

## **Terms and Conditions**



Leisure Training & Consultancy North East

The scope of this policy covers all services (training and otherwise) provided by "Leisure Training and Consultancy North East Ltd" and sets out the terms under which such services are provided.

Leisure Training and Consultancy North East Ltd provide a range of services including the provision of training courses and consultancy.

### **Booking of an "Open Access" Training Course**

When an individual or group book places on an "open access" training course, then the following conditions will apply;

1. Due to the physical nature of many of the activities on offer, certain parts of our training courses can be physically demanding.
2. All examination entries are at the Course Tutor's discretion
3. All course fees must be paid in full before the commencement of the course.
4. In the event of a course being cancelled by the organiser, all course fees will be returned, or an alternative course offered.
5. In the event of the candidate cancelling their placement on a course the following will apply;
  - a) If cancellation is 1 week or more before the start of the course, then a refund will be given minus any deposit required at the point of booking
  - b) If cancellation is less than 1 week before the start of the course, then no refunds can be given. This also applies to someone leaving the course once it has commenced.
6. In the event of an examination failure, the Course Tutor will advise the candidate of the most appropriate action to take. In the event of an examination failure, the organisers cannot refund any course or examination fees.
7. At the end of a training course and examination pass IS NOT GUARANTEED. Assessors will only award passes if the candidate has reached the required standards.
8. It is the responsibility of the applicant to ensure that all pre-requisite criteria are met before making the booking. Should an applicant not meet pre-requisite criteria then, due to advance costs involved with many courses, there will be no refund given.
9. Any Course Tutor has the right, in extreme circumstances, to ask a course participant to leave the course if dangerous or offensive behaviour is displayed by that person. In such a case, a refund of course fees is most unlikely.
10. We aim to provide quality training at a fair price. Should a course participant have any comments regarding a course which they are attending, they are encouraged to discuss the matter with the Course Tutor in the first instance.
11. Copies of the complaints and appeals procedure are available on request. If you wish to discuss further problems, please contact Graeme Morgan

## **Provision of "Ongoing Training and Assessing"**

"Leisure Training and Consultancy North East Ltd" provides "ongoing training and assessing services" which would normally take place at the site of the purchasing organisation. An example of this would be ongoing lifeguard training for a health club at their own site. The following terms and conditions relate to this provision.

1. "Leisure Training and Consultancy North East Ltd" will provide appropriately qualified and experienced trainers when providing ongoing training at any site or facility. "Leisure Training and Consultancy North East Ltd" will also ensure appropriate risk assessments and safety cover is available for the activities taking place.
2. The purchasing group or organisation will ensure that adequate training facilities are available to provide the training – ie training room, pool and equipment as required. This should meet the requirements laid out by RLSS / IQL – copies of which can be obtained if required. Should specialist training equipment be required, then this can be provided by Leisure Training and Consultancy North East Ltd and will be agreed at the time of booking. The hosting venue should have appropriate risk assessments in place which relate to their own facility.
3. It is the Purchaser's responsibility to ensure that candidates are free from any condition which would affect their capability to undertake their chosen course, and that they have the aptitude to cope with an intensive course of study. Leisure Training and Consultancy North East Ltd welcomes students with disabilities but it remains their employer's responsibility to ensure that they are appropriately supported in their workplace. Leisure Training and Consultancy North East Ltd should be provided in advance any notification of any assistance that a candidate is likely to need during the running of a training or assessment session.
4. If Leisure Training and Consultancy North East Ltd identifies that a candidate has not achieved the learning outcomes of the course and/or the assessment standard then they will subsequently be offered one free reassessment. Any further training or coaching over and above that provided on the course may be charged for at appropriate rates.
5. The Purchaser acknowledges that if a candidate arrives late for a course or is absent from any session, Leisure Training and Consultancy North East Ltd reserves the right to refuse to accept the candidate for training or assessment, if it decides in its sole discretion that the student will gain insufficient knowledge or skill in the time remaining. In all such cases, the full course fee remains payable. To conform with "regulated awards" a minimum number of training hours is required for each award and certification cannot be processed if this is not achieved.
6. Unless subject to separate agreed arrangements, the Purchaser shall pay Leisure Training and Consultancy North East Ltd within 28 days of the date of Leisure Training and Consultancy North East Ltd's invoice. If the Purchaser fails to make payment on the due date, Leisure Training and Consultancy North East Ltd shall be entitled to charge the Purchaser interest at the annual rate of 8% above the Bank of England base. VAT will be applied to invoices as appropriate at the time of invoicing.
7. Neither party will be liable to the other for any failure or delay or for the consequences of any failure or delay in performance of this Agreement if it is due to any event beyond the reasonable control and contemplation of a party to this Agreement including, without limitation, acts of God, war, industrial disputes, protests, fire, flood, storm, tempest, explosion, an act of terrorism and national emergencies.
8. For any candidates not meeting the required standard of the award or training undertaken, Leisure Training and Consultancy North East Ltd will provide an action plan to assist the candidate to improve their performance. In all cases,

