

PYA GUEST© Training Providers Agreement REV 16

CONDITIONS OF RECOGNITION

TERMS & CONDITIONS OF PYA GUEST© ACCREDITATION

As amended from Rev 13 | 14 | 15.

The Professional Yachting Association (PYA) has established the following document to set out the conditions that will apply for recognition to run a PYA GUEST© accredited course and to describe the relationship between the PYA and a Training Provider. This is part of the accreditation agreement and should be read in conjunction with the PYA GUEST© Guidelines and the PYA GUEST© Accreditation Application form.

1. Scope This document applies to the GUEST© modules listed below. For each component there is a module definition in the **PYA GUEST© Guidelines** document published by the PYA, which will form the basis of the approval inspection for each one.

- PYA Yacht Interior Introduction Module
- PYA Yacht Interior Basic Food Service Module
- PYA Wine Bartending & Mixology Introduction Module
- PYA Yacht Interior Administration and HR Module
- PYA Yacht Interior Advanced Service level 1 Module
- PYA Yacht Interior Advanced Service level 2 Module
- PYA Yacht Interior Advanced Housekeeping & Valet Services Module
- PYA Yacht Interior Advanced Laundry Service Module
- PYA Floristry & Plant Maintenance Module
- PYA Barista & Hot Beverages Module
- PYA Advanced Wine Appreciation Level 1 Module
- PYA Advanced Wine Appreciation Level 2 Module
- PYA Advanced Bartending & Mixology Level 1 Module
- PYA Advanced Bartending & Mixology Level 2 Module
- PYA Yacht Interior Leadership & Management Module

Note | Amendments from PYA GUEST© Guidelines 2015 REV 11.2 completed March 2016:
(as per feedback from year 2015)

- 1) *We have replaced the four levels of training leading to issue of COC to **three** levels of training leading to issue of CoC. And re-named the Levels to Introduction, Advanced and Management.*
- 2) *The Intermediate level has been combined with the Advanced level and re-named Advanced Level 1 and Level 2 for Service, Wine and Bartending & Mixology.*
- 3) *We have separated out Floristry & Plant Maintenance, Administration & HR and Laundry Service from the Housekeeping and Service modules.*
- 4) *The Cocktail & Spirit modules have been re-named to Bartending & Mixology.*

2. Application and Accreditation

An application form is available for download from the GUEST® website, along with these Conditions of Accreditation and the Course Description documents. The steps for accreditation are as follows:

1. **PREPARATION.** The training provider should review all of these documents and ensure that the establishment is likely to meet the criteria described.
2. **APPLICATION.** The application form is completed; enclosing the required supporting documentation described below and sent to the PYA main office (address above).
3. **APPLICATION REVIEW.** The application will be reviewed by the PYA office and if successful the applicant will be contacted and invited to arrange a date for an accreditation visit. If unsuccessful, the reasons for the rejection of the application will be explained.
4. **ACCREDITATION VISIT.** An accreditation visit will be arranged. A representative of the PYA will visit the premises of the training provider to verify that required materials, equipment and personnel are in accordance with the course descriptions. For TPs offering onboard training the visit will verify that the requirements for onboard training described in these Conditions of Accreditation have been met. The PYA representative will normally need to meet all instructors, where this is not possible alternative arrangements can be made at the discretion of the PYA main office. After the visit the representative will send a report and action plan to the PYA and Training Provider.
5. **FINAL REVIEW.** The PYA main office will review the report from the accreditation visit and determine if a certificate of accreditation can be issued. If successful the training provider will be placed on the register of approved centers and a certificate of accreditation will be prepared. If unsuccessful the training provider will be contacted and the reasons explained.
6. **ACCREDITATION CONFIRMED.** When contacted by the PYA main office and in receipt of the *PYA GUEST® Certificate of Accreditation* the training provider may advertise and run the course provided that these PYA GUEST® Conditions of Accreditation are adhered to at all times. Accreditation will run for three calendar years from the date on the accreditation certificate.

3. Instructor Qualifications & Responsibilities

Instructors engaged on PYA GUEST® accredited courses will hold the appropriate qualifications and endorsements as laid out in the PYA GUEST® Guidelines.

