

HFE Booking Terms of Business (V6.0 – Sept 2021)

## 1. DEFINITIONS

- 1.1 “Addendum” means the Addendum attached to the conditions;
- 1.2 “Application” means the Application by you for a place on a Course;
- 1.3 “Application Form” means the technique you use to make an Application – this may be the submission of a booking form on the Website, a booking made by email or a telephone booking;
- 1.4 “Business” includes a trade or profession;
- 1.5 “Commencement Date” the first day of the Course requiring your attendance, as detailed on the Application form for the Initial Course;
- 1.6 “Consumer” means an Individual;
- 1.7 “Course” means the course advertised on the Website for which you have submitted an Application and in respect of which a welcome letter has been sent. This may be a Course which requires your attendance and which has a Commencement Date, or a fully online course, requiring no attendance from you;
- 1.8 “Course Fees” means the fees charged by Health and Fitness Education in respect of a course, support services, course materials, awarding body fees, and payable by you;
- 1.9 “Deposit” means the sum in pounds sterling payable by you to secure a place on a Course;
- 1.10 “HFE” means Health and Fitness Education;
- 1.11 “Health and Fitness Education” or “HFE” or “we, us or our” means Health and Fitness Education Limited (Company Number 06193462) whose registered office is 7-8 Roundhouse Court, Barnes Wallis Way, Buckshaw Business Centre, Chorley, Lancashire, PR7 7JN;
- 1.12 “Individual” means any natural person who is acting for purposes which are outside his business;
- 1.13 “Initial Course” means the first Course applied for and in respect of which an application has been accepted and a welcome letter sent;
- 1.14 “Offer” means the offer from Health and Fitness Education to you in respect of a place on a Course;
- 1.15 “Services” means the details of the Services which appear in the Addendum;
- 1.16 “Website” means the website under the domain name <https://www.hfe.co.uk> and/or <https://student.hfe.co.uk>
- 1.17 “Welcome Letter” means acknowledgement of the Application and confirmation of acceptance of you on a Course;
- 1.18 “you, your” or “student” means the student on the Course;
- 1.19 Each reference in these Terms and Conditions to writing and any similar expression includes electronic communications whether sent by e-mail, fax or other means.

## 2. INFORMATION ABOUT US

- 2.1 The Website is a site operated by us. We are registered in England and Wales under company number 06193462 and with our registered office at 7-8 Roundhouse Court, Barnes Wallis Way, Buckshaw Business Centre, Chorley, Lancashire, PR7 7JN. This is also our main trading address.
- 2.2 All of our Courses are recognised by the Register of Exercise Professionals and are certified through Central YMCA Qualifications and/or Active IQ.
- 2.3 All of our tutors are fully qualified teachers, trainers and/or assessors.

## 3. YOUR STATUS

By making an Application over the phone, by email or through the website, you warrant that:

- 3.1 You are legally capable of entering into binding contracts; and
- 3.2 You are at least 18 years old.

## 4. GENERAL

- 4.1 These Terms and Conditions govern the sale and provision of the Services by us and will form the basis of the contract between us and you. Before submitting an Application please ensure that you have read these Terms and Conditions carefully.
- 4.2 After submitting an Application, you will receive an e-mail from us acknowledging that we have received your Application and informing you about these terms. Please note that this does not mean that your Application has been accepted.

4.3 If your Application is successful we will make an Offer to you which will be conditional upon payment of the Deposit when due. An agreement will be made between you and us upon payment of the Deposit in accordance with Clause 7.2 and we will then send you your learning materials and confirmation of enrolment.

4.4 We shall ensure that the following information is given or made available to you prior to the formation of the contract between us and you save for where such information is already apparent from the content of the transaction.

- 4.4.1 Services which we will be providing;
- 4.4.2 Our identity and contact details for the Services;
- 4.4.3 The total price for the Services;
- 4.4.4 Arrangements for payments;
- 4.4.5 Our complaints handling policy; and
- 4.4.6 The duration of the contract where applicable or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract.
- 4.5 By making a booking you agree to be bound by these terms and conditions which shall prevail over any inconsistent terms or conditions contained or referred to in any other documents.
- 4.6 We draw your attention to Clause 17 in relation to limitation and exclusion of our liability to you.
- 4.7 You should ensure that the following information is given or made available to you prior to the contract between us.

