

Appeals Procedure for students enrolled on CPD courses

We at Sales Fitness Group Limited provide a formal route for our learners wishing to appeal against an assessment decision. All learners are assessed against the relevant learning outcomes for the course and regulating organisation criteria, where applicable. Assessment decisions are made by internal Assessors.

Areas for Appeal

Our Appeals Policy enables learners in certain situations to make a formal appeal against a recommendation or assessment decision relating to:

1. the Assessor's decision on any element of assessment that differs to that of our Internal Quality Assurer's decision (for example, if an internal assessment has been marked by the Assessor as achieved but the Internal Quality Assurer disagrees with this decision).
2. an application for a reasonable adjustment or special consideration submitted to the regulating organisation for approval.
3. our final, overall assessment decision for a CPD Course.

Grounds for Appeal

The following is a list of examples and is not exhaustive:

- A reasonable adjustment was refused without reason, or a decision to limit a requested for a reasonable adjustment proved to be inappropriate or insufficient.
- The learner requested special consideration, but this does not seem to have been applied.
- There was inappropriate or irregular conduct on the part of the Assessor.

Appeals Process

Stage 1

The learner should discuss on the day they receive the assessment decision their intention to appeal that decision directly with the Assessor responsible for informing the learner of that decision. If the learner is dissatisfied with the outcome of this discussion, the learner should request a 'Learners Appeals Application' form which can

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be posted or email to you. The learner must submit this form within five days of the date of the assessment and include with it any supporting evidence (see additional notes below). Appeals received after this time will not be heard.

Stage 2

Once received by us, our designated Internal Quality Assurer ("IQA") will investigate the appeal and respond in writing to the learner with a decision within 20 working days of receipt of the form. If the learner is dissatisfied with the IQA's decision, the learner should make a complaint directly to the Owner of the company.

Additional Notes

1. It is extremely difficult to investigate appeals without impartial evidence. Therefore, appeals against referrals in practical teaching based solely on the learner's disagreement with the Assessor's decision will only be considered when accompanied by a video recording of the learner's practical assessment.
2. The learner has the right to video any aspect of their practical assessment using their own video recording equipment provided it does not interfere with the assessment process, other learners, or the Assessor's ability to carry out their role(s).
3. It is the responsibility of the learner to arrange a video operator.
4. Prior to the assessment date and so that a decision can be made for deferral, it is the responsibility of the learner to notify us of any medical problem which may affect the learner's performance adversely in the assessment process.

This policy has been approved & authorised by:

Name: Richard Higham

Position: Director

Date: 8/2/24

Signature:

Review date of Policy:

8/2/25

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Complaint – a grievance, problem, difficulty, or concern

POLICY STATEMENT

Sales Fitness Group Limited recognises the importance of learner complaints and welcomes complaints, as a valuable form of feedback about its services. We are committed to using the information we receive to help drive forward improvements.

This procedure outlines the aims of Sales Fitness Group Limited in dealing with complaints and sets out what you as the customer can expect when making a complaint regarding a service.

A complaint is a way of letting us know that you are not happy with a particular service. We welcome your feedback. A complaint may be about delay, lack of response, discourtesy, failure to consult or about the standard of service you have received.

So please let us know if:

- you think we have done something wrong
- we have not done something that we said we would do
- you are not satisfied with a particular service or set of services that we provide

ANONYMOUS COMPLAINTS

We understand that it might be difficult for you to complain because you are worried that your complaint could result in a poorer service. Please be assured that we treat all complaints in the strictest confidence, and that it is your right to complain. If you do not provide us with a contact name or address, it will not be possible for us to get back to you with the outcome of the investigation

PROCEDURE

In the first instance, the complaint should be discussed with the team member concerned and resolution sought within 48 hours of the incident occurring. If this is successful and a resolution is reached, the complaint should be documented on the attached Appendix (1) and sent to the Company Administrator for filing. This should be received by the Company Administrator by the end of the next working day. There will be no further action taken.

