



CENTRE AGREEMENT

01st September 2018

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1. INTRODUCTION

The International Federation of Aromatherapists (IFA) awards qualifications as an Awarding Body and is also the Professional Body for aromatherapists, established in 1985. We are a charity set up in the public interest, whose purpose is the preservation of health and wellbeing by advancing the knowledge, practice of and expertise in aromatherapy by education, teaching and training through our curriculum content delivered by our Approved Centres. We provide a register of nationally qualified aromatherapists who engage in evidence based practice for the safety of the public. The IFA is the voluntary regulator for aromatherapy operating worldwide.

2. PURPOSE

This document sets out the terms and conditions subject to which the IFA issues approval to Centres. By submitting an application for Centre Approval, the Centre confirms and agrees to be bound by the terms in this agreement. Approval is granted to the Centre in good faith and the Centre voluntarily agrees to comply by its terms to maintain approved status.

This agreement will be referred to if there is any disagreement or dispute throughout duration of approval.

3. AGREEMENT

- a) Applications for Centre Approval shall be treated as an offer to enter into an agreement with the IFA, but shall not be binding on the IFA.
- b) This agreement comes into effect from the commencement date of approval, confirmed in writing by the IFA and is enforceable until the Centre ceases to be approved or the agreement is terminated earlier in accordance with these terms.
- c) From the commencement date, the Centre shall be entitled to deliver the specific IFA Qualification(s) they are registered to deliver, in the geographical area(s) where the Centre is approved to deliver the Qualification(s) on the terms of, and subject to, this agreement.
- d) This agreement, together with the Centre Application Form, Centre Approval Criteria and Centre Handbook and related policies and procedures, constitute the terms and conditions between the IFA and Approved Centres to the exclusion of any other terms that the Centre seeks to impose or incorporate, or which are implied by trade, custom, or course of dealing.
- e) The Centre waives any right to rely on any term in any documents of the Centre that is inconsistent with these terms and conditions.
- f) Approved status is non-exclusive non-transferable with no rights to sub-license.
- g) The IFA has the right to update its Centre terms and conditions from time to time, which will replace all previous Centre versions. Amendments will be published on the IFA's website and notification circulated to Centres. Any variation or amendment of this Agreement, Centre Handbook and related policies and procedures, Approval Criteria or

qualification specifications shall take effect from the date specified in the notice of variation or amendment.

- h) The Centre Agreement constitutes the entire agreement between the IFA and a Centre and supersedes all previous agreements, arrangements, promises, assurances, warranties, representations and understandings between the IFA and a Centre, whether written or oral, relating to its subject matter. The IFA and the Centre agree that the Centre shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Centre Agreement.
- i) Any notice under or in connection with the Centre Agreement must be in writing and correctly addressed. In the case of the Centre, to the authorised person whose email address is stated in the Application for Centre Approval (or otherwise notified to the IFA), and in the case of the IFA, to the attention of the IFA's Qualifications Manager office@ifaroma.org, accompanied by the relevant form and following the correct procedure.
- j) A person who is not a party to the Centre Agreement or not named on the Centre Application has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any of the terms and conditions in the Centre Agreement.
- k) Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the IFA and the Centre or authorise the Centre to make or enter into any commitments for or on behalf of the IFA. Each party confirms it is acting on its own behalf and not for the benefit of any other party.

4. APPROVAL TERM

Centre Approval is granted on an annual basis and is for a term of 12 months subject to this agreement.

5. GENERAL

The Centre shall at all times:

- a) Do its utmost to protect the interests of learners enrolled on an IFA Qualification at their Centre;
- b) Ensure that learners completing Qualification(s) receive appropriate, high quality training in an environment conducive to IFA standards;
- c) Ensure that quality assurance and management processes are in place as per the Approval Criteria and that these are applied across any and all additional sites;
- d) Deliver the IFA Qualification(s) they are registered to teach only at the teaching/examination/assessment venues stated in the Centre's Application Form that have been inspected, which may be added to, modified or removed in accordance with the terms and conditions;
- e) Ensure teachers delivering IFA Qualification(s) at the Centre are continuously registered with the IFA as an IFA member, as prescribed in the approval criteria;

- f) Follow the correct procedure to modify, add or withdraw any elements of delivery of its IFA Qualification(s) or any other information specified in the Centre's Application e.g. change of tutor, change of training or examining address, applying to open an additional teaching outlet etc., and submit the relevant forms as specified in the Centre Handbook. Approval of any such applications shall be at IFA's sole discretion;
- g) Comply with the Centre Handbook and all related protocols, policies and procedures;
- h) Comply with all laws applicable to the Centre's territory relating to its activities under the Centre Agreement and Approval Criteria e.g. Health and Safety, premises insurance;
- i) Promptly notify the IFA of any changes in law or regulatory enforcements that affect how the Centre operates in its trading territory relating to the delivery of IFA Qualification(s);
- j) Co-operate if asked to provide any information that the IFA require in order to perform its regulatory function;
- k) Co-operate if asked to provide access to the Centre's training or assessment premises or offices, and any other additional sites, staff, records, training material and data;
- l) Co-operate and assist the IFA when undertaking any investigations or monitoring activities as part of its regulatory function;
- m) Co-operate and assist the IFA in respect of any actions against a Centre or its staff and/or any persons responsible for incidents;
- n) Comply with any directions and/or sanctions imposed by the IFA;
- o) Implement any reasonable instruction(s) issued by the IFA, including, but not limited to: making changes in regards to employees (justifications will be provided), additional staff training (a report will be provided highlighting the areas of low performance) examination dates (if believed to have been requested prematurely), qualification delivery structure and internal assessment (if examinations results are consistently low).
- p) Promptly notify the IFA if it becomes subject to insolvency proceedings; unable to pay its debts; change of ownership or control; change of staff;
- q) Provide all reasonable assistance to learners and the IFA in respect of any transfer of learners to another IFA Approved Centre for examination purposes or otherwise;
- r) Promptly notify the IFA of any identified risks or conflicts of interest, following the prescribed procedure;
- s) Promptly notify the IFA as soon as reasonably practicable if it is or is likely to stop delivering an IFA Qualification(s), is winding down delivering of an IFA Qualifications(s), is no longer able to meet the requirements of the Centre terms and conditions e.g. registering the minimum amount of students, in which case the IFA shall be entitled, without prejudice to the IFA's other rights and remedies, to modify, suspend or withdraw the Centre's Approval.

