

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 a minimum of 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.