## 5. PROVIDING THE SERVICE

- 5.1 As required by Law we will provide the Services with reasonable skill and care, consistent with best practices and standards, and in accordance with any information provided by us about the Services and about us.
- 5.2 We will make every reasonable effort to provide the Services on time but will not be responsible for any delays if the event is outside our control see Clause 18.
- 5.3 If we require any information or action from you in order to provide the Services we will inform you of this as soon as reasonably possible. If the information or action required of you under this Sub Clause is delayed incomplete or otherwise incorrect we will not be responsible for any delay caused as a result. If additional work is required from us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or action on your part we may charge you a reasonable additional sum for that work. In the circumstances for example where there is a delay in you sending us information or taking action required under this Sub Clause we may suspend the Services (and will inform you of that suspension in writing).
- 5.4 In certain circumstances for example where we encounter a technical problem we may need to suspend the Services in order to resolve the issue. Unless the issue is an emergency and requires immediate attention we will inform you in advance in writing before suspending the Services.
- 5.5 If the Services are suspended under Sub Clause 5.4 you will not be required to pay for them during the period of suspension. You must however pay any invoices that you have already received from us by their due date.
- 5.6 We always use reasonable efforts to ensure that our provision of our Services is trouble free, if however there is a problem with the Services we request that you inform us as soon as reasonably possible and we will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.
- 5.7 We will not charge you for remedying problems under this Clause 5 where the problems have been caused by us, any of our agents or employees or sub-contractors or where nobody is at fault. If we determine that a problem has been caused by incorrect or incomplete information or action provided or taken by you, Clause 5.3 will apply and we reserve the right to charge you for remedial work.

## 6. LEGAL RIGHTS

6.1 As a consumer you have certain legal rights with respect to the purchase of the Services under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the Consumer Rights Act 2015. For details of your legal rights and guidance on exercising them it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office.

## 7. COURSE PLACES AND DEPOSIT

7.1 All Course places are subject to availability and are offered on a first-come first-served basis.

7.2 We will be pleased to offer you a place on a Course in accordance with the Offer and its availability if you (or someone on your behalf) pay the Deposit to HFE. We cannot guarantee you a place on a Course if you do not pay the Deposit within this period.

7.3 Subject to your right to cancel this agreement within the Cooling-off Period as set out in Clause 9, the Deposit shall be non-refundable. Payments can be made by cheque, credit/debit card, bank transfer or postal order.

## 8. COURSE FEES

8.1 The Course Fees detailed on the Website are subject to change from time to time and are indicative only. Where a Course is funded by an agency, (including government funding agencies) the prices may vary from those detailed on the Website to accommodate the additional administrative costs.

8.2 The cost of the Course will be set out in the offer provided that the Deposit is paid when due in accordance with Clause 7.2 above. If you do not pay the Deposit when due and we subsequently alter the Course Fees (after the date of the Offer but before payment of the Deposit) we will notify you of this in writing and our Offer will be amended to take into account the revised Course Fee.

8.3 Monthly payment plans in respect of the Course Fee are available for individuals upon request, however certificates will not be issued until all Course Fees have been received by us. Further details are provided in the Addendum.

8.4 Interest will be charged to Individuals on any overdue amounts payable to us pursuant to this agreement at the rate of 2% a year above the base lending rate of Santander from time to time. This interest shall accrue on a daily basis from the due date of payment until the date of actual payment of the overdue amount, whether before or after Judgement. You must pay us interest together with the overdue amount.

8.5 If you are a Business then all payments for Course Fees are due within 30 days of invoice.

8.6 HFE reserves the right to charge interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 on any amounts overdue for bookings made by Businesses. If you have not paid the Course Fees by the start date of the Course we reserve the right to withdraw your place on the Course and charge you a cancellation fee in accordance with Clause 9.

8.7 Your place on the Course may be at risk if you do not pay the Course Fees when due. In addition, we reserve the right to pursue a claim against you for any outstanding fees and losses arising from any delayed or deferred payment. We also reserve the right to pass on your debt to our appointed recovery specialists who will recover the funds on our behalf: this route will inevitably incur additional charges and fees.

