

TERMS AND CONDITIONS OF BUSINESS

LIFETIME HEALTH & FITNESS LIMITED

In these Terms and Conditions Lifetime shall mean Lifetime Health & Fitness Limited, a company registered in England and Wales under number 3263608 whose registered office is at 3 Berkeley Square, Bristol BS8 1HL

1. General

- 1.1 These Terms and Conditions apply to any bookings you make with Lifetime. By booking a course, you agree that these Terms and Conditions shall apply in full to the delivery of the course by us.
- 1.2 No variation of these Terms and Conditions shall apply unless confirmed in writing by or on behalf of a director of Lifetime.

2. Bookings

- 2.1 A deposit of £100 is required at the time you make a booking.
- 2.2 All course bookings will be confirmed by us in writing. You have the right to cancel the course booking and obtain a refund of all fees paid to date if you inform us within seven days of receiving written confirmation of the booking that you wish to cancel. You should return all course materials at your own expense, together with a letter stating that you do not wish to proceed with the course. This letter should be posted recorded delivery. Should the course materials be damaged in any way, their cost will be deducted from your refund. If the course is started within those seven days, you agree that this right of cancellation shall not apply. This right of cancellation only applies to booking of the course as a whole and not an individual module.
- 2.3 You have two years from the date you receive written confirmation of your booking, within which you must complete the course. You will be charged at the rate stated in your booking confirmation. Where your booking is for a course consisting of two or more modules, once the first module has commenced, the whole course is deemed to have commenced.
- 2.4 Entry requirements required for a course must have been completed within the three years preceding your booking.

3. Payment

- 3.1 Details of all charges are set out in our Summary of Charges which is contained within the brochure, on the website or can be supplied to you on request. Post and packaging for course materials sent outside of the UK will be charged to you.
- 3.2 Payment must be made in full prior to the commencement of each module. Full payment must be made 4 weeks before a practical module. Time for payment shall be of the essence. Failure to do so will result in your place being cancelled and all payments made to date will be forfeited without liability on behalf of Lifetime.
- 3.3 An easy payment plan is available for some Lifetime Awards. This requires an initial payment followed by instalments of the full fee +10% administration fee, payable over 6,12 or 18 months. Once this plan is set up you are required to complete all payments even if you are unable to attend the course or a particular module.
- 3.4 All payments due to Lifetime shall be made without any deduction whether by way of set-off, counterclaim, discount, abatement, bank charges or otherwise.

3.5 No payments will be deemed to be made until Lifetime receives full payment in cleared funds.

4. Delivery of the Course

4.1 Dates, times and locations for courses/modules are accurate at the time of booking, however Lifetime reserves the right to alter times, dates or locations if this is unavoidable or for reasons beyond our control.

4.2 You are responsible for arranging your own accommodation and any transportation to and from the agreed location as indicated on your booking confirmation.

5. Cancellation

5.1 In addition to your rights under clause 2.2 if you wish to cancel all or part of a course you must notify Lifetime and you will forfeit all fees paid to date.

5.2 In the unlikely event that Lifetime has to cancel a module including but not limited to where course numbers are below the recommended class size, a tutor is ill or a venue becomes unexpectedly unavailable, Lifetime may cancel a module and will offer you a choice of alternative dates. If these dates are not suitable for you Lifetime will provide a refund up to the value of the module (or the proportion of the award if booked as part of an award). Lifetime will also pay any reasonable travel and accommodation expenses you have necessarily incurred on the production of receipts if the cancellation is within 48 hours of the module start date. This is limited to economy class rail travel, fuel at the rate of 40p per mile from your residential address to the location and £50 in respect of hotel accommodation.

6. Transfers

6.1 You must notify Lifetime in writing if you wish to transfer your original booking to an alternative date. If a change of date is requested 30 days or more before the start of a module, Lifetime will charge you a transfer fee in accordance with its current charges. This must be paid at the time of your request. Subject to clause 6.2 if a change of date is requested less than 30 days before the start date of a module, Lifetime may be unable to transfer your date in which case all fees paid to date will be forfeited and you will be liable to pay the module fee on re-booking of that module.

6.2 If you wish to transfer a module date due to medical reasons, you will be required to supply a medical certificate within 7 days of your request and a transfer fee will be charged in accordance with the current charges.

6.3 If you do not attend a module/course without notifying this will be treated as a cancellation under clause 5.1 and you will be liable for all fees paid to date and a re-booking fee as set out in clause 6.1.

