

# Code of Practice

## Mission Statement of the Solomon Yogalates Method

The Solomon Yogalates method promotes a safe form of functional movement and exercise through a unique fusion of Yoga and Pilates. The practice of Yogalates enables individuals to maximise basic postural human movement and function, profoundly changing their everyday life.

### The method aims to

To train individuals in the Solomon Yogalates Method  
To promote the Solomon Yogalates Method worldwide  
To create an association of registered Solomon Yogalates teachers  
To maintain the highest standard of teaching and practice of the Solomon Yogalates Method  
To achieve quality management practices in all areas of the organisation

### Fees

Yogalates Pty Ltd employs financial management strategies to protect fees paid in advance.

### Deferral and Refund Policy

The Yoga Pilates Training Academy considers the enrolled student as having commenced the course once all study materials have been received regardless of whether or not correspondence work has been submitted. If an enrolled student cannot continue the course for unavoidable reasons then there are two options; applying for a deferral or a refund. All deferrals and refunds are calculated on a case by case pro-rata basis and incur an administration fee of AU\$200. As the Yogalates training comprises of two parts (correspondence and practicum) factors to be considered are the proportion of work completed at the time of the application and the circumstances of the deferral or withdrawal.

If you the student

- a) have enrolled and then choose to defer at any stage of the training you may receive a pro-rata credit, less an administration fee of AU\$200. The credit can be used for any future course of choice with Yogalates Pty Ltd. Any credit of fees held is for the use of that student only and is non-transferable and non-refundable.
- b) have enrolled and then withdraw from the training at any stage the refund on course fees is calculated on the proportion of work completed less the cost of equipment and textbooks plus the administration fee (AU\$200). Payment will be made after receiving a written claim from you along with the return of the Yogalates Training Manual and instructional DVD.

\* If the course practicum should not commence on the agreed date then students have the option to defer to the next practicum on offer. This agreement does not remove your right to take further action under Australia's Consumer Protection Laws.

### Attendance

100% attendance at the practicum is essential for successful completion of the course (exceptional circumstances apply). Following a short absence it is the students' responsibility to follow up on class notes either with fellow students or with the tutor (additional costs may apply). In the event of extended absence due to ill health or personal reasons, students will need to provide a current medical certificate and discuss their position with the Director of Yogalates Pty Ltd regarding possible deferral to the next practicum.

### OH & S (Occupational, Health and Safety)

The YPTAA considers the occupational health, safety and welfare of its staff, students and clients to be of the utmost importance. We take all “reasonably practicable” steps to provide and maintain a safe and healthy workplace and learning environment. A successful OH & S program is dependent upon all persons on the studio premises sharing responsibility for insuring a safe and healthy environment. YPTAA undertakes to ensure all staff, students and clients are aware of their responsibility regarding OH & S issues through provision of safety information and education.

During the training the delivery and assessment of all subjects incorporates relevant OH & S requirements. These include contra-indications and precautions in the practise of Yogalates, correct adjustment techniques and injury prevention strategies. All injuries, accidents and near misses must be reported to the Director, Supervising Tutor or group co-ordinator and recorded in the Accident and Injury Log Book. All incidents will be investigated and action taken to prevent their re-occurrence. A first aid box will be available for use by staff, students and clients.

Smoking is prohibited on the studio premises. Unauthorised intoxicating liquor or drugs are prohibited on the studio premises. **No pets are to be brought to classes (this includes the hall surrounds). Any action by staff, students or clients that jeopardises the health, safety or welfare of others may result in dismissal or expulsion.**

### **Disciplinary procedures**

Students are expected to display a high level of personal responsibility for their learning process and for their interaction with other students and staff members. Anyone displaying inappropriate or dangerous behaviour, (e.g. disruptive class behaviour, continual late arrival to class, refusal to follow OH&S procedures, irregular attendance) will be required to meet with the Director of Yogalates Pty Ltd to discuss the necessary disciplinary actions.

### **Recognition of Prior Learning (RPL)**

Recognition of Prior Learning is the determination of advanced standing that an applicant has through their previous formal or informal training, work experience and/or life experience. Applicants may apply for an RPL assessment related to subjects included in the course and are required to provide sufficient evidence of competence to sustain a successful RPL. The RPL procedure involves assessment of evidence provided by the applicant and therefore attracts fees. As a general guideline the Yogalates teacher training is viewed as an integrated whole, it is suggested that all subjects be undertaken within the context of the whole course to optimise the results.

### **Exit Points**

Completion of all subjects of the course is the only exit point for those who wish to receive the qualification of Level 1 Certificate in teaching the Solomon Yogalates™ Method. There is no automatic re-entry into a future practicum if a student fails to complete all subjects of the practicum in which they were originally enrolled. Deferment into a future practicum needs to be arranged through the administrator.

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# Student's Rights and Responsibilities

*The management recognises that:*

- Students have a right to learn in an appropriate environment that is free from any form of harassment and/or discrimination.
- Students have a right to be treated with respect and fairness.
- Students have a right to normal privacy afforded all citizens in personal matters.
- Students have a right to have their learning needs known and addressed by the tutor.
- Students have the right to expect competent and experienced tutors and assessors.
- Students have a right to be re-assessed if the competency is not achieved the first time.

