

1. About Our Terms

- 1.1** These terms and conditions should be read in full as they explain; Who we are, how we contact you, how we provide our training services, what to do if you need to change a booking, and your obligations as a Learner.
- 1.2** These terms apply once a booking has been made either over the phone, by email or online. Once we accept your booking an email confirmation is sent. If you do not receive an email confirmation it is your responsibility to contact us to let us know.
- 1.3** Throughout these terms we will use the following definitions;
- **Training Service:** The service provided to you often referred to as the 'training course'.
 - **Learner:** Person or persons booking or undertaking training services with Tigerlily Training.
 - **Trainer:** Person delivering the training course. This may be an employee of Tigerlily Training or a subcontractor.
 - **Booking:** Requesting or paying for training services either over the phone, by email, or via a website.
 - **In-House:** Training provided on-site at a client's venue.
 - **Open Venue:** Training provided at a Tigerlily Training Centre.
- 1.4** Are you a Business Customer or a Consumer?
You may have different rights under these terms depending on whether you are a Business Customer or Consumer.
- You are defined as a Business Customer if you are buying training services from us in connection with your trade, business, craft or profession.
 - You are defined as a Consumer if you are buying training services wholly or mainly for your personal use and not in connection with your trade, business, craft or profession.

2. About Us

We are Tigerlily Training Limited, a not-for-profit company based at Unit 2, Danworth Farm Business Park, Cuckfield Road, Hurstpierpoint, BN6 9GL. Our registered company number is: **08960791**

You can contact us by phone: **0300 3020 999** by email: **hello@tigerlilytraining.co.uk** or by post at the above address.

We will contact you by using the phone number or email address given at the time of booking.

3. Suitability, Training Assessment, and Behaviour on Our Courses

- 3.1** Tigerlily Training has an Equality & Diversity policy and we welcome Learners with disabilities, but it is the employer's or Learner's responsibility to ensure that they are given the support to perform the duties of a first aider to the approved code of practice outlined by the Health & Safety Executive (HSE).
- 3.2** The duties of a first aider can be physically demanding. For certification Learners must be able to meet our assessment criteria by demonstrating their skills during practical course assessment. They must be able to kneel on the floor to administer CPR and put a casualty into the recovery position. Unfortunately, we are unable to

certificate a Learner if they do not complete all practical assessments as per the above criteria.

- 3.3** Learner needs a basic command of English (defined as level 2) to complete this training. Learners with limited command of English are advised to contact us to discuss any arrangements that can be made.
- 3.4** It is both the Learner's and employer's responsibility to ensure that they can meet the assessment criteria outlined above. We cannot refund Learners who attend a course but fail to meet these criteria. A Learner who fails to meet the assessment criteria will be referred for further training at their own expense.
- 3.5** Learners must fully participate in all elements of the training course to receive a certificate.
- 3.6** Learners must be aged 16 years or older. We do not accept anyone under the age of 16 on our courses.
- 3.7** It is the responsibility of the client to select suitable persons to train to become first aiders in the workplace.
- 3.8** We reserve the right to refuse course entry or ask a Learner to leave a course in the event that:
 - They do not arrive on time, they leave during the course, or they are absent during the course.
 - They are deemed to be behaving inappropriately.
 - They refuse to participate in all elements of the training.
 - They are under the influence of drugs and/or alcohol.
- 3.9** The Client agrees to read in full our Learner Commitment Policy prior to training, and to make Tigerlily Training aware of any special considerations that may need to take place.

4. Training Room Suitability

- 4.1** Tigerlily Training check and assess their training venues on a quarterly basis. We ask our Trainers to advise us if they believe the training venue does not meet our guidelines.
- 4.2** When training at a Client's venue the Client agrees to make adequate training space and resources available for the training to take place;
 - 40 square metres of clear floor space - per 12 Learner group.
 - Access to plug sockets.
 - A clear wall for projecting.
 - Chairs for Learners.
 - Table for our Trainer(s).

5. Booking a Course

- 5.1** A course can be booked online via our website or via our partners' websites, by phone, or by email. On receipt of booking we will send you an email confirming the details of the course. If you do not receive this email it is your responsibility to contact us and let us know.
- 5.2** If you fail to attend a course due to not receiving the course details, or not being briefed by the person who booked the course, you will not receive a refund.
- 5.3** It is your responsibility to book the correct course for your needs. We cannot

be held responsible if you book and attend the wrong course. It is also your responsibility to ensure you can get to the training centre at least 15 minutes before the course start time.

- 5.4** If you need to make any changes to the course please contact us as soon as possible and we can advise you on what changes are possible.
- 5.5** Sometimes we may need to make changes to a course. If this happens, we will notify you by phone and/or email and either refund you in full or move you onto another course.
- 5.6** Individual/group bookings for Open Venue courses must be made at the time of booking online or over the phone by card.
- 5.7** Payment for In-House courses and payment on account courses must be made in full at least 30 working days before the training date.
- 5.8** Tigerlily Training reserve the right to cancel your training course or future training without notice or refund, if full payment is not made as per clause 5.7

6. eLearning

- 6.1** If a course with an eLearning element is chosen, the eLearning must be completed within 4 weeks of the practical training day. Extensions will only be given in exceptional circumstances. We will be unable to certificate anyone who has not completed the full course within four weeks.
- 6.2** Your eLearning code will be sent at the time of booking or a code can be generated through the Learner login section on our website. It is the Learner's responsibility to call us if they do not have a login code.
- 6.3** Tigerlily Training are able to audit a Learner's eLearning activity and see which Learner number is active on their eLearning at any time. Tigerlily Training reserve the right to call a Learner who is active on their eLearning to verify their identity as part of our quality assurance checks.

