

Introduction

This document provides guidance for organisations wishing to become approved training centres with The Training Centre of Wellbeing Ltd. It covers the centre and qualification approval process as well as providing guidance on delivery, assessment and quality assurance for centres.

The General Terms and Conditions of this document apply upon centre approval. The Centre Manual should be used in conjunction with Our Quality Assurance Requirements and the relevant related policy and guidance documents listed in this document.

About Us

The training centre was formed in 2014 and despite spectacular growth, is still focussed on a personal approach to learning.

Our training centre offers accredited classes in complimentary medicine. We are committed to raising the standards in the holistic field of medicine training by supporting our students throughout their training and expect the same from our training providers. Our courses include modules in anatomy and physiology training, codes of conduct, starting in business, and are assessed during classroom sessions and through case studies, and assignments. On completion of your student's studies, we offer ongoing support via online study groups. Our courses can be studied by attending an intense training weekend, or by attending monthly classes. Our courses are fully compliant with National Occupational Standards and are constantly updated with changes in legislation and the latest research. All the courses must be delivered in a classroom based environment. We do not support online learning.

The Training Centre of Wellbeing currently has 98% student retention and 100% student pass rates.

Studying a therapy and completing a course is just the first step in becoming a successful holistic practitioner. Working with the therapy, being aware of the legalities surrounding the practice, learning to communicate effectively with clients and managing the business are all skills you need to teach to make this work for your students.

Our courses provide your students with all the skills they need to achieve a quality and professional holistic practice!

Understanding the human body is essential to being an effective holistic practitioner. Our Anatomy and Physiology course teaches your students all about the body's systems and there are modules included in every therapy course.

Eating a healthy balanced diet is essential to everyone's health. Our Nutritional therapy course will enable your students to help themselves, friends, family and clients achieve optimum health.

Our active listening skills course equips students with basic counselling skills, our professional practitioner course makes sure they are aware of all the compliance issues and our business management course gives the knowledge student's need to manage their business effectively, saving the costs of employing professionals to build websites, market their business and handle the financial aspects.

You can browse our website and request course brochures on each course.

Our holistic practitioner courses are accredited with the leading membership body, The Complimentary Medicine Association and approved by Balens Holistic Insurance. They are all classroom based and supported with research and comprehensive reference manuals.

We adopt a variety of teaching methods ensuring that the classes are fun, interactive and support a variety of learning styles and expect you to do the same.

We are committed to raising the standards of holistic medicine training, and to our student's success.

Each course comes with a pdf e-manual, teaching slides and lesson plans.

Contacting Us

You can contact us Monday to Friday by email, or telephone.

E: enquiries@centrewellbeing.co.uk

T: 07539033778

Address:

The Training Centre of Wellbeing Ltd

Head Office

41 Owston Road

Carcroft

DONCASTER

South Yorkshire

DN6 8DA

What we offer for each course

Teaching Materials

Teaching Slides

Lesson Plans

Training days for teaching development

Printed manuals for students

E-Certificates

QUALITY ASSURANCE

1. Quality is fundamental to The Training Centre of Wellbeing Ltd. It assures the integrity and value of qualifications, products and services throughout their life cycle. Consistent quality assurance requires us and its approved centres to work together closely; the Quality Assurance Model encompasses both internal quality assurance (activities and processes undertaken within centres) and external quality assurance (activities and processes undertaken by us). This section will explain the Quality Assurance Model and the key quality roles within The Training Centre of Wellbeing Ltd.
2. The Training Centre of Wellbeing Ltd (TCW) policy document Our Quality Assurance Requirements should be read alongside this Centre Manual. This key document encompasses the regulatory requirements that apply to all centres working with TCW. It details the specific approval and monitoring criteria that centres must adhere to, and explains the consequences of non-compliance with these criteria.

3. Our Quality Assurance model includes the following steps:

Step 1: The Quality Teams will review the information it has regarding a centre and the specific risks attached to each qualification. Types of centre information include, but are not limited to; systems and resources for delivery; data and information handling; the internal management structure and the suitability of assessment sites. The risks attached to the delivery of a qualification will also be considered. These include, but are not limited to; technical specifications; location of delivery; industry standards and health & safety.

Step 2: If the Quality Teams assess that it is required, they will create a quality assurance activity planner (normally covering 12 months) that will meet the specific centre needs. The range of quality assurance support activities could include: • Consultant qualification sampling / moderation • Consultant standardisation activities • Specialist technical support and advice • Standardisation of assessment practice •

Step 3: These quality assurance activities are then implemented and monitored to ensure that they are providing appropriate support for centres. Planned activities can be amended if necessary to reflect the changing needs of the centre and/or TCW requirements. Detailed information on the centre and qualification approval process can be found in this document.

Assessment and Verification of your students summative assessments and case studies is carried out by the Training Centre of Wellbeing Ltd