## 9. CANCELLATIONS

9.1 Once a Business application has been accepted for a Course then there are no cancellation rights available. Businesses placing bookings can substitute a person from the same organisation providing the substitute is made in advance of the Initial Course date. It is the responsibility of the Business to ensure that any Learning Materials supplied are passed to the new attendee. If we are required to re-issue Learning Materials, these will be chargeable in accordance with the fees set out in the Addendum.

9.2 In respect of Individuals in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the Consumer Rights Act 2015, you may cancel this Agreement by submitting to the address below, or via email to [admin@hfe.co.uk](mailto:admin@hfe.co.uk), the appropriate cancellation form. This form must be submitted within 14 days of the date your Course booking was made ("Cooling-off Period") and can be retrieved from the following webpage: <https://www.hfe.co.uk/info/policies/cancellation-policy/>

9.3 If you cancel a Course within the Cooling-off Period, you will be entitled to a refund of all monies paid within 14 days of receipt by us of all the materials supplied to you, provided that these are fit to be reused.

9.4 If you cancel a Course after the end of the Cooling-off Period, but at more than 28 days prior to the Commencement Date of a Course, then you will be liable to pay a sum equal to the difference between the deposit paid and 50% of the total Course Fees.

9.5 If you cancel a Course within 28 days of the Commencement Date of the Course then you are liable to pay all Course Fees.

9.6 If your Commencement Date is within 14 days of the date of your booking is made, your legal right to cancel this agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 will not apply.

9.7 If you cancel a fully online course that has no attendance requirements or Commencement Date within the Cooling-off Period, you will be entitled to a full refund of all monies paid within 14 days of receipt by us of all the materials supplied to you, provided that these are fit to be reused.

9.8 If you cancel a fully online course that has no attendance requirements or Commencement Date outside of the Cooling-off Period, you will not be entitled to a refund of any monies paid and all fees will be due. If you are paying for your course via a monthly payment plan, you will be required to continue making these payments in-line with the terms of your Credit Agreement (refer to the Addendum: Monthly Payment Plans).

9.9 If you use any of the Services provided by us, you waive your right to cancel this agreement and the provisions of Clause 9.4 and 9.5 above shall apply.

9.10 If we have provided you with Course Materials, you must return these to us within 7 days of your cancellation date. All Course Materials must be returned before any refund will be paid to you. If you do not return the Course Materials, or they are returned damaged, you will be liable for the cost of replacing them. Course Materials will be charged at the rates shown in the Addendum. We reserve the right to amend from time to time fees shown on the Addendum and will notify you 28 days prior to any change

9.11 If we reserve you a place on a Course and you fail to attend without formal cancellation pursuant to Clauses 9.3, 9.4, 9.5 or 9.6, you will be liable for the entire Course cost, irrespective of whether you intend to complete the Course at a later date or not. If you do wish to complete your Course, subject to availability, we may be able to permit you to transfer your Course in accordance with Clause 10.

9.12 Unless made within the Cooling-off Period, course cancellations will not be accepted if you have already transferred your Course to a later date, as per Clause 10. The "Cooling-off Period" relates to the initial Course and not to any Course that you have transferred to, or substituted for the initial Course.

## 10. TRANSFERS

10.1 If you wish to make a Course transfer, you should do so using the appropriate transfer request application, which can be retrieved from following webpage <https://www.hfe.co.uk/info/policies/transfers>. This transfer request can be submitted by post, to the address in Clause 2, or via email to [admin@hfe.co.uk](mailto:admin@hfe.co.uk). Under no circumstances will any indication, expression or request to transfer your Course be considered or accepted unless it is completed using the correct transfer application.

10.2 If there is a request to transfer a Course within the Cooling-off Period, there will be no further fees due from you in respect of the Course, as detailed on your enrolment form. If there is a further request for a second or subsequent transfer, fees will be payable as set out in the Addendum. Subject to any agreed monthly payment plan, we will not be able to complete your transfer, or confirm your new Course reservation until all Fees have been paid in full. In order to prevent the transfer fee from increasing you should pay your transfer fee promptly and at the time you submit your transfer request. Please note the transfer fees are set out in the Addendum.

