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

