



## TEACH YOGA

### ***Duty of Care Policies and Assessments/Examinations Policies: Information for **Students*****

*Teach Yoga Ltd* are committed to providing the most nurturing and fair environment for learning as possible. The word “Yoga” embodies unity, understanding and collaboration – and we intend to work with our students in such a spirit.

In addition to the above, we have set out a number of policies and procedures which our staff comply with. Our general duty of care policies include an **Equality & Diversity Policy**, a **Safeguarding Adults at Risk Policy**, a **Safeguarding Childrens Policy**, and a **Malpractice & Maladministration Policy**. For assessments and examinations, we have a **Reasonable Adjustments Policy**, a **Special Considerations Policy**, and a **Plagiarism Policy**. In addition we have a **Data Protection Policy**; a **Refunds Policy**; a **Complaints Policy** and an **Appeals Policy**. All our policies are endorsed by the British Wheel of Yoga.

### **★ General Duty of Care ★**

#### **1. Equality & Diversity Policy**

We recognise that inequalities and discrimination exist in society, and that these may limit opportunities to participate equally and fully in the practice of yoga at all levels. At *Teach Yoga*, however, all students are treated fairly – in accordance with the law, and in reflection of the ethos and philosophy of Yoga.

We are required by law not to discriminate against anyone, not least our students. We at *Teach Yoga* recognise our legal obligations under the Equality Act 2010 and any later amendments to such legislation or subsequent equality related legislation, that may be relevant.

Of course, any form of **discrimination, harassment, victimisation or bullying** are unacceptable; and should any member of *Teach Yoga* staff be found to engage in such behaviour, they will be deemed as having committed an act of gross misconduct (and therefore subject to disciplinary action).

We recognise we have a duty to make **reasonable adjustments** for disabled persons. We therefore consider all requests for adjustments and where possible, and we endeavour to accommodate

reasonable requests. We work with disabled members, volunteers and employees to implement any adjustments that will enable them to participate more fully.

If you have any queries about the contents of this policy, please contact Amy Waring via E-mail ([amy@teachyoga.com](mailto:amy@teachyoga.com)).

## 2. Safeguarding Adults at Risk Policy<sup>1</sup>

An “Adult at Risk” is someone “who is, or may be, in need of community care services by reason of disability, age or illness; and is or may be unable to take care, or unable to protect him or herself against significant harm or exploitation”.

*Teach Yoga* is committed to engaging in practices which promote the welfare of Adults at Risk and safeguard them from harm. We will not tolerate any form of abuse wherever it occurs, or whoever is responsible. We are committed to promoting an atmosphere of inclusion, transparency and openness and are open to feedback from the people who use our services, carers, advocates, our staff, teachers and our volunteers with a view to how we may continuously improve our services/activities.

*Teach Yoga* will respond to any allegations of abuse within the organisation. Any related concerns will be reported to relevant statutory agencies; and carers and Adults at Risk will be appropriately involved. It is the responsibility of experts to determine whether or not abuse has taken place, but it is everyone’s responsibility to report any concerns.

If you suspect any abuse has taken place, please contact a member of staff, or *Teach Yoga’s* designated lead person, Matt Browne ([mattbrowne2008@gmail.com](mailto:mattbrowne2008@gmail.com)).

## 3. Safeguarding Children Policy

*Teach Yoga* is committed to ensuring the welfare and protection of any child who accesses our services; and we do not tolerate the abuse of children in any form.

More specifically, our key principles regarding safeguarding children are as follows:

- The welfare of the child is paramount.
- All participants regardless of age, gender, ability or disability, race, faith, language or sexual identity, have the right to protection from harm.
- All allegations, suspicions of harm and concerns will be taken seriously and responded to swiftly, fairly and appropriately.
- Everyone will work in partnership to promote the welfare, health and development of children.
- *Teach Yoga* operates according to the best practices established by the Disclosure and Barring Scheme (DBS).

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<sup>1</sup> (Further information on this subject may be found on the British Wheel of Yoga website: <http://www.bwy.org.uk/safeguarding-vulnerable-groups/>)

## 4. Malpractice & Maladministration Policy

The courses taught by *Teach Yoga* which are accredited by the British Wheel of Yoga (“BWY”), are subject to this Malpractice and Maladministration Policy. It has been designed both for students who might have allegations of malpractice and/or maladministration, and for *Teach Yoga’s* staff, so they know how to deal with malpractice and maladministration investigations.