Accreditation is granted subject to the qualified person being listed as the course lecturer. A current CV, qualifications and relevant references must be available and followed up if deemed necessary by the PYA.

All Instructors should normally be present at the accreditation site visit.

CPD:

The PYA will require that all Instructors complete a Train the Trainer update on an annual basis. This update will be provided by the PYA as an online training platform.

All Instructors are expected to have current First Aid training, as well as Food Safety / Hygiene (minimum Level 2) qualifications (if relevant). Please refer to **Trainers Requirements** for full details.

Workgroup:

All approved Instructors will automatically be part of the CPD GUEST working group and expected to contribute at least once a year to regular instructors meetings.

They are responsible for providing feedback on the training offered and recommendations for updates to the GUEST program.

4. Record Keeping and Administration

As a condition of the PYA GUEST© accreditation the training provider will maintain an in date Quality Management System (QMS). It is recommended but not required to have a QMS in accordance with ISO 9001/2008 standards or alternative independently audited systems (for example OFTED in the UK).

QMS

The QMS shall be designed to ensure that the following matters are managed and to guarantee that they are reviewed regularly and kept fit for purpose:

PYA Administration

- Initial Course Enquiry: It is the responsibility of the Training Provider to provide relevant and current course information regarding the PYA Approved courses. Including pre-requisites and prior learning for attending the course(s) applying for.

Quality Improvement Plan

- Student Bookings Process: It is the responsibility of the Training Provider to ensure the verification of student ID, contact details & the checking of pre- requisites on booking. The terms and conditions of the Training Provider should not conflict with the PYA GUEST© Conditions of Accreditation, and must be lawful and clearly communicated to the candidates, especially the course cancellation policy.
- Course Materials: It is the responsibility of the Training Provider to supply the PYA with the latest version(s) of all course material; including instructor notes, lesson plans, , student course notes and booklets, handouts and any teaching aids, audio visual presentations and relevant materials and teaching environment.
- Course Administration: It is the responsibility of the Training Provider to ensure that the administration processes are being fully adhered to and completed for each course; including instructor selection, methods and records of student assessment, verification of attendance & students feedback records.
- Course Facilities, Materials & Equipment: It is the responsibility of the Training Provider to guarantee standards of the approved facilities, materials and equipment as per PYA GUEST© Guidelines. These standards include approved classroom (teaching areas), with adequate facilities for the theoretical parts of the course, including, where appropriate: audio visual apparatus, sufficient space for each student, a writing surface for note taking etc.
- Risk Assessment: The Training Provider is required to complete a Risk Assessment for each GUEST approved Course, as part of the Health and Safety QMS. In date First Aid kits should be clearly identified and an accident procedure with a reporting system be in place. The reporting system needs to identify the corrective actions taken.
- Qualification Assessment Provision: GUEST qualifications are assessed by a portfolio of evidence, which will need to be internally quality assured by the Training Provider. Training Providers must refer to the learning outcomes at all times to ensure that the portfolio of evidence fully meets these requirements. All evidence must be valid, authentic and sufficient for all the assessment criteria. It must be clearly marked and kept on record as part of the Audit process.
- The PYA require **ALL** GUEST Training Providers to provide the student with a **Learner Assessment Record** (LAR) which is a designed for the student to use. The LAR will contain all tracking documents required to complete their portfolio of evidence clearly linked to the assessment criteria. This needs to include documented evidence of the learning objectives, courses content and assessment criteria (exam expectations) for each module.
- Quality Improvement Plan: The PYA requires an internal verification system of sampling assessment practice from the Training Providers in the form of a **Quality Improvement Plan**. A Training Provider with more than one trainer would require periodical assessment between the trainers to ensure that the trainer is actually covering what is in the syllabus during the training, by checking each other's work and monitoring learning outcomes from the written and practical assessments. For those Training Providers (Trainers) who work alone, a robust quality assurance system with quality improvement plan and self-assessment will be required for audit by the PYA.
- Feedback Records: (part of the Quality Improvement Plan) It is the responsibility of the Training Provider to issue course critiques/ feedback forms to all students and trainers following each course. The Student Feedback forms and Instructor Feedback forms must record any action taken response to feedback. These forms must be kept on paper or digitally throughout the period in between PYA audits.

