

## Terms and Conditions for Leisure Training Courses

1. These are the terms and conditions on which Liberty Leisure Limited supply training services to you.
2. Our acceptance of your booking will take place when we email you with a booking confirmation, at which point a contract will come into existence between you and us.
3. It is your responsibility to book the correct training course. You acknowledge that you are responsible for the selection of the appropriate training course.
4. By making this booking you are declaring that all information you are submitting is true, accurate and complete to the best of your knowledge. If booking spaces for other people you confirm that you have their consent to submit information on their behalf.

5. **Suitability for the training course:**

It is your responsibility to ensure that you or any individuals you book on the training course are free from any condition which would affect your or their capability to undertake the chosen training course, and that you or they have the aptitude to cope with an intensive course of study.

It is your responsibility to inform us of any specialist learning requirements at the booking stage, as this may impact your ability to successfully pass the assessment and gain the qualification.

Where you have stated that you meet any necessary pre-requisite standards for the course, and at the commencement of the course it is deemed by the Tutor that these standards are not present, no refund will be provided. We reserve the right to refuse to accept the participant for training, if we decide at our sole discretion that the participant will gain insufficient knowledge or skill in the time remaining.

6. Delegates need a basic command of English (defined as Level 2). Whilst we are often able to provide support to people who do not have English as a first language, our ability to do so is limited by the time available and the number of people who require assistance.

7. **Resupplying a training course**

If we decide at our sole discretion that a participant has not achieved the learning outcomes of the training course and/or the assessment standard, then we shall inform the participant and we reserve the right to charge for any further training or coaching over and above that provided on the training course.

## 8. **Cancellations, Refunds & Transfers:**

- Liberty Leisure Limited reserves the right to change training course times, dates and venues subsequent to your booking. You will be notified and offered the opportunity to cancel your booking and obtain a refund should these adjustments not suit your requirements.
- If a training course is cancelled in its entirety you will receive a full refund.
- As per the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you are entitled to cancel your training course within a 14 day cooling off period after booking. However, as per regulation 36 of Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if the training course takes place during the cooling-off period and you take part in the training course you cannot change your mind, even if the cooling-off period is still running.
- In no other circumstances will fees be refunded other than those set out above.
- If you need to end the contract for reasons that prevent your participation, for example due to injury or ill health, then you must provide a note from a doctor in order to exercise the following options:
  - i) defer your booking to another training course within a 12-month period
  - ii) transfer your booking to another individual

## 9. **Liberty Leisure Limited - Right to Remove You / Cancel Your Place on the Training Course:**

We reserve the right to cancel your place on a training course immediately and / or withdraw access to facilities if:

- You commit a serious or repeated breach of these Terms and Conditions; or
- In our reasonable opinion, your behaviour is likely to endanger yourself / cause offence to other customers, course participants or staff, or adversely affect the Company, its facilities or our reputation; or
- Any amount you owe us, for any training course, remains unpaid 30 days after the due date; or
- You provide us with details you know to be false when applying for a course and those details reasonably affected our decisions to grant you a place; or
- You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the training course; or
- You arrive late for a course or are absent from any session; or
- You are deemed by us (acting reasonably) to behave inappropriately; or
- You are, in our reasonable opinion, under the influence of drugs and/or alcohol; or
- You are not dressed appropriately throughout the course; or
- You do not meet the minimum age requirement for the training course

Your removal from the training course will entitle us to end the contract. Your removal from the training course under this clause will not entitle you to any refund.

## 10. Data Protection

### Liberty Leisure Limited

Any personal information obtained from you is for the purpose of administering your training course, seeking feedback or providing information on products or services you have requested from us. The collection and retention of any such information shall be in accordance with any relevant data protection legislation from time to time and in accordance with Liberty Leisure Limited's data protection policy. For further information about how we use and share data please visit <https://www.lleisure.co.uk/privacy-notice/>

### National Pool Lifeguard Qualification - How RLSS UK Use Your Data

RLSS UK and its two limited companies RLSS UK Enterprises Limited (trading as RLSS UK Shop) and IQL UK Limited process and store your personal data for the purpose of fulfilling our contract to provide you with your award or qualification. We promise your personal data will only be used by RLSS UK, RLSS UK Shop and IQL UK Limited. We will keep your data safe and will never share it with other organisations without your permission. For full details of how we process and store your data please refer to our Privacy Policy that can be found at <https://www.rlss.org.uk/privacy-policy>

### First Aid Qualifications – How NUCO Use Your Data

NUCO require information to process and store your personal data for the purpose of fulfilling our contract to provide you with your award or qualification. For full details of how we process and store your data please refer to the Privacy Policy that can be found at <file:///C:/Users/pwoodward/Downloads/nucoplus-privacy-policy.pdf>

### Gym Instructor Qualifications – Active IQ

Active IQ require information to process and store your personal data for the purpose of fulfilling our contract to provide you with your award or qualification. For full details of how we process and store your data please refer to the Privacy Policy that can be found at <https://activeiq.co.uk/docs/default-source/pdf/policies-and-procedures-2022/active-iq-privacy-policy-2022.pdf>

These Terms and Conditions are subject to review at any time and at the absolute discretion of Liberty Leisure Limited. Last updated September 2023.