In the case of an individual wishing to make the complaint, who feels unable to discuss the complaint with the team member concerned, the matter should be referred to the Training Manager within 48 hours of the incident occurring. The Training Manager should then contact the Company Owner within the next 7 days to make them aware of the complaint.

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The nature of the complaint will be documented as per Appendix (2) and sent to the Training Manager.

On receipt of the complaint, the nature of the complaint will be brought to the attention of the team member concerned and discussed within 48 hours of receiving the complaint. The Training Manager will then contact the individual making the complaint with a view to resolve.

If resolution cannot be found, the Training Manager will arrange a meeting with all relevant parties and agree a resolution. This will take place within 30 days. This will be final.

The Company Administrator will maintain a record of all complaints and make these available on request. All complaints must be regarded as confidential and discussed only with those parties involved.

In the instance where the complaint is around an assessment / verification decision, then the stages outlined in the Appeals Procedure must be followed.



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Appendix1

Record of Complaint

Name of Individual making the complaint: Location:

Date:

Nature of complaint

Resolution Agreed:

Signed Complainant:

Date:

Signed by Training Manager

Date:

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Appendix 2

Referral of Complaint

Date of referral:.....

Training Managers Name:

Nature of complaint:

Date Referred to Head of Assessment Centre:.....

Actions agreed:

Signed off by Training Manager:.....Date: Signed

Complainant:.....Date

This policy has been approved & authorised by:

Name: Richard Higham

Position: Director

Date: 8/2/24

Signature:



Review date of Policy:

8/2/25



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Course Content Review Policy

Sales Fitness Group Limited takes the standard of its courses very seriously. For this reason, the below policy sets out how we ensure the standards of our service is maintained.

Course reviews are an integral part of Sales Fitness Group Limited quality assurance process.

The focus of course reviews is on:

- The appropriateness of the content and assessment method in order to achieve the learning outcomes,
- The course content being up to date and accurate.

Responsibility

Responsibility for course review and recommendations being addressed rests with the Sales & Marketing Director. The responsibility for the Review process lies with the company Directors.

Frequency

Each course is reviewed on an annual basis. The courses are reviewed by a Subject Matter Specialist to ensure their accuracy.

All legal elements of the learning materials will be reviewed by the companies Legal Representatives to ensure the most up to date version of any legal references are used and are correct as of the time of the review.

Timing

At the review date, each subject area specialist will have a 30-day period to complete the review of the given subject and all findings reported back to the Training & Development Manager.

The Sales & Marketing Director will then action any appropriate changes to course materials with an additional 30-day period.

Any legal advice/review related to legal references within the learning materials will be form part of the 30-day review period by the Subject Matter Specialist.

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Reporting

Following learning materials & legal review, a detailed report will be provided to the Training & Development Manager, outlining all elements that require addressing and updating.

This policy has been approved & authorised by:

Name: Richard Higham

Position: Director

Date: 8/2/24

Signature:

Review date of Policy:

8/2/25

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Equal Opportunities Learner's Charter

“Everyone has a part to play in ensuring we achieve equality of opportunity. We believe that a positive attitude towards equality and diversity is right for our people, our clients and our business suppliers. This means that we must encourage all our people to welcome diversity and respect each person's individuality”.

Sales Fitness Group Limited is committed to ensuring that the admissions process will be open and transparent, and that no individual or group receives less favourable treatment by virtue of age, disability, economic status, faith, gender, marital status, sexuality, race, colour, and nationality, ethnic or national origin.

The following Learner Charter has been drawn up stating the standards of service you can expect to receive as a learner of Sales Fitness Group Limited

Using the Sales Fitness Group Limited you can expect...

- to receive a highly quality learning experience
- to be given equal opportunities and treated fairly
- to be treated with courtesy
- to have access to advice, guidance and support to ensure your choices are informed ones and that your learning needs are met
- to learn in a healthy and safe environment
- to be provided with timely and appropriate information on your progress
- to have staff listen to any issues, suggestions or concerns you may have, and to respond in a relevant manner

In turn as a customer of Sales Fitness Group Limited we would like you to:

- be fully committed to your course
- treat our staff with courtesy
- provide us with appropriate information to help us meet your learning and assessment needs
- ensure that your behaviour contributes to a healthy and safe environment
- abide by any rules specifically relating to online assessment
- communicate issues, suggestions or concerns using the procedures outlined in your Student Handbook.

