

## **Booking Terms & Conditions**

1.1 These terms and conditions (the "Terms") are the basis of the contract (the "Contract") between Fit4Training Limited ("Fit4Training"/"us"/"we"/"our") and you.

1.2 You should print a copy of these Terms or save them to your computer for future reference.

1.3 We may amend these Terms from time to time. Every time you wish to make a booking with us, please check these Terms to ensure you understand the terms which will apply at that time.

## **APPLICATION OF THESE TERMS**

2.1 Payment of the requisite fee ("deposit") is an offer by you to enter into a binding contract with us, which we are free to accept or decline at our absolute discretion.

2.2 We intend to rely upon these Terms and any document expressly referred to in them in relation to the Contract between you and us. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these Terms to be confirmed in writing.

2.3 We have the right to revise and amend these Terms from time to time. You will be subject to our Terms (including policies and procedures) in force at the time that you enrol on a course with us, unless any change to those policies or these Terms is required by law or government or regulatory authority in which case the same will apply to courses you have enrolled on or started.

2.4 If you do not provide us with the requisite information, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may make an additional administration charge of a reasonable sum to cover any extra work that is required or choose to cancel this Contract.

## **APPLICATION, ENROLMENT, PAYMENT AND COURSE COMPLETION**

3.1 Applications will only be accepted with payment of the £125 deposit upfront, although please note that some courses require payment of the full fee. Please note that the deposit **and** the cost of all learning resources including elearning and manuals (at time of booking) are non-refundable. When courses are paid upfront, £125 of the full fee paid is treated as the non-refundable deposit.

3.2 If your course requires you to have a particular qualification, you must provide proof of that qualification when enrolling or email it to michelle@fit4training.com at the earliest opportunity.

3.3 All course bookings are subject to availability.

3.4 If you are unavailable when course materials are delivered to the address provided by you and they are not collected from the local depot an additional distribution fee may be charged if we are required to take receipt of, collect and/ or redeliver the materials.

3.5 Our stated course fees include any delivery charges we incur to send course materials to a UK mainland address other than as stated in these Terms. Please note if your course materials have to be delivered to a non UK address, you accept liability for the delivery charge we will incur. Please contact our office on info@fit4training.com to check the delivery charge for the said course materials.

3.6 Please print your name clearly on the registration form. Your name will appear as detailed on the form on your certificate. Fees apply if you wish to order a reprint of your certificate – [www.fit4training.com/order-certificate-reprint](http://www.fit4training.com/order-certificate-reprint).

3.7 Where the course you have enrolled on includes online elearning, the module access is limited to 300 days only. This is a timeframe set by YMCA Awards and further fees will be applicable should you wish to extend access beyond 300 days.

3.8 In extenuating circumstances, we appreciate you may need to extend your course beyond the 12 month timeframe. It is very important that you notify us BEFORE your 12-month timeframe passes, as at this point, you will be withdrawn. To extend your course, we will look to ensure that you have made good progress through your course during the 12 months and that you have kept in touch with your assessor of your progress. You will need to agree an action plan with your assessor and agree a new course end date, which must be within 2 years of your original enrolment date. We CANNOT extend courses beyond this time.

3.9 If the course you are enrolling on includes an observation to assess practical skills such as delivery of an exercise session, then ALL remaining coursework must be passed within 6 months of passing this practical observation. After 6 months has passed (if you are still within your total course time, see clause 3.8), then you will need to be re-assessed on the practical observation.

#### **LATE PAYMENTS**

4.1 Where payments are made by agreed instalments and those instalments have not been paid on the due date, we reserve the right to withhold the release of examination results and/or delay the marking of course work until outstanding sums are paid. We reserve the right to suspend access to online accounts and/or treat the course as being cancelled and offer the place to another student. No refund of any course fees paid by you will be made.

#### **CHANGES AND CANCELLATIONS BY YOU**

##### **5.1 Cancellation under the Distance Selling Regulations**

5.1.1 If you are a consumer and make a booking via our website ([www.fit4training.com](http://www.fit4training.com)) or by telephone, you have a legal right to cancel a Contract under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, during the period set out in clause 5.1.3. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to enrol on a course, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract under these regulations is available from your local Citizens' Advice Bureau or Trading Standards office.

5.1.2 If you exercise your legal right to cancel under The Consumer Contracts Regulations 2013, you will receive a full refund of the price you paid when booking and any applicable delivery charges you paid for. We will process the refund due to you as soon as possible and, in any case, within 30 calendar days of the day on which you gave us notice of cancellation as described clause 5.1.3.

5.1.3 Your legal right to cancel a Contract starts from the date when a booking is made - which is when the Contract between yourself and Fit4Training is formed. You have a period of 14 (fourteen) working days in which you may cancel the booking, starting from the day after the day when the booking is made. Working days means that Saturdays, Sundays or public holidays are not included in this period. Your booking will not be processed until 14 working days after your booking was made unless you specify on your registration form you

wish for your application to be processed straight away, but your legal right to cancel and receive a full refund will then not apply.