The IFA shall:

- t) Provide guidance to Centres through the IFA's Centre Handbook, Centre Approval Criteria, Qualification Specifications, Qualification Syllabi and Centre support area of the IFA's website;
- u) In collaboration with the Centre, organise Quality Assurance Assessors to visit the Centre to undertake summative assessments and other related monitoring and supportive activities.
- v) Provide Quality Assurance Assessors with sealed examination papers, which for quality control purposes, and to maintain the validity and quality of IFA Qualification(s) will not be made available to the Centre or its staff. Examination papers will only be provided to learners by the Quality Assurance Assessor on the day the examination is held.
- w) Ensure that policies and procedures including this Centre Agreement, Approval Criteria, Qualification Specifications, Centre Handbook, and related policies and procedures are kept up-to-date and contain all the rules and requirements with which the Centre must comply in order to deliver Qualification(s);
- x) Ensure the IFA's syllabi are kept up-to date and its content remains current.
- y) Aim to respond to any reasonable enquiries received from the Centre within a reasonable time frame. *Please note the Centre will be expected to have exhausted the centre support area before contacting the IFA, which has been carefully constructed to provide guidance and answer the vast majority of questions Centres may have.

6. RISK MANAGEMENT

The Centre shall at all times:

- a) Take all reasonable steps not to undertake or engage, directly or indirectly in activities that would render it unsuitable for the IFA to award the Centre's qualifications or perform its regulatory functions by any act or omission by the Centre.
- b) Have the necessary internal risk management policies, procedures and training in place to enable the Centre to identify which acts or omissions will have, or are likely to have, an adverse effect.
- c) Promptly notify the IFA if the Centre identifies a risk that could have, or is likely to have an adverse effect or could damage the reputation of the IFA or any of its Qualification(s).
- d) Act on any findings, prevent and/or as far as possible mitigate the effects of the identified risk or act on the direction provided by the IFA to mitigate the effects of the identified risk.
- e) Examples of activities that may give rise to risk:
 - Health and safety and controlling infection.

- Delivering qualifications simultaneously that undermine or contradict the IFA Qualification(s) principles.
- Centres who also own essential oil companies or sell aromatherapy products (which could be viewed as the IFA's endorsement of such products).
- Centres that make medical claims about essential oils, products or other services they supply. For example, the term 'cure' or 'heal' in reference to specific conditions or diseases are not permitted e.g. the Cancer Act. The IFA cannot be associated with false or misleading claims made about, or otherwise connected to, essential oils that extend beyond the boundary of professional practice established in the IFA syllabi.
- Centres who are connected with, either directly or indirectly, companies/organisations that promote the use of essential oils via ingestion or neat dermal application. The IFA cannot be associated in any way with any company, organisation or technique that advocates the use of essential oils in this way.
- Malpractice and maladministration.

The IFA will:

- f) Provide guidance to Centres on how best to prevent, and deal with risk factors.
- g) Direct the Centre to either withdraw from the activity, provide clear instruction how to limit the impact of the potential risk or approval may be withdrawn or not renewed at the end of the approval term dependent on the nature of the risk.

7. CONFLICTS OF INTEREST

The Centre shall at all times:

- a) Establish and maintain a conflict of interest policy which identifies and manages conflicts of interests, incorporating the relevant IFA policies and procedures. For the avoidance of doubt:
 - i. A conflict of interest is an activity in which an individual, or business has competing interests or loyalties which may lead it or appear to lead it to act contrary to its interests in the delivery and award of IFA Qualifications. Conflicts of interest can result in actions being taken that are not in the best interests of the learner and risk the impression that the Centre has not acted properly and may, therefore impact negatively on the integrity of IFA and IFA Qualification(s);
- b) Comply by the Centre's procedures for identifying and managing conflicts of interest;
- c) Comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 or any equivalent laws in the Centre's territory;
- d) Promptly notify the IFA if the Centre identifies any foreseeable or future interests that could, or are likely to give rise to a conflict of interest which could have an

adverse effect and declare all interests on an annual basis following the correct procedure and before each externally invigilated examination for models and interpreters;

- e) Act on any findings, prevent and or as far as possible mitigate the effects of the possible conflict of interest or as per the direction provided by the IFA;
- f) Examples of interests that may give rise to conflict:
 - Delivery of another aromatherapy curriculum by the Centre or its staff which is set at the same qualifying level as an IFA Qualification.
 - Where an individual within the Centre has a position of authority in another business or delivery of another aromatherapy qualification that conflicts with his or her interests in the role they perform at the Centre relating to delivering IFA Qualification(s).
 - Where an individual involved in internally assessing learners has a prior relationship/friendship with a learner.
 - The methods and amount of time the Centre allocates to a learners study programme (must be proportionate and in keeping with IFA course specifications).
- h) If you recommend products to learners you must inform learners if you have a vested interested in the brand, e.g. if you are a shareholder or agent.
- i) For the avoidance of doubt a Centre shall not deliver the IFA syllabi if it already delivers another awarding body's aromatherapy related course set at the same qualifying level as the IFA syllabi. The IFA reserves the right to manage and maintain quality control of its curriculum, awarding standard and intellectual property. Appropriate management of the IFA's curriculum delivery, training and awarding standard cannot be guaranteed where there is duplication or concurrent delivery of another awarding body's aromatherapy syllabi.
- j) The IFA reserves the right to withdraw approval of a Centre with immediate effect in relation to any act or omission in relation to conflict of interest or failure to declare conflicts of interests, which are reasonably deemed to be detrimental to the IFA.