If for any reason you wish to make a formal complaint, then please access our formal complaints procedure on the website or email Sales Fitness Group Limited. This policy has been approved & authorised by:

This policy has been approved & authorised by:

Name: Richard Higham

Position: Director

Date: 8/2/24

Signature:



Review date of Policy:

8/2/25



Malpractice Policy

Sales Fitness Group Limited treats all cases of suspected malpractice* very seriously and will investigate all suspected and reported incidents of possible malpractice.

The purpose of this Policy and Procedure is to set out how allegations of malpractice in relation to all Sales Fitness Group Limited 's training assessments and training events are dealt with.

The scope of the policy is to provide:

- a definition of malpractice
- examples of learner and centre malpractice and maladministration;
- possible sanctions that may be imposed in cases of malpractice.

**The term 'malpractice' in this policy is used for both malpractice and maladministration.*

Introduction

For the purpose of this document 'malpractice' is defined as:

Any act, or failure to act, that threatens or compromises the integrity of the assessment processor and the validity of Sales Fitness Group Limited's training events and their certification.

This includes:

- maladministration and the failure to maintain appropriate records or systems;
- the deliberate falsification of records or documents for any reason connected to the award of training events certification;
- acts of plagiarism or other academic misconduct;
- and/or actions that compromise the reputation or authority of its employees or associates. Sales Fitness Group Limited will report all relevant cases of suspected malpractice to the relevant authority, accepting that in certain circumstances they may take action of its own, including imposing sanctions.



Malpractice by learners

Some examples of learner malpractice are described below. These examples are not exhaustive and all incidents of suspected malpractice, whether or not described below, will be fully investigated, where there are sufficient grounds to do so.

- Obtaining examination or assessment material without authorisation.
- Arranging for an individual other than the learner to sit an assessment or to submit an assignment not undertaken by the learner.
- Impersonating another learner to sit an assessment or to submit an assignment on their behalf.
- Collaborating with another learner or individual, by any means, to complete a coursework assignment or assessment, unless it has been clearly stated that such collaboration is permitted.
- Damaging another learner's work.
- Inclusion of inappropriate or offensive material in coursework assignments or assessment scripts.
- Failure to comply with published examination regulations.
- Disruptive behaviour or unacceptable conduct, including the use of offensive language, at training centre or assessment venue (including aggressive or offensive language or behaviour).
- Producing, using or allowing the use of forged or falsified documentation, including but not limited to:
 - personal identification;
 - supporting evidence provided for reasonable adjustment or special consideration applications; and
 - competency documents
 - results documentation, including certificates.
- Misrepresentation or plagiarism of a Sales Fitness Group Limited certificate.
- Fraudulent claims for special consideration while studying.
- Falsely obtaining by any means a certificate

Malpractice by Sales Fitness Group Limited employees and associates

Examples of malpractice by, employees, tutors and assessors are listed below. These examples are not exhaustive and all incidents of suspected malpractice, whether or not described below, will be fully investigated, where there are sufficient grounds to do so.

- Failure to adhere to the relevant regulations and procedures, including those relating to Sales Fitness Group Limited approval, security undertaking and monitoring requirements as set out by these regulations.
- Knowingly allowing an individual to impersonate a learner.
- Allowing a learner to copy another learner's assignment work or allowing a learner to let their own work be copied.
- Allowing learners to work collaboratively during an assignment assessment, unless specified in the assignment brief.
- Completing an assessed assignment for a learner or providing them with assistance beyond that 'normally' expected.
- Damaging a learner's work.
- Disruptive behaviour or unacceptable conduct, including the use of offensive language (including aggressive or offensive language or behaviour).
- Allowing disruptive behaviour or unacceptable conduct at Sales Fitness Group Limited to go unchallenged, for example, aggressive or offensive language or behaviour.
- Divulging any information relating to learner performance and / or results to anyone other than the learner.
- Producing, using or allowing the use of forged or falsified documentation, including but not limited to:
 - personal identification;
 - supporting evidence provided for reasonable adjustment or special consideration applications; and
 - competency documents
 - results documentation, including certificates
- Falsely obtaining by any means a certificate.
- Failing to report a suspected case of learner malpractice, including plagiarism, to your Line Manager.

