

These terms relate to training providers who have renewed or started their endorsement prior to 1 July 2021. At renewal, the [updated terms](#) will be in place.

## Contract Terms including the Endorsement and Code

### GENERAL TERMS

Your attention is particularly drawn to the provisions of clause 12 (Limitation of liability).

#### 1. About us

1.1 **Company details.** PD Approval Ltd a company registered in England and Wales. Our company registration number is 06963778 and our registered office is at Flat 5, 72 West End Lane, West Hampstead, London NW6 2LX. (**we** and **us**) Our VAT number is 278783635. We operate the Website [www.pdapproval.com](http://www.pdapproval.com) and sub domains [www.pdapproval.com/endorsement](http://www.pdapproval.com/endorsement) (**Website**), [www.pdapproval.com/sta](http://www.pdapproval.com/sta), [www.pdapproval.com/repsindia](http://www.pdapproval.com/repsindia), [www.pdapproval.com/repsireland](http://www.pdapproval.com/repsireland) and [www.pdphub.com](http://www.pdphub.com)

1.2 **Contacting us.** To contact us telephone our customer service team on 0333 577 0908 or by writing to us at [enquiries@pdapproval.com](mailto:enquiries@pdapproval.com) or by post to our registered office. For any account queries, please contact our Accounts Team by writing to us at [accounts@pdapproval.com](mailto:accounts@pdapproval.com). How to give us formal notice of any matter under the Contract is set out in clause 16.

#### 2. Our contract with you

2.1 **Our contract.** These terms and conditions (**Terms**) apply to the order by you and the supply of those Services you have selected that you wish us to provide through your choice on the Website. These Terms, together with the provisions of the 'Codes of Conduct and Practice for Endorsed Training' (**Code**) and the 'Endorsement' (**Endorsement**) on our Website as well as the descriptions we give of our Services you choose constitute together all the terms of the contract between us and you (**Contract**). They apply to the exclusion of any other terms that you later seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

2.3 **Your copy.** You should print a copy of these Terms or save them to your computer for future reference.

#### 3. Placing an order and its acceptance

3.1 **Placing your order.** You have followed the onscreen prompts on the Website to place an order with us. You can only submit an order using the method set out on the Website. Each order is an offer by you to buy the services specified in the order as submitted by you

subject to the Contract (i.e. these Terms, the Code, the Endorsement and the contents of the Services description).

**3.2 Acknowledging receipt of your order.** After you place your order, you will receive an acknowledgement that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.3.

**3.3 Accepting your order.** Whilst we reserve the right to reject an order and will notify you if we wish to do so, our acceptance of your order takes place when we send an invoice to you to accept it (**Order Confirmation**), at which point and on which date the Contract between you and us will come into existence. The Contract will relate only to those Services confirmed in the Order Confirmation.

**3.4 If we cannot or wish not to accept your order.** If we are unable to supply you with the Services for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Services, we will refund you the full amount.

#### **4. Cancelling your Contract order and obtaining a refund**

4.1 You may cancel the Contract if you notify us as set out in clause 4.2 within 5 days of your receipt of the Order Confirmation. You cannot cancel the Contract once you have paid (as this triggers the start of our provision of the Services) unless we have not started performance of or completed the Services, even if the 5 day period is still running.

4.2 For you to cancel the Contract in accordance with clause 4.1, you must send us a notice to [enquiries@pdapproval.com](mailto:enquiries@pdapproval.com) specifying your reason for doing so. We will email you to confirm we have received your cancellation.

You can also telephone our customer service team at 0333 577 0908 or by writing to us at [enquiries@pdapproval.com](mailto:enquiries@pdapproval.com). For any account queries, please contact our Accounts Team by writing to us at [accounts@pdapproval.com](mailto:accounts@pdapproval.com). If you are emailing us please include details of your order to help us to identify it. If you send us your cancellation notice by email, then your cancellation is effective from the date you send us the email or post the letter to us. For example, you will have given us notice in time as long as you email us before midnight on that day.

4.3 If you cancel the Contract before we have started to provide the Services, we will refund you for the price you paid for the Services by the method you used for payment less a deduction for a management fee. We may deduct from any refund an amount for the supply of the Services for the period up to the time when you give notice of cancellation in accordance with clause 4.2. The amount we deduct for the management fee will be based on our general fee rates.

4.4 We reserve the right not to accept your order and for us to cancel any ongoing Contract (even if we have started providing the Services) for any reason within 15 days of your order. If we do this we shall refund you the price you paid for the Services by the method you used for payment less a deduction for a management fee of 4% of the price you paid.

#### **5. Our Services**

**5.1 Descriptions and illustrations.** Any general descriptions or illustrations on our Website are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.

**5.2 Compliance with specification.** Subject to our right to amend the specification (see clause 5.3), we will supply the Services to you in accordance with the specification for the Services appearing on our Website at the date of your order in all material respects.

**5.3 Changes to specification.** We reserve the right to amend the specification of any of the Services for any reason and we will notify you in advance of any such event. Only in the circumstances of there being a material (meaning a price increase of more than 5%) effect on the nature or quality of the Services or a material change in the format of the Services which has not been required by any regulatory, legal or good practice change will you be entitled to terminate the Contract early on the expiry of a notice of at least 7 days (but you shall be liable and responsible for all Charges due up to the date of termination in such circumstances).

**5.4 Reasonable care and skill.** We warrant to you that the Services will be provided using reasonable care and skill.

**5.5 Time for performance.** We will use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Contract.

## **6. Your obligations**

6.1 It is your responsibility to ensure that:

- (a) the terms of your order are complete and accurate;
- (b) you co-operate with us in all matters relating to the Services;
- (c) you provide us, our employees, agents, consultants and subcontractors, with access to your premises, office accommodation and other facilities as we may reasonably require;
- (d) you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (e) you obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (f) you comply fully with these terms and code; and
- (g) you do not do anything that would, or has the potential to, adversely affect our reputation and good standing.

6.2 If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 6.1 (**Your Default**):

- (a) we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the contract under clause 14 (Termination);
- (b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
- (c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

## 7. Charges

7.1 In consideration of us providing the Services you must pay our charges (**Charges**) in accordance with this clause 7. If you do not pay the Charges due within 30 days of the order or our sending you an invoice, then we reserve the right to terminate the order and any Contract between us, whichever is the earlier.

7.2 The Charges are the prices quoted on our Website at the time you submit your order.

7.3 If you wish to change the scope of the Services after we accept your order, and we agree to such change, we will modify the Charges accordingly.

7.4 We take all reasonable care to ensure that the prices stated for the Services are correct at the time when the relevant information was entered into the system. However, please see clause 7.7 for what happens if we discover an error in the price of the Services you ordered.

7.5 Our Charges may change from time to time and we shall notify you of such changes. Our Charges are exclusive of VAT where they are required to be charged by the jurisdiction of the supply of and/or receiving the Services' jurisdictions. Where VAT is properly due and payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.

7.6 It is always possible that, despite our reasonable efforts, some of the Services on our Website may be incorrectly priced. Where the correct price for the Services is less than the price stated, we will charge the lower amount. If the correct price for the Services is higher than the price stated, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Services at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Services and refund you any sums you have paid.

7.7 Clause 5.3 and its term that there shall be no refunds or repayments to you in the circumstances described in that clause shall always apply.

## 8. How to pay

8.1 Payment for the Services is in advance. We will confirm or request your payment by invoice as acceptance of your order.

8.2 You can pay for the Services using a debit card or credit card, by BACs transfer or by cheque payable to PD:Approval Ltd.

8.3 We will send you an electronic invoice marked 'Paid' within seven days of the beginning of the month following payment at the time of order. For any failed or cancelled payments, a £20+VAT administration fee will be levied.

8.4 If you fail to make a payment under the Contract by the due date, then, without limiting our remedies under clause 14 (Termination), you will have to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause 8.4 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

8.5 You must pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## 9. Complaints

If a problem arises or you are dissatisfied with the Services, we have a comprehensive complaints policy [here](#).

## 10 Intellectual Property

10.1 All intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by you) will be owned by us.

10.2 We agree to grant you a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the deliverables specified in your order (excluding materials provided by you) for the purpose of receiving and using the Services and such deliverables in your business. You may not sub-license, assign or otherwise transfer the rights granted in this clause 10.2.

10.3 You agree to send us all the relevant information we are to review or what is required for us to provide the Services and that we shall not be responsible or liable to you for our failure to provide any part of the Services if that is caused by your failure to provide us with that information or if it is incomplete or inaccurate.

## 11 How we may use your personal information

11.1 We will use any personal information you provide to us to:

- (a) provide the Services;
- (b) process your payment for the Services; and
- (c) inform you about similar services that we provide, but you may stop receiving these at any time by contacting us.

11.2 Further details of how we will process personal information are set out in our [Privacy Policy](#).

## 12 Limitation of liability [YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE]

12.1 Nothing in the Contract limits or excludes our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

12.2 Subject to clause 12.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;

- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) any indirect or consequential loss.

12.3 Subject to clause 12.1, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to 80% of the total Charges paid under the Contract each calendar year.

12.4 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, including without limitation the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982, by common law or otherwise are, to the fullest extent permitted by law, excluded from the Contract.

12.5 This clause 12 will survive termination of the Contract.

### **13 Confidentiality**

13.1 We each undertake that we will not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 13.2.

13.2 We each may disclose the other's confidential information:

- (a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 13; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

### **14 Termination**

14.1 Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:

- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within seven days of you being notified in writing to do so;
- (b) you fail to pay any amount due under the Contract on the due date for payment;
- (c) you do or omit to do something which, or if we may reasonably decide our association with you has, adversely (or has the potential to adversely) affect our good name and reputation;
- (d) in the circumstances of clause 5.3 arising;

(e) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(f) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or

(g) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

14.2 On termination of the Contract you must return all of our materials and any deliverables specified in your order which have not been fully paid for. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned, you will be solely responsible for their safe keeping and must not use them for any purpose unconnected with the Contract.

14.3 Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination, particularly for Charges accrued or due or payable.

14.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

14.5 PD:Approval has the right without penalty to terminate any accreditation based on irrefutable evidence being presented of material non-compliance to these terms and conditions or the Code of Conduct and Practice for Accredited Providers.

14.6 PD:Approval reserves the right to refuse any further request for accreditation once terminated or to impose any timeframe before a new application can be accepted.

## **15 Events outside our control**

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

15.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

(a) we will contact you as soon as reasonably possible to notify you; and

(b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

## **16 Non-solicitation**

You must not attempt to procure services that are competitive with the Services from any of our directors, employees or consultants, whether as an employee or on a freelance basis, during the period that we are providing the Services to you and for a period of 12 months following termination of the Contract.

## **17 Communications between us**

17.1 When we refer to "in writing" in these Terms, this includes email.

17.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

17.3 A notice or other communication is deemed to have been received:

(a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;

(b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or

(c) if sent by email, at 9.00 am the next working day after transmission.

17.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, such email was sent to the specified email address of the addressee.

17.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

## 18 General

### 18.1 Assignment and transfer

(a) We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing or by posting on this webpage if this happens.

(b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

18.2 **Variation** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

18.3 **Waiver** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

18.4 **Severance** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

18.5 **Third party rights** The Contract is between you and us. No other person has any rights to enforce any of its terms.

18.6 **Governing law and jurisdiction** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.

## Endorsement Terms

### 19 The application

19.1 Applicants must fulfil the endorsement evidence requirements to the satisfaction of an independent evaluator to achieve endorsement.



19.2 Applicants agree to the 'Code of Conduct and Practice for Endorsed Providers' and these Endorsement provisions, as well as the formal Contract Terms in order to submit their application.

19.3 If the Evaluator's report gives an 'Approval Pending' status, the applicant must complete the actions detailed within the time frame provided to continue. If the applicant fails to complete the actions either within the time frame or not to the standard required, the report status will change to Further Evidence Required.

19.4 If the Evaluator's report gives a Further Evidence Required status, the applicant must pay a fee of £200+VAT in addition to the charges already paid to continue as additional evaluation time will be required. If the applicant fails to complete the actions either within the time frame or not to the standard required, the submission will be closed.

19.5 Submissions are accepted on the understanding that no member of the training company applying has been involved in any activities that have resulted in or may result in a ban or conviction which impacts on their learners, PD:Approval, or their membership organisation, nor have been refused recognition by any professional body, awarding organisation or quality kitemark. Post endorsement, any such occurrence must be reported to PD:Approval immediately and may result in termination of the endorsement.

19.6 The endorsement service operates under English law irrespective of the endorsed providers' location and registered business address.

## **20 Qualifications delivery**

20.1 PD:Approval will only endorse providers whose qualifications are recognised by their membership organisation in accordance with that membership organisation's published framework and insurance requirements.

20.2 PD:Approval will not accept endorsement applications that contain qualifications that are delivered 100% online where the awarding organisation specifies a practical assessment. They must be referred to as blended or distance learning and have a minimum of:

- Either, at least one full day workshop to deliver the practical element of the qualification and an observed assessment.
- Or, 20 hours' work experience with a qualified professional in a gym setting with a portfolio of evidence signed off by the gym manager, verified at each stage by the training provider.

20.3 Any endorsed provider offering qualifications as part of their endorsement whose status changes from Low Risk to either High or Medium Risk (as adjudged by their awarding organisation) or who are suspended from delivery by their awarding organisation must immediately notify PD:Approval who has the right to terminate all endorsements linked to that provider.

20.4 If any endorsed provider offering qualifications as part of their endorsement is suspended by their awarding organisation, their endorsement by PD:Approval will be immediately terminated and they will be placed on a 'Not Recognised' list on the appropriate affiliate website.

## **21 CDP and Industry Award delivery**

21.1 Before submitting training for endorsement, it is the training provider's responsibility to check they are not in breach of trademark laws ([www.trademarks.ipa.gov.uk](http://www.trademarks.ipa.gov.uk)).

21.2 Where an application for CPD or Industry Award endorsement includes a trademark name in the course title or materials, evidence of permission from the trademark owner must be provided.

21.3 PD:Approval is not responsible for mediating if a trademark dispute arises and will suspend the endorsement in question until the training provider has resolved the dispute and provided PD:Approval with good evidence from the Intellectual Property Office and/or the owner of the trademark.

21.4 If an endorsed provider authorises another provider to deliver their endorsed CPD or Industry Award, they cannot deliver it or claim to be able to deliver it as endorsed or offer CPD points unless they are endorsed by PD:Approval themselves.

21.5 The delivery team involved in the tutoring, assessing and internal quality assurance of endorsed CPD must take part in the relevant PD:Approval training day if they do not hold qualifications in those areas.

21.6 The same person carrying out the role of tutor and assessor is permissible but where possible must be separate members of the delivery team.

21.7 The appointed internal quality assurer cannot also be the tutor or assessor for the learners on the programme they are quality assuring.

21.8 All endorsed CPD must have a pass mark of 70%.

## **22 Intellectual Property (CPD and Industry Awards delivery only)**

22.1 Any continuing professional development (CPD) training programme or Industry Award included in an endorsement application must be the intellectual property of the applicant or the applicant's organisation, or be supported by evidence of the permission of the intellectual property holder. Any contravention could lead to termination of approval.

22.2 Endorsed providers who have been given the authority to use the intellectual property of another programme must operate all their own organisation's policies and procedures for that programme and its learners in the same way as they do for their own training.

22.3 Where the endorsed provider has been given permission to use the intellectual property of a programme/s, they hold the responsibility for any [sanctions](#) PD:Approval may impose on their training company in relation to their endorsement.

22.4 If the owner of the intellectual property withdraws their permission, the endorsed provider must notify PD:Approval immediately as the endorsement will no longer be valid. Delivering an endorsed course without the necessary permissions in place could have insurance implications for learners.

22.5 If the intellectual property permission is removed then the programme will remain endorsed for a period of grace to enable the current learners to complete the training; this must be agreed with the person or company who hold the intellectual property before seeking endorsement.

22.6 Applicants shall indemnify PD:Approval for any claims, losses, damages or expenses arising to PD:Approval caused by the applicant's unlawful use of a third party's trademarks.

## **23 Insurance for learners**

23.1 It is the responsibility of all endorsed providers to be aware of the industry qualifications and their scope of practice to ensure learners do not step outside that scope of practice by undertaking their training..