Centre and Qualification Approval

1. Organisations that are considering offering TCW qualifications, must go through the centre approval process. Approval is based upon the ability to meet the centre approval criteria, which are specified in Our Quality Assurance Requirements. Centre approval includes one qualification approval. Once approved, centres are able to add to the TCW's qualifications they offer by completing the qualification approval process. The General Terms & Conditions, of this document, apply once approval has been agreed. Please note that TCW may decide not to progress an approval application at any stage prior to approval being confirmed in writing by the TCW Quality Teams. This is at TCW discretion and there is no obligation to let organisations know the reasons, nor is there a right of appeal.
2. All relevant application forms and documents relating to centre and qualification approval will be emailed to you.
3. Definition of a TCW approved centre: TCW defines a centre as an organisation, such as a college, school, training provider or employer approved by one or more awarding organisation for the delivery of training programmes and qualifications. Providing that the organisation meets the approval criteria detailed in Our Quality Assurance Requirements and receives formal written approval from TCW, it is defined as a centre. The location for quality assurance and assessment will vary depending on the organisation. This could be a college site, workplace or even a private residence but must meet TCW approval requirements.
4. Written and enforceable agreement: Where organisations are approved to offer TCW qualifications, the written and enforceable agreement between the centre and TCW consists of: • The CAP (centre application); • The Centre Manual (which includes the General Terms); • The policies, procedures and regulations (including, for the avoidance of doubt Our Quality Assurance Requirements); and • The relevant QAP (qualification approval(s)) and qualification handbook(s). Where a centre application is accepted by TCW it will form an agreement between the centre and

TCW for TCW qualifications (which shall come into force on the date that TCW accepts the centre's application for its first qualification approval for a TCW qualification).

5. Pre-Approval Process: This section details the pre-approval stages for prospective centres wishing to offer TCW qualifications.
 - 5.1 Pre-approval support: The first step for any prospective centre is to complete the Customer Application Form which can be completed and submitted via email. Once this has been submitted, the enquiry is passed onto a dedicated member of the Sales team who will continue to support the prospective centre. The Quality Team will also contact the prospective centre at this stage to discuss their approval package. At this stage either party may decide not to progress with the application. TCW may decide not to progress an application; in these instances there is no obligation to let the prospective centre know the reasons, nor is there a right of appeal.
 - 5.2 Pre-approval advisory systems visit Prior to approval: a pre-approval advisory systems visit may be arranged to provide advice and support to the prospective centre on their quality assurance systems and procedures. TCW will make the decision whether the prospective centre would benefit from this type of visit or whether a post-approval advisory/support activity would be more appropriate. Organisations whose applications do progress will receive an approval visit once all relevant documentation has been completed and submitted.
 - 5.3 Centre approval application process: Organisations which progress to the centre approval application stage will be given access to the Centre Approval (CAP) Form to start the centre approval process. The CAP form has a section for qualification approval, and includes payment details. Prospective centres are also allocated a sales business manager. If prospective centres have any questions about the approval application process they should contact their allocated sales business manager. TCW may decide not to progress an approval application at any stage prior to approval being confirmed in writing by the TCW Quality Teams. This is at TCW discretion and there is no obligation to let prospective centres know the reasons, nor is there a right of appeal.
 - 5.4 Approval Costs: A centre approval fee is payable before the Quality Teams begin to process any CAP forms. Please note that once the centre approval process has started (defined as the point at which the CAP form and associated documentation has been acknowledged by TCW) the approval fee is non-refundable. Failure to pay this fee promptly may result in a delay to the progress of a prospective centre's application. The Approval fee is £299 and is paid annually. A monitoring visit will take place annually upon renewal of your approval process.
 - 5.5 The approval process focuses on the centre approval criteria that a prospective centre must meet in order to be approved. The full set of criteria are listed in Our Quality Assurance Requirements, along with examples of the types of evidence prospective centres must produce in order to demonstrate how they meet each criteria.
 - 5.6 Centre approval process: This diagram shows the key stages in the centre approval process.



5.6 Centre Approval form: The form outlines the requirements and information required from a prospective centre. These include: • Contact details • Business information • Data systems • Systems procedures and resources • Learner support • Centre quality performance • Qualification details • Delivery and resources • Possible sources of evidence to support the application • Payment method **Please note that there will be additional requirements that apply for specific qualifications.

5.7 Centre approval visits: Approval visits will seek evidence to confirm that the prospective centre meets the centre approval criteria, and ensure that all systems, processes and procedures are in place. The duration of the visit will vary, depending on the time needed to complete activities. It is anticipated, however, that it will be normally at least 2 hours. At the end of the visit there will be an action plan and approval recommendation. This will be discussed with the centre then

submitted to the relevant TCW Teams. A copy of this report will also be made available to the prospective centre for their records.

5.8 Centre approval decision and activity planning: TCW aims to provide the approval decision within 30 working days of the submission of the completed application, with four possible outcomes:

- (a) Centre approval and qualification approval granted
- (b) Centre approval and qualification approval granted subject to action plan
- (c) Centre approval and qualification approval withheld subject to action plan
- (d) Centre approval and qualification approval denied.

These four outcomes are outlined in detail below. Please note that centre approval is subject to change should a centre's capacity to meet the centre approval criteria change at any time. TCW reserves the right to withhold centre and qualification approval. If a centre has any questions regarding the approval decision, they should contact the TCW.

(a) Centre approval and qualification approval granted

When a prospective centre is formally notified that centre and qualification approval have been granted, TCW will:

- Recognise the organisation as an approved TCW centre.
- Issue an annual certificate of approval for display at the centre.
- Allocate a centre number within five working days, which will be used in all communications with TCW.
- Allow registration and assessment of learners for the qualification(s) approved Centre and qualification approval are deemed to have been granted when the TCW Quality Teams confirm the status in writing to the centre, and not before.

(b) & (c) Centre approval and qualification approval granted / withheld subject to action plan:

Where there is insufficient evidence to satisfy either the centre or qualification approval criteria, the TCW will develop an action plan which will set out:

- areas that need to be developed further
- an indication of the additional evidence required
- the date by which improvements must be made (this is normally within three months, but this may be subject to change depending on specific circumstances). Once the action plan has been completed, prospective centres will contact the TCW. The TCW will request evidence to confirm that the centre approval criteria have been satisfied and, if necessary, a second approval visit will be made. Please note, this additional visit will incur a charge of £199.