Possible malpractice sanctions

Following an investigation, if a case of malpractice is upheld, Sales Fitness Group Limited may impose sanctions or other penalties on the individual(s) concerned. Where relevant we will report the matter and may impose one or more sanctions upon the individual(s) concerned.

Any sanctions imposed will reflect the seriousness of the malpractice that has occurred.



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Listed below are examples of sanctions that may be applied to a learner, tutor or other associates who has had a case of malpractice upheld against them. Please note that this list is not exhaustive and other sanctions may be applied on a case-by-case basis.

Possible sanctions that may be applied to learners

- A written warning about future conduct.
- Notification to an employer, regulator or the police.
- Removal from the course.

Possible sanctions that may be applied to employees, tutors and other associates

- A written warning about future conduct.
- Imposition of special conditions for the future involvement of the individual(s) in the conduct, teaching, supervision or administration of learners and/or examinations.
- Informing any other organisation known to employ the individual in relation to courses or examinations of the outcome of the case. Sales Fitness Group Limited may carry out unannounced monitoring of the working practices of the individual(s) concerned.
- Dismissal.

Procedure

Reporting a suspected case of malpractice

This process applies to, employees, tutors, learners and other associates to Sales Fitness Group Limited and to any reporting of malpractice by a third party or individual who wishes to remain anonymous.

Any case of suspected malpractice must be reported as soon as possible and at the latest within two working days from its discovery to the Training & Development Manager (Quality Nominee).

A written report should then be sent to the Training & Development Manager, clearly identifying the factual information, including statements from other individuals involved and / or affected, any evidence obtained, and the actions that have been taken in relation to the incident.

Wherever possible, and provided other learners are not disrupted by doing so, a learner suspected of malpractice should be warned immediately that their actions may constitute malpractice, and that a report will be made to the Training & Development Manager.

In cases of suspected malpractice by Sales Fitness Group Limited employees, tutors and other associates, and any reporting of malpractice by a third party or individual who wishes to remain anonymous, the report made to the Training & Development Manager should include as much information as possible, including the following:

- the date time and place the alleged malpractice took place, if known.
- the name of the employee, tutor or other third party involved
- a description of the suspected malpractice; and
- any available supporting evidence.

In cases of suspected malpractice reported by a third party, or an individual who wishes to remain anonymous, Sales Fitness Group Limited will take all reasonable steps to authenticate the reported information and to investigate the alleged malpractice.

Administering suspected cases of malpractice

Sales Fitness Group Limited will investigate each case of suspected or reported malpractice, to ascertain whether malpractice has occurred. The investigation will aim to establish the full facts and circumstances. Sales Fitness Group Limited will promptly take all reasonable steps to prevent any adverse effect that may arise as a result of the malpractice, or to mitigate any adverse effect, as far as possible, and to correct it to make sure that any action necessary to maintain the integrity of our training and reputation is taken. Sales Fitness Group Limited will acknowledge all reports of suspected malpractice within five working days. All of the parties involved in the case will then be contacted within 10 working days of receipt of the report detailing the suspected malpractice. We may also contact other individuals who may be able to provide evidence relevant to the case.

The individual(s) concerned will be informed of the following:

- that an investigation is going to take place, and the grounds for that investigation;
- details of all the relevant timescales, and dates, where known;
- that they have a right to respond by providing a personal written response relating to the suspected malpractice (within 15 working days of the date of that letter);
- that, if malpractice is considered proven, sanctions may be imposed by reflecting the seriousness of the case;
- that, if they are found guilty, they have the right to appeal.
- that Sales Fitness Group Limited has a duty to inform the relevant authorities / regulators, but only after time for the appeal has passed or the appeal process has been completed. This may also include informing the police if the law has been broken and to comply with any other appropriate legislation.