*Students are required to:*

- Behave in a respectful and responsible manner to other students, tutors and staff.
  - Dress appropriately for the module they are attending. Dress should reflect industry and community standards.
  - Complete all homework assignments and assessment activities and attend all scheduled classes.
  - Attend class alcohol and drug free and not smoke during class times or inside the training venue.
  - Pay all fees and charges associated with the course promptly at the agreed times.
  - Take responsibility for personal possessions while attending classes.
  - Take responsibility for cleaning and tidying their work area at the end of each session and assist with general venue tidying.
  - Follow the organisation's OH & S policy and procedure.
  - Report all accidents, near misses, injuries or incidents of harassment by another student to the tutor and/or Director.
  - Inform the administrator of any change to personal details e.g. phone numbers/email and postal addresses
  - Sign the registration form indicating that they agree to the terms and conditions set out in the Code of Practice, Student's Right and Responsibilities, Student Registration and the Trademark and Copyright of the Yogalates Method.
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## Student Registration – Terms & Conditions

- Yoga Pilates Training Academy Aust. Pty Ltd (YPTAA) reserves the right to cancel or postpone a scheduled practicum at short notice due to insufficient enrolments.
  - Course payment or instalment is only to be made once acceptance into the course has been finalised through the receipt of an acceptance letter from the academy.
  - Payment can be made by direct deposit, cheque, money order or credit card, and is automatically transferable toward course costs once enrolment is completed. Cheques are to be made payable to **Yogalates Pty Ltd** and **credit card payments incur a 1.8% fee.**
  - If you wish to pay by instalments please apply to the administrator. A payment plan may be available enabling you to pay the course in instalments over the duration of the course (an administration cost of AU\$150.00 applies). It is essential that you contact the office, once accepted into the training to make your payment arrangements.
  - Places in the course are held and study materials released **only** upon receipt of full course fees or an initial down payment if paying by instalments (contact the office for details).
  - For details on deferments and refunds please see the section 'Deferment and Refund Policy' in the Code of Practice above.
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# Trademarks & Copyright

The name 'Yogalates' is trademarked by Louise Solomon under the provisions of the Trademark Act 1995. This means Louise has statutory rights over the trademark. The Act legally states that the ™ symbol must appear after the word Yogalates™ at all times and you are required to use the name The Solomon Yogalates™ Method or the abbreviation Solomon Yogalates™ for the purpose of advertising and conducting classes in The Solomon Yogalates™ Method in which you have been trained.

## ***Why we have trademarked the Solomon Yogalates Method.....***

The Yoga Pilates Training Academy prides itself on the high standard of training its participants receive. The Yogalates teacher training is considered world class and is unique for delivering the latest in the functional application of Yoga & Pilates. Since its inception the Solomon Yogalates method has always been known for its emphasis on client care and safety with its teachers tailoring classes and personal sessions to the needs of the individual. Allied health professionals confidently recommend their patients to Yogalates™ classes knowing that Yogalates teachers are skilled in applying rehabilitative exercises when needed.

Louise Solomon has spent 16 years professionally developing the Yogalates method. The trademark was put in place in order to protect her work and reputation. The Solomon Yogalates™ method has set a benchmark for creating a Yoga system that is injury preventative. This trademark prevents others that may not be suitably qualified from instructing under the Yogalates name and giving false or misleading information that may lead to possible injury.

The Academy is regularly contacted for details of classes by qualified Yogalates instructors throughout Australia and abroad. The trademark benefits the Yogalates graduate by identifying them as a certified instructor with a particular level of skill and training; it ensures the standards expected of a Yogalates teacher are maintained.

## ***What does this mean for the Solomon Yogalates graduate?***

Upon signing the registration form you are agreeing to the following trademark and copyright provisions

- you will use the name The Solomon Yogalates™ Method or the abbreviation Solomon Yogalates™ for the purpose of advertising and conducting Yogalates classes only
- where possible you are required to use the following font and format when using the words Solomon Yogalates

SOLOMON  
**Yogalates™**

- you understand that Louise Solomon has copyright over any intellectual property or copyrighted course material and you will not distribute same in or outside Australia without Louise's written consent
- you will not use the material or part thereof in any other form e.g. course, workshop or teaching program
- any proposed media coverage will be referred to the Head Office for approval in the use of the trademark
- The words Solomon Yogalates must be incorporated in your business name.

- You cannot register the name Solomon Yogalates and a capital city e.g. Solomon Yogalates Sydney or Solomon Yogalates Paris without permission from Louise Solomon
- No other mixed or variable advertising of the method is permitted. You cannot rename the method. If advertising/utilising a web site full recognition to the founder Louise Solomon and your certification of Yogalates is to be correctly displayed
- No use of the trademark is permitted in the Northern Rivers area by those relocating to the area for the training. The Level 1 training cannot be used to teach any student/general public (whether for fee or not) in the Northern Rivers region of NSW Australia unless first authorised by Louise Solomon. This includes the shires of Byron Bay, Ballina and the City of Lismore.
- If you are teaching the Solomon Yogalates Method and using your certificate of qualification issued by the Academy to gain insurance recognition then the method needs to be clearly displayed and advertised as such Solomon Yogalates™
- Any other formal qualifications you hold (e.g. Pilates or Aerobics instructor, Iyengar Yoga) need to be insured and advertised separately (no mixing of qualifications). This ensures the high quality and integrity of the Solomon Yogalates™ Method.
- Your Level 1 training will not give you the qualifications to teach others to become teachers in The Solomon Yogalates™ Method however we will wholly support you as a registered teacher of this method.

**\* Legal action will be taken as appropriate for any infringements of the trademark and copyright material**