Leisure Training and Consultancy North East Ltd cannot get involved in any internal performance or disciplinary processes that may be in place at the host site or organisation.

9. For all candidates undertaking and "Ongoing Training and Assessment" provided by Leisure Training and Consultancy North East Ltd, all of the conditions relating to the "Booking of an Open Access Course" will also apply.

### **Provision of Training Services (Private and "Closed" Training Courses)**

"Leisure Training and Consultancy North East Ltd" provides "Private and Closed Courses" which would normally take place at the site of the purchasing organisation. An example of this would be the provision of First Aid at Work for school PE staff at their own site. The following terms and conditions relate to this provision.

1. "Leisure Training and Consultancy North East Ltd" will provide appropriately qualified and experienced trainers when providing ongoing training at any site or facility. "Leisure Training and Consultancy North East Ltd" will also ensure appropriate risk assessments and safety cover is available for the activities taking place.
2. The purchasing group or organisation will ensure that adequate training facilities are available to provide the training – ie training room, pool and equipment as required. This should meet the requirements laid out by RLSS / IQL – copies of which can be obtained if required. Should specialist training equipment be required, then this can be provided by Leisure Training and Consultancy North East Ltd and will be agreed at the time of booking. The hosting venue should have appropriate risk assessments in place which relate to their own facility.
3. It is the Purchaser's responsibility to ensure that candidates are free from any condition which would affect their capability to undertake their chosen course, and that they have the aptitude to cope with an intensive course of study. Leisure Training and Consultancy North East Ltd welcomes students with disabilities but it remains their employer's responsibility to ensure that they are appropriately supported in their workplace. Leisure Training and Consultancy North East Ltd should be provided in advance any notification of any assistance that a candidate is likely to need during the running of a training or assessment session.
4. If Leisure Training and Consultancy North East Ltd identifies that a candidate has not achieved the learning outcomes of the course and/or the assessment standard then they will subsequently be offered one free reassessment. Any further training or coaching over and above that provided on the course may be charged for at appropriate rates.
5. The Purchaser acknowledges that if a candidate arrives late for a course or is absent from any session, Leisure Training and Consultancy North East Ltd reserves the right to refuse to accept the candidate for training or assessment, if it decides in its sole discretion that the student will gain insufficient knowledge or skill in the time remaining. In all such cases, the full course fee remains payable. To conform with "regulated awards" a minimum number of training hours is required for each award and certification cannot be processed if this is not achieved.
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8. For any candidates not meeting the required standard of the award or training undertaken, Leisure Training and Consultancy North East Ltd will provide an action plan to assist the candidate to improve their performance. In all cases, Leisure Training and Consultancy North East Ltd cannot get involved in any internal performance or disciplinary processes that may be in place at the host site or organisation.
9. For all candidates undertaking and "Ongoing Training and Assessment" provided by Leisure Training and Consultancy North East Ltd, all of the conditions relating to the "Booking of an Open Access Course" will also apply.