10.3 You can make a maximum of 2 course transfers per booking, after which, we reserve the right to refuse any further transfers to you. Furthermore, if you are eligible for a free transfer (subject to the notice timescales detailed in the Addendum), you will only be permitted to transfer your Course without payment for your Initial Course. Any other transfers will be charged at the rates set out in the Addendum.

10.4 If you transfer your Course, you are still required to settle your Course Fees in accordance with the terms of the 'original' Application, and by the due date detailed on your sales invoice. Additionally, you will not be eligible for any refund of Fees paid if the cost of the new Course is less than the cost of your Initial Course.

10.5 If you choose to pay your Course Fees on one of our monthly payment plans which are available for Individuals, Course cancellations will still be subject to Clause 9.

## 11. RE-ASSESSMENT FEES

11.1 In the unfortunate event that you do not meet the assessment criteria during the Course a re-sit charge will be applicable for any assessment that you are required to re-sit. The re-sit must be taken within 6 months of the original assessment date and paid for in full 14 days before the assessment date. If you do not take the re-sit within 6 months then you will fail the Course. Re-sit fees are set out in the Addendum.

11.2 Re-assessment fees are non-refundable outside of the Cooling-Off Period. In the event that you book an assessment or re-sit and fail to attend, the charges as set out in the Addendum will apply for the missed assessment. All subsequent re-assessments will also be chargeable at that rate.

## 12. EXTENSION FEES

12.1 Failure to complete your Course within 6 months of enrolling (or 12 months for multi-course bookings) will render you liable for extension charges, as set out in the Addendum, should you still wish to complete your qualification.

## 13. FUNDED STUDENTS

13.1 This section applies if you are eligible for government (or other) funding ("Funding") towards the Course Fee ("Funded Students").

13.2 Funded Students must complete all relevant applications for Funding and return them to us in sufficient time for Funding to be put into place prior to commencement of the Course.

13.3 We make no warranty as to a Funded Student's eligibility for Funding and we accept no liability in the event that Funded Student is denied or otherwise does not receive Funding.

13.4 Funded Students will remain primarily liable for all Course Fees and will be required to pay the same to the extent not covered by Funding. If you do not return your application for Funding when due or you do not complete the Course or you otherwise fail to obtain or cease to be eligible for Funding you will be required to pay any unpaid Course Fees in accordance with Clause 8.4 or within 28 days of demand if the Course has started.

13.5 Any Funded Student failing to complete a funded Course will not be entitled to a refund for payments made towards such Course.

## 14. ONLINE LEARNING

14.1 Certain Courses involve online learning programmes in addition to practical sessions ("Mixed Programme"). If you are enrolled on a Mixed Programme we will provide you with a username and password to access the relevant part of the Website. You will need to complete part of the qualification for such a Mixed Programme online.

14.2 Access to the online learning platform is restricted to a specific time frame which we will notify to you in writing within the platform.

14.3 All online work must be completed by the planned learning end date detailed in the online learning platform. If you fail to complete all outstanding work by this date extension fees will be payable in accordance with Clause 12. If any work remains outstanding 6 months after the planned learning end date you will fail the Course.

14.4 Use of the Website will also be subject to the Website terms and conditions of use that can be viewed at <https://www.hfe.co.uk/info/website-terms-and-conditions/>.

## 15. COURSE MATERIALS

15.1 The Course Materials will be at your risk from the time of receipt.

15.2 Ownership of the Course Materials will only pass to you when we receive full payment of all sums due from you in respect of the Course.

15.3 We are the owner or the licensee of all intellectual property rights in the Course Materials and all rights in the design text graphics and other material on the Website. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

15.4 Where Course Materials are provided online or by email you may print off copies, and you may download extracts, of any page(s) from our Website for learning purposes only. You must not modify the paper or digital copies of any of the Course Materials we have sent to you or you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

15.5 You must not use any part of the Course Material on our site for commercial purposes.

15.6 Training manuals are charged at varying prices to reflect the different development and production costs involved. Our standard charging policy is 30% of the gross course cost.

15.7 Replacement Course Materials are available upon request but only when the fees set out in the Addendum have been received by us.

## 16. COURSE VENUE & DATES

16.1 HFE reserves the right to change Course venues and dates. This is usually done to ensure that the high standard of training associated with HFE is maintained. In the event of a venue change, we will use all reasonable endeavours to minimise disruptions to your learning and will inform you in writing or by telephone.