The IFA will:

- k) Provide guidance to Centre's on how best to prevent and deal with issues related to conflict of interest.
- l) The IFA may direct the Centre to either withdraw from the activity, provide clear instruction how to limit the impact of the potential conflict or approval may be withdrawn or not renewed at the end of the approval term dependent on the nature of the conflict.

8. MALPRACTICE & MALADMINISTRATION

The Centre shall at all times:

- a) Establish and maintain an adequate and effective policy which identifies and manages incidents of malpractice or maladministration, incorporating the relevant IFA policies and procedures;
- b) Comply by the Centre's procedures for identifying and managing malpractice or maladministration;
- c) Promptly notify the IFA if the Centre identifies any malpractice or maladministration which could have an adverse effect or could damage the reputation of the IFA or any of its Qualification(s);
- d) Act on any findings, prevent and or as far as possible mitigate the effects of the malpractice or maladministration incident as soon as possible or as per the direction provided by the IFA.

The IFA will:

- e) Provide guidance to Centre on how best to prevent, investigate, and deal with malpractice and maladministration.
- f) The IFA may direct the Centre to either withdraw from the activity, implement corrective measures, provide clear instruction on how to limit the impact of the incident or approval may be withdrawn or not renewed at the end of the approval term dependent on the nature of the risk.

9. EQUALITY & DIVERSITY

The Centre shall at all times:

- a) Fulfil its statutory duty to comply with the requirements of the Equality Act 2010 and Human Rights Acts and/or any equivalent laws in the Centre's territory.
- b) Comply with the IFA's policies and procedures on equality and diversity and reasonable adjustment and special consideration and treat all learners fairly and equally;
- c) Ensure that learners can expect a fair and accessible route to an IFA Qualification(s) irrespective of disability, gender, race, age, marriage or civil partnership, sexual orientation, religion or beliefs; otherwise known as 'protected characteristics';
- d) Choose who they accept as a learner but not refuse a learner or lower their standards of service directly or indirectly based on discriminatory grounds. The Centre may inform learners of certain aspects of IFA Qualification(s) and assessments that may not be appropriate for the learner, for example the practical element of some Qualification(s) if the learner has a physical disability or allergy and provide a suitable alternative;
- e) Refrain from offering services on different terms to different people or groups of people.
- f) Be legally responsible for any discriminatory actions by its staff in the course of their employment and eliminate unlawful "discrimination", "harassment" and "victimisation" and other conduct prohibited by the Equality Act;

- g) Consider, where, and if, practically possible, how to make training premises as accessible as possible to learners with disabilities.
- h) Promptly notify the IFA if any features of an IFA Qualification could disadvantage a learner with a protected characteristic and any complaints it receives relating to equality in the delivery of Qualifications.

The IFA shall

- i) Aim to make its Qualification(s) as accessible as possible.
- j) Provide Centre's with guidance as per the IFA's Equal Opportunity and Diversity Policy, Reasonable Adjustment and Special Consideration Policy.

10. DATA PROTECTION

The Centre shall at all times:

- a) Fulfil its statutory duty to comply with the requirements of the Data Protection Act and General Data Protection Regulation (GDPR) when processing a learner's personal data in the EU or the relevant law applicable to the Centre's trading territory.
- b) Obtain appropriate explicit prior consent from learners and/or potential learners, on behalf of the IFA, that the IFA may process their personal data to register them as a student member in the form provided by the IFA.
- c) Ensure a learner's personal data is accurate and kept up-to-date at all times.
- d) Acknowledge and agree that, as between the Centre and IFA, the Centre takes responsibility for the learner's personal data provided to the IFA to be entered on its database.
- e) Grant to the IFA non-exclusive use of the learner's personal data and Centre's staff personal data in connection with the IFA's regulatory role as an Awarding Organisation. For the avoidance of doubt:
 - i. Personal data is data that directly or indirectly identifies an individual. For example it can be anything from a name, a home address, a photo, or an email address. Sensitive personal data includes information about racial or ethnic origin, political opinions, trade union membership, religious beliefs or other beliefs of a similar nature, physical or mental health condition, and sexual orientation.
 - ii. The processing of personal data, includes but is not limited to all forms of obtaining, retaining, disclosing and recording a person's data, which applies to all forms of paper retention, images and media.
 - iii. Under the GDPR rules, individuals have increased access rights to their personal data which imposes a number of additional requirements on data controllers (i.e. the Centre). The data subject access rights mean that

learners can ask to access the personal information you hold on them, and for you to, correct and erase data.