(c) Centre and qualification approval denied:

Where it is clear from the visit undertaken to the prospective centre that they are not in a position to satisfy the TCW approved centre criteria, centre and qualification approval are denied.

5.9 Non-Active Centres: If a centre is non-active (i.e. there are no registrations/certifications for any of its qualification provision) for a period of one year or more, centre approval will automatically lapse. The centre will be informed and will then need to re-apply for centre approval.

5.10 Unique Centre Number: If the approval application is successful centres will be allocated a unique six-digit centre reference number which will be found on both the certificate and the letter sent by the TCW. This is also known as a TCW Centre Number.

5.11 Qualification approval: Centres can apply to add to the list of qualifications they deliver at any time by following the qualification approval process. As part of the qualification approval package an approval activity by a visit may be required. This could be an approval visit, or a desk-based activity. Here are the key stages of the qualification Approval process:

1. Qualification Approval application is submitted to TCW who decides whether approval visit or desk based activity is required.
2. Qualification approval visit scheduled (if required) and arrangements are made for a visit or desk-based activity.
3. Qualification approval visit: TCW completes qualification approval visit or desk-based activity and completes qualification approval report) and Action Plan (if required).
4. Approval decision & activity planning: Action plan approved and shared with centre to enable them to respond to actions.

5.12 Qualification Approval: Once a centre has completed and submitted the Qualification Approval Form, it will be processed by the TCW.

Typically, a centre must specify or supply:

- details of all other staff involved in delivery. These details should include CVs, role profiles, competence, experience and Continuing Professional Development
- details of the physical resources for delivery
- details of location
- details of any third parties the centre works with to deliver the qualification, e.g. sub-contracted providers
- details of how the centre intends to quality assure the qualification.
- the programme outline and content

TCW may, in its absolute discretion, decide to approve or refuse any application for qualification approval. The decision to grant qualification approval is a decision made TCW. The decision will be notified to the prospective centre although TCW is not required to provide reasons. The decision is not subject to an appeal.

5.13 Qualification approval visit If a visit is required: The TCW will agree a visit programme with the centre quality contact in order to:

- confirm any special arrangements
- indicate any points which need clarification
- identify any staff the TCW wishes to meet.

During the visit the TCW will:

- ensure all staff involved with the delivery of the qualification understand their roles and responsibilities
- seek evidence to confirm that the centre has met the qualification approval criteria
- give help or advice as required
- approve documentation as appropriate.

The duration of the visit will vary depending on the time needed to complete the above, but it is anticipated that it will normally be at least 2 hours. At the end of the visit the TCW will complete a form which will include an approval recommendation and may include an action plan, which will be discussed with the centre. For confirmation a copy of the report will then be made available to the centre. TCW has the right to reject approval for other qualifications and approval is not deemed to have been granted until this is confirmed in writing to the centre by the TCW Teams.

5.14 Qualification approval decision and activity planning: TCW aims to provide the approval decision within 30 working days of the submission of the completed application, with four possible outcomes:

- (a) Qualification approval granted
- (b) Qualification approval granted subject to action plan
- (c) Qualification approval withheld subject to action plan
- (d) Qualification approval denied

These four outcomes are outlined in detail below. Please note that qualification approval status is subject to change, should a centre's capacity to meet the qualification approval criteria

change. TCW reserves the right to withhold qualification approval. If a centre has any questions regarding the approval decision, they should speak to the TCW Team.

- (a) Qualification approval granted: When centres have been formally notified that qualification approval has been granted, they will be able to register learners for the qualification(s) concerned. Centres will not be able to certificate learners.
Centres must not enrol learners onto a qualification, or commence assessment until the formal qualification approval letter has been received.
- (b) & (c) Qualification approval granted / withheld subject to action plan: Where insufficient evidence to satisfy the qualification approval and assessment criteria has been provided, the TCW will complete an action plan identifying:
 - any areas that need to be developed further.
 - the date by which improvements must be made and an indication of the additional evidence required. Once the improvements detailed in the action plan have been completed, the centre should contact the TCW and, if necessary, a second approval visit will be made. This additional visit will incur a charge of £199.
- (c) Qualification approval denied TCW reserve the right to deny qualification approval, where it is clear from activities undertaken and visit(s) to the organisation that the centre is not in a position to satisfy the qualification approval.

5.15 Non-active qualifications: If a centre has a non-active qualification (no registrations/certifications) for a period of one year or more, then qualification approval will automatically lapse. The centre will then need to re-apply for qualification approval.

****Approved courses are subject to a fee of 1 x the course cost plus £50 per student for assessment. This is payable each time the course is run by the approved centre****

5.16 Once the course has been completed by the approved centre students. Assessments and case studies are to be submitted to the TCW with the fee of £50 per student. Assessments are marked and e-certificates issued within 30 days of the submission. Should a student be unsuccessful, they will have one more chance to submit a revised assessment and a further fee of £50 payable. If this student is still unsuccessful, then they will be failed and further assessments are not possible. They can re-study the course at your next intake and charged a fee at your discretion. The students further assessments will be submitted to the TCW with the fee of £50 with 2 chances to achieve the TCW pass rates of 60%.