We will review the policy annually as part of our annual self-evaluation arrangements and revise it as and when necessary in response to customer and learner feedback, changes in our practices, changes in legislation, or trends identified from previous allegations. In addition, this policy may be updated in light of operational feedback to ensure our arrangements for dealing with suspected cases of malpractice and maladministration remain effective. Our compliance with this policy will be reviewed by BWY periodically through our ongoing centre monitoring arrangements.

### Malpractice

Malpractice is essentially any activity or practice, which deliberately compromises the integrity of the internal or external assessment process and/or the validity of certificates. It covers any deliberate actions, neglect, default or other practice that compromises, or could compromise:

- the assessment process;
- the integrity of a qualification;
- the validity of a result or certificate;
- the reputation and credibility of *Teach Yoga* or BWY ; or
- the qualification or the wider qualifications community.

Malpractice may include a range of issues from the failure to maintain appropriate records or systems to the deliberate falsification of records in order to claim certificates. For the purpose of this policy this term also covers misconduct and forms of unnecessary discrimination or bias towards certain or groups of students.

The categories listed below are examples of malpractice. Please note that these examples are not exhaustive and are only intended as guidance:

- Denial of access to premises, records, information, students or staff to any authorised BWY representative.
- Deliberate misuse of BWY’s logo, brand, name and trade marks; or misrepresentation of *Teach Yoga’s* relationship with BWY and/or our approval status with BWY.
- Deliberate failure to continually adhere to *Teach Yoga’s* recognition and/or qualification approval requirements or actions assigned to *Teach Yoga*.
- Intentional withholding of information from BWY, which is critical to maintaining the rigour of quality assurance and standards of qualifications.
- Deliberate failure to carry out internal assessment, internal moderation or internal verification in accordance with BWY’s requirements.
- The unauthorised use of inappropriate materials / equipment in assessment settings (such as mobile telephones).
- A loss, theft of, or a breach of confidentiality in, any assessment materials.
- Insecure storage of assessment materials.
- Inappropriate circulation/distribution of assessment materials.

- Unauthorised amendment, copying or distributing of exam/assessment papers/materials.
- Inappropriate assistance/support to students by *Teach Yoga* staff (for example, unfairly helping them to pass a unit or qualification).
- Deliberate failure to adhere to, or to circumnavigate, the requirements of our Reasonable Adjustments and Special Considerations Policy.
- Plagiarism, cheating or copying by students or staff.
- Personation (ie. assuming the identity of another learner or having someone assume their identity during an assessment).
- Collusion or permitting collusion in exams/assessments.
- Deliberate contravention by students of the assessment arrangements BWY specifies for its qualifications.
- Fraudulent claim for certificates and/or deliberate submission of false information to gain a qualification or unit.
- False records.
- Deliberate failure to adhere to student registration and certification procedures.
- Deliberate failure to maintain appropriate auditable records (such as certification claims and/or forgery of evidence).
- Students still working towards a qualification after certification claims have been made.
- Selling certificates for cash.
- Selling papers/assessment details.
- Extortion.
- Fraud.
- Threatening or abusive behaviour that threatens the safety of staff and/or is intended to put undue influence on the outcomes of an assessment/award.

### **Maladministration**

Maladministration is essentially any activity or practice, which results in non-compliance with administrative regulations and requirements and includes the application of persistent mistakes or poor administration within a centre.

The categories listed below are examples of centre and student maladministration. Please note that these examples are not exhaustive and are only intended as guidance on our definition of malpractice:

- Persistent failure to adhere to student registration and certification procedures.
- Persistent failure to adhere to BWY's approved qualification requirements and/or associated actions assigned to the centre.
- Late student registrations (both infrequent and persistent).
- Unreasonable delays in responding to requests and/or communications from BWY.
- Inaccurate claim for certificates.
- Late student certification requests.
- Failure to maintain appropriate auditable records (such as certification claims and/or forgery of evidence).
- Withholding or the delaying of information, by deliberate act or omission, which is required to assure BWY of the centre's ability to deliver qualifications appropriately.
- Misuse of BWY logo and trademarks or misrepresentation of *Teach Yoga's* relationship with BWY and/or its recognition and approval status with BWY.