- f) Work collaboratively with the IFA and provide assistance as is necessary to enable both the Centre and IFA to comply with its obligations as a Data Controller in respect of the learner's personal data, including enabling learners' rights to access their personal data and responding to any other enquiries or concerns from learners in connection to the processing of their personal data.
- g) Ensure it has issued an appropriate privacy notice to learners. For the avoidance of doubt:
 - i. The content of the privacy notice must provide accurate, transparent and unambiguous details of the reasons you require the information you hold on them and for how long you propose to process the learner's personal information. You will need to include information about the learner's access rights to their personal data and most importantly, the notice should also explain how you will keep the information secure and protected against unauthorised use.
- h) Ensure privacy notices are clear and provide sufficient information to learners and/or potential learners regarding what personal data will be shared by the Centre with the IFA and the purpose of sharing their personal data and identity with the IFA as the awarding organisation.
- i) Ensure that in the event of a transfer of any learner's personal data from one approved Centre operating in the EU to another outside of the EU, the Centres will enter into a data transfer agreement, based on the same terms to protect the learner's information as required by the applicable UK Data Protection Laws.
- j) Ensure that if the Centre operates within the EU, it holds the relevant registration with the Information Commissioner's Office (ICO). Under the Data Protection Regulations May 2018, every organisation or sole trader that processes personal information in Europe must pay a data protection fee to the ICO, which is typically £35.00. Some exemptions apply.
- k) Ensure that if the Centre operates within the EU, it complies with the Privacy and Electronic Communications Regulations 2003, which means the Centre must not send any marketing material or advertising electronically to a learner or any other service user unless they have consented to receive it e.g. 'opted in' to receive newsletters about any deals or products the Centre may advertise and are given the opportunity to 'opt out' at any time. Centres should not automatically assume or rely on the fact that as a learner has enrolled on a course they would want to receive electronic communications or that it constitutes consent. Centres must ensure that an appropriate clause is included in their privacy policy and a system is in place to record the individuals consent.
- l) Ensure that if the Centre breaches Data Protection Regulations it informs the Information Commissioner's Office (ICO) within 72 hours of the breach. For the avoidance of doubt:
 - i. The ICO defines a personal data breach to be: "a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data. This includes breaches that are the result of both accidental and deliberate causes."

- ii. The Centre has in place its own policies that must be followed in the event of a Data security breach, taking into account the applicable Data Protection Laws and any associated guidance.
- m) Promptly notify the IFA of any data security breach and follow the direction as prescribed by the IFA.

The IFA shall:

- n) Treat all personal information obtained about Centre's staff and learners in accordance with the Data Protection Act 1998 and is registered with the Information Commissioner's Office (ICO) as a registered data controller. The data will only be used for the purpose for which it has been obtained and will not be disclosed to any other third party unless required to do so by law.

11. CONFIDENTIALITY

The Centre shall at all times:

- a) Treat all documents and other communications issued to them from the IFA as strictly private and confidential;
- b) Never share information or correspondence issued to the Centre by the IFA with third parties;
- c) Take all reasonable measures to ensure that its employees and other third parties working under its direction, treat information from the IFA in the same manner;
- d) Not disclose information provided by the IFA to any person unless it has received the IFA's express permission to do so e.g. information provided in the centre's area of the IFA website for your personal use.
- e) Abide by the obligations of confidentiality which shall survive the termination of Centre Approval until such time as the Centre no longer holds any confidential information which has been provided to the Centre by the IFA.
- f) Ensure that a learner's personal data is stored in such a way that it cannot be viewed by unauthorised or unnecessary personnel.
- g) Protect the learner's personal and confidential information from improper disclosure. The personal data held must be kept secure and only processed by authorised personnel.
- h) Not disclose the information of a learner, directly or indirectly, without the written consent of the individual or the learner's legal representative. This applies indefinitely even after the learner has ceased using the Centre's services.
- i) Only disclose what is absolutely necessary to authorised personnel. For example a book keeper must see all financial transactions but must not be able to view the learner's health records. If pursuing late payments, minimum information must be specified, especially if given to a third party to pursue on the Centre's behalf.

- j) Have in place appropriate and proportionate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, data e.g. that the system is safely backed up on a regular basis. Appropriate obligations should also be incorporated into any third party contracts.
- k) To avoid improper disclosure:
 - i. refrain from discussing learners where the conversation could be overheard
 - ii. refrain from leaving learners personal data where they could be viewed by others
 - iii. refrain from storing data in electronic form on a shared hard drive e.g. install system with access permissions
 - iv. ensure record systems cannot be accessed by others on or off the premises.
- l) Dispose of records securely and in a way that maintains learner's confidentiality e.g. shredding.
- m) Transfer records, with their consent if a learner transfers to another Approved Centre. The Centre must ensure the new Approved Centre owner understands the necessity of confidentiality and the obligation to provide the learners with access to their information.
- n) Promptly inform the IFA of any suspected breaches of confidentiality to the IFA as soon as it becomes aware; and
- o) Cooperate with any investigations into such suspected breaches by the IFA.

The IFA will:

- p) Treat all information received from the Centre as private and confidential and insofar as is possible in connection to investigations relating to reports of malpractice and maladministration. The Malpractice and Maladministration Policy includes a clause on whistleblowing and explains the extent to which the IFA can protect an informant's identity.
- q) Display notification of a Centre's termination of approval where the Centre has not removed all reference to the IFA in the public domain, as per this agreement for the protection of the public.

12. RETENTION OF RECORDS

The Centre shall at all times:

- a) Maintain complete and accurate records for learners, including but not limited to learners' attendance, feedback, internal assessments, performance reviews, which may be requested from time to time by the IFA.
- b) Establish and comply with a Data Retention and Disposal Policy for maintaining and disposing of learners' records, which must include that the Centre keeps records for the duration of the Centre Agreement and for three (3) years from the last registered learner's graduation before the Centre ceased delivering an IFA Qualification.

13. PROVISIONS

The Centre shall at all times:

- a) Monitor and review the resources available to deliver IFA Qualification(s);
- b) Ensure there are sufficient funds available to support the IFA Qualification(s)' lifecycle e.g. funds for additional tutors, learner registration fees, examination fees, resources etc. and in keeping with these terms and conditions;
- c) Have in place a business continuity plan that supports the delivery of the IFA Qualification(s)' lifecycle to protect the interests of learners;
- d) Supply up to 3 years' previous accounts as evidence, if requested.

The IFA will:

- e) Provide action reports, if during its monitoring activities, it becomes concerned with any of the Centre's provisions and provide guidance to Centre.

14. STAFF

The Centre shall at all times:

- a) Take full responsibility for its staff.

For the avoidance of doubt reference to the Centre's staff in any documentation produced by the IFA, means any and all teaching and training staff, subcontractors employed, hired or otherwise involved in the delivery of IFA Qualification(s).