Where more than one individual is contacted regarding a case of suspected malpractice, for example in a case involving suspected collusion, we will contact each individual separately, and will not reveal personal data to any third party unless necessary for the purpose of the investigation.



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The individual has a right to appeal against a malpractice outcome if they believe that the policy or procedure has not been followed properly or has been implemented to their detriment.

Records of all malpractice cases and their outcomes are maintained by Sales Fitness Group Limited for a period of at least five years and are subject to regular monitoring and review.

This policy has been approved & authorised by:

Name: Richard Higham

Position: Director

Date: 8/2/24

Signature:

A handwritten signature in black ink, appearing to read 'R. N. Higham', with a long horizontal flourish extending to the right.

Review date of Policy:

8/2/25



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Reasonable Adjustments Policy

Aims and Objectives of the Policy

Sales Fitness Group Limited has a duty under the Equality Act 2010 to make any reasonable adjustments that can be made for our learners to ensure they are not discriminated against.

We aim to facilitate open and fair access to our training for learners who are eligible for reasonable adjustments and / or special considerations without compromising the assessment of skills, knowledge, understanding or competence being measured, Sales Fitness Group Limited achieve this through;

Reasonable Adjustments

Sales Fitness Group Limited will consider requests for Reasonable Adjustments and Special Considerations.

This is agreed at point of booking/registration. The learner must request within a reasonable timeframe any adjustments that may be needed to reduce the effect of a disability or difficulty, which places the learner at a substantial disadvantage. Any requests for reasonable adjustments must not affect the quality and reliability of the learning outcomes nor must they give the learner an advantage over other learners undertaking the same or similar training.

Reasonable Adjustments may not be applied to training that will provide a “licence to practice” or where the learner needs to demonstrate a practical competence.

Special Considerations

A special consideration request can be made during or after a training event to reflect temporary illness, injury or indisposition that occurred at the time of the event. Any special considerations granted cannot remove the difficulty the learner faced at the time of the event and can only be a relatively small adjustment to ensure that the integrity of the training is not compromised. Special consideration may not be applied to training that will provide a “licence to practice” or where the learner needs to demonstrate a practical competence.

Sales Fitness Group Limited will only consider requests for Reasonable Adjustments and Special

Considerations submitted within a timely manner and have completed the appropriate paperwork for these requests.

Reasonable Adjustments

A reasonable adjustment helps to reduce the effect of a disability or a difficulty that places the learner at a substantial disadvantage.

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Reasonable adjustments must not affect the quality and reliability of the learning outcomes, but may include;

- Ensuring any online learning is more accessible (such as ability to adjust display settings and providing advice/guidance on speech technology)
- Providing assistance during an assessment of learning
- Adapting materials or providing it on coloured paper
- Re-organising the physical assessment/learning environment
- Use of mechanical and electronic aids
- Use of assistive software
- Use of low vision aids
- British Sign Language

Reasonable adjustments must be approved and set in place prior to any assessment or learning is carried out.

Any assessment of work following a reasonable adjustment has been made must be carried out in the same way of work from other learners.

Reasonable adjustments must never give a learner an advantage to other learners and must never affect the quality or reliability of the learning.

It is important to note that not all requests for reasonable adjustments may be granted if they are not deemed reasonable, permissible, or practical in certain situations. The learner may not need, nor be allowed, the same adjustments for all learning.

Requests for reasonable adjustments are approved by Sales Fitness Group Limited prior to any bookings/registrations are taken. They are intended to allow access to training / assessment but can only be approved if the adjustment does not;

- Affect the quality and reliability of the learning
- Provide an unfair advantage to other learners
- Influence or compromise the final outcome of the assessment of learning

Any requests for reasonable adjustments must be made to Sales Fitness Group Limited within 7 days of registration / booking or at least 28 working days before an assessment / classroom event using the appropriate paperwork. If you are unsure if a learner requires a reasonable adjustment, please speak with Sales Fitness Group Limited who will provide the relevant guidance.