- Poor administration arrangements and/or records.
- Persistent mistakes in relation to BWY's delivery arrangements.
- Failure to adhere to, or to circumnavigate, the requirements of our Reasonable Adjustments and Special Considerations Policy.

### **Making an allegation of malpractice or maladministration**

Anybody who identifies or is made aware of suspected or actual cases of malpractice or maladministration at any time must immediately notify *Teach Yoga* and the BWY Operations Manager who will lead on investigating the matter. This notification should be in writing (and it may be communicated via E-mail), and it should enclose appropriate supporting evidence.

All allegations must include (where possible):

- *Teach Yoga Ltd's* address (11 Albert Road, Hendon, London NW4 2SH);
- Student's name and registration number;
- Details of any *Teach Yoga centre* staff members who are involved in the case;
- Details of the approved BWY course/qualification affected or nature of the service affected;
- Nature of the suspected or actual malpractice and associated dates;
- Details and outcome of any initial investigation carried out by the centre or anybody else involved in the case, including any mitigating circumstances.

In addition we ask that the person making the allegation declares any personal interest they may have in the matter to us at the outset.

### **Contact us**

If you have any queries about the contents of this policy, please E-mail [amy@teachyoga.com](mailto:amy@teachyoga.com) at *Teach Yoga* or [bwyopsmanager@gmail.com](mailto:bwyopsmanager@gmail.com) at BWY; and further guidance can also be obtained from the BWY AG liaison Officer [AGLO@bwy.org.uk](mailto:AGLO@bwy.org.uk).

## ★ Assessments & Examinations ★

### 5. Reasonable Adjustments Policy

You will of course be aware that the courses taught by *Teach Yoga* are accredited by the British Wheel of Yoga (“BWY”). BWY is fully committed to an unimpeded access to, and equal opportunities in, assessment. Accordingly, during the development process it will consider the needs of all potential students, including those with a range of impairments (which in the case of a teaching qualification, would not prevent them from discharging their teaching duties competently on qualifying). To this end, the BWY strives to make all its qualifications and associated assessment tasks accessible to all those students who are capable of demonstrating their competence, thereby also minimising any later need to make reasonable adjustments for them. However, if it is felt that, despite the accessibility of the qualifications, a student with a particular assessment requirement should be offered extra assistance, these needs will be accommodated. In such cases, the BWY will make, or allow *Teach Yoga* to make, reasonable adjustments for students with particular assessment requirements to ensure that they can access assessment and demonstrate attainment.

#### **Maintaining the Integrity of the Qualification**

Whilst BWY allow a range of reasonable adjustments to accommodate students’ special assessment requirements and make every effort to accommodate individual requests, BWY does not authorise adjustments which would prevent Learners on any BWY approved accredited group qualification from functioning effectively or qualifying. Equally reasonable adjustments that could be seen to provide an unfair advantage will not be granted. The qualifications approved by the BWY are competence-based, and students will therefore be assessed on their ability to meet all the specified assessment criteria in order to attain the awards towards which they are working. This means that the reasonable adjustments allowed by BWY and its accredited groups will not invalidate the assessment requirements set out in the specifications for the qualifications.

#### **Review arrangements**

We, at *Teach Yoga* review this policy annually as part of our self-evaluation arrangements; and we revise it as and when necessary in response to student feedback, changes in our practices, actions from the regulatory authorities or external agencies, and any changes in legislation.

#### **General Principles Underpinning Reasonable Adjustments**

- Reasonable Adjustments are made to an assessment for a qualification to enable a disabled student to demonstrate his or her knowledge, skills and understanding of the levels of attainment requirement by the specification for that qualification.
- Reasonable adjustments are available for students with a range of difficulties. These may include the following: speech impairment; a physical impairment; a visual impairment; a hearing impairment; or learning disabilities.
- Evidence of the requirement for a reasonable adjustment may be required.
- The student’s individual needs will determine the nature of the adjustment decision.
- Reasonable adjustments must not give the student an unfair advantage over other students.