- b) Ensure all staff are informed of and comply with the Centre Agreement, Approval Criteria, the Centre Handbook and all related policies and procedures and that they understand the implications of failure to adhere to these terms via induction and are provided with copies of these documents.
- c) Ensure that its staff are appropriately qualified and experienced and undertake continual professional development to ensure their skills remain current and relevant for the role they perform and act on any direction provided by the IFA in relation to staff delivering IFA Qualification(s).
- d) Retain an appropriate number of staff to deliver Qualification(s) and act on any direction provided by the IFA who may advise when the Centre is required to employ additional teachers within a reasonable time frame to ensure effective and efficient delivery of IFA Qualification(s) and so learners receive a consistent level of service.
- e) Ensure the Principal teacher registered on the application form, delivers at least 75% of the Qualification. The Centre may employ assistant teachers to teach up to 25% of the Qualification. Trainee tutors cannot teach learners unless supervised by the Principal teacher. Principal teachers will supervise both trainee teachers and assistant teachers, whilst training is in progress and will be required to countersign the relevant monitoring completion form to accompany the assistant or trainee teacher's application to upgrade their teacher status.

- f) Promptly notify the IFA of any changes to its Key Personnel and register additional tutors and complete the relevant form as specified in the Centre Handbook.
- g) Ensure all staff have access to appropriate equipment, resources and systems to enable them to fulfil their role.

The IFA will:

- h) Provide action reports, if during its monitoring activities, it becomes concerned with the performance of any of the Centre's staff and provide guidance to Centres.

15. ADDITIONAL SITES & SUBCONTRACTING

- a) The Centre may not assign, transfer, sub-contract, or otherwise dispose of or delegate any of its rights, benefits or obligations arising out of the Centre Agreement to any other third party without the IFA's prior written consent;
- b) For the avoidance of doubt, if the Centre is requesting to delegate responsibility to a third party to run an additional teaching outlet a 'branch', on its behalf but the branch site is not owned by the Centre, consent will not be granted and the Centre owner of the additional site will be required to open as a new Centre in its own right. Typically consent is given when the Centre owns or rents several sites and employs the staff directly and wishes to delegate specific obligations to the additional site manager e.g. scheduling of examinations, registration of learners etc.;
- c) If the IFA has given written consent to the Centre to transfer or delegate responsibility to a third party the Centre will be responsible for ensuring that the third party has the capacity and capability to comply with the terms of the Centre Agreement, Approval Criteria and Centre Handbook and relating policies and procedures and at all times acts in accordance with any additional terms set by the IFA in granting written consent.
- d) The Centre will register additional sites with the IFA before delivering IFA Qualification(s) at those sites. The Centre will also ensure it has procured and appropriately registered additional teachers to deliver Qualification(s) at such additional sites as part of the Approval Criteria.
- e) All additional sites will require inspection and approval following the correct procedure;
- f) The Centre will only apply to open an additional site if the Centre has registered the minimum amount of learners per year at their current site and has completed its probation period.
- g) The Centre shall be responsible and remain liable at all times to the IFA for the acts, errors or omissions of any such third party or the activities of its additional sites; including managing quality control, monitoring performance of staff and marketing initiatives.
- h) The Centre shall ensure that any such third party appointments by the Centre, to provide any services:
 - i. Have all appropriate agreements and contracts in place for any subcontractors who provide goods or services, which contribute to the

delivery of Qualification(s) for any additional sites and have the necessary resources available.

- ii. Complies with all aspects of the Centre Agreement and it is subject to legally binding terms no less onerous than the terms of this Centre Agreement; and
- iii. Makes this delegated responsibility status clear to all learners in connection with IFA Qualification(s);
- iv. In all advertisement of additional sites includes the branch registration number next to the logo;

The IFA will:

- i) In collaboration with the Centre organise inspection visitations of additional sites.

16. INTELLECTUAL PROPERTY

- a) The Centre acknowledges and agrees that all IFA Intellectual Property shall vest in the IFA and this Centre Agreement does not transfer any interest in the IFA's Intellectual Property.
- b) For the avoidance of doubt when we refer to the IFA's intellectual property we mean the IFA's logo, name, syllabi and also any other material produced or translated by the IFA or by which the IFA can be identified.
- c) The Centre will not use, register or attempt to register any mark, design, business name or domain name consisting or comprising or being confusingly similar to any of the IFA's Intellectual Property, or do or permit to be done any act that may weaken, damage or be otherwise detrimental to the reputation or goodwill associated with IFA, or may interfere with or jeopardise the registration and/or validity of the IFA's Intellectual Property.
- d) The Centre shall ensure that it does not suggest or imply in any way that it is owned or controlled by the IFA or is an affiliate, branch or franchise of the IFA.
- e) The IFA Approved Centre Logo and Centre Approval Certificate are the only valid proof of the IFA's Approval.
- f) The Centre may provide services to learners as specified in the Qualification specifications for the duration of their approval; and subject to the terms of this agreement, may:
 - i. Promote their Approved status of delivering an IFA Qualification; and
 - ii. Use the IFA Approved Centres Logo subject to the terms of use of logo policy;
 - iii. Use the syllabi of the IFA Qualification they are approved to teach, subject to the terms of use of syllabi policy.
- g) The Centre must ensure that all materials using the IFA's Intellectual Property produced by or on behalf of the Centre will comply with:

- i. any limitations and/or restrictions of terms of use which may be communicated to the Centre by the IFA from time to time;
 - ii. any branding and copyright guidelines issued by the IFA from time to time; and
 - iii. any other specific guidance provided by the IFA from time to time.
- h) The Centre shall promptly notify the IFA of any actual, threatened or suspected infringement of any of the IFA's Intellectual Property when it becomes aware.
- i) For the avoidance of doubt a breach of any of the provisions of this clause shall be deemed to constitute a material breach of the Centre Agreement.