- **Complaints Procedures:** (part of the Quality Improvement Plan) The Training Provider is responsible for reporting any complaints to the PYA as a matter of priority. The Training Provider is responsible for recording all complaints and actions taken.
- **Certification & Student Records:** It is the responsibility of the Training Provider to ensure that a permanent record is kept of certificates issued matched with student ID and the PYA Sea ID Token.

The PYA GUEST® Guidelines and PYA GUEST® Training Providers Agreement documents will be updated annually as part of the continuous development and review of the GUEST® program. It is the responsibility of the Training Provider (Namely the Principal) to ensure that all corresponding course materials and notes are updated in line with any changes and amendments.

Instructor Course notes and lesson plans, Student Course Notes and Handouts and all teaching aids and materials used that are part of the accreditation agreement are the proprietary property of the Training Provider / trainer, however the PYA must review the most recent and updated copies; and undertakes to hold this confidential information in a secure location.

PYA QMS:

Under the ISO requirement of the PYA, we are obliged to have continuous monitoring of standards and require the Training Providers to submit the PYA standard forms listed below following each course:

- *Course Daily Registration Form*
- *Learner Assessment Record: Completed Assessment paper for each student (to include both Practical assessment and Theory assessment marks, with trainer's evaluation if relevant).*
- *Quality Improvement Plan:*
 - *Student course Critique /feedback form*
 - *Trainer course Critique/feedback form*
 - *Any action taken following feedback or complaints from Students and Trainers.*

5. On-board Training A training provider can apply for PYA GUEST© accreditation where they intend to provide the PYA GUEST© training on board a yacht. In such circumstances there are additional requirements to be met in the specification of the training provider's QMS.

- There should be evidence that the training provider has established in advance that the yacht has all of the materials and equipment required for the practical elements of the course as defined in the PYA GUEST© Guidelines document / Course Description.
- There should be evidence that the training provider had established in advance that there are adequate facilities for the theoretical parts of the course, including, where appropriate: audio visual apparatus, sufficient space for each student, a writing surface for note taking etc.
- There should be evidence that the training provider has made clear to the yacht in advance that the PYA GUEST© Guidelines requires a minimum number of guided learning hours for their courses and that if students are repeatedly removed during the training, to carry out other duties, that they may not be awarded a PYA GUEST© certificate.
- As part of the site audit during an initial accreditation visit, and for those training providers who do not have Shore based facilities to inspect, we will require sitting in on an on-board training course. Therefore all of the above criteria in this section must have been accomplished before the visit. It is the responsibility of the training provider to make available advance notice of any onboard training being planned to the PYA main office; such advance notice should be given as early as possible and should contain the name of the yacht and its location and contact details, and with written permission obtained (email acceptable) that the yacht in question would allow a course inspection visit from a PYA representative. The visit is deemed part of the audit for accreditation and the inspector would be discreet and in keeping with onboard etiquette.

The training provider must be legally constituted in whichever national jurisdiction forms its main base of operations and must comply with all relevant legal and fiscal requirements of that jurisdiction.

6. Legal Status and Responsibility The person functionally responsible for the operation of the training center will be named as the Principal for the purposes of these terms and will be held accountable for the conduct of training in accordance with the 'PYA GUEST© Guidelines' published by the PYA and for the award of each certificate issued under these conditions. The name of this person will be stated on the PYA GUEST© Certificate of Accreditation.

7. Legal Liability and Insurance *It is the responsibility of the training provider to ensure adequate and relevant insurance. And to ensure compliance with any statutory or common law duty of care owed to trainees by the named training center. The training provider is to undertake that the activities of the establishment will at all times be covered by public liability insurance to a value of at least € 1 000 000, (one million euros).*

8. Publicity and Advertising

GUEST Brand

- The approved training provider can only use the PYA logo and GUEST© trademark to advertise any activities that have been accredited and approved by the PYA.
- The training provider can only display or use any PYA & GUEST logos after accreditation is confirmed.
- The training provider must undertake not to do anything which will or may damage the image and reputation of the PYA, or which may otherwise bring the PYA into disrepute.
- The training provider must ensure that both PYA logo and GUEST logo is on all accredited certificates issued.