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Special Considerations

A special consideration is consideration given to a learner who was prepared and present at an assessment but may have been disadvantaged by temporary illness, injury or adverse circumstances outside of their control.

It is important to note that special consideration may not be possible where assessment requires the demonstration of practical competence, or the training provides a “licence to practice”.

Where an assessment of learning is carried out and marked by a computer, the learner will have the ability to take it at a later date however this must be completed prior to any practical assessments or other learning is carried out.

A special consideration cannot give a learner an unfair advantage to other learners and must not mislead the learners’ achievement. The learner’s results must reflect their true achievement and not potential ability. Sales Fitness Group Limited’s decision on requests for special considerations will vary from learner to learner and one subject to another. The factors may include the severity of the consideration, date of assessment and the nature of the assessment such as practical or oral presentation.

The learner may be eligible for special considerations if;

- The performance in an assessment is affected by circumstances out of their control, such as recent personal illness, accident or bereavement
- Alternative arrangements which were agreed in advance proved to be inappropriate or inadequate
- Part of an assessment / event was missed due to circumstances beyond the control of the learner

The learner will not be eligible for special consideration if;

- The learner has not been affected at the time of an assessment by a particular condition
- Part of an assessment / event is missed due to personal arrangements including holidays or unauthorised absence
- The event / assessment is affected by difficulties such as disturbances through building work, lack of proper facilities, changes in or shortages of staff or industrial disputes

Examples of circumstances where special consideration may be given are;

- Terminal illness of the learner
- Recent bereavement of a member of the immediate family
- Serious of disruptive domestic crises leading to acute anxiety about the family
- Incapacitating illness or injury of the learner
- Severe car accident
- Outbreak of infection where learners are in isolation

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- Lost or damaged work beyond the control of the learner

Special consideration will not be granted for minor illness or a minor disturbance.

Requests for special considerations are approved by Sales Fitness Group Limited Applications for special considerations must be made on case-by-case basis and thus separate applications must be made for each learner. Any requests for special considerations will only be approved if they do not;

- Affect the quality and reliability of the learning
- Provide an unfair advantage to other learners
- Influence or compromise the final outcome of the assessment of learning

Any requests for special considerations must be made to Sales Fitness Group Limited within 7 days of the event or assessment using the appropriate paperwork. If you are unsure if a learner requires a special consideration please speak with Sales Fitness Group Limited who will provide the relevant guidance.

It is important to note that special consideration will not be granted if / where learner achievement has been acknowledged and certified.

This policy has been approved & authorised by:

Name: Richard Higham

Position: Director

Date: 8/2/24

Signature:

Review date of Policy:

8/2/25

Responsible Marketing Procedure

Introduction

The main aim of the policy is to provide clear guidance on how Sales Fitness Group Limited markets itself responsibly. We are committed to delivering high quality teaching and learning, along with exceptional customer service for our stakeholders. This extends to ensuring our services are marketed in a way that is fair, transparent, within legal guidelines and reflective of the communities we serve.

We also require that our partners and stakeholders adhere to these standards and that unsubstantiated claims aren't made. Any use of data must be verified, and sources confirmed to ensure potential customers are made aware of its origin.

We are committed to marketing our products and services in a responsible way and so we will regularly review our marketing communications to ensure they are aligned with these principles and that they also fit with industry best practices.

Scope

These guidelines apply to all marketing communications generated by or on behalf of Sales Fitness Group Limited. Within this, 'marketing' means product and services advertising and promotion in all media including, but not limited to, packaging, brand promotions, brand advertising, brand PR, product placement, sponsorship and brand experiential marketing, point of sale material, digital, online and mobile marketing plus social media.

Core Principles

We commit that our marketing communications will be honest, transparent, truthful, within legal guidelines and respectful.