17. ADVERTISING

The Centre shall at all times:

- a) Promote IFA Qualification(s) or IFA approved status only with valid and current approval.
- b) Refrain from making any statement in relation to IFA Qualification(s) which is likely to mislead learners, potential learners or any other persons, or which is not consistent with the scope of IFA approval and/or any specifications issued by the IFA in respect an IFA Qualifications.
- c) Ensure that all advertising of its Approved Status or IFA Qualification(s) is accurate, factual, legal and responsible. For the avoidance of doubt:
 - i. Advertisements cannot state or guarantee that a learner will pass the IFA externally invigilated examinations and therefore be awarded an IFA Qualification(s). The Centre may however, state its average pass and display learner testimonials;
 - ii. Advertisements cannot undermine another IFA Approved Centre;
 - iii. Centre's websites and/or advertising material cannot contain any derogatory statements towards other Qualification providers in general which may bring the IFA into disrepute.
 - iv. Centres may only include claims regarding aromatherapy that are backed by evidence – case studies, research etc. Please note research is ever evolving and may not always be to a sufficient standard to rely on to substantiate claims made in your advertising.
 - v. Centres must not support or condone a product about which claims are made that cannot be justified.
 - vi. Centres must not put pressure on people to use its services. The IFA does not approve of pyramid selling.
 - vii. Centres must not state that Qualification(s) or certification is contingent on learners purchasing equipment or other products from them or other

specified suppliers. The IFA does not endorse products and does not require learners to purchase products from a specific supplier.

- viii. Centres must not bring or do anything that threatens to bring the profession into disrepute.
- d) Only market their IFA Qualification(s) on one website with the approved training premises address clearly stated. References and marketing campaigns will all refer back to this one website. This also applies to all social networks. This is to avoid encroaching on other approved Centres' area of business (which the IFA purposely limit to ensure Centres gain maximum business) and not to mislead the public that the Qualification(s) is/are being delivered from an unapproved premises or at the addresses attached to any of these additional websites.
- e) Ensure the Centre's staff, agents or sales representatives do not promote the Qualification(s) on their own personal websites.
- f) Refrain from running pilot schemes to gauge the market. For the avoidance of doubt, all Centres who wish to teach additional Qualification(s) must follow the correct procedure to apply,:

Such behaviour is deemed deliberately competitive and beyond the territory which the Centre is based and is an infringement on other Centres' areas of operation. The environment, context and manner in which Qualification(s) are delivered and presented to the public have significant impact on the positive experience of learners. By not adhering to the correct registration and marketing procedure, the Centre contravenes 'fair trade'. The consequence of such behaviour can have a negative impact on the trade, morale and public perception of IFA Approved Centres and Qualification(s).

- g) Refrain from using the presence of IFA Quality Assurance Assessors(s) and/or representative's presence at the Centre, to market or promote their business. In some circumstances the IFA will consent to attendance at events or publicity campaigns that raise public awareness of the IFA's charitable objectives. In this instance the IFA will assess the event or other such activity, including approving related promotional material, content of presentations/talks and schedules prior to granting approval. The costs of the representative's fee will be payable by the requesting Centre.
- h) These principles are not limited to advertisements but extend to all dealings of the Centre with the public whether provided orally or otherwise.
- i) The IFA expects all Centres to be open and forthcoming about their promotional activities and this also forms part of the Centre's responsibilities of risk management.

The IFA will:

- j) Undertake spot checks from time to time.
- k) Provide advice and clarification should the Centre have any questions.

18. PROFESSIONAL BEHAVIOUR

The Centre shall at all times:

- a) Act professionally and ensure that any commercial competition between the Centre and other IFA Approved Centres is conducted in a fair and reasonable manner and not encroach on other Centre's area of business or 'poach'/entice learners from another Centre.
- b) Ensure its staff uphold a fair and ethical approach in all their business dealings with the public, other professionals and with potential competitors.
- c) Be polite and respectful in all communications with the IFA's staff as per the Centre Handbook.

The IFA will:

- d) Not become involved in any arrangements between IFA Approved Centres for the acceptance or transferal of learners for examination purposes or otherwise but remind Centres that they may require the assistance of surrounding Approved Centres in the future.
- e) Will issue a warning to the Centre owner, if any of their staff's behaviour is deemed unacceptable, before taking further action.

19. LEARNERS

The Centre shall at all times:

- a) Register a minimum of six (6) students in the 12 month term it is approved to be eligible in order to have its approval renewed.
- b) Use its best endeavours to verify learners' identity and register learners with the IFA as student members within four (4) weeks of being enrolled on an IFA approved Qualification, providing accurate and complete information;
- c) Ensure each learner's student membership remains current throughout delivery of Qualification(s) until successful completion of examinations.
- d) Ensure all learners are fully informed and conversant with the Learner Handbook and provide induction in all related policies and procedures;
- e) Provide learners with a contract or agreement;
- f) Only register learners whom the Centre reasonably expects to complete an IFA Qualification;
- g) Ensure that all learners' personal information is kept private and confidential and ensure all staff who are able to access the data are also informed of the requirements of confidentiality;
- h) Ensure learners are fully informed and conversant with the requirements of their selected IFA Qualification(s) as per the Qualification specifications published by the

IFA;

- i) Apply recognition of prior learning, where appropriate, and in accordance with the IFA's Recognition of Prior Learning and Exemption Policy;
- j) Apply reasonable adjustment for special considerations, where appropriate, and in accordance with the IFA's Reasonable Adjustment and Special Consideration Policy;
- k) Promptly notify the IFA when registering learners if the learner requires reasonable adjustment to be applied during externally invigilated assessments following the correct procedure;
- l) Promptly notify the IFA when registering learners if the learner is eligible to be exempt from an externally invigilated assessments and supplementary evidence of meeting the Recognition of Prior Learning and Exemption Policy requirements following the correct procedure;
- m) Ensure any material produced by a learner is their own work and generated by that learner only as per the IFA's Cheating and Plagiarism Policy;
- n) Ensure all internal assessments are delivered effectively and comply with the conditions specified by the IFA;
- o) Ensure learners are prepared to enter into IFA externally invigilated examinations, which include:
 - i. Ensuring each learner can be clearly identified for each external assessment and brings with them their IFA student ID card.
 - ii. Ensuring all coursework assignments are complete, and verified by the principal tutor in accordance with the IFA's Qualification assessment criteria set out in the Centre Handbook or otherwise prescribed by the IFA;
 - iii. Ensure compliance with the instructions issued by the IFA in respect of marking learner's internal assignments and compulsory coursework is complete to be presented at the externally invigilated practical examination;
 - iv. Ensure that all learners assignments and assessment material is stored safely and securely and can only be accessed by authorised staff.

The IFA will:

- p) Provide learners with a handbook which complements the Centre Handbook so learners understand the service they can expect from the IFA and an Approved Centre.
- q) Provide Centres with the guidance in order to comply as per the Centre Handbook.

20. INVOICING

The Centre shall at all times:

- a) Pay any fees that may be payable in connection with registering and delivering IFA Qualifications and/or for the IFA to provide services to the Centre, as notified to the Centre by the IFA.
- b) Pay all IFA invoices within 30 days of receipt or such other date as may be stipulated by the IFA.
- c) Pay late payment fees, if any amount is unpaid after the payment due date, which without prejudice to the IFA's other rights and remedies, may result in services being suspended, restricted, terminated and/or withdrawal of approval.
- d) Pay in full all amounts due from the Centre to the IFA without any set-off, counterclaim, deduction or withholding. All fees, unless otherwise stated, to the Centre by the IFA are exclusive of VAT. Any fees payable by the Centre to the IFA are, unless otherwise stated in the relevant IFA Policies and Procedures, non-refundable.
- e) Be solely responsible for the collection, remittance and payments of any taxes, charges, levies and other fees of any kind imposed by governmental or other authority in their territory in connection with the delivery of IFA Qualifications.
- f) Acknowledge and agree that it will be responsible for all expenses incurred by it or persons acting on its behalf in connection with delivery IFA Qualification(s) and the fees incurred, including, but not limited to the costs of recruitment of staff and learners and the costs of examinations/assessments.
- g) Indemnify the IFA on demand for any costs and expenses incurred in connection with the delivery of IFA Qualifications and meeting the terms of this Agreement.

The IFA shall:

- h) Publish all Service Fees applied to the Centre during delivery of Qualification(s) on its website.
- i) Circulate any changes to professional fees to Approved Centre's in advance of the effective period.

21. HANDLING COMPLAINTS

The Centre shall at all times:

- a) Establish and maintain an adequate and effective written complaints and appeals procedure which effectively manages complaints, incorporating the relevant IFA policies and procedures;
- b) Make complaints and appeals procedures easily available to learners should they wish to raise concerns and inform learners of the IFA's Complaints and Appeals Policy on the IFA website should they wish to take a matter further.
- c) Monitor and review all aspects of the delivery of IFA Qualification(s) and its customer services to reduce the likelihood of complaints.
- d) Provide, upon request, details of such internal reviews, such as learner's feedback, and staff action reports.

The IFA shall:

- e) Investigate complaints fairly and consistently as per its Complaints Policy.

22. WITHDRAWAL OF QUALIFICATION DELIVERY

In the event a Centre decides to withdraw from delivering IFA Qualification(s), for any reason, or if the IFA decides to withdraw approval as a result of suspension, expiry or termination of approval in full or in part, the Centre shall:

- a) Promptly inform the IFA if it intends to discontinue delivering IFA Qualification(s).
- b) Comply with the IFA's policies and procedures for the withdrawal of approval as specified in the Centre Handbook;
- c) Cooperate fully with any direction provided by the IFA;
- d) Immediately cease to enrol learners for IFA Qualification(s);
- e) Provide clear and accurate information about the withdrawal to all service users;
- f) Provide details of all learners enrolled for IFA Qualifications who may be affected by withdrawal to the IFA; and
- g) Take all reasonable steps to protect the interests of learners, including, but not limited to, by assisting with the transfer of learners to a different Approved Centre.

23. TERMINATION

- a) This agreement (and therefore Approval) may be terminated by the Centre for any reason by giving one (1) month's written notice.
- b) Without prejudice to any of its rights or remedies, the IFA may terminate this agreement (and therefore Approval) immediately on written notice if the Centre:
 - i. fails to pay the relevant fees to renew approval before the expiry date;
 - ii. fails to register the minimum amount of learners within the IFA twelve (12) month approval period;
 - iii. is subject to the IFA's Sanction Policy, of which the outcome resulted in the withdrawal of approval;
 - iv. is in material or persistent breach of any term of the Centre Agreement, and if the breach is capable of remedy has failed to remedy it within the specified timescale of receiving notice requiring it to do so, or within the period specified in the notice;