7. Examination/Assessment Referrals

7.1 Lifetime are not obliged to refund your money or offer you an alternative date if you fail to attend an exam.

7.2 If you fail or cancel an assessment or exam you will be charged the current rate for re-booking. It is your responsibility to re-book your assessment or exam and your booking will not be taken until full payment has been received. Bookings for theory exams need to be made 2 weeks in advance.

7.3 A referral may be made if the conditions of a practical assessment are not complied with including but not limited to where:

7.3.1 specific paperwork has not been completed and brought to the assessment;

7.3.2 the minimum number of bodies specified in order to meet the awarding body standards is not met.

8. Certificates

- 8.1 Certificates will be issued with the name supplied by you on your application form. Duplicate copies and replacement certificates can be obtained at the current charge.

9. Responsibilities and Liability

- 9.1 Lifetime do not guarantee that you will pass a course/module or that successfully completing a course/module will provide you with anything other than the qualification granted under that course/module.
- 9.2 Lifetime shall not be liable for any loss, damages, costs, claims, demands, expenses or liabilities of whatsoever nature arising out the delivery of the course/module to you as a result of your act or omission including but not limited to the following:
- 9.2.1 your failure to follow any oral or written instructions or recommendations in relation to the course/module;
 - 9.2.2 you supply to Lifetime any information which is inaccurate, false, misleading or out-of-date;
 - 9.2.3 any loss or damage to any personal items and valuables which you bring to a course/module.
- 9.3 Except in respect of death or personal injury caused by Lifetime's negligence or the negligence of our tutors, Lifetime shall not be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of these Terms and Conditions, for any loss of profit, pure economic loss, loss of business, depletion of goodwill or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by us or our tutors, employees, agents or sub-contractors) which arise out of or in connection with the delivery of the course/module or your participation in it and use of its qualification by you.
- 9.4 Lifetime's entire liability to you under or in connection with these Terms and Conditions shall not exceed the amount equal to the fees paid by you.

10. Data Protection

- 10.1 It is Lifetime's policy to respect the privacy of its clients. We will disclose your details and information to the tutor (or any replacement) who will deliver the course/module but we will not disclose the details and information provided by you to any other third party without your consent unless we are specifically required to do so by law, or in response to a valid, legal request by a law enforcement or governmental authority.
- 10.2 By making a booking, you acknowledge and consent that we may store and process your personal details and information (for example your name, address, telephone number and email address) in accordance with any relevant data protection legislation and that we may use this information for the purposes outlined in these Terms and Conditions. We maintain databases of our clients both manually and electronically. We use this information from time to time for mailing information about the services that we offer. We always ensure, however, that we handle data about our clients in accordance with the provisions of the Data Protection Act 1998. If at any time you do not wish us to provide you with this information or to retain your details on our system then please inform us in writing.

11. Ownership of Course Materials

- 11.1 All Intellectual Property Rights in course materials are owned by Lifetime. You agree not to replicate, alter, modify or distribute the materials or do anything which would infringe our rights in them. For

Comment [RNW1]: Does this work? The client will physically own the contents of his/her follow-up kit; it is presumably copyrights etc. we are referring to here?

the avoidance of doubt “**Intellectual Property Rights**” shall mean any patents, design rights, trade marks, service marks (in each case whether registered or not), applications or rights to apply for any of the foregoing, database rights, know-how, trade or business names, rights in confidential information, goodwill and other similar rights existing in any part of the world.

12. General

- 12.1 Any notice required under these Terms and Conditions or by statute, law or regulation shall (unless otherwise provided) be in writing and delivered in person, sent by facsimile or registered mail or sent by email or facsimile to the respective parties address as set out on the booking form or as each party may from time to time designate by notice hereunder. Any such notice shall be considered to have been given on the first working day of actual delivery or sending by facsimile or email or in any event within 2 working days after it was posted in the manner hereinbefore provided.
- 12.2 References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- 12.3 Failure or delay by Lifetime in enforcing or partially enforcing any provision of these Terms and Conditions shall not be construed as a waiver of any of its rights under these Terms and Conditions. No waiver of any of these Terms and Conditions by either party shall be deemed to be a further or continuing waiver of any subsequent breach of that term or condition or any other term or condition.
- 12.4 You shall not be entitled to assign or sub-licence or part with possession of any of your rights or liabilities hereunder. Lifetime shall be free to sub-contract the performance of all or part of its obligations hereunder.
- 12.5 A person who is not party to the contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Terms and Conditions.
- 12.6 These Terms and Conditions and any disputes or claims arising out of or in connection with their subject matter are governed by and construed in accordance with the law of England. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions.

I have read and agree to be bound by these Terms and Conditions.



Name:
Signed: Date: