

# Tigerlily Training Terms & Conditions

## 1. Introduction

1.1 These Terms & Conditions set out the basis on which Tigerlily First Aid Training Limited ("Tigerlily", "we", "our", "us") provides training services to Consumers and Business Customers.

1.2 By making a booking (online, by phone or email), you agree to be bound by these Terms.

1.3 A booking is only confirmed once we have issued a confirmation email. If you do not receive a confirmation email within 24 hours, it is your responsibility to contact us.

### 1.4 Definitions:

- **Training Service:** Any course, qualification, or service we provide.
- **Learner:** Any individual attending a course.
- **Client:** The person or organisation making the booking.
- **Trainer:** Any employee or subcontractor engaged to deliver training.
- **In-House Course:** Training delivered at the Client's venue.
- **Open Venue Course:** Training delivered at a Tigerlily training centre.
- **Virtual Course:** Training delivered via video-conferencing.
- **eLearning:** The online portion of a blended course.

1.5 These Terms apply whether you are a **Consumer** (buying for personal use) or **Business Customer** (buying for a business purpose). Where differences apply, they are clearly stated.

## 2. About Us

Tigerlily First Aid Training Limited, Unit 2 Danworth Farm Business Park, Cuckfield Road, Hurstpierpoint, BN6 9GL.

Company No. 16058996.

Contact: 0300 3020 999 | hello@tigerlilytraining.co.uk

## 3. Suitability, Assessment & Learner Responsibilities

3.1 All learners must meet the physical requirements of the course (e.g., kneeling, CPR, recovery position). Certificated courses require full participation.

3.2 To receive certification all learners must take and pass the final multiple-choice questionnaire.

3.3 A minimum of **Level 2 English** is required unless reasonable adjustments are agreed in writing before the course.

3.4 Learners are responsible for notifying us at least **7 days before the course** of any medical conditions, disabilities, learning needs, pregnancy, or other factors requiring adjustments.

3.5 Tigerlily may refuse entry or ask a learner to leave if the learner:

- is late or leaves early,
- behaves inappropriately,
- is under the influence of drugs/alcohol,
- refuses to participate,
- poses a risk to themselves or others.

**3.6 Health & Fitness Declaration:** By attending training, learners confirm they are medically fit to participate. If a learner becomes unwell during training, they must inform the Trainer immediately.

3.7 Employer clients are responsible for ensuring the course is suitable for their employees.

3.8 eLearning and blended components must be completed within the timescales set by the Awarding Organisation and HSE.

#### **4. Training Venue Requirements (In-House Courses)**

4.1 Clients must ensure the training venue meets the following requirements:

- Minimum **40m<sup>2</sup>** clear floor space per 12 learners.
- Adequate lighting, heating, ventilation.
- Safe, clean environment compliant with health & safety law.
- Tables, chairs, power supply.
- Projection wall or large screen.
- Access to toilets and drinking water.

4.2 The Client is responsible for the safety of the venue, including fire procedures and insurance.

4.3 If the Trainer judges the venue unsuitable or unsafe, the course will be postponed, and the Client remains liable for 100% of the fees.

#### **5. Trainer Substitution & Subcontractors**

5.1 We may use subcontracted trainers. All subcontractors are vetted and quality assured.

5.2 We reserve the right to substitute trainers at any time.

5.3 Tigerlily is not liable for losses caused by subcontractors beyond the limit stated in Section 13.

## **6. Booking & Payment Terms**

6.1 Payment for Open Courses is due at the time of booking.

6.2 In-House Courses must be paid **30 working days** prior to the delivery date.

6.3 If payment is not received, the booking may be cancelled without refund.

6.4 It is the Client's responsibility to book the correct course.

6.5 We may amend or cancel a course if necessary and will offer a transfer or refund.

## **7. Virtual Training Requirements**

7.1 Learners must have:

- Reliable internet connection,
- Working camera and microphone,
- Quiet environment free from interruptions.

7.2 Learners may be required to show ID on camera.

7.3 Cameras must remain on unless otherwise permitted.

7.4 If a learner's connection fails or they cannot participate fully, they may need to retake the session at their own cost.

7.5 Recording of training sessions is prohibited unless authorised in writing.

## **8A. Consumer Customers**

8A.1 Consumers have a **14-day cooling-off period** unless training has started or eLearning has been accessed.

8A.2 If the training date falls within the cooling-off period, you agree to waive your cancellation rights upon commencing the course.

## **8B. Business Customers**

- **More than 4 weeks before course:** Full refund or transfer.
- **4–1 weeks before course:** 50% refund; transfers permitted.
- **Less than 1 week before course:** No refund; full fee applies for transfers.

8.3 No cancellations or amendments are permitted once training has begun.

8.4 Once a booking has been amended no further amendments are possible.

8.5 If a learner fails to attend ("no-show"), full fees remain payable.

8.6 If a Trainer attends an in-house course and the venue is locked, inaccessible, or unsafe, full fees will still apply.

8.6 **Force Majeure:** If training cannot run due to events outside our control, we will rearrange within 12 months. No refunds will be issued.

## 9. Additional Fees & Charges

9.1 Additional charges may apply for:

- Trainer travel outside standard zones,
- Parking fees,
- Congestion charges,
- Overnight accommodation,
- Replacement certificates (£10),
- Additional administration for incorrect booking details.

9.2 Price changes & VAT: We reserve the right to update prices or apply VAT changes at any time.

## 10. eLearning Terms

10.1 eLearning login issues must be reported within 7 days of booking.

10.2 eLearning modules must be completed prior to the practical training; otherwise, the learner will be required to rebook and repay.

10.3 All eLearning content is monitored for authenticity.

## 11. Learner Behaviour, Safeguarding & Conduct

11.1 Tigerlily operates a **zero-tolerance policy** regarding abuse, harassment, or aggressive behaviour towards trainers or learners.

11.2 Safeguarding concerns raised during training will be handled in accordance with our Safeguarding Policy.

11.3 Children or dependants may not be present at training (**including virtual sessions**).

## 12. Intellectual Property & Use of Materials

12.1 All training materials remain the property of Tigerlily.

12.2 Materials must not be copied, shared, distributed, or adapted without written permission.

12.3 Recording of any part of a live or virtual course is strictly prohibited.

### **13. Limitation of Liability**

13.1 Nothing in these Terms limits liability for death or personal injury caused by negligence.

13.2 Tigerlily's total liability is limited to **twice the price paid** for the Training Service.

13.3 We are not liable for:

- loss of profit,
- loss of business,
- loss of data,
- indirect or consequential losses.

13.4 We are not liable for learner failure due to insufficient English, lack of engagement, health issues, or non-completion of eLearning.

### **14. Data Protection & GDPR**

14.1 We process data in accordance with our Privacy Notice.

14.2 Data is retained only for the period required by law, Awarding Organisations, or legitimate business need.

14.3 We act as Data Controllers for bookings and may share information with:

- Awarding Organisations,
- Trainers,
- Accrediting bodies,
- Quality assurance partners.

14.4 Clients are responsible for ensuring they have a lawful basis to provide learner data to us.

### **15. Complaints & Appeals**

15.1 Complaints must be submitted within 30 days of the issue arising. Complaints must be submitted in writing to [manager@tigerlilytraining.co.uk](mailto:manager@tigerlilytraining.co.uk)

15.2 We will acknowledge complaints within 5 working days and respond within 15 working days.

15.3 Appeals relating to qualification decisions will follow the Awarding Organisation's Appeals Policy.

## **16. Governing Law**

These Terms are governed by the laws of England & Wales and any disputes will be resolved in the exclusive jurisdiction of the English courts.