23.2 It is the responsibility of all endorsed providers to be properly insured to deliver their training

23.3 It is the responsibility of all endorsed providers to highlight to learners that they must check their own insurance will cover the training..

## **24 Professional register membership**

24.1 There is no mandatory requirement for tutors, assessors, IQAs and authors to be members of any other professional body, although it is considered best practice to be members of a professional body where the training is underpinned by that organisation's framework.

24.2 Where the Technical Evaluator deems it necessary for a particular professional membership to be in place, this will be detailed to the applicant as part of an action plan.

## **25 Logos**

25.1 PD:Approval and other Endorsement logos are issued only on confirmation of approval and shall not be used by the applicant until then.

25.2 Endorsed providers must adhere to the PD:Approval Logo Guidelines.

25.3 Endorsement logos must only be displayed next to the CPD or qualification/s included in the endorsement.

25.4 PD:Approval is not liable for responsible for any costs incurred in printing material with the endorsement logos should they be withdrawn or amended.

25.5 Any unauthorised usage of the endorsement logos will contravene the copyright and shall result in legal action.

25.6 If an endorsed provider is suspended by PD:Approval, the endorsement logos must be removed from wherever the provider has placed them, including where it involves a third party, as well as any reference to being endorsed. If conditions are not met to lift the suspension, this will result in a termination of endorsement.

25.7 If an endorsement is discontinued, either by non-renewal or termination by either the provider or PD:Approval, the endorsement logos must be removed within five working days from wherever the training provider has placed them, including where it involves a third party, as well as any reference to being endorsed. If the provider fails to comply they will be added to the 'not-recognised' page on the PD:Portal website and reported to the Trading Standards Authority.

25.8 Any organisation using endorsement logos without authority will be placed on the 'not-recognised' list on the PD:Portal website.

## **26 Dropbox**

26.1 The Endorsement Dropbox provided on approval is the property of PD:Approval.

26.2 The contents of the Dropbox must be confined to information and materials relating to the provider's endorsement.

26.3 Endorsed providers must use the endorsement logos to promote endorsement and their professional organisation by adding the CPD point logo to all digital marketing, and other marketing where appropriate.

26.4 Editing rights are granted for the provider to be able to upload new material, on the understanding that nothing is deleted by the provider from the Endorsement Dropbox unless with the prior permission of PD:Approval.

## **27 Renewals**

27.1 PD:Approval will support the renewal process by issuing a timely reminder, but it is the endorsed provider's sole responsibility to ensure they renew by the expiry date and PD:Approval cannot be held accountable for reminders not received.

27.2 Endorsed providers shall report any changes to the delivery team, assessment or delivery method for any endorsed programme to PD:Approval before they are put in place. Other changes can be reported as part of the renewal process.

27.3 Renewal must be completed by the expiry date to ensure register members' insurance is not invalidated by the provider running training outside of the endorsement period.

27.4 If the renewal date is exceeded, the endorsement will be closed. The provider will no longer have the authority to use endorsement logos and must remove them within five working days of the expiry date from their website and marketing along with all references to being endorsed, and in accordance with 25.8 of these terms. The provider must also inform their current and prospective learners.

## **28 Bookings**

28.1 All bookings fees for PD:Approval activities must be paid in advance otherwise the participant will not be able to take part.

## **29 Cancellation of PD:Approval activities (training days, consultancy, technical support and External Quality Assurance visits)**

29.1 The following conditions apply to cancellation of booked PD:Approval activities by participants:

- (a) More than 14 days before the activity takes place: full refund.
- (b) 14-7 days before the activity takes place: 50% refund and any non-refundable expenses incurred on behalf of PD:Approval.
- (c) Within 7 days of the activity taking place: no refund; any non-refundable expenses incurred on behalf of PD:Approval will be invoiced to the applicant.

29.2 The following conditions apply to cancellation of booked PD:Approval activities by PD:Approval:

- (a) More than 7 days before the PD:Approval activity: PD:Approval will offer a new date for the activity if available but there will be no reimbursement of travel expenses incurred by the participant. If the new date is not acceptable, the full fee will be reimbursed.
- (b) Within 7 days of the PD:Approval activity: PD:Approval will reimburse reasonable travel expenses incurred by the participant against receipts and offer a new date if available. If the new date is not acceptable, the full fee will be reimbursed.

29.3 The following conditions apply to cancellation of external quality assurance visits agreed with PD:Approval by endorsed providers:

- (a) More than 14 days before the visit: no charge

(b) Within 14 days of the visit: a cancellation fee of £230+VAT will be charged to cover the fee of the external quality assurer; any non-refundable expenses incurred by the external quality assurer will also be charged to the endorsed provider.

(c) If PD:Approval is forced to cancel an external quality assurance visit, no costs incurred by or on behalf of the endorsed provider will be reimbursed.

29.4 The following conditions apply to cancellation of technical support visits agreed by PD:Approval with training providers or their representatives:

(a) More than 14 days before the visit: a full refund will be made.

(b) Within 7-14 days of the visit: a full refund will be made, however any non-refundable expenses incurred by the technical support consultant will be charged to the training provider.

(c) Within 7 days of the visit: a part refund will be made to allow for a cancellation fee to be paid to the technical support consultant, which will be a proportion of the invoiced fee; any non-refundable expenses incurred by the technical support consultant will also be charged to the training provider.

(d) If PD:Approval is forced to cancel a technical support visit, no costs incurred by or on behalf of the training provider will be reimbursed.

### **30 Quality assurance**

30.1 All endorsed providers will be subject to [quality assurance checks](#).

30.2 Where the quality assurance involves a visit, PD:Approval reserves the right to choose which endorsed training programme to quality assure and on what date.

30.3 Endorsed providers who deliver Endorsed CPD solely outside of the UK will be liable for all reasonable travel expenses, this does not apply to those delivering in the UK. The external quality assurer will apply a risk rating – Unsatisfactory, Requires Improvement, Good, Outstanding. An Unsatisfactory or Requires Improvement rating will mean an additional visit is required which will incur a further fee of £380+VAT.

30.4 PD:Approval will inform the appropriate awarding organisation if an endorsed provider offering qualifications is deemed high risk through their CPD quality assurance visit.

30.5 Endorsed providers carrying out a self-evaluation check agree to complete it within the given timeframe and the results will be used as supporting evidence if visited as part of the quality assurance sampling process.

30.6 If a quality assurance visit is required as a result of an investigation into the endorsed provider's actions by PD:Approval, the endorsed provider agrees to pay the visit fee of £380+VAT.

30.7 The director of the endorsed training organisation is liable and responsible for any actions of their staff in relation to endorsement or anything else that may affect their standing with PD:Approval or their membership organisation, in accordance with the Code of Conduct and Practice for Endorsed Training Providers (see section below).

### **31 Social media**

31.1 PD:Approval has a zero tolerance policy towards social media that is used inappropriately for example but not restricted to harassment, abuse, bullying, homophobic,

racist and any other defamatory language and will if necessary apply [sanctions](#) that could lead to termination of endorsement.

## **32 Marketing**

32.1 Endorsed providers must ensure that their endorsement is marketed under their own organisation name, as approved by PD:Approval.

32.2 Endorsed providers cannot market their endorsed training under the name or banner of another organisation.

32.3 Qualifications included in an endorsement must be marketed under the qualification title provided by their awarding organisation and approved under their endorsement.

## **33 Additional services**

33.1 PD:Approval provides additional services over and above the core endorsement offer for endorsed providers who have paid an endorsement submission fee. These services are not part of the endorsement offer but are added value products. Access to these services is not a right of endorsement and PD:Approval offers no guarantee of their continuous availability. These additional services include the PD:Portal, PD:Approval's online Shop, and any items for sale in the Shop.

## **34 Endorsement policing**

34.1 Where their actions may be to the detriment of a registered member of PD:Approval affiliates, PD:Approval is obliged to share information relating to endorsed providers to regulatory body/s.

34.2 If PD:Approval receives information from an awarding organisation, membership organisation, professional association or body, or other similar institution about an endorsed provider that could by association affect the standing and reputation of PD:Approval and/or its affiliates, PD:Approval has the right without penalty to immediately terminate their endorsement.