- Reasonable adjustments must not compromise the quality, integrity and validity of the qualification.
- It is *Teach Yoga's* responsibility to provide adjustments to Accredited Group-devised assessment material/resource or reference materials.
- In cases where *Teach Yoga* modifies material into alternative formats, we are responsible for the security of the material and for the accuracy of the modifications. The student may, however, be marked down for any errors in his/her work which occur as a result of errors in the material.
- There are no circumstances when the health and safety of a student should be compromised in the name of assessment. Assumptions should not be made about a disability posing a health and safety risk, but the health and safety of all students and others must always be of paramount importance.
- The student has a responsibility to raise issues related to reasonable adjustments before a course commences or as soon in the course as the need for such adjustments are identified.
- *Teach Yoga* will always endeavour to ensure that initial assessment and pre-course information encourages students to identify any known difficulties that may fall within the scope of this policy.
- *Teach Yoga* will take responsibility for any costs incurred by implementing reasonable adjustments to accommodate the needs of students to complete practical or written assessments. Costs will not be passed to the Learner.
- BWY and *Teach Yoga* are only required by law to do what is "reasonable" in terms of providing adjustments. What is reasonable will depend upon the individual circumstances, the cost implications and the practicality and effectiveness of the adjustment.
- Failure to comply with the regulations outlined in this policy document may lead to a student's results being invalidated and certification withheld.

### **Applying for Reasonable Adjustments**

Requests made by students to *Teach Yoga* should be submitted no later than four weeks before the assessment takes place; and *Teach Yoga* will aim to respond within 3 working days of receipt.

Any supporting documentary evidence submitted concerning proof of a student's disability must be valid, sufficient and reliable. *Teach Yoga* need not provide further evidence in cases where the evidence of the disability or difficulty and its implications are already clear (for example, if a student has profound physical or sensory impairments).

If necessary, external experts may be called upon to assess the student.

### **Appeals**

In cases where *Teach Yoga* declines a student's request for reasonable adjustments, students may appeal against the decision via *Teach Yoga's* Appeals Policy.

### **Further Information**

If you wish to be provided with further information on this matter, please don't hesitate to ask any member of *Teach Yoga* staff.

## 6. Special Considerations Policy

BWY and/or *Teach Yoga* is prepared to give special consideration to students who have suffered temporary illness, injury or indisposition at the time of assessment and either:

- Were prevented from attending an assessment session or completing an assessment task by the specified date; or
- Attended the assessment but believe that circumstances beyond their control, such as a sudden indisposition, affected their assessment performance adversely.

Specific circumstances where students foresee that they will not be able to meet assessment dates or criteria, will also be considered on a case-by-case basis. This will depend on the provision of appropriate evidence and/or a rationale.

Special Considerations differ from Reasonable Adjustments in that they relate to unforeseen circumstances which result in a temporary indisposition and which have had, or are likely to have had, a material effect on that student's ability to take an assessment or demonstrate his or her level of attainment in an assessment. By contrast, reasonable adjustments cater for longer-term impairments and disabilities which manifest themselves well in advance of assessment and can, therefore, be accommodated with some preparation.

### Eligibility for Special Considerations

The following are the conditions for a student's eligibility for special considerations:

- A sudden injury or a sudden onset of an illness/indisposition (for which a doctor's/hospital note must be provided);
- An unplanned hospital admission (for which a doctor's/hospital note must be provided);
- A sudden bereavement of a family member or a close friend (for which a student's note will suffice);
- A loss of written assessment evidence as a result of fire, flood or theft (in the last case, a police crime number should be provided; and for the remaining two, a student's note will suffice);
- A domestic emergency, such as flooding, fire or serious structural damage, such as that caused by a severe storm (for which a student's note will suffice);
- Other circumstances beyond the student's control (such as severe weather; unscheduled work or other commitments; severe disruption to domestic arrangements; trauma caused by family breakdown; etc.) Work commitments will require a note from the student's line manager, while for other circumstances, a student's note will suffice.

BWY and/or *Teach Yoga* will review the circumstances and evidence surrounding each request for special consideration to ensure that the decision made maintains the equity, validity and reliability of the assessment for the Learner and does not give that Learner an unfair advantage.

A student will not be eligible for special consideration if:

- No evidence is supplied that the Learner has been affected by a particular condition or circumstance;
- Any part of an assessment is missed due to personal arrangements including holidays or unauthorised absences; or



- Preparation for a component is affected by difficulties during the course (such as disturbances through building work, lack of proper facilities, changes in or shortages or staff, or industrial disputes).