For industry to identify that you are GUEST Approved & offering the GUEST training modules.... Please ensure YOUR website and marketing has the following information:

GUEST logo, PYA "Accredited" logo, Link to the GUEST website, Link to the GUEST Program Facebook page, Consistent with GUEST PYA course titles

9. Approval of Accreditation
- The PYA may, at its absolute discretion, grant or refuse accreditation.
 - If the PYA, in its reasonable opinion, does not have confidence in the principal or management of the training provider to deliver or maintain the approved standards as laid out in the PYA GUEST© Guidelines, it may withdraw the accreditation at any time.
- Renewal of Accreditation
- Non-payment of certificate fees will result in withdrawal of accreditation and action being taken.
 - It is the responsibility of the Training Provider to Inform PYA of any changes that relate to the GUEST approved courses viewed at the last accreditation visit; including but not limited to, change of Principal, change of Trainers or additional Trainers, facilities, course material, course notes and handouts. **These changes must be notified to the PYA main office without delay.**
- Withdrawal of Recognition
- Changes to Accreditation Process
- Annual renewal of recognition is subject to audits and feedback meeting the requirement laid out in this agreement document.

The audit process and ongoing recognition will be as follows:
You will be invoiced accordingly on this basis.

| Period | Conditions |
|--------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Year one initial audit & set up | Audit fee, plus additional module(s) fee. Plus auditors expenses |
| Year three 3 rd year site audit & visit | Audit fee Plus auditors expenses |
| Ongoing Annual recognition fee | Annual recognition fee will be due each year. Training Providers to supply the required QM forms following each course as listed in this document. PYA reserves the right to ask for a site audit visit subject to any major changes since the last site audit completed and if deemed necessary. This will be decided on a case by case basis and auditors expenses will be covered by the Training Provider. |
| Year eight Site audit due | Auditors expenses |

The PYA reserves the right to amend the GUEST© Accreditation Guidelines and PYA GUEST© Agreement and Terms and Conditions on annual reviews of the processes and in consultation with the PYA ISO systems.

10. Costs and fees
- As part of the accreditation requirements, the training provider will need to be a PYA **Corporate Member**.
- The training provider will be responsible for the auditor's actual costs, including travel, subsistence and accommodation.
- The training provider will be responsible for the costs of the initial and ongoing annual recognition fees.
- It is part of this agreement that the Training Provider be responsible for collecting the certificate fee from the student, either as part of the course fee or otherwise, and is responsible for paying the certificate fee to PYA by credit card via the Sea ID payment platform.

Payment of certificate fees under the agreement with Sea ID (the payment platform):

- The certificate fee invoice should be paid 30 days from the date of the invoice issue date. Non payment may result in suspension of accreditation from PYA.
- Sea ID only accepts payment by credit card. Payment by credit card can be made as per invoiced amount or with a pre-loaded account to reflect the average payments due.
- If the invoices are not being paid on time then Sea ID will insist that you preload your account.

Current Fees 2016

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| PYA Corporate membership fee | 100€ joining fee 200€ annual membership fee |
| Audit fee is due on initial application and on the third year of accreditation. | 500€ (or currency equivalent) for audit visit, includes one module for accreditation <i>Additional charges for auditors expenses, including travel, accommodation & sustenance.</i> |
| Additional modules for accreditation | 50€ (or currency equivalent) for each additional module |
| Annual recognition fee from third year. | Based on number of modules accredited x 50€ each per annum. |
| Certificate fee | 25€ per certificate issued |

(Please note: fees are subject to review)