5.16 Updating centre information: UPDATE It is a requirement that centres keep TCW informed of any changes or potential issues that may affect the ability to meet requirements for delivery and assessment, as soon as they become apparent. This includes: • Changes to contact details, including centre name or quality contact details (name, address, email etc.). • Changes to site delivery address or details of any additional sites, additional subcontracted providers. • Centres undergoing a change of control e.g. change of head of centre. • Any changes to the staffing of any qualification, • If an organisation intends to stop operating as a TCW centre. In this instance the TCW will contact the centre to explain the process in full. Centres must inform TCW of any changes by completing and submitting the TCW Centre Update Form. It must be completed whenever there has been a change affecting the information provided. Please note, failure to update TCW with regards to changes to centre information can affect a centre's qualification or centre approval. For further information please refer to Our Quality Assurance Requirements. Where substantial changes have taken place in a centre, particularly in relation

to physical and staff resources, the following points should be noted: • An additional sampling/systems visit may be required to confirm that the approval criteria continue to be met, for which is chargeable at the current rate of £199 • It may be necessary to withhold certification until an additional visit has been made and a satisfactory report received. Centres will be kept fully informed of all actions and decisions taken in these instances.

5.17 Quality assurance strategy and systems visits: After the first year of approval, centres will receive a systems visit and centre approval must be renewed at the annual fee of £299. This involves a review of their current quality assurance systems, policies and procedures. The systems visit will identify good practice, and provide information, advice and guidance on any improvements that need to be made. The TCW will confirm a 12 month plan of quality assurance activities in discussion with the centre. The activities will then be implemented, with an ongoing review of the plan by the TCW to ensure that appropriate levels of support and monitoring are in place. Systems visits will also take place in an ongoing capacity, to ensure that centres' quality assurance systems, policies and procedures continue to meet approval criteria. They will also focus on specific centre needs, as relevant. For detailed information on centre quality assurance strategies.

5.18 Malpractice: The TCW will undertake investigations into alleged or suspected malpractice in order to ensure the quality, rigour and consistency of assessment practice, and the validity of certificate claims, with regards to its qualifications. Malpractice is defined by TCW as an act or an instance of improper practice and includes maladministration. Malpractice is any activity, practice or omission which is either wilfully negligent or deliberately contravenes regulations and requirements and compromises one or more of the following:

- Internal or external assessment process
- Integrity of a qualification
- Validity of a result or certificate
- Reputation and credibility of TCW.

Maladministration is defined as any activity, practice or omission which results in centre or learner non-compliance with administrative regulations and requirements. For example: persistent mistakes or poor administration within a centre resulting in the failure to keep appropriate learner assessment records. If a centre discovers or suspects malpractice, the head of centre is required to report it to the Investigation & Compliance team within 10 working days and prior to the commencement of any internal investigation. Failure to do so may affect a Centre's Monitoring Rating. Where malpractice or maladministration is suspected in a centre, or a partner organisation involved in administering or assessing the qualification, TCW may:

1. immediately suspend the centre from registering learners, undertaking examinations and/or making claims for certification

2. investigate whether the safeguards at the centre are up to the standard required to guarantee valid claims. Allegations of malpractice can also be disclosed to TCW by individuals (informants) who have concerns relating to examinations or the assessment of qualifications at an approved TCW centre. An informant could be one of the following:

- Carers or guardians of learners
- Staff in the centre
- Staff who have left the centre
- Employers
- Staff in TCW centres
- Regulators and other agencies/organisations
- Other awarding organisations
- External quality assurers
- Examiners

- Police Regardless of the circumstances or the people involved, TCW will investigate all allegations or suspicions of malpractice in examinations and assessment to protect the integrity of its qualifications and to be fair to centres and learners. All information which TCW deems necessary in order to investigate and resolve an allegation of malpractice must be provided by the centre. Failure to report suspected malpractice and/or to co-operate with follow up activity may lead to awards not being made, certificates not being issued, future entries and/or registrations not being accepted or withdrawal of qualification and/or centre approval.

5.19 Centre and/or qualification approval withdrawal process: Where a centre has centre and/or qualification approval withdrawn, or chooses to withdraw themselves they are no longer able to register learners or certificate learners. Once a centre has approval removed it must not offer TCW qualifications, products and services, or continue to use the TCW logo in any capacity. In these instances centres will be contacted by TCW to notify them of this. The withdrawal process will be managed by TCW. Where approval is removed for non-compliance or malpractice reasons, TCW is also required to inform the relevant regulator. Centres who have approval removed have a responsibility to fulfil their legal obligations, as set out in the Terms and Conditions that form part of their contract with TCW. If a centre wishes to appeal the decision to withdraw approval, then they should follow the Appeals procedure. Where a centre chooses to withdraw itself, they must inform TCW. The TCW will work with the centre to support learners who may be affected by this decision.

GENERAL TERMS AND CONDITIONS

Definitions:

Approval Date: the date of Centre Approval;

Approval Fees the fees charged by TCW to the Centre as part of the centre approval or qualification approval process; Application fee £299 (includes 1 visit), monitoring visits above the normal approval process £199, Annual renewal fee £299 (includes 1 visit), Course Approval fee £see course list, Student assessment fee £50 per student. Manuals (1 pdf centre manual included in the course fee. Further printed student manuals are priced between £7 and £15 dependent on the course.

Assessment Materials: any materials in whatever format provided to the Centre by TCW for the sole purpose of assessing a Learner;

Centre: a centre approved by TCW;

Centre Approval: the approval conferred by TCW to confirm that the centre has met the overall quality assurance standard required by TCW in order to deliver Qualifications;

Centre Manual the document issued by TCW that provides requirements and guidance for: (1) organisations wishing to become Centres; and (2) Centres delivering Qualifications, as updated from time to time by TCW;

TCW Materials: any materials in whatever format (excluding the Assessment Materials) provided to the Centre by TCW for the sole purpose of teaching.

Fees: the fees charged by TCW to the Centre, as set out in the Centre Charges list, (as published periodically by TCW.

Financial Year from 1 April to 31 March each year;

Intellectual Property Rights: rights in and to all inventions (whether patentable or not), patents, designs (both registered and unregistered), copyright, database rights, rights in computer software, trade and service marks (both registered and unregistered) and any other intellectual property right or sui generis rights, together with all rights to the grant of and applications for the same and the right to issue proceedings for passing off, and including all similar or analogous rights throughout the world and all future rights of such nature; Learner an individual who is registered with TCW to undertake learning;

Learner Data personal data relating to a Learner who can be identified from that data including Sensitive Learner Data;

Minimum Spend Threshold the minimum spend threshold set out in the charges list as published periodically by TCW;

Qualification: a TCW programme of study for which TCW has approved the Centre;

Qualification Approval: the approval conferred by TCW to confirm that the Centre has met the standard required by TCW for the delivery of a Qualification or group of related Qualifications including the conduct of examinations and/or assessment of practical competences;

Sensitive Learner Data: data about a Learner's racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health or condition or sexual life, or details of any offences alleged or committed.

THE AGREEMENT

The agreement between TCW and the Centre consists of

- The centre application;
- The Centre Manual (which includes the General Terms);
- The policies, procedures and regulations (including, for the avoidance of doubt Our Quality Assurance Requirements); and
- The relevant qualification approval(s) and qualification handbook(s).

If there is any conflict between the General Terms, the Centre Manual or any policies, procedures and regulations of TCW, the conflict shall be resolved in accordance with the order of precedence. Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). Words in the singular shall include the plural and vice versa.

The agreement between TCW and the Centre shall start on the Approval Date and shall continue in force until TCW or the Centre terminates the agreement in accordance with these General Terms.

Annual renewal will take place automatically unless terms are not satisfied or approval is withdrawn by the TCW or the centre wishes to withdraw.

Obligations of the Centre: The Centre shall:

- comply at all times with standard policies, procedures and regulations published/adopted by TCW relating to the Centre Approval and Qualification Approval from time to time updated and notified to the Centre including:

(1) this Centre Manual;

(2) the General Regulations on the Conduct of TCW Qualifications;

(3) the codes of practice of any relevant regulatory authority;

(4) the Managing cases of suspected malpractice in examinations and assessments document; and

(5) any other documentation specifying procedures and regulations which may be specific to a particular Qualification;

- upon reasonable request, provide to TCW, its Group Companies, and relevant regulators in a timely manner and at no charge:

(1) any information and data, including Learner Data (including telephone numbers and email address) that TCW asks for in order to check that the Centre has complied or is complying with its obligations; and

(2) access to the Centre's premises;

- immediately disclose in writing to TCW any conflict of interest which arises or may arise between its status as an approved Centre of TCW and any other activities it may undertake;

- take all reasonable steps to identify and minimise the risk of an occurrence of any incident of malpractice and inform TCW within 10 working days' of becoming aware of the incident;

- remain at all times responsible to TCW for any malpractice involving Centre staff and/or Learners;

- comply at all times with all relevant legislation and directives relevant to its obligations under this agreement;

- Implement the provisions of any action plan within the timescales set out therein;

- not hold itself out as in anyway legally entitled to bind TCW or enter into any contractual obligation on behalf of TCW;

- not sub-contract to any third party all or any part of its obligations under this agreement except as authorised in writing by TCW and, in relation to any sub-contract, remain liable at all times to TCW for the acts, errors, or omissions of any such sub-contractor;

- not offer, accept or receive or agree to give any person or agree to accept or receive from any person any gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to the activities of the Centre as an approved Centre of TCW;

- not offer or promote any TCW qualifications for which it has not received Qualification Approval;

- not offer the Qualifications at any location other than the Centre without the prior written approval of TCW;

- not operate or sub-contract the delivery or assessment of Qualifications without the prior written consent of TCW, or offer assessment for any TCW Qualification.

The Centre hereby warrants and undertakes to TCW that:

- it is free to enter into this agreement and is not bound by, and not aware of, any circumstances which would prevent the Centre from complying with the terms of Centre Approval or Qualification Approval;

- all information supplied by the Centre for the purposes of Centre Approval and Qualification Approval is genuine and correct;

- it is in compliance, and shall remain in compliance, with all laws relevant to its status as an approved Centre of TCW in the United Kingdom; and

- it shall perform its obligations under this agreement with due care, skill and diligence and ensure its personnel shall have the necessary professional capabilities, qualifications, experience, skills and expertise.

The Centre will make good any loss (including loss of reputation) which TCW incurs as a result of any action, failure to act, or negligence on the part of the Centre or its employees, sub-contractors or agents.

Obligations of the TCW

TCW shall use its reasonable endeavours to:

- deal with the Centre in accordance with the Customer Service Statement and the Centre Manual; and
- provide reasonable guidance and support to the Centre on the delivery of Qualifications including the administrative, assessment and quality assurance requirements necessary to ensure compliance with the criteria for Centre Approval or Qualification Approval.

If TCW's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Centre, its Satellites, employees, sub-contractors or agents, or any other event beyond the reasonable control of TCW, then TCW shall not be liable for any costs, charges or losses incurred by the Centre that arise directly or indirectly from such prevention or delay.

Fees

TCW reserves the right to review the Fees and shall inform the Centre in writing of any changes.

The Centre shall pay any Approval Fees on a non-refundable basis as part of Centre Approval and any Qualification Approval and in advance of any visit arrangements being made or approval being granted.

The Centre shall pay all other Fees (except the Approval Fees) within 28 days of the date of invoice by cheque, BACS, credit or debit cards.