7. Course Amendments, Cancellations and Refunds

Cancellation rights will depend on whether you are a Consumer or a Business.

- 7.1** If you are a Consumer (i.e. you have purchased this service for wholly non-work related reasons) you may be entitled to a full refund if you are within the 14 day cooling off period. This period starts from the date you receive our email confirming your booking. If you have already started any elements of our course within the 14 day cooling off period, you are not eligible for a refund.
- 7.2** If you are a Business Customer (i.e. buying training services in connection with your trade, business, craft or profession):

More than 4 weeks before the course date;

- You can cancel with a full refund.
- You can transfer to another course date free of charge.
- You can transfer the course to another individual free of charge.

Between 4 and 1 week before the course date;

- You can cancel with a 50% refund.
- You can transfer to another course date free of charge.
- You can transfer the course to another individual free of charge.

Less than 1 week before the course date;

- Full course price must be paid to transfer course or change learner name. No refunds will be given.

- 7.3** Once a course is amended, transferred or cancelled no further refunds or course transfer options will be available.
- 7.4** A course cannot be transferred or cancelled once any part of the training has started.
- 7.5** Transfer fees must be paid prior to the start time of the existing course.
- 7.6** **Force Majeure** – Where a course is cancelled due to Force Majeure (circumstances reasonably beyond the control of Tigerlily Training) e.g. war, riots, floods, epidemic, prolonged shortage of energy supply, explosions, strikes, lockouts, acts of state or government control impeding or prohibiting Tigerlily Training from performing its obligations. Tigerlily will provide comparable training to the consumer at a mutually agreed date within 12 months of the course cancellation. No refunds will be issued where courses are cancelled due to Force Majeure and No Transfer Fees will be charged.
- 7.7** If you lose or do not receive your certificate you will be asked to pay a £12 recertification cost.

8. Intellectual Property Rights and Confidential Information

- 8.1** Materials distributed during a training course: We may distribute materials during a training course that you can take away with you. All intellectual property rights to any such materials are owned by us.
- 8.2** Retention of our intellectual property: Participation in the training course does not confer any intellectual property rights (by implication or otherwise) on you to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property of Tigerlily Training or in the materials referred to in clause 8.1.
- 8.3** Confidential information: In the event that we disclose any confidential information to you, you agree that you shall not at any time disclose to any person any such confidential information, except what may be required by law, court order, or any governmental or regulatory authority.

9. Other Important Terms

- 9.1** The Company agrees to provide training services to the Client, and the Client agrees to engage the services of the company.
- 9.2** These Terms constitute the contract between the Company and the Client and are accepted by the Client upon signature and return of the Terms by the Client to the Company. In the event that the Client fails to sign and return the Terms, the Terms are deemed to be accepted by the Client upon booking.
- 9.3** These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of the Company, these Terms prevail over any other terms of business or purchase conditions put forward by the Client.
- 9.4** No variation of, or alteration to, these Terms shall be valid unless agreed between the Company and the Client. The details of any variation shall be notified to the Client by the Company in writing (which shall include email) as soon as reasonably

practicable, and such document (or email) shall state the date on or after which such varied terms shall apply.

- 9.5** As per the HSE & OFSTED guidelines 1 Trainer is permitted to train up to 12 Learners. Where more than 12 Learners will be attending, extra training resources will be required, and course fees will increase.
- 9.6** The Client agrees to give the Company a list of Learners due to attend the training course 7 days prior to the training date. The Company reserves the right to turn away any extra Learners not on the course list.
- 9.7** All content within a course is provided for general information only and should not be treated as a substitute for the medical advice of a doctor or any other healthcare professional. Tigerlily Training is not responsible or liable for any diagnosis made by a user based on the content of the course. Always consult a GP or other relevant healthcare professional if you are in any way concerned about the health of any persons under your responsibility.
- 9.8** Tigerlily Training reserve the right to decline booking requests.
- 9.9** Complaints - if a Client is unsatisfied with any of the training provided during the course programme, they should contact Tigerlily Training as soon as possible to register their complaint. All complaints or enquiries of this nature are investigated, managed and resolved in line with Tigerlily Training's Complaints & Appeals Policy.

10. How We Use Your Data

Please see our Privacy & Data Processing Policy.

11. Limitation of Liability

- 11.1** Except in respect of death or personal injury caused by the negligence of Tigerlily Training, Tigerlily Training shall not be liable by reason of any representation (unless fraudulent) or implied warranty, condition or other term, or any duty at common law or under these Terms and Conditions, for any loss of profit or any indirect special or consequential loss, costs, expenses or other claims for compensation.
- 11.2** Tigerlily Training's entire liability to the Customer under or in connection with the Contract and the provision of Services shall not exceed the sum of twice the price paid by the Customer for the Services. Nothing in this paragraph is intended to exclude any liability on the part of Tigerlily Training for fraud.

12. Governing Law

These Terms and Conditions and any order which the Customer places with Tigerlily Training to which these Terms and Conditions apply shall be governed by and construed in accordance with the laws of England and Wales.