### **Procedure for Applying for Special Considerations**

The BWY and/or *Teach Yoga* requires that all applications for special considerations for students should be submitted by their assessors to Joe Ross ([jericho4@gmail.com](mailto:jericho4@gmail.com)). The application will describe in detail the circumstances which affected the student at the time of assessment and should be accompanied by the required supporting documentation.

An application for a special consideration should be submitted within five working days of the deadline for submitting written work having elapsed or of the assessment session having taken place.

If the application is granted, BWY and/or *Teach Yoga* will allow:

- A practical assessment to be re-taken;
- Deferment of submission date for specific assignment(s); or
- Another course of action that may be appropriate to the individual circumstance.

Special considerations are considered on a case-by-case basis. It is not normal practise to accept an extension of final assessment date beyond six months, and repeated applications are also not commonly accepted. (Students would usually be expected to complete their Diploma within three years and a Certificate within two years.) Apart from in exceptional circumstances, a student can only apply for special considerations up to three times in a course. In these instances deferral or transferral on to another course may be considered a better option for the student. However, all such considerations will be discussed between *Teach Yoga* and student throughout the application process.

## **7. Plagiarism Policy**

Please be aware that *Teach Yoga* and BWY take plagiarism very seriously.

Plagiarism essentially involves taking someone else's intellectual effort and presenting it as one's own. Most plagiarism refers to copying texts from books, the internet or the work of other candidates and submitting this as original work.

If you are in any doubt on the subject of plagiarism, please consult one of the *Teach Yoga* tutors.

## ★ Data Protection ★

*Teach Yoga* abides by the Data Protection Act 1998. In other words, we endeavour to ensure your personal data is used fairly and lawfully; used for limited, specifically stated purposes; used in a way that is adequate, relevant and not excessive; accurate; kept for no longer than is absolutely necessary; handled according to your data protection rights; kept safe and secure; and not transferred outside the European Economic Area without adequate protection.

### 8. Data Protection Policy

#### Records of Your Personal Data

*Teach Yoga* shall retain your name; address; date of birth; sex; and any other personal information which you have entered on your initial application form. In order to help with your learning and general welfare, we may also retain information such as any health related issues or injuries which you have which affect your yoga practice; and your grades and progress during your training.

We shall keep your personal data confidential, unless its disclosure is required by law and/or the police.

#### Your Rights

You have the right to find out what data we store about you. You may write to us and request a copy of the information we hold about you; and we are legally required to provide you with a copy of the information accordingly.

We may withhold information when to do so will facilitate the prevention, detection or investigation of a crime; assist national security or the armed forces; help the assessment or collection or collection of tax; or assist judicial or ministerial appointments.

#### Data Protection Complaints Procedure

If you believe we have misused your data, or if the data we hold about you has not been held secure, please let us know immediately, via Elena's PA, Amy Waring ([amy@teachyoga.com](mailto:amy@teachyoga.com)). If you are unhappy with our response, you may contact the Information Commissioner's Office (ICO) via telephone: 0303 123 1113.

Further information may be found via: <https://ico.org.uk/for-the-public/>.

## ✳ Refunds ✳

### 9. Refunds Policy

Please be aware that *Teach Yoga's* courses are exceptionally popular, and we have to turn away a number of applicants every year, accepting a limited "lucky few". In order for *Teach Yoga* to continue as a successful enterprise, producing excellent yoga teachers year by year, it is vital that its existing students fulfil their commitment to pay their course fees (regardless of whether or not they choose to complete the course).

Accordingly, you are only entitled to a refund of your course fees for up to two weeks after the course begins, and in that event you will be expected to provide good reasons to justify the necessity of a refund. Thereafter *Teach Yoga* may consider a partial refund for exceptional cases only; and the decision will be entirely at *Teach Yoga's* discretion.

## ★ Complaints & Appeals against decisions made by *Teach Yoga* ★

Elena Voyce is responsible for the efficient operation of *Teach Yoga's* Complaints and Appeals Policies and Procedures. Responsibility for carrying out investigations of complaints may be delegated to appropriate personnel at *Teach Yoga*, under the authority of Elena Voyce.