Any and all expenses, costs, and charges incurred by the Centre in the performance of its obligations under this agreement shall be paid by the Centre unless TCW has expressly agreed beforehand in writing to pay such expenses, costs and charges.

The Fees and any other payments due to TCW exclude any applicable VAT or other applicable sales tax which if applicable TCW shall add to its invoices at the appropriate rate.

If the Centre fails to make any payment due to TCW under this agreement by the due date for payment, TCW reserves the right to:

- charge interest on the overdue amount at the rate of 4% per annum above the base rate of the Bank of England. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment;
- withhold the issue of examination papers and certificates;
- suspend processing of registrations, results and certificates; and
- serve notice of termination of the Centre Approval and, if so, for the period from the notice to the date of termination, TCW shall suspend the Centre's right to register new candidates and shall charge the Centre at its standard rates for any services provided to the Centre in relation to those Learners registered with the Centre as at the date of the notice of termination.

The Centre acknowledges that if TCW exercises its rights, TCW shall have no liability for any loss (whether direct or indirect) incurred by the Centre arising therefrom.

After the end of each Financial Year, TCW shall calculate the total Fees paid by the Centre during that Financial Year and, where the total Fees are below the Minimum Spend Threshold TCW reserves the right to charge the Centre for the amount by which the total Fees for that Financial Year falls below the Minimum Spend Threshold for that Financial Year. The current minimum spend is £500 annual fee excluding the annual approval fee.

Intellectual Property Rights

The Intellectual Property Rights in and to the Qualifications, Assessment Materials, TCW Materials, and any other materials provided to the Centre by or on behalf of TCW shall at all times (as between the parties) remain the intellectual property of TCW.

If the Centre wishes to use the TCW Approved Centre logo (“Trade Mark”) in the United Kingdom, it shall:

- obtain the Trade Mark from TCW only and from no other source; and
- agree to the terms and conditions of use of the Trade Mark as notified by TCW; and until it has complied with this the Centre shall make no use of the Trade Mark.

The Centre shall not use any other form of the Trade Mark (or any other trade name, trade mark, and/ or logo of TCW) without prior written consent of TCW.

Use of TCW Materials and Assessment Materials: TCW hereby grants to the Centre a non-exclusive, non-transferable licence to use the Assessment Materials and the TCW Materials in accordance with this clause, provided that the Centre shall:

- not sell, or otherwise charge for the use of, the TCW Materials or Assessment Materials;
- not alter the TCW Material or Assessment Materials, or use them in a derogatory manner or a misleading context;
- not use the TCW Materials or Assessment Materials for any purpose other than as set out in this clause without the prior written consent of TCW;
- make the TCW Materials (but not the Assessment Materials) available in pdf format on an intranet provided that the intranet is only accessible only to the Centre's staff and Learners;
- update the TCW Materials and/or Assessment Materials as soon as reasonably possible after notification from TCW of a new edition of the relevant TCW Materials and/or Assessment Materials; and
- ensure that its employees, agents and contractors are aware of and comply with the terms on which the TCW Materials and Assessment Materials may be used.

TCW may terminate the licence to use the TCW Materials and/or Assessment Materials on reasonable written notice to the Centre.

The Centre may make reasonable copies of the TCW Materials for its Learners provided that it includes the following copyright notice on any such copies: “Copyright © The Training Centre of Wellbeing Ltd [date as given in the document concerned].

Data Protection

In relation to any Learner Data, the Centre must:

- comply with its obligations under the Data Protection Act including the Data Protection Principles;
- inform its Learners in writing of the Learner Data that it collects and the purposes for which it is collected (which shall include as a minimum the transfer of the Learner Data for the purposes set out in Our Quality Assurance Requirements);
- obtain the prior written consent of each Learner to the transfer of his/her Learner Data to TCW for the purposes of quality assurance, confirming assessment results, awarding certificates and informing its regulatory and other relevant industry bodies;
- ensure adequate technical and organisational security measures are in place to prevent unauthorised access to or loss and/or destruction of the Learner Data and, at the request of TCW, provide to TCW all necessary information to verify the existence and extent of all such security measures.

If the Centre receives any complaint, notice, or communication which relates directly or indirectly to the processing of Learner Data by TCW or to the Centre’s compliance with the Data Protection Act including the Data Protection Principles, the Centre shall immediately notify TCW in writing and provide TCW with full co-operation and assistance in relation to investigating any such complaint, notice, or communication.

The Centre shall indemnify TCW for any loss TCW suffers as a result of the Centre’s failure to comply with Data Protection Act including the Data Protection Principles.

Confidentiality

TCW and the Centre shall each:

- keep the Confidential Information of the other party confidential;
- use the Confidential Information of the other party only as strictly necessary to perform its obligations under this agreement;
- not disclose (without the other party’s prior written consent) any Confidential Information of the other party except:
 - (1) to its employees, sub-contractors, or professional advisers who need to know such information; or
 - (2) as may be required by law, court order or any governmental or regulatory authority; and
- ensure that its employees, sub-contractors, and professional advisers to whom it discloses the other party’s Confidential Information comply with obligations of confidentiality equivalent to those set out in this clause.

Upon termination of this agreement (and therefore Centre Approval) for whatever reason the Centre shall:

- (1) return to TCW all Confidential Information, reports, papers (including photocopies) and other property or any media belonging to TCW which is in its possession or under its control; and
- (2) not retain any copies of any of the information to be returned to TCW.