11. Certificates issued by Training Provider and PYA/Sea ID Certificate Registration Platform

- It is the responsibility of the Training Provider to issue its own Course Completion Certificate to each successful student. This certificate must include the PYA Accredited Logo and PYA GUEST© token (see below for details). The Training Provider **MUST** keep a copy of each certificate issued. **(This is part of the Audit Procedure)**
- All students attending a PYA GUEST© accredited course must have their details uploaded onto the certificate registry; and It is the responsibility of the Training Provider to notify PYA of each certificate they have issued under the PYA GUEST© program by registering it in Sea ID Certificate Register.
- Sea ID manages the digital certificate registry for the PYA GUEST© program (and other, non-PYA certificates). PYA is only registering the certificates issued by the Training Provider in the Sea ID certificate registry
- It is the responsibility of the Training Provider to provide the following information of each student using the tools provided by SEA –ID. **(This information IS required as part of the Audit procedure):**
 - *Course dates*
 - *Full name of student (as it appears in the student passport or ID)*
 - *Name of PYA GUEST© approved instructor who has taught the course*
 - *Email address of student*
 - *Passport or ID number of student*
 - *Year of birth of student*
- The Training Provider will be given its own account (username and password) for the Register app from Sea ID.
- It is the responsibility of the Training Provider to nominate an appropriate responsible person to manage the Sea ID account and enter the student details into the registry.
- The Sea ID Certificate Registry will issue a unique registration number for each student who passes, with details of the course attended, in the form of a “token”.
- The Training Provider will only be charged for each token issued.
- The token can be cut and pasted (drag and drop a .jpeg) onto the Training Providers certificate. The token appearing on a course completion certificate satisfies the Training Providers obligation to register a certificate under this PYA GUEST© agreement.
- The token can be downloaded as a second page (A4 PDF) and issued to the student along with the course completion certificate. (This can also be kept by the Training Provider as a record). Both the

token and the PDF registration receipt can be re-downloaded at any time, as long as the TP is part of the GUEST© program and the account with Sea ID is active.

- It is the responsibility of the Training Provider to ask Sea ID for revocation of a certificate registration if they fail the course or do not meet the GLH (guided learning hours) as laid out in the PYA Guidelines or an error is made. The certificate fee will not be charged for any certificates that have been revoked before the end of the billing cycle (by default, this is per calendar month).
- It is the responsibility of the Training Provider to check that all tokens issued are correct before the invoice is issued. For security purposes, the Register is locked after invoicing and records can not be altered.
- It is the responsibility of the Training Providers to ensure that successful students, receiving a course completion certificate, has the PYA logo and Sea ID "token" recorded clearly on the relevant certificate to be issued. Failure to record certificates in this way will mean that the certificate will not be recognised as being approved by PYA and could lead to the Training Providers accreditation being withdrawn.

TO BE SIGNED ANNUALLY BY THE PRINCIPAL OF THE ACCREDITED TRAINING PROVIDER:

I have read & understood this Training Providers Agreement being the CONDITIONS OF RECOGNITION | TERMS & CONDITIONS OF PYA GUEST© ACCREDITATION between (Training Provider) :and PYA.

Name of Principal:

Date:

Signature:

Training Providers Application form for PYA GUEST® Accreditation / Continued Accreditation

FOR: Initial accreditation application/ Change of details & updates / Continuation of accreditation

