



## ACP Code of Practice

*according to which all of our  
registered training providers are expected to operate*

*Please note our new address from 8<sup>th</sup> December 2006:*

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### ***Definition...***

- In this Code of Practice, the terms shall have the same meaning whether singular or plural.
- 'ACP' means the Association of Computer Professionals.
- The term 'Centre' shall mean any person, organisation, body or institution that provides (or intends to provide) training which follows any or all parts of the syllabuses published by ACP or offers courses which culminate in entry to ACP's examinations or an award issued by ACP for an examination conducted internally.
- The term 'Course' shall mean any training programme that follows syllabuses published by ACP and purports to cover all components at any given level.
- The term 'Student' shall mean any person embarking upon a course or any person expressing an interest in embarking upon a course.
- The term 'Contract' shall mean any document in which the Centre makes an offer to provide training and the Student confirms his/her acceptance of that offer.

### ***Marketing ACP courses...***

- In any Contract, marketing material, prospectus, advertisement, leaflet, or any other communication (whether transmitted by written word, facsimile or e-mail) Centres shall express themselves in a manner that is free from ambiguity.
- Centres shall offer the Student a profile of a typical candidate for entry to the ACP courses and examinations.
- Any form of advertising, publicity or marketing material (including a Centre's prospectus) shall only make reference to ACP in such form as has been approved by ACP. Approval may be deemed to have been given by ACP where the text has been extracted and reproduced without amendment from any ACP published material after the date of January 2006.
- The ACP syllabus is the subject of copyright and may not be copied or reproduced. This excludes the component subject names, which may be used.
- The Centre shall print a prospectus or brochure that will:
  1. include the full title of the ACP course(s) on offer and the names of component subjects that will be taught.
  2. give an indication of the numbers of Students likely in any group or class.
  3. state the face-to-face Lecturer contact hours and hands-on supervised practical sessions that will occur each week, the total number of weeks that the Student will attend and facilities available for independent practical study.
  4. outline the arrangements that have/will be made for the Student to enter ACP examinations and the costs that will be payable to ACP as well as to the Centre in this regard.
  5. give clear guidelines of what is expected from the Student should he/she embark upon the course.
  6. explain the training method(s) used and the method(s) by which the Student will be evaluated.
  7. identify ACP as the examining and awarding body.
  8. explain any penalties, financial or otherwise, that will be imposed for repeated non-attendance (if any) and or failure to attend ACP an examination.

- Centres shall not make false or misleading statements, whether by word, illustration or any other means.
- Centres shall not use fictitious testimonials and genuine testimonials shall not be used beyond a period of 3 years.
- Centres shall not publish any advertisement which may deliberately or accidentally cause the reader to confuse the publishee with any other training organisation. This will include a similarity of name or identity which seeks to derive benefit, financially or otherwise, from the good reputation of another.
- Centres shall not print information that denigrates the presence, activities, achievements or shortcomings of another.

### ***Entry to ACP courses...***

- The Centre shall invite the Student to view the premises and provide an opportunity for questions relating to the ACP courses.
- Any invitation or offer made by a Centre shall be clear and state the precise content and terms of supply.
- Where any form of testing is used by the Centre to assess a Student's ability or aptitude for entry, a successful result will not be used as means to encourage a Student to impulsively enrol on a Course in the belief that their test performance guarantees an equally successful result in ACP examinations.
- Centres will only recommend entry on an ACP course to a Student whom the Centre believes capable of completing the Course.
- Before requiring a Student to enter into any Contract, the Centre will provide written details of any rights reserved by the Centre to change the location or content of courses, timetable, fee structure, date on which fees are payable or any other matter relating to the Course or examinations.
- The Centre will provide written notification to the Student of any special requirements such as the times between which they are required to attend the Centre each day, minimum attendance and rules governing absenteeism, dress code (if appropriate) and the penalties that will be imposed by the Centre for non-compliance.

### ***Payment of fees..***

- Any contract between the Centre and the Student will allow a 48-hour 'cooling off' period, during which time the Student will suffer no financial penalty for withdrawal from the Course, other than payment of a reasonable Cancellation Fee that will be clearly stated on the Contract.
- Where agreement exists for the Student to pay for the Course in instalments, the amount, number of payments and schedule of dates on which payments will occur shall be clearly stated as well as the sum total of all payments due.
- The Centre will stipulate its policy regarding transfer or refund of Course fees and, where appropriate, explain the Student's liabilities in the event of non-payment and the action that may be taken by the Centre to recover the debt.
- Where the Centre is in default of any of the terms under which it has agreed to provide training to the Student, the Centre will, at the request of the Student, make a full refund of the training fee paid less the Cancellation Fee.

### ***Conducting Courses...***

- The Centre will assume responsibility for all training conducted at its premises and ensure that individuals appointed as Lecturers/Tutors are appropriately qualified and experienced in their area of teaching.
- The Centre will ensure that Lecturers/Tutors are technically competent to conduct the ACP Course and that teaching reflects current industry techniques, standards and developments.
- The Centre will ensure that all training documentation, course notes and other material is up-to-date and follows the most recent published version of ACP's syllabus.
- Arrangements will be made by the Centre to provide adequate teaching cover to ensure that Lecturer absenteeism does not cause disruption to Students. A failure to provide teaching staff consistently over several days will constitute a breach of this Code of Practice.

### ***Entry to ACP examinations...***

- The Centre will submit to ACP applications for Student Membership at least 12 weeks in advance of Students' entry to ACP examinations, in accordance with the procedures set out in ACP's written guidelines.
- The Centre will submit *Examination Entry Forms* and full payment of *Student Examination Fees* to ACP at least 6 weeks in advance of the examinations, in accordance with the procedures set out in ACP's written guidelines.
- The Centre shall collect Membership and Examination Fees from Students and shall issue a single cheque, drawn on the Centre's bank account, to ACP to cover the total amount due. ACP reserves the right to add a handling surcharge to fees paid direct from Students up to a maximum of £10.00 per cheque.
- The Centre shall assume liability for Student Membership and Examination Fees payable to ACP as well as any costs incurred by ACP in recovering unpaid Student fees.
- The Centre will pay any Late Entry Fees to ACP arising out of its failure to meet deadlines for entry to ACP examinations.
- The Centre will forewarn Students of the 8-12 week timescale involved in advising obtaining ACP's advice of their examination results.
- The Centre will explain the condition(s) under which ACP issues awards and ACP's reserved right to withhold results documentation from non-payers.
- The Centre will promptly despatch Students' marks to ACP for all internally assessed practical examinations and these shall be received by ACP no later than 4 weeks after the written examinations have taken place.
- The Centre will not release any examination marks to Students in advance of handing them their official ACP Results Letter and, where appropriate, ACP award.

### ***Complaints...***

- Where a Student makes a formal complaint to ACP about the Centre, ACP will provide a copy of the complaint to the Centre and will request a full report from the Centre, which addresses the Student's grievances.
- The Centre will deal promptly with any such request from ACP and take reasonable steps to rectify any justified Student complaint.