These policies and procedures were revised in April 2017, and will be reviewed on an annual basis.

If you have any queries, please direct them to *Teach Yoga* via E-mail ([amy@teachyoga.com](mailto:amy@teachyoga.com)) or telephone (020 8202 9188).

### 10. Complaints Policy

You may make a complaint if you are dissatisfied with the way you have been treated, the service you have received or the tuition you have received from *Teach Yoga* or a *Teach Yoga* teacher.

All complaints will be investigated fully and fairly – but if you are not happy with our response to your complaint or the outcome, you have a right to appeal. If at any stage you need a sign language or community language interpreter, please let the person dealing with the complaint know, and every reasonable effort will be made to provide one. In addition, you may wish to involve an advocate or friend to support you at any stage.

#### Stage One (Informal)

At first instance, you should attempt to resolve the problem informally with the teacher or individual concerned.

If you are not satisfied with the response you have received at Stage One, you should follow Stage Two of this procedure...

#### Stage Two (Formal)

You should outline the details of your complaint by e-mailing [amy@teachyoga.com](mailto:amy@teachyoga.com), or by letter for the attention of Amy Waring, PA to Elena Voyce, Ground Floor Flat, 11 Albert Road, London NW4 2SH. In the unlikely event your complaint is actually about Amy Waring, please address it to Elena Voyce instead, to the same address.

Your complaint will be acknowledged within 14 days; and the response letter will contain the name, address and telephone number of the person who will investigate the complaint; and details of any support you can receive during the process of the complaint.

We will aim to investigate the complaint within 28 days, but it may take longer, especially if the complaint is complex.

In exceptional cases (for example, where a child or vulnerable adult is involved), the identity of an individual at risk will be protected, in accordance with national guidelines and good practice.

The complaint will be investigated and considered by a panel of three (the "Complaints Panel"): Elena Voyce, Matt Browne ([mattbrowne2008@gmail.com](mailto:mattbrowne2008@gmail.com)) and Amy Waring ([amy@teachyoga.com](mailto:amy@teachyoga.com)). Substitutes may occasionally be made if any of the three are unavailable.

The investigation may involve all or some of the following courses of action, as appropriate to the individual case:

- The subject of the complaint may be asked for their written response and version of events.
- A meeting may be arranged between the subject of the complaint and the Complaints Panel.
- An internal or external assessment of teaching competence may be carried out.
- Further information may be sought from third parties with regard to the background.

You will be kept informed at regular intervals as to how the investigation is progressing and timescales involved. You may also be asked for further information and comments to ensure that the Complaints Panel has a balanced understanding.

When the Complaints Panel has made a decision, you will receive a formal written response to your complaint. The response will include the following information:

- A decision about whether the complaint was upheld or not.
- The reason for the decision.
- The redress, if appropriate, which will be offered to you.
- Any other action that may be taken in light of the complaint.

### **Recording complaints**

Amy Waring will ensure that a record of all complaints is maintained on behalf of *Teach Yoga*, including information regarding the totality of complaints received, reasons for complaints and recommendations for improvements.

## **11.Appeals Policy – Specifically in relation to the handling of a Complaint**

This policy is effectively Stage Three of the Complaints Policy.

You have a right to appeal against the decision of the Complaints Panel. Any appeal must set out your reasons why you consider the appeal to be merited. You must lodge your appeal within 14 days of receiving the decision, sending it to Elena Voyce or Joe Ross ([jericho4@gmail.com](mailto:jericho4@gmail.com)) if the complaint is about Elena Voyce.

An Appeals Panel, normally of three members, will be convened to consider your appeal. Elena Voyce will be responsible for ensuring the panel is appropriately representative. Panel membership will be restricted to people who have had no previous involvement in the investigation and consideration of the complaint. We aim to complete the appeal investigation within 14 days and will inform you of any revised timescale should this, for any reason, prove impossible. The decision made by the appeals panel is final.

Members of the Appeals Panel will:

- Consider whether the grounds for appeal are reasonable.
- Read through the necessary paperwork and speak to any relevant individuals involved with the complaint as they consider necessary.
- Make a final decision.

A member of the Appeals Panel will write to you as soon as possible, to confirm:

- The final decision about the complaint.
- The reason for the decision.

