



YOGALATES™ ACADEMY

WORKING FROM THE INSIDE OUT TO
CONNECT MIND, BODY SPIRIT SINCE 1995

Code of Practice/Student's Rights and Responsibilities/Trademark and Copyright

Code of Professional Conduct

Yogalates™ is a system of self-enquiry, self-transformation, and self-realisation. Its practices and lifestyle aim to integrate the body, mind, heart, and spirit to innate wholeness. The role of the yoga professional is to guide and support participants in the practice of yoga. This includes nurturing yoga participants in their physical, emotional, psychological, social, and spiritual well-being.

This Statement of Ethics guides yoga professionals in their work of supporting participants' yoga practice. It is based on the traditional yogic ethical principles, the yama and niyama, as outlined in Patanjali's Yoga Sutras.

This Statement of Ethics reflects the timeless, living principle; that our essential nature is awake, aware, compassionate, and peaceful.

As yoga professionals we are guided by yogic ethical principles outlined in Patanjali's Yoga Sutras:

Ahimsa – Nonviolence and Compassion

We seek to do no harm and support the needs and wellbeing of our community. We demonstrate and act with compassion and care within the scope of our practice.

Satya – Truthfulness

We acknowledge and respect the origins of the yoga practice and provide a truthful safe environment for ourselves and our community.

Asteya – nonstealing

We provide equal opportunities to all, and we make a conscious decision about what we will receive.

Brahmacharya – Self-Restraint in the path to wholeness

We practice self-restraint in professional – practitioner relationships in recognition that it serves yoga's essential goals. Our energy and actions are directed toward these aims.

Aparigraha – non-clinging

We practise the principle of nonattachment and generosity and welcome change, acknowledging the natural abundance of life.

Sauca – Purity/Cleanliness

We cultivate purity of body, mind, and environment. This includes fostering clarity of intention, ongoing self-care, and a safe environment for yoga practice.

Santosha – Contentment/Happiness

We practice an active acceptance of the present thus developing deep happiness.

Tapas – Discipline

We are dedicated to a disciplined commitment to yogic lifestyle.

Svadyaya – Self-Study

We are committed to ongoing self-enquiry, self-reflection and continued learning.

Ishvarapranidhana – Relationship with Wholeness

We aim to serve the deepest goals of yoga. We honour and encourage an on-going relationship with innate wholeness and oneness with all life.



Recognition of Prior Learning (RPL)

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. Prior learning of Yoga Philosophy & Physiology may be taken under consideration on a case by case basis, however no fee adjustment applies.

Exit Points

Successful completion of 100% course Part 1 and Part 2 is the only exit point for those who wish to receive the qualification of 350hr Yogalates™ Teacher certification – recognised by Yoga Australia ID9108. 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.

Student and Staff Code of Conduct Policy

The Yogalates™ Academy 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, 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
- Agree to the Terms & Conditions of this Code of Practice upon submitting 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 Yogalates™



Attendance

100% competent completion of Part 1 online and Part 2 practicum attendance is essential for successful completion of the course (exceptional circumstances apply) Students may need to provide a current medical certificate and discuss their position with the Director of Yogalates Pty Ltd regarding possible deferment to the next practicum or the online practicum lectures as an alternative. Students are granted access to online practicum lectures for a minimum of 9-month period, however exceptional circumstances can apply for longer period of access.

Disciplinary Procedures & Expulsion Policy

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.

WHS (Work Health Safety)

The Yogalates™ Academy considers the occupational health, safety and welfare of its staff, students and clients to be of the utmost importance. We take all "reasonably practical" 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. Yogalates™ Academy ensures 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 practice 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 coordinator 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 is available for 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.

Fees, Deferment & Refund Policy

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

The Yogalates™ Academy considers the enrolled student as having 'commenced the course once the student has logged into the Study Portal' regardless of whether assignment submissions have been made. If an enrolled student cannot continue the course for unavoidable reasons, there are two options - applying for a deferment or a refund. All deferments and refunds are calculated on a case-by-case pro-rata basis and incur an administration fee of A\$200 and the A\$500 non-refundable payment from the course fee.



As the Yogalates™ training comprises of two parts (Part 1: Online Assessments and Part 2: Practicum Lectures – online or in-person) factors to be considered are the proportion of work accessible and/or completed at the time of the application and the circumstances of the deferral or withdrawal. Refunds are not given on a change of mind. Refunds are not available 3 months after enrolment.

If you, the student;

- has enrolled and then choose to defer during Part 1 (online readings and assessments) of the training you may receive a pro-rata credit, less an administration fee of AU\$200. The credit can be used with Yogalates Academy within 2-year period.
- have enrolled then withdraws from the training at any stage the refund on course fees is calculated on the proportion of work assessable and/or completed plus the administration fee A\$200 and A\$500 non-refundable payment from the course fee. Refund payments are made after receiving a signed declaration from you agreeing to not use course material in anyway. Please note: No refunds will be issued after 3 months of your enrolment nor once the practicum has commenced.

If the course in-person practicum (Part 2) should not commence on the agreed date due to unforeseen circumstances then students have the option to defer to the next in-person practicum date on offer or continue with the online practicum lectures, a refund may be eligible upon request for the Part 2 fee portion only.

Grievances Policy & Complaints Procedure

We will deal with any grievance or complaint courteously (whether that be general dissatisfaction of service or unlawful behaviour) so that the person may do so without fear of recrimination. Providing details of the situation in writing with subject line 'Grievance/Complaint' to info@yogalates.com.au, whereby we keep the details confidential from all other parties, unless lawfully required to disclose. Yogalates Academy will acknowledge receipt of the email within 10 working days and will respond accordingly.

Trademarks & Copyright

In relation to our 350hr Yogalates™ Teacher Training Program*, 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.

****Important to note all other short courses with the Yogalates Academy do not hold the trademark name of Yogalates™ within the accreditation provided, therefore the use of the term is not relevant to any other courses unless the full 350hr Yogalates Teacher Training is competently completed.***

The Act legally states that the TM symbol must appear after the word Yogalates™ at all times and you are not permitted to use the name Yogalates in the name of any courses or training workshops providing certification to students.

The Yogalates™ 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 and Pilates. Since its inception Yogalates™ has been known for its emphasis on client care and safety, for teachers tailoring classes and personal sessions to the needs of the individual. Allied health professionals confidently recommend their patients to Yogalates™ classes knowing our teachers rehabilitative skill set.



Louise Solomon professionally developed and established Yogalates™ in 1995. The trademark was put in place to protect her work and reputation, and all trained teachers. Yogalates™ 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 for 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; ensuring the standards expected of a Yogalates™ teacher are maintained.

What does this mean for the 350hr Yogalates™ Graduate?

Upon submitting this registration form (and again upon completion of your course subject 'Business Management') you are agreeing to the following trademark and copyright provisions:

- you will use the name Yogalates™ for the purpose of advertising and conducting Yogalates™ classes only
- when stating in your qualifications or bio your qualifications are stated as 'Yogalates™ by Louise Solomon'
- you understand that Louise Solomon has copyright over any intellectual property or course material, and you will not distribute the same in or outside Australia without Louise's written consent
- you will not use the material or part thereof, nor the name Yogalates, in any other form e.g. course, training workshop or teaching program
- If you are teaching Yogalates™ 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 Yogalates™
- Your 350hr training will not give you the qualifications to teach others to become teacher trainers of Yogalates™ 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