

The Otago Exercise Programme Leaders Award TERMS AND CONDITIONS FOR COURSE HOSTS BLENDED LEARNING FORMAT

Later Life Training Ltd reserve the right to change and re-issue these Terms and Conditions at any time.

Date of Issue of these Terms and Conditions – April 2024

Abbreviations	
HA = Host Administrator	Host candidates = candidates recruited and paid for by the HA
LLT = Later Life Training	Individual candidates = candidates recruited by LLT.

Accompanying Documents to be read with these Terms and Conditions:

- "Venue Details Form"
- "Candidate Terms & Conditions"
- "OEP Eligibility for training and key considerations for implementation" flowchart
- "Guidance for remote/video assessment"

Course Dates and Candidates:

A 'course' is defined as a learning journey and training package of blended learning approaches comprising online learning tasks (monitored and supported by LLT tutors), self directed learning hours and LLT led face to face training dates. Individual candidates **must** complete **all** online tasks (these form part of summative assessment) and **must** attend **all** face-to-face training days.

A course has deemed to have commenced once the candidate has been enrolled onto the online training portal. Hard copy resources will be posted at the time of online enrolment in order that online learning and self-directed learning can be completed.

- Before any course arrangements can commence, LLT must receive a completed Course Booking Form and Deposit to secure the booking of a course. On receipt of a completed Course Booking Form and Deposit, LLT will then commence course arrangements including the setting of course dates for face to face elements of the training days. The number of host candidates specified by the HA on the course booking form at the time of booking the course, will be the number paid for by the HA, irrespective of the number who actually attend the course. Candidates can be substituted up to 2 weeks prior to face to face training days by the HA to ensure all course places are used (please refer to point 17).
- 2. The dates for a course are negotiated between the HA and LLT. Please note that any dates discussed between the HA and LLT will only be provisional and will remain so until LLT receive a completed Venue Details Form (please see point 9 below). This form must be received at least four weeks before course commencement. If this form is not received by this time, LLT reserve the right to cancel all provisional dates. Once confirmed in writing these dates will not change without the agreement of both parties and only for exceptional reasons. However, LLT reserve the right to postpone or cancel course dates if the HA cannot fill their "booked" places and course numbers are below the minimum required (see point 3 below).
- 3. A minimum of 8 bookings are required to run a course, with a maximum of 16. The minimum number of bookings may be negotiable between the HA and LLT, but should be discussed at time of booking. If the number of Host candidates being recruited by the HA is less than 16, LLT reserve the right to 'top' up the course with appropriate individual candidates recruited by LLT.
- 4. It is the responsibility of the *HA* to inform all host candidates of all course dates, times and venue details at the point of recruitment, and to ensure candidates are aware of the commitment requirements for **full attendance** of the course and completion of online tasks prior to attendance of face to face training. The HA may wish to stipulate

their own deadlines for completion of assessed elements (see point 26). **Candidates will not be permitted to attend face-to-face training unless online learning is completed**. The *HA* must ensure that all *host candidates* are able to meet the requirements of the blended learning approach with regard to access to suitable Internet connections and software requirements (please refer to point 13).

5. The *HA* is responsible for issuing all *host candidates* with *LLT's* candidate Terms & Conditions, at the time of recruitment. A minimum of 8 hours will be required to carry out online work, which includes reading manuals, watching PPTs and completing online tasks.

Facilities and Equipment:

- 6. The *HA* is responsible for **the arrangement and payment** of the course venue and the provision of adequate venue equipment and facilities. All venue rooms **must** meet the minimum size requirements as outlined in the Venue Details Form, regardless of the number of Host candidates the *HA* is putting on the course, to allow for maximum course numbers. Room sizes may be negotiable between the *HA* and *LLT* but **must** be discussed and clarified before course dates can be confirmed.
- 7. The HA is also responsible for the provision of **one pair of ankle weights for each** *Host candidate* for use on the Course. If the *HA* is not providing ankle weights for their Host candidates, they must ensure that candidates are aware they **must** provide their own set.
- 8. Any individual LLT recruited candidates will bring their own pair of ankle weights for use on the Course.
- 9. The HA must complete and return the Venue Details Form at least four weeks before the course commencement. Until this form is received by LLT and the venue cleared as suitable to host the course, course dates will remain provisional. If a completed Venue Details Form is not received by LLT by this time LLT reserve the right to cancel or reschedule dates as necessary.
- 10. Please note the venue rooms must be open from 8.15am to 5.45pm on all course days and the *HA*, or a representative, **must** be present on Day 1 to welcome *LLT* course tutors and delegates.