Limitation of Liability

Nothing in this agreement limits or excludes the liability of TCW for:

- (1) death or personal injury;
- (2) fraud or fraudulent misrepresentation; or
- (3) any other liability for which liability may not by law be limited or excluded. TCW shall not be liable to the Centre for:
 - (1) loss of profits, business, anticipated savings, goods, or contract;
 - (2) depletion of goodwill and/or similar losses;
 - (3) loss or corruption of data or information; or
 - (4) any special, indirect or consequential loss, costs, damages, charges or expenses.

The total liability of TCW to the Centre for any losses, damages, costs, claims, or expenses of any kind arising out of or in connection with this agreement shall not exceed 125% of the Fees paid to TCW in the 12 months immediately preceding the date on which liability arose.

Suspension

TCW may serve written notice to the Centre, at its sole discretion, to suspend Centre Approval and/or any Qualification Approval in relation to the Centre itself for a period of time that TCW deems appropriate in circumstances set out in Our Quality Assurance Requirements, or if the Centre:

- is in breach of any of the terms of this agreement;
- is subject to any findings of irregularities or malpractice in any of its activities as a Centre;
- is subject to any allegations relating to irregularities or malpractice in any of its activities as a Centre;
- is subject to an investigation by TCW into a serious complaint or material breach of any of the terms of this agreement;
- has failed to remedy any actions or sanctions issued by TCW relating to Centre Approval or Qualification Approval within the prescribed time; or
- fails to pay any charges when due, except where the charges are subject to a bona fide dispute.

Upon suspension of Centre Approval or Qualifications Approval, TCW may:

- withhold the issue of or access to Assessment Materials and Learner certificates; and/or

- suspend processing of Learner registrations and Learner results; and the Centre acknowledges that if TCW exercises its rights under this clause, TCW shall have no liability for any loss (whether direct or indirect) incurred by the Centre arising therefrom.

Termination

Either TCW or the Centre may terminate this agreement (and therefore Centre Approval) for any reason by providing three (3) months' written notice to the other party.

TCW may terminate this agreement (and therefore Centre Approval) immediately on written notice if the Centre:

- is in material or persistent breach of any of the terms of this agreement (including the policies, procedures or regulations of TCW notified to the Centre) and, if capable of remedy, has failed to remedy the breach within thirty (30) days of receiving a notice requiring it to do so, or a reasonable shorter period specified in the notice;
- has failed to implement an action plan imposed by TCW within agreed timescales;
- has serious deficiencies in the assessment process;
- in the reasonable opinion of TCW, can no longer assure the appropriate level of quality of assessment provision;
- ceases or threatens to cease to trade; or becomes bankrupt or makes any arrangement or composition with its creditors; or goes into liquidation; or has a receiver or manager appointed over its business or any of the property or assets of the business;
- undergoes a change of control;
- its employees, management or contractors commit or have committed any act of dishonesty or engages or has engaged in any misconduct which in the reasonable opinion of TCW brings or has brought TCW into disrepute;
- has been subject to suspension of any Qualification Approvals for more than three (3) months;
- has not registered any Learners with TCW for more than two years; or
- is subject to any equivalent sanction placed on it by another awarding organisation.

TCW may terminate any Qualification Approvals by providing three (3) months' written notice to the Centre or immediately on written notice for any reason set out. Except in relation to the Qualification Approvals that are subject to the termination notice, this agreement shall remain in full force and effect.

Effects of Termination

Upon termination of this agreement (and therefore Centre Approval) for whatever reason the Centre shall:

- provide to TCW as soon as reasonably practical all information it reasonably requires (including names, addresses and contact details for Learners such as email addresses and telephone numbers) as requested by TCW); and

- deliver to TCW, within fourteen (14) days' of the request, the Centre Approval certificate and any databases, records and materials created, compiled and/or obtained by the Centre in connection with this agreement;
- pay to TCW all money due and outstanding to TCW under this agreement;
- comply with any requests by TCW that have the purpose of enabling Learners to complete the course that they have started; and
- cease to use the Trade Mark, name, or any other logo of TCW.

Any withdrawal or suspension of Qualification Approval and/or Centre Approval or termination of this agreement will also equate to withdrawal, suspension or termination of any branches unless otherwise agreed by TCW in writing.

Termination of this agreement (and therefore Centre Approval) for whatever reason shall be without prejudice to the accrued rights, remedies and obligations of either TCW or the Centre.

Force Majeure

Neither party shall be liable to the other party for any delay or non-performance of its obligations under this agreement to the extent that its performance is interrupted or prevented by anything beyond its reasonable control. Such delay or failure shall not be a breach of this agreement and the time for performance shall be extended by a period equivalent to that during which performance is so interrupted or prevented.

If such delay or failure persist for sixty (60) days or such shorter period as is reasonable in the circumstances the party not affected may, at its option and if it is reasonable for it to do so, terminate this agreement by giving fourteen (14) days' written notice to the other party.

Notices

Any notices required to be given under this agreement, shall be sent either:

- by first class post, which shall be deemed to be received the next working day; or
- by electronic mail, which shall be deemed to be received upon actual transmission, provided that the sender does not receive any indication that the electronic mail message has not been successfully transmitted to and received by the intended recipient.

If deemed receipt is not within business hours (meaning 09.00 to 17.00 Monday to Friday on a day that is not a public holiday in the place of receipt), the notice is deemed to have been received when business next starts in the place of receipt.

Amendments

TCW may on (thirty) 30 days' written notice to the Centre amend this agreement (including for the avoidance of doubt, the Centre Manual) and the amendments shall become final and binding on the parties unless, during that 30- day notice period, the Centre objects to the proposed amendments and services, written notice on TCW to terminate the agreement.