Above this we also commit to:

- Never mislead our customers.
- Always be fair and transparent when promoting our services, enabling our customers to make informed choices. Offering impartial advice and guidance in line with our duty of care as a CPD Approved Provider.
- Be legal, ethical, truthful and conform to accepted principles of fair competition and good business practice.
- Comply with all UK legislative and regulatory requirements.

- Avoid promoting themes associated with aggression, anti-social behaviour or violence.
- Avoid any derogatory, defamatory or offensive statements or imagery in particular in relation to race, gender, sexual orientation, religion and political views.
- Seek to prevent any unsolicited marketing that uses the Sales Fitness Group Limited brand without authorisation
- Never knowingly advertise in media or on websites that contain extremist views or explicit content.
- Never advertise in a way that could cause mental, physical or moral harm to a child.

Compliance

All new marketing colleagues and key agency personnel are aware of our Core Principles, and we review the principles on a regular basis. In addition, refresher training is available when needed.

Our marketing team/3rd party agency members, supported by our legal, technical and communications operatives, are responsible for ensuring the compliance of all of our marketing collateral.

Other, non-marketing collateral which has a customer audience (for example recruitment material or Sales Fitness Group Limited Newsletter communications) should also comply with these principles. Internally, all imagery is to be approved in isolation, in colour, at full/oversize and in situ/as it will be seen by the customer.

This policy has been approved & authorised by:

Name: Richard Higham

Position: Director

Date: 8/2/24

Signature:



Review date of Policy:

8/2/25



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Safeguarding Learner Policy

Introduction

All staff working with children and vulnerable adults have a legal duty to work together to protect them from harm or abuse. Safeguarding lead has overall responsibility for the safeguarding of learners and is responsible for ensuring the effectiveness of all work done to safeguard and promote the welfare of children and young people on programme. Sales Fitness Group Limited Policy covers:

- The recruitment and employment of staff working with vulnerable adults and the provision of a safe learning environment under the requirements of this act
- Training & Development Manager & HR department are responsible for ensuring that Sales Fitness Group Limited follows safer recruitment procedures. This includes carrying out Disclosure and Baring checks on all staff working with vulnerable learners every three years. This also applies where staffs have already been checked by a previous employer.

Statement of Intent:

Sales Fitness Group Limited's first priority is to ensure the safety and protection of all learners.

taking part in learning. In order to protect young people and vulnerable adults from harm we

will act in accordance with the following legislation and guidance: 'No Secrets' DH 2000

Scope

This policy statement applies to all learning provided by Sales Fitness Group Limited, and includes:

- All learning provision for adults delivered directly by employed staff
- All learning provision for adults commissioned through partnership arrangements

Definitions

Safeguarding The term "safeguarding" describes the broader preventative and precautionary approach to planning and procedures that are necessary to protect children, young people and vulnerable adults from any potential harm or damage.

Safeguarding means:

- Protection from abuse and neglect
- Promotion of health and development
- Ensuring safety and care relating to the environment and activity
- Ensuring optimum life chances

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'Child' or 'Young Adult' An individual is considered to be a child or young person up to their 18th birthday

'Vulnerable Adult' A Vulnerable adult is any person aged 18 or over 'who is, or may be in need of, community care services by reason of mental or other disability, age or illness and who is, or maybe, unable to take care of him or herself or protect him or herself against significant harm or exploitation' ('No Secrets' DH 2000).

The list below is not exhaustive, but a vulnerable adult may be someone

- who: is elderly and frail
- has a mental disorder
- has a physical or sensory disability has a severe physical illness
- is a substance misuser, is homeless
- has a learning disability

'Abuse' is

"a violation of an individual's human and civil rights by any other person or persons" ('No Secrets' DH 2000). Abuse may consist of a single act or repeated acts; abuse may happen intentionally or unintentionally and can take place in any relationship or setting. Examples of abuse that could occur in a learning environment include:

Physical abuse – shoving, hitting, slapping

Sexual abuse - involvement in any direct or indirect (e.g. innuendo, pornography) activity against the learner's will or knowledge

Emotional/psychological abuse e.g. intimidation, bullying or humiliation Discriminatory abuse e.g. racial, sexual or religious

harassment Financial or material exploitation e.g. coercing money or goods.