Candidate Eligibility and Booking:

- 11. The HA undertakes to check the eligibility of their own Host candidates and only to recruit those who are eligible (please refer to LLT's OEP Eligibility Flowchart). Please ensure that all Host Candidates are fully aware of the commitment required and that online tasks are involved. LLT will advise on the eligibility of Host candidates, if requested. All individual candidates recruited by LLT will have the necessary qualifications, experience, commitment and, if necessary, work support to enable them to take part in this course.
- 12. The *HA* undertakes to inform all *Host candidates* that they must check and confirm that they have appropriate insurance in order to implement the training they are undertaking. LLT strongly advise that candidates have a conversation with their potential/insurance provider ahead of booking the training course. For Individuals who do not hold the recommended prerequisite qualifications, insurance, and CIMSPA membership will be affected.
- 13. The HA is responsible for ensuring that all host candidates are able to meet the requirements of the blended learning approach with regard to access to suitable Internet connections and software requirements, in order to complete mandatory online tasks. The minimum browser version that can be used is: Google Chrome (30+), Mozilla Firefox (25+), Safari 6 and Microsoft Edge please note that we don't recommend using Internet Explorer. We also don't recommend completing online learning tasks on work PC's, as firewalls can be quite strict and you may find activities/functions don't work as expected.
- 14. *LLT* will offer support to candidates with individual learning needs and/or medical conditions. It is the candidate's responsibility to inform *LLT* of any individual needs on their booking form so that appropriate support, **within reason**, can be provided. For any learning needs, a professional report **must** be submitted with the booking form. If learning support is not requested at time of booking, *LLT* cannot guarantee that we will be able to provide this.
- 15. The HA is responsible for ensuring that all host candidates complete an online booking form at least **one** week before the course commences. Failure to supply this information for the 8 minimum candidates required to run a course, may result in course cancellation and loss of course payment. Insufficient notice of the HA candidate details **will** result in

late arrival of hard copy resources and online portal login details, which will delay the start of online work (refer to Item 16 below).

- 16. *LLT* will not send any further course correspondence, other than the hard copy resources and online portal login details, both of which are required for completion of online tasks. The course resources will be posted, and the portal login details emailed, to all host and individual candidates 4 weeks prior to day 1 of the face-to-face training date (subject to payment being received). Full course details can be found on the relevant course events page of the LLT Website, and we ask that the *HA* stress that all candidates read the information carefully before booking.
- 17. **Substitution** of *Host candidates* is permitted up to 2 weeks before the first face-to-face training day, provided the new learner is made aware of online task requirements to be completed. This is particularly important if the substitution occurs after the online work has commenced. Learners will not be permitted to attend face-to-face training days unless online tasks have been completed. It is the *HA* responsibility to ensure that a new "Booking Form" is completed and sent to *LLT* as soon as possible; the *HA* is also responsible for arranging any required reallocations of hard copy course resources. *LLT* will not provide new hard copy materials. Portal passwords MUST NOT be passed onto any other individual, *LLT* will re-issue. *LLT* cannot take responsibility for late arrival of course materials or portal login details to the new *Host candidate* if the substitution is within four weeks of the first face to face course day. Substitutions are not permitted if the individual candidate has logged into the portal, or within 2 weeks of the first face-to-face training day.

Fees, Cancellation, Deferral and Referral:

- 18. The full course comprises; online learning tasks, 3 face to face days including practical assessment, of which all course days **must** be attended by all candidates. Online tasks comprise a mix of narrated presentations, videos and quiz's/learning checks. LLT tutors will monitor and support completion of these tasks. Timelines for completion will be set and expected to be adhered to. **Please note that completion of all online tasks are a requirement and not optional**. Full completion of the OEP course will not be gained unless all guided learning hours, tasks and assessment elements are completed. To further support timely completion of the award there is an option to submit practical assessment recordings/videos via WeTransfer (to be discussed with host at time of booking). See also point 25 below.
- 19. The full course cost includes all administration, access to the Otago training portal (access will expire on course completion), Manuals, resources, course assessments and certification. They do not cover any travel, subsistence or accommodation costs for *Host candidates*. All *HA* must inform LLT at time of booking, if their funder is part of a SHARED BUSINESS SERVICE and supply all Payable Code details.
- 20. The *HA* will ensure a **non-refundable deposit**, of £300, is paid at the time of booking the course. *LLT* will be responsible for obtaining deposits, by Invoice, from all *individual candidates*.
- 21. *LLT* will issue an outstanding balance **invoice**, **minus paid deposit**, to the *HA* for the *Host candidates* booked onto the course. Final **outstanding balance** payments are to be received by *LLT* **at least two weeks** before the commencement of the course. We reserve the right to cancel the training if full payment is not received before the commencement of the course. If payment is not received by this time, *LLT* also reserve the right to withhold the course resources and portal login details for all *HA candidates*, both of which are required for the host candidates to complete the necessary online tasks.
- 22. Cancellation by the HA of a booked course will incur a cost, which will be on a sliding scale. Cancellation with more than 2 months notice from course start date will incur an administration charge of £150. Cancellation with between 1 month and 2 months notice from course start date will incur an administration charge of £500. Cancellation with between 2 weeks and 1-month notice from course start date will incur an administration charge of £1000. Cancellation with less than 2 weeks notice from course start date will result in the full course fees being paid. Cancellation for medical reasons by a Host candidate will be accepted only with a signed MED 3 Certificate and a transfer allowed, less an administration charge of £100. Medical certificates must be received by the LLT Office before the course starts. Backdated Medical Certificates, letters or notes that do not confirm that the named person was examined will not be accepted. Cancellation after course commencement (online enrolment) will result in the full course fee being paid. We strongly advise HA asks all host candidates to complete a Service Level Agreement at the time of funding being provided, as all cancellation fees will be adhered to.
- 23. **Force Majeure** Neither Party shall be liable for any breach of this Agreement resulting from that Party being prevented, hindered or delayed from observing or performing its obligations hereunder by an act beyond its

reasonable control. The Party affected will as soon as reasonably possible give notice to the other Party of the occurrence of such event. Where a Force Majeure event prevents the running of a course, the Parties agree to delay the course until circumstances permit.

- 24. **Deferral during the course** once a course has commenced, if candidates wish to defer the remainder of the course there will be an administration charge of £200, irrespective of reason. If however candidates wish to defer just the course assessments, costs are £25 for Practical Session Plan, £50 for Practical Teaching Session and £25 for a set of Worksheets. Late deferrals of all assessments with a Med 3 Certificate received by LLT and related to the assessment date, will incur an administration charge of £50 only and the assessment can be taken on a future course. No refunds will be given if course assessments are not taken. An invoice for late deferral costs will be sent to the *Individual* or their *Funder*, as appropriate, as soon as course and dates are agreed, and must be paid **before** the assessment dates. Non-attendance at the arranged re-assessment will still be charged, unless for medical reasons which will be subject to the same Med 3 Certificate requirements as covered in item 22 above.
- 25. Assessment Referral A referral of any part of the assessment will result in a re-assessment, which cannot be retaken on the same day as the referral decision. The re-assessment costs are £25 for a referred Practical Session Plan (where the Practical teaching was passed), £50 for a referred Practical Teaching Session and £25 for a referred set of Worksheets. A maximum of three referrals on an assessment are permitted before having to re-take the course at full course cost. An invoice for referrals costs will be sent to the *Individual* or to their *Funder*, as appropriate, as soon as course and dates are agreed and must be paid before the re-assessment dates. Non-attendance at the arranged re-assessment will still be charged, unless for medical reasons which will be subject to the same Med 3 Certificate requirements as covered in item 22 above. To support timely re-sit, a remote/video submission for practical assessment may be offered and discussed. Details will be provided to candidates on request.
- 26. **Deferrals** and **Referrals** must be taken within **twelve** months of the **original** assessment date **however the HA may stipulate their own deadlines for course completion in line with project/service requirements**. Candidates requiring to re-sit practical assessment will be required to attend an assessment day of another course as scheduled by *LLT* on their existing course programme. These could be anywhere in the country and dates variable. In the event that the *HA* requests a dedicated re-assessment as organised by them at their workplace/venue, *LLT* will charge additional assessor expenses for travel and accommodation and assessor fees to be negotiated by *LLT* and the host. It is the candidate's responsibility to book their referral/deferral dates within this period. All course dates and venues can be found on the LLT website www.laterlifetraining.co.uk. If deferrals or referrals are not taken within twelve months of the original assessment date a **letter of attendance** will be issued. **This will affect valid insurance and CIMSPA points will not be valid.** Once an attendance letter is issued the individual cannot sit assessments at a future course without re-taking the full course at full course cost.
- 27. *LLT* will issue a **Certificate of Achievement** to successful candidates within **two** weeks course completion. *LLT* will issue a confirmation of attendance letter, within **two** weeks of the end of the course, to all candidates who attended at least 1 full face to face day of the course but did not wish to complete the assessments. Once an attendance letter is issued the individual cannot sit assessments at a future course without re-taking the full course at full course cost.