16.2 Wherever possible HFE endeavour to re-arrange a Course as soon as possible. Any Course fees payable by you will be transferred to the new Course. If we have to postpone a Course on more than one occasion, then we will offer to refund to you the Course fees you have paid.

## 17. LIMITATION OF LIABILITY

17.1 We shall not to the extent permitted by law be liable for any indirect or consequential loss or damage whatsoever (including without limitation loss of business, opportunity, loss of anticipated savings, loss of data or waste of time).

17.2 Nothing in these terms and conditions shall be construed so as to exclude or limit our liability for death or personal injury as a result of our negligence nor any liability for fraudulent, misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

17.3 Nothing in these terms and conditions shall affect your statutory rights as a consumer under the Consumer Rights Act 2015, Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013.

## 18. EVENTS OUTSIDE OUR CONTROL

18.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control ("Force Majeure Event").

18.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes in particular (without limitation), the following:

- Deleted numbers strikes, lock-outs, or other industrial action; or civil commotions, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
- Impossibility of the use of public or private telecommunications networks.

18.3 Our obligations to you are suspended for the period that the Force Majeure Event continues, and we will have an extension of time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these terms and conditions can be performed despite the Force Majeure Event.

## 19. YOUR RESPONSIBILITY

19.1 It is your responsibility to attend the Course that you have booked with us. We cannot and will not be liable or responsible for any failure on your part to attend part or all of a Course that you have booked, irrespective of the reason(s). We will endeavour to be flexible for you by providing you with the opportunity to transfer your attendance in accordance with Clause 10.

19.2 It is your responsibility to commit the requisite level of time and effort to your studies to enable you to achieve the requirements of the qualification, as dictated by the awarding organisation (e.g. YMCA Awards, Active IQ etc). While we will endeavour to support you as best as we can throughout your Course, we cannot accept any liability for any shortfall on your part to achieve the required assessment standard(s).

19.3 You are responsible for ensuring that you complete your Course within the allocated time frame, as detailed in Clause(s) 11 and 12.

19.4 It is your responsibility to ensure that all of the assessments and assignments you undertake are entirely your own work. Any proven incidences of plagiarism or malpractice within any assessment will result in disciplinary proceedings being brought against you, in accordance with our Learner Disciplinary Policy. Such actions could include but are not limited to further re-assessment charges being levied, the re-completion of all course assignments or your removal from the Course. In the event that you are removed from the Course, you will not be entitled to a refund of any monies paid and will still be liable for any outstanding fees due. We will also be required to disclose such malpractice(s) to the awarding organisation, who may also prevent you from accessing this course with another provider.

## 20. INFORMATION AND DATA

20.1 Any personal information or data supplied by you in your Application (as defined by the EU General Data Protection Regulation (GDPR) 2016/679) will only be used to fulfil our obligations under the terms of this Agreement. We will ensure that we are fully compliant with the provisions of the GDPR.

20.2 In fulfilment of our obligations under the GDPR we will have such systems in place to ensure:

- Full compliance with the GDPR
- Compliance with the 6 Privacy Principles of the GDPR
- Compliance with the 8 Rights that you have under the requirements of the GDPR
- The reliability of all our employees and sub-contractors who may be involved in processing personal information and data

20.3 Any information and data provided by you in your Application or throughout the delivery of the Services shall be stored within our information systems. By making an Application you consent to this information and data being stored.

20.4 We will take all reasonable precautions to preserve the security and integrity of any information or data you supply to us to prevent any corruption, loss, damage, destruction or breach.

20.5 As is our duty as a Data Controller, we will take all reasonable steps to ensure that all of our agents, partners, sub-contractors and awarding bodies (herein referred to as "Data Processors") comply fully with all of the provisions set out above whenever they are required to process your information and data as part of this Agreement. All of our Data Processors are required to sign a written contract outlining their responsibilities and liabilities before they are permitted to process your information and data.

20.6 For more information on our data protection provisions, including the details of our Data Protection Officer, visit: <https://www.hfe.co.uk/info/data-protection/>

## 21. LEGAL

21.1 Notification of queries or complaints must be made to HFE in writing within 7 days of receipt of the Service and or invoice whichever is the later.