34.3 If PD:Approval receives information from an awarding organisation, membership organisation, professional association or body, or other similar institution about a training provider that could by association affect the standing and reputation of PD:Approval and/or its affiliates, PD:Approval reserves the right without penalty to refuse their application for endorsement.

## **35 Information changes**

35.1 PD:Approval reserves the right without penalty to amend any documentation or online information relevant to endorsement at any time provided PD Approval is acting reasonably. If the endorsed provider is negatively affected by the amendment, then the endorsed provider has the right to end the endorsement with a 80% refund of all endorsement application fees only.

35.2 It is the provider's responsibility to ensure that they have up to date information by referring to this website for the latest information.

35.3 The criteria for approval may be subject to legislative change and if so any legislative changes (where mandatory) must be implemented in current endorsements after approval has been granted. All endorsed providers will be required to comply in order to continue their endorsement. If the endorsed provider is negatively affected by the change, the endorsed provider has the right to end the endorsement with an 80% refund of the endorsement application fees only.

35.4 It is the endorsed provider's responsibility to ensure that PD:Approval is informed of any change in contact details. PD:Approval is not responsible for any consequences should communications not reach the correct person.

35.4 It is the endorsed provider's responsibility to ensure that PD:Approval is informed of any changes relating to 27.2 of these terms.

### **Code of Conduct and Practice for Endorsed Training Providers**

PD:Approval and partner Membership Organisations have high expectations of tutors, assessors, internal quality assurers and all persons responsible for the learner experience. It is understood that endorsed providers will carry out their duties in a manner that is accountable, professional, ethical and responsible to promote a positive learning experience.

By gaining approval through endorsement, endorsed providers agree in their contracts with PD:Approval to be bound by this Code of Conduct and Practice for Endorsed Training Providers.

Endorsed providers that are in breach of one or more of the Code's criteria will be [sanctioned](#) and PD:Approval shall be entitled to raise additional charges on them for additional quality assurance checks or other financial penalties.

In addition, endorsed providers delivering qualifications via an awarding organisation shall comply with all their awarding organisation's requirements, terms and conditions.

### **36 Roles and Responsibilities**

36.1 Training teams will work together and communicate effectively to increase the skills and knowledge of their learners.

36.2 The endorsed provider's primary function is to prepare, manage, lead, deliver and evaluate learning opportunities for individuals and groups.

36.3 Endorsed providers will evaluate learners' needs or disabilities before and during the training in order to ensure that any reasonable adjustments are made.

36.4 Endorsed providers will use appropriate assessment methods and tools to collect data and evaluate learning which are approved by PD:Approval.

36.5 Endorsed providers will ensure that the necessary risk assessments have been completed.

36.6 Endorsed providers will carry out training within facilities that meet current government health and safety guidelines.

36.7 Endorsed providers will have the relevant public liability insurance and/or any other insurances suited/required for delivering training in a safe and fit for purpose environment.

36.8 Endorsed providers will inform PD:Approval prior to making any material changes to the training programme so that additional evaluation may take place if necessary. A fee may be incurred where reasonable to charge it.

36.9 Endorsed providers will inform all learners within a reasonable time frame of any changes to the training programme that have been approved by PD:Approval.

36.10 At all times policies and procedures that have been approved by PD:Approval will be adhered to. If any changes take place the endorsed provider will consult with PD:Approval before implementing.

36.11 Endorsed providers will check learner's qualifications and adhere to the Membership Organisation's framework of prerequisites where applicable. PD:Approval will inform the endorsed provider of such prerequisites.

36.12 Endorsed providers will inform the Membership Organisation or PD:Approval of any other endorsed provider or professional deemed to be conducting an illegal activity or breaches against the Code of Conduct and Practice for Endorsed Providers.

36.13 Endorsed providers will take into consideration the learners' Membership Organisation code of practice when developing training.

36.14 The endorsed provider will ensure that the scope of their practice of their learners is not contravened.

36.15 Endorsed providers will not give false statements or make any perceived judgements about other training providers, endorsed or otherwise.

36.16 Endorsed training will be delivered over a time period sufficient to equip participants with the appropriate knowledge, skills and confidence to practice.

### **37 The Professional Code**

37.1 Responsibility for implementing the following professional code falls to the endorsed provider at all times.

37.2 Where training is taking place there will be an endorsed provider and learner agreement to ensure that all parties can be held accountable.