- v. Acts or undertakes an activity that make the IFA reasonably believe that the Centre's conduct is prejudicial to the IFA's interests (including, but not limited to, breach of any security requirements, malpractice or maladministration, inappropriate use of its intellectual property), or is not consistent with its values, guidelines and/or reputation, or may bring the federation into disrepute.
 - vi. undergoes a change of control or undertakes other such activity and such change may, in the reasonable opinion of the IFA, affect the Centre's ability to comply with its obligations under the Centre Agreement, is inconsistent with the IFA's values and/or reputation, and/or creates, or is likely to create, a conflict of interest;
 - vii. ceases or threatens to cease to trade; or becomes bankrupt; or goes into liquidation; or has a change of control or receiver over its business or any of the property or assets of the business;
 - viii. is unable to offer IFA Qualification(s), as a result of a change in laws and/or regulations in the Territory, or as a result of loss of a licence or permit necessary to deliver IFA Qualification(s) in the Territory;
 - ix. is subject to a sanction placed on it by another Awarding Organisation, resulting in the withdrawal of its recognition with that Awarding Organisation.
- c) The IFA reserves the right to suspend or restrict Approval terms with immediate effect or apply an interim order to the Centre to remedy a breach as per its Sanctions Policy and whilst an investigation is undertaken into the Centre's conduct.
 - d) As a general rule the Centre will not be in breach of the Centre Agreement nor liable for a delay or failure in performance resulting from events, circumstances or causes beyond its reasonable control. In such circumstances the Centre will be allowed a reasonable extension of the time allocated for performing its obligations. If the period of delay or non-performance continues for thirty (30) days from the date of occurrence, the IFA may terminate the Centre Agreement by giving fourteen (14) days' written notice to the Centre.

24. CONSEQUENCES OF SUSPENSION OR TERMINATION

- a) In the event a Centre's approval is withdrawn either due to expiry, suspension, termination and/or during an investigation, the Centre will act in the learner's best interests and cooperate with the IFA.
- b) In the event a Centre's approval is withdrawn either due to expiry, suspension, or termination and has learners registered on the course, the Centre will facilitate the transfer of learners to another approved Centre, as prescribed by the relevant IFA policy and procedures.
- c) Upon termination (for whatever reason) the Centre will:
 - i. Cease to deliver IFA Qualifications;

- ii. Cease to advertise IFA Qualifications;
 - iii. Cease to recruit or accept learner applications;
 - iv. Immediately remove the IFA Qualification Centre Logo(s) from all promotions or business activities;
 - v. Cease to use any of the IFA's intellectual property and all of the materials produced by or on behalf of the Centre using the IFA's Intellectual Property (and destroy or return any of these at the IFA's request) and return to the IFA the IFA Centre Approval Certificate;
 - vi. Pay any outstanding payments due;
- d) On termination of the Centre Agreement for any reason, the Approval will cease, however, each Party's accrued rights and liabilities as at the date of termination, clause 11 (Confidentiality), clause 12 (Retention of records), clause 16 (Intellectual Property), clause 22 (Withdrawal), clause 24 (Consequences of suspension or termination), clause 25 (Limitation of liability and indemnity), will survive and continue in full force and effect.

25. LIMITATION OF LIABILITY AND INDEMNITY

- a) Nothing in the Centre Agreement shall limit or exclude any liability by either party for death or personal injury caused by its negligence, or the negligence of its staff, agents or subcontractors, fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited under English law.
- b) The IFA shall have no liability to the Centre, whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with the Centre Agreement for:
- i. loss of profits;
 - ii. loss of sales or business;
 - iii. loss of anticipated savings;
 - iv. loss of or damage to goodwill or reputation;
 - v. loss of use or corruption of data or information;
 - vi. any ex gratia payments; or
 - vii. any special, indirect, consequential or economic loss; and
- c) The IFA's total liability for any claim or series of connected claims whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Centre Agreement shall be limited to a maximum sum equal to the registration fee paid by the Centre under the Centre Agreement within the period of twelve (12) months preceding the event giving rise to the claim (or the first of the series of connected claims).

- d) The Centre agrees to indemnify the IFA on demand against all liabilities, costs, expenses, damages and losses suffered or incurred by the Centre, or its staff directly, or indirectly, arising from, or in connection with:
- i. Any claims made by the Centre or any of its employees or other persons acting on its behalf for any employment-related payment or remuneration;
 - ii. Any claims made against the IFA by any third party to the extent that such claim arises as a result of the Centre's breach, negligent performance or failure or delay in performing any of its obligations under the Centre Agreement; and/or
 - iii. Any act or omission by the Centre, including, but not limited to, a breach of the Centre Agreement, or its staff or sub-contractors, which places the IFA in breach of any obligation as an Awarding Organisation.
 - iv. Any claims, costs or other proceedings, incurred or levelled regarding informing the relevant parties about a Centre's suspension or approval withdrawal.
 - v. Any claims, costs or other proceedings, incurred or levelled for any delays or exclusion from examination schedules caused as a result of the Centre's negligence and/or failure to submit the correct information by the specified deadline.
 - vi. Any claims, costs or other proceedings, incurred or levelled arising directly or indirectly from examination date delays or from being unable to accommodate the Centre's preferred date(s). Dates and times of delivery of examinations are not the essence of the IFA's contract with the Centre.
 - vii. Any alleged and/or actual infringement of any confidential information or intellectual property by the Centre's staff or other persons engaged in the delivery of IFA Qualifications or acting on the Centre's behalf;
 - viii. Any claims, losses, costs, demands, expenses and any other liabilities (including legal fees) arising from any breach of data protection by the Centre or its staff or any other person employed, engaged or otherwise connected to the Centre.
 - ix. Any claims, losses, costs, demands, expenses and any other liabilities (including legal fees) arising from or levelled in respect of any promotional material or publicity material produced in connection to delivering IFA Qualification(s) which is retracted due to breach of these terms and conditions.
- e) The invalidity, illegality or unenforceability of any term or any right arising pursuant to the Centre Agreement will not affect the validity, legality or enforceability of its remaining terms. If any term is found unenforceable or invalid, insofar and to the extent permissible by law, the IFA and the Centre will negotiate in good faith to amend such term such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, it achieves the parties' original commercial intention.
- f) The Centre and IFA agrees that the Centre Agreement and the relationship between the Centre and the IFA will be governed by and construed in accordance with the law of England

and Wales and that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Centre Agreement or its subject matter or formation.