21.2 Any indulgence, relaxation or non-enforcement by HFE of HFE's rights under these terms and conditions shall not act as a waiver of and shall be without prejudice to those rights.

21.3 If any Court or competent authority decides that any of the provisions of these terms and conditions are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

21.4 A person who is not a party to the agreement made between you and HFE has no rights under the Contracts (Rights of Third Parties) Act 1999 in respect of such agreement and/or these terms and conditions.

21.5 These terms and conditions shall be governed by construed and enforced in all respects in accordance with English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.

21.6 For clarification on any of the aforementioned terms and conditions, please contact HFE in writing at;

Health and Fitness Education (HFE), 7-8 Roundhouse Court, Barnes Wallis Way, Buckshaw Business Centre, Chorley, PR7 7JN.

Email: [admin@hfe.co.uk](mailto:admin@hfe.co.uk)

Phone 01772 641 091

## ADDENDUM TO THE GENERAL TERMS OF BUSINESS

This addendum sets out our fees in respect of the products and Services outlined in our general Terms of Business.

### TRANSFER FEES:

Course transfers (e.g. changing the days that you are required to attend) will be chargeable at the following rates:

- More than 6-weeks prior to the Commencement Date: £0.00\*
- Less than 6-weeks, but more than 2-weeks prior to the Commencement Date: £100.00
- Less than 2-weeks prior to the Commencement Date: £250.00
- Within 3-months following the Commencement Date: £250.00

\*Subject to Clause 10.3, only 1 free transfer shall be permitted for the Initial Course. Additionally, any transfer made after the Commencement Date shall be chargeable in accordance with the notice period given.

Theory and practical exam bookings are non-refundable and non-transferable.

### EXTENSION FEES:

Course extensions will be chargeable at the following rates:

- Per additional 3 months of study beyond the initial 6 months of learning: £100.00

### RE-ASSESSMENT FEES:

Re-assessments chargeable at the following rates:

- Theory assessments (test-centre): £35.00
- Theory assessments (online): £55.00
- Practical assessments: £75.00
- Case-study assessments: £25.00\*\*

\*Learners booking online exams must ensure that their computer equipment and internet connection meet the minimum standards advertised on our exam booking page. We accept no liability for online exams which cannot be fulfilled because of computer or internet-related difficulties encountered.

\*\*First case-study reassessment is free.

### REPLACEMENT LEARNING MATERIALS:

Replacement learning materials will be chargeable at the following rates:

- HFE training manual: £30.00\*
- Active IQ training manuals: £60.00
- CD-ROM/DVD: £10.00\*

\*inc of UK postage.

### CERTIFICATES:

Certificates will be charged at the following rates:

- Replacement certificates: £60.00
- Unit certificates: £20.00 (each unit)

### SERVICES:

In the context of these Terms and Conditions, 'Services' describes the delivery of a training course, which may or may not lead to industry-recognised qualifications depending on the specific course in question.

The course will include:

- the provision of all learning materials, both print and electronic
- access to our online Learner Management System (LMS) and all of the resources within it
- unlimited remote learning and technical support
- reservation of a place on the course and/or exam at one of our training centres (where relevant)
- registration and certification with the relevant awarding/professional body

### MONTHLY PAYMENT PLANS:

We may in our discretion (subject signing our Credit Agreement) allow Individuals to pay Course Fees on a monthly payment plan (six or twelve payments). If so we will notify you of: –

- (1) the amount of the Deposit and the date when it is due; and
- (2) the amount and due date of each monthly payment.

Subject to your right of cancellation in clauses 9.3, 9.4 and 9.5, 9.6, 9.7 and 9.8 of our Terms of Business, you have an absolute obligation to pay the Course Fees which is not affected by the fact that the time for payment is spread over a monthly payment plan.

This means that if you are paying for your Course on one of our monthly payment plans and you subsequently cancel/stop your payments before your Course Fees have been paid in full, or if any payment is returned unpaid by your bank, we reserve the right to charge an administration fee of £20.00 for dealing with each returned payment.

If there are 2 consecutive payments cancelled or returned unpaid by the bank, your full outstanding balance for Course Fees will become immediately due together with the administration fee, irrespective of the original due date on your monthly payment plan.