37.3 At no point must learning be hampered by the endorsed provider because of the actions of anyone in their training team.

37.4 Endorsed providers will not intimidate, use coercion nor harass or discriminate in any way.

37.5 Where possible best practice will be followed at all times. If the endorsed provider is unsure of best practice they will contact a member of the PD:Approval team for guidance.

37.6 The learners' dignity and integrity will be upheld by the endorsed provider at all times.

37.7 Any physical contact with the learner by the endorsed provider within the context of the training must be with their prior consent, either written or verbally.

37.8 The use of illegal drugs, alcohol and or any narcotics that might impair or hamper the endorsed provider's judgement or delivery is strictly prohibited.

37.9 Endorsed providers will always ensure feedback on summative assessments take place privately with learners, unless the learner specifies otherwise on the signed feedback form.

37.10 Endorsed providers will not deliver training or offer professional advice that is outside of their scope of practice or qualification remit.

37.11 Endorsed providers will ensure that what is being taught, demonstrated or observed is fit for the audience, e.g. age, religion, gender.

37.12 Where relevant, endorsed providers will promote the continuing professional development (CPD) of their employees and ensure that all those employed to write, develop, deliver, assess and internally quality assure training are sufficiently qualified and a member of the relevant Membership Organisation (where applicable).



37.13 Endorsed providers will actively promote their Membership Organisation to learners taking part in endorsed training or qualifications covered by their endorsement.

37.14 Endorsed providers must ensure that all tutors and assessors involved with their endorsed training programme/s keep up to date with their industry CPD requirements.

### **38 Integrity Matters**

38.1 Endorsed providers will not provide false information or knowingly mislead learners.

38.2 A prompt and accurate response regarding feedback on achievement and enquiries relating to the training will be given to learners at all times.

38.3 Endorsed providers will never knowingly withhold information that might change or impact on the learner's experience or achievement.

38.4 All personal matters concerning a learner will be discussed in private.

38.5 Endorsed providers will not engage in social media regarding a learner's professional and personal status.

38.6 Endorsed providers will not engage in any type of derogatory behaviour in any forms of communication.

38.7 Endorsed providers will not openly engage in public relations regarding PD:Approval or the Membership Organisation without consent of either body.

38.8 The misuse or distribution of PD:Approval and/or the Membership Organisation's logos is prohibited and clear [sanctions](#) will be enforced.

### **39 Keep It Confidential**

39.1 Endorsed providers will ensure that all personal data is collected, processed and stored in accordance with current data protection law.

39.2 All learners' and endorsed providers' information (electronic or paper) will be securely locked in a cabinet or password encrypted. Contingency plans will be in place to ensure that if the lock or password is misplaced or stolen the relevant protocols can overcome such issues.

39.3 Endorsed providers will keep learners' details and assessment decisions for a minimum of three years.

39.4 If there is a requirement for the endorsed provider to share information then the endorsed provider must gain permission from the learner and explain why and for what purpose it will be used.

### **40 Rules for Administrative and Technical Support Matters**

40.1 Endorsed providers' centre contact and communication details will be kept up to date. Any changes will be communicated immediately in writing to PD:Approval.

40.2 All appeals and complaints procedures will be followed in accordance with the endorsed providers' internal policy that has been granted approval by PD:Approval.

40.3 Technical (IT) assistance will be available to learners should they need to download software to enable them to undergo their learning experience. All IT requirements will be made clear to the learner before they enrol onto the training programme.

40.4 Before enrolling onto the training programme, learners will be made aware about fees, referral fees, part payment terms, refund policy and cooling off periods.

40.5 Pre-course reading and clear learning outcomes will be sent to the learner in reasonable time.

40.6 Certification of endorsed training will be sent to the learner no more than 3 weeks after successfully passing assessment related to the training. This does not include those learners awaiting certificates from an awarding organisation.

40.7 Learners' certificates issued by the endorsed provider will show the titles of the completed modules and, if applicable, the national occupational standard (NOS) competencies that have been achieved.

40.8 The recommended tutor/assessor to learner ratio is 1:15, however PD:Approval will consider higher ratios if the evidence supports it.