- The redress, if appropriate, which will be offered to you.
- Any action that may be taken in light of the complaint.

## 12. General Appeals Policy

This policy covers:

- Appeals in relation to an assessment decision on the basis that BWY or *Teach Yoga* did not apply procedures consistently, or that procedures were not followed properly and fairly.
- Appeals relating to the decision to decline a request to make reasonable adjustments or give special considerations.
- Appeals in relation to the application of a sanction/action resulting from a verification visit or an investigation into malpractice or maladministration or a decision to amend a student/set of students results following a malpractice or malpractice investigation.
- Appeals relating to a decision following an investigation into a complaint.
- Appeals if an individual believes *Teach Yoga* and/or BWY has not applied our procedures consistently or that those procedures were not followed properly, consistently and fairly.

### Stage 1: Process for Raising an Appeal

You have seven working days from the date we notified you of the decision you are appealing against in which to lodge an appeal. The results of all students' assessments need to have been finalised before an appeal can be raised regarding one student's assessment grades. You should first raise your appeal with the assessor before any formal appeal is raised.

An appeal is being made on behalf of a student, the student needs to have given their written permission (because grades/results can go down as well as up as a result of an investigation).

Anyone making an appeal must complete the appropriate Appeals Form and supply relevant supporting information such as the following:

- Student's name and course registration number;
- Date(s) on which the Appellant received notification of the decision being appealed against;
- Title and number of the qualification affected or nature of service affected (if appropriate);
- Full nature of the appeal;
- Contents and outcome of any investigation already carried out relating to the issue;
- Contact details for all parties who should be notified of the progress with the claim;
- Any additional information deemed pertinent to the case.

### Stage 2: Initial Review of the Appeal Details

On behalf of *Teach Yoga*, Matt Browne ([mattbrowne2008@gmail.com](mailto:mattbrowne2008@gmail.com)) will acknowledge receipt of an appeal within seven working days; and *Teach Yoga* will aim provide a full response within 20 working days. Please note that in some cases the review processes may take longer. In such instances, all parties concerned will be informed of the likely revised timescale.

At all times we will ensure that *Teach Yoga* staff assigned to the appeal investigation have the appropriate level of training and competence and that they have had no previous involvement or personal interest in the matter. If they have had involvement in the appeal matter, they will not be

responsible for allocating a member of staff to carry out the investigation or for overseeing and managing the investigation.

An initial, informal assessment of all potential appeal evidence will ensure the application is complete and to ascertain if the issue can be resolved before it goes to a formal appeal. In all instances we will ensure that the person carrying out this initial check will not have a personal interest in the decision being appealed.

Following the initial review of the potential appeal, we will write to the Appellant with details of our decision to either:

- Amend the original decision in light of the new rationale/evidence being put forward which has now been reviewed; or
- Confirm that we stand by our original decision (in which case, reasons will be provided).

In either case we will request that you confirm, within 15 working days, whether you now accept this decision, or whether you wish to proceed to our formal appeals process which will be carried out by an independent party.

### **Stage 3: Seeking an Independent Review**

If you decided to proceed to the independent appeal stage, the necessary arrangements will be carried out by someone who is not an employee of ours, an assessor working for us, or otherwise connected to our organisation. They will also be someone with the relevant competence to make a decision in relation to the appeal and will have not a personal interest in the decision being appealed.

The Independent Reviewer will review all the evidence which took place in the above stages and review if we've applied our procedures fairly, appropriately and consistently in line with our policy. The independent review process may involve:

- A discussion with the appellant or the learner;
- A request for further information; or
- A centre visit by authorised personnel.

The Independent Reviewer's decision is final in relation to how *Teach Yoga* will consider such appeals. You will be informed of the outcome of the review within 20 working days of receipt of the third appeal.

An Appellant must first of all go through *Teach Yoga's* appeals process before bringing the matter to BWY. It is expected that direct appeals to BWY may only be made in exceptional circumstances.

### **Review arrangements**

*Teach Yoga* will review this policy annually as part of our self-evaluation arrangements and revise it as and when necessary in response to customer and learner feedback or requests from, or good practice guidance.

### **Fees**

We charge £50 to cover the administrative and personnel costs involved in dealing with appeals. This sum will be refunded if the appeal is judged as valid, and the appellant's application is successful.