Institutional abuse e.g. failure to ensure privacy, dignity or uphold individual human and civil rights.

Neglect or acts of omission e.g. ignoring physical or medical needs, failure to access appropriate health, social care or educational services, withholding medication.

An abuser: may be anyone including relatives, friends, professional staff, other learners and service-users, neighbours, care workers, volunteers, and strangers.

Policy Statement

Sales Fitness Group Limited is committed to promoting safeguarding through the provision of an inclusive, supportive and safe environment for its learners, staff and others closely associated with its work and affirms the rights of individuals to be treated fairly and with respect.

SalesFitness Group Limited

Registered Office: 3 Startforth Road - Middlesbrough - TS2 1PT. Registered no. 7741857

Sales Fitness Group Limited intends to pursue this commitment by

1. Promoting a culture of value and respect for all within a supportive and safe learning environment

- Ensure that all internal tutoring staff, and learning and personal support staff in contact with learners have a current Disclosure and Barring check for working with adults and/or children
- Provide accessible information for learners, tutoring staff and subcontracting providers on equality, diversity, bullying, harassment, dignity and respect in the learning environment
- We will provide opportunities for adults and young people to voice any concerns they may have regarding inappropriate behaviour, abuse, harassment or misconduct and providing strong sanctions to deter victimisation or cover up of malpractice
- Supply information to learners on Sales Fitness Group Limited procedures for following up complaints relating to the conduct of tutoring staff and/or other learners
- Require all tutoring staff and others associated with the delivery of our provision to carry and produce appropriate identification on request
- Ensure that premises used to deliver learning activities are risk assessed by appropriately trained staff
- Ensure that learning activities are risk assessed by appropriately trained staff
- Ensure that care and safety issues and concerns are reported

2. Providing Information, training and briefings on safeguarding vulnerable adults and children that includes:

- Include information on Safeguarding as part of learner induction
- Provide information to tutoring staff and learners about the standards we expect with regard to confidentiality and disclosure
- Provide appropriate training for tutoring staff on safeguarding, disclosure and diversity matters
- Distribute information to all internal on the signs of abuse and the action to take if/when abuse is reported.
- Provide accessible information for learners, and tutoring staff on the complaint's procedure
- Provide headline information for learners on safeguarding, e-safety, bullying and harassment equality of opportunity and diversity.
- Provide learners with the name of the designated safeguarding contact and the procedure to be followed in the case of any alleged case of bullying or

3. Gathering and analysing information from learners on matters related to feeling safe in the learning environment

- Generate questions on the feedback form to elicit how safe learners feel in the learning environment
- Analyse the information obtained and acting on the results

Monitoring the effectiveness of this Safeguarding Policy and reviewing it annually

- Monitor the safeguarding practices within provision
- Identify and sharing good practice in safeguarding with subcontracted providers
- Review the Sales Fitness Group Limited safeguarding policy on an annual basis
- Link with learning networks and the local authority safeguarding unit to ensure that information on safeguarding is current and up to date

All enquiries relating to safeguarding issues should be addressed in the first instance to the designated safeguarding officer for Sales Fitness Group Limited Assessment Centre. moira.higham@salesfitnessgroup.co.uk

Reporting an incident

After direct or indirect disclosure or signs of abuse are spotted, please inform, in the first instance the Training & Development Manager, with the following information:

- What your concerns are.
- Where, when, who from and how you got the concerns.
- What you have done.
- Whether the parents/carers and learner are aware of this referral?
- Any additional info about the learner. (Use the registration form) Contact information for anyone involved

Write a report within 48 hours. Include all details of the disclosure including who was present and the reasons for your decision to make a referral. Ensure this is stored in a secure file. If there is immediate danger call 999

Send all report to

Safeguarding Officer; moira.higham@salesfitnessgroup.co.uk

This policy has been approved & authorised by:

Name: Richard Higham

Position: Director

Date: 8/2/24

Signature:



Review date of Policy:

8/2/25