.
- 12.2 Gym membership is capped at £30 per month and proof must be provided that you have an active gym membership and paid for via your bank statement.
- 12.3 Complimentary gifts included as part of a promotional bundle will be outlined upon enrolment, along with details of how to claim.
- 12.4 The free gym equipment will be shipped out once 4 monthly payments have been paid, if this is part of your bundle.
- 12.5 If the Learner's chosen delivery address resides outside of the UK, the learner will be subject to pay the shipping fee. (Fee dependent on shipping location).