PLEASE USE CAPITALS THROUGHOUT

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| 1. Please tick one of the following: Forms that are not signed and dated cannot be processed. | | |
| <input type="checkbox"/> Initial application for accreditation. | <input type="checkbox"/> Change of details for existing accredited course /s or additional courses. | Continuation of accreditation application: year 1 / year 3 / year 8 / year 13/ year 18 |
| 2. Full Name of Training Centre | | |
| Address for Correspondence Country Post code | Centre Tel : Centre Fax : Centre Email : Centre Website : | |
| 3. Full Name of Principal:- | | |
| Indicate status of Principal (i.e. whether owner / director / position at centre) | Principal's Tel: (home / day / office) Principal's Email | |
| 4. Please indicate which course(s) you wish to have PYA accreditation: | <input type="checkbox"/> PYA Yacht Interior Advanced Laundry Service Module <input type="checkbox"/> PYA Floristry & Plant Maintenance Module <input type="checkbox"/> PYA Barista & Hot Beverages Module <input type="checkbox"/> PYA Advanced Wine Appreciation Level 1 Module <input type="checkbox"/> PYA Advanced Wine Appreciation Level 2 Module <input type="checkbox"/> PYA Advanced Bartending & Mixology Level 1 Module <input type="checkbox"/> PYA Advanced Bartending & Mixology Level 1 Module <input type="checkbox"/> PYA Yacht Interior Leadership & Management Module | |
| <input type="checkbox"/> PYA Yacht Interior Introduction Module | | |
| <input type="checkbox"/> PYA Yacht Interior Basic Food Service Module | | |
| <input type="checkbox"/> PYA Wine Bartending & Mixology Introduction Module | | |
| <input type="checkbox"/> PYA Yacht Interior Administration and HR Module | | |
| <input type="checkbox"/> PYA Yacht Interior Advanced Service level 1 Module | | |
| <input type="checkbox"/> PYA Yacht Interior Advanced Service level 2 Module | | |
| <input type="checkbox"/> PYA Yacht Interior Advanced Housekeeping & Valet Services Module | | |
| 4.1: Do you wish to offer On-board training: | | YES/NO |
| 5. You have read and accept the definitions as indicated in the PYA GUEST® Guidelines REV 12: <i>It is essential that you have read and understood the PYA GUEST Guidelines that regulate the course structure, content and GLH.</i> | | YES / NO |
| 5.1 You have read and accept the terms & conditions as laid out in the Training Providers PYA GUEST® Agreement REV15: <i>It is essential that you have read and understood the Training Providers Agreement and the terms and conditions laid out in the agreement between your Training Center and the PYA.</i> | | YES/ NO |
| 6. Please indicate that you understand the certification requirements in the Training Providers PYA GUEST® Agreement REV15. The training provider is responsible for certificate fees. | | YES / NO |
| 7. We are a PYA Corporate Member and wish to promote our PYA GUEST® accredited courses on the PYA Course Calendar | | YES / NO |

8. Please supply the supporting documents listed below with this application:-

This section is part of the ISO / QMS so please ensure each document has a Reference or Revision number and Date on each page.
Please supply amended forms and CV's when applicable. (Please refer to [Training Providers PYA GUEST© Agreement REV15](#) for details).

- Instructors qualifications, current CV with photo and references
- Instructors Course Notes and Lesson Plans
- Student Course Notes and Hand outs
- A list of all teaching aids and materials to be used for each course
- Learner Assessment Reports for each module
- Quality Improvement Plan
- Risk Assessment for each course
- Evidence of a Quality Management System
- Training Center Booking / Registration Form
- Booking procedure including Terms and Conditions of Booking
- Course Attendance Form
- Student Feedback Form
- Trainer Feedback and Follow up Process
- Evidence of Insurance Cover (in date)
- Evidence of being a legally Registered Company

Initial PYA GUEST© accreditation fee must accompany this application form. (please indicate which payment is due)

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| <p>9. Payment</p> <p><input type="checkbox"/> Initial accreditation fee</p> <p><input type="checkbox"/> 3rd Year accreditation fee</p> <p>NOTE this fee is due prior to a site audit and facility visit.</p> | <p><i>I enclose a cheque /credit card details for 500 euro's for the inspection indicated. Please add a further 50euros per additional course X(number of courses)</i></p> <p><i>Total payment =Euros</i></p> <p><i>I understand that it is a condition of recognition that the inspection fee is payable to the PYA on receipt of the invoice prior to the inspection.</i></p> <p>Date _____ Signed: _____</p> |
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| <p>9. Payment</p> <p><input type="checkbox"/> Continuous annual recognition fee due after the 3rd year.</p> | <p>Continuous annual recognition fee (170e) is due per year and will be invoiced by the PYA after the 3rd year of continuous recognition.</p> <p>Date _____ Signed: _____</p> |
|-------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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| Credit card details | Card type: | Name on card: | | |
| | Card number: | | | |
| | Expiry Date: | | Security code: | |

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| 10. All applications to complete: | <p><i>I apply for recognition of the above named courses, having read the Training Providers PYA GUEST© Agreement REV15 as set out by the PYA.</i></p> <p>Date _____ Signed: _____</p> <p>Name: (Principal)</p> |
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| Office use:- | Approved by | Date: | Sign: |
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