5.1.4 If your course is due to start within 14 (fourteen) working days of when a booking is made, your legal right to cancel under The Consumer Contracts Regulations 2013 will not apply. This includes any LIVE course involving home study/distance learning/online learning, which commences upon enrolment.

## 5.2 Other rights of Cancellation.

5.2.1 We understand that occasionally, due to unforeseen circumstances, applicants may need to alter or cancel their arrangements. In these cases every effort will be made to accommodate the change, although please be aware that it may not always be possible. There may also be a delay in enrolling you onto an alternative course. To request an alteration or to cancel your course booking you must send a letter of cancellation, together with an alternative booking (where applicable) to our Head Office no later than:

5.2.1.1 for full distance/online learning courses within 4 weeks of the original booking date; or

5.2.1.2 for any other course that includes an attendance day(s) – no later than 4 weeks before the start of the original course.

5.3 Any alterations and/or cancellations are at our discretion and are subject to an administration fee, as outlined below.

5.4 Provided your request is received by us within the timeframe specified above then:

5.4.1 where you wish to transfer to an alternative course and we are willing accommodate your request then any fees paid, including the deposit, will be transferred to the alternative course; or

5.4.2 where you wish to cancel your course booking but do not wish to enrol on an alternative course, where approved, we will refund you the balance of the fees paid, less £125, cost of resources you have already received plus any Awarding Body registration costs already paid out.

5.4.3 no transfers will be accepted later than 4 weeks before the start of the original course – see clause 5.6 for transfer fees. Unfortunately, there will be no exception made for illness, work or family commitments.

5.5 In any case, no refund will be given for changes or cancellations (irrespective of circumstances/reason) made with after 4 weeks of original book date (for distance online learning course) or less than 4 weeks notice of attendance day(s) and under no circumstances will the £125 deposit or cost of resources already issued and Awarding Body fees be refunded.

5.6 The following administration charges will apply to all alterations:

5.6.1 LIVE courses will be liable to an administration fee of £125.00 if transferring within 4 weeks of your first day on the course; and/or

5.6.2 Subsequent transfers will be liable for an administration fee of £125 irrespective of notice period;

5.6.2 Failure to attend a scheduled exam/assessment (all courses), without notice will be liable to an administration fee of £20.00.

5.7 In cases where a refund of fees is due, this will be returned to you (at our election) either by cheque or BACS payment. The administration fee will be deducted from the amount refunded. We will aim to make this payment within 28 days of your notifying us of the cancellation. If you wish to transfer courses more than once, we reserve the right to charge an administration fee in respect of each individual transfer and/or alteration.

5.8 We reserve the right to make additional charges on cancellation to cover costs incurred by us in respect of course materials, online learning registrations and/or tutor time. You will be notified of any charges that may be applicable on cancellation.

#### **CHANGES AND CANCELLATIONS BY US**

6.1 If circumstances arise that are beyond our control, it may be necessary from time to time to cancel course dates (does not apply to postponed courses), content, venues and prices from those published. Whilst we will make every effort to transfer your booking to the next available course at your preferred venue, it should be noted that we will not be held liable for any costs/losses incurred as a result of any such changes. If we are no longer able to provide your course, we will ask you to return any course materials to us (at our expense) in the condition as originally delivered to you and refund to you any fees paid to date when we receive the materials as required.

6.2 We reserve the right to remove from any course, students that fail to comply with its standard practices and procedures. We reserve the right to refuse enrolments and/or suggest alternative arrangements if we believe that it will not be in our best interests of other participants and/or the individual concerned to attend one of our courses.

#### **LIABILITY**

7.1 If you are a business, subject to clause 7.4, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- 7.1.1 any loss of profits, sales, business, or revenue;
- 7.1.2 loss or corruption of data, information or software;
- 7.1.3 loss of business opportunity;
- 7.1.4 loss of anticipated savings;
- 7.1.5 loss of goodwill; or
- 7.1.6 any indirect or consequential loss.

7.2 In any event, our liability to you in respect of any claim made will not exceed the course fee paid by you.

7.3 If you are a consumer, if we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.

7.4 We do not in any way exclude or limit our liability for:

- 7.4.1 death or personal injury caused by our negligence;
- 7.4.2 fraud or fraudulent misrepresentation;

7.4.3 any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

7.4.4 any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and

7.4.5 defective products under the Consumer Protection Act 1987.

#### **INTELLECTUAL PROPERTY**

8.1 "Fit4Training" is a trade mark. You do not have any right to use these marks unless we specifically consent to you doing so.

8.2 All written materials supplied by us to you shall belong to us until payment in full has been received.

8.3 If we provide you access to any online subscription materials, you acknowledge that such access is granted to you solely as a licensee. This licence will terminate on completion of your course or cancellation, whichever is the earlier.

8.4 All course materials and any online subscriptions are provided solely for your personal use in connection with your course. You may not copy, reproduce or modify any such materials, nor permit any third party access to them.

#### **DATA PROTECTION**

9.1 Data collected from you will be used to administer the course or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information. Subject to clause 9.2, we will not pass your data to third parties. You agree to comply with the provisions of our privacy policy which can be found on our website and in our student handbook.