General

This agreement represents the entire agreement between TCW and the Centre in relation to provision of the status of approved Centre of TCW and supersedes and invalidates all prior oral and written communications, understandings, representations or warranties (except those made

fraudulently) and TCW and the Centre warrant to each other that it has not relied on any such communications, understandings, representations or warranties in entering into this agreement.

If any provision of this agreement is found to be invalid, illegal or unenforceable, it shall apply with the minimum modification necessary to make it legal, valid or enforceable and the remainder of this agreement shall not be affected.

Nothing in this agreement shall be construed as establishing or implying any partnership, joint venture, or any relationship of employment or of principal and agent, between TCW or the Centre. The Centre shall not be entitled to assign or otherwise transfer or dispose of this agreement or any of its rights, benefits or obligations under it (including its status as a TCW approved centre) in whole or in part without the prior written consent of TCW.

TCW shall be entitled to assign or otherwise transfer or dispose of this agreement or any of its rights, benefits or obligations under it in whole or in part to any of its Group Companies. No failure or delay by either TCW or the Centre to exercise any power or right under this agreement shall operate as a waiver of it, nor shall any single or partial exercise of such rights or powers preclude any other or further exercise of the right or power. Any of the rights or remedies of TCW or the Centre under this agreement may at any time be enforced separately or concurrently with any other rights and remedies whether under this agreement or arising by operation of law with the effect that the rights and remedies are cumulative and not exclusive of each other. A person who is not a party to this agreement shall have no rights to enforce any of its terms.

This agreement is governed by the Law of England and Wales and the nonexclusive jurisdiction of the Courts of England and Wales provided that TCW shall have the exclusive right to waive this provision and to take action against a Centre in any jurisdiction.

Centre Roles & Responsibilities

The following section details the expected responsibilities of key centre staff involved in the delivery, administration and quality assurance of TCW qualifications. Please note: all centres must inform TCW who the head of centre is. The head of centre is the person responsible for ensuring that the overall management of the centre services and reputation are of a high standard. The head of centre must have a secure email address to which correspondence can be sent. The head of centre is

- the head of a school; or
- the principal of a college; or
- the chief officer of an institution which is approved by TCW (including employers).

Centre Quality Contact Role: The centre quality contact is the person responsible for ensuring that the management, administrative and quality assurance systems for all TCW qualifications are properly maintained throughout the centre. They must have an appropriate background in assessment management, administration and quality assurance Responsibilities: The centre quality contact will need to:

- possess the necessary authority and time to ensure that management, administrative, assessment and internal quality assurance/qualification co-ordination procedures are implemented correctly and consistently across the centre as a whole

- have regular contact with the TCW
- liaise closely with other staff members to obtain, and provide TCW with detailed information on the overall operation of the centre
- co-ordinate visit arrangements for the TCW qualification approval,
- oversee the management of complaints and appeals, and provide data and information to the TCW as necessary.

In addition, the centre quality contact is responsible for ensuring that:

- registrations/entries are made to TCW in accordance with specified procedures in the TCW Manual

Centre Quality Contact

- registrations/entries have been received from TCW and learner enrolment numbers are checked
- TCW invoices are paid within agreed payment terms
- only suitable staff are used in the delivery, and internal quality assurance processes, in accordance with specified vocational experience/qualification requirements
- staff involved in training, and internal quality assurance have access to and regularly participate in activities designed to promote continuous improvement
- any action plans are disseminated to appropriate tutors
- any action plans agreed between the TCW and the centre are met within the appropriate timescale
- learners are clearly and uniquely identified for all qualifications, and that the proof of learners' identities is obtained via photographic evidence.
- all those involved are notified of assessment dates well in advance
- security arrangements for written papers, coursework assessments, project and practical work are in accordance with the course requirements
- learners' projects and prepared practical work are forwarded to TCW on time (where applicable)
- appropriate records, results or other evidence of achievement are released to other centres or learners (as applicable) in cases where learners transfer to other centres
- certificates received from TCW are securely stored prior to issue to learners
- results, certificates, medals or prizes are properly issued to learners at the centre
- all general correspondence between TCW and the centre is disseminated promptly to all relevant people within the centre (the centre contact acting as the point of contact for such correspondence).

Centre Quality Contact

- are prepared for their role, supported and allowed sufficient time

Complaints & Appeals

Complaints, appeals and infringement of rules TCW aims to establish and maintain excellent working relationships with centres and learners and ensure that customers get the best possible service. However, there are a number of possible situations where disputes may arise that may involve a TCW decision.

Centre complaints procedure

Centres are required, as a condition of approval, to agree and operate a complaints procedure, which learners, assessors/tutors and employers can use in the event that they wish to challenge an appropriate aspect of the centre's operation. Centres have a responsibility to inform learners of their complaints policy. The TCW will request to see evidence of the centre complaints procedure as part of their quality assurance monitoring. Many centres will adopt existing complaints mechanisms, but for others the establishment of a formal complaints procedure will be a new exercise. The complaints procedure will:

- identify the person with whom the complaint is lodged
- state the form in which the complaint is made
- incorporate a complaints panel (or its equivalent) which is objective and independent
- make clear the times within which complaints may be lodged and must be decided. If a centre fails to operate a documented complaints procedure this will result in an increase in their Qualification Approval Risk Status.

SUMMARY OF FEES

_Centre Approval fee (renewable annually) – including 1 visit £299

Additional visits if required £199

Course Approval Fees (renewable annually) – Equivalent to 1 x the course fee

Student Assessment fees and certification £50 pp

Student Manuals £7.50 - £15 per manual dependant on the course.