

## **Terms and Conditions:**

*Active IQ Level 2 Certificate in Gym Instructing*

*Active IQ Level 3 Diploma in Personal Training*

*Active IQ Level 2+3 Diploma in Gym Instructing and Personal Training*

1.1 These terms and conditions (the "Terms") and any credit approval application ("Credit Application") are the basis of the contract (the "Contract") between Live Fit Gym Limited ("Live Fit Gym Ltd"/"us"/"we"/"our") and you.

1.2 You should print a copy of these Terms or save them to your computer for future reference.

1.3 We may amend these Terms from time to time. Every time you wish to make a booking with us, please check these Terms to ensure you understand the terms, which will apply at that time. This can be done through the website or at registration.

## **Application of these Terms:**

2.1 Payment of the requisite fee (as detailed below) is an offer by you to enter into a binding contract with us, which we are free to accept or decline at our absolute discretion.

2.2 We intend to rely upon these Terms and any document expressly referred to in them in relation to the Contract between you and us. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these Terms to be confirmed in writing.

2.3 We have the right to revise and amend these Terms from time to time. You will be subject to our Terms (including policies and procedures) in force at the time that you enrol on a course with us, unless any change to those policies or these Terms is required by law or government or regulatory authority in which case the same will apply to courses you have enrolled on or started.

2.4 If you do not provide us with the requisite information, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may make an additional administration charge of a reasonable sum to cover any extra work that is required or choose to cancel this Contract.

## **Application, Enrolment and Payment:**

3.1 Applications will only be accepted with payment of the deposit, although please note that some courses require payment of the full fee. Please note that any payments paid after the fourteen day cancellation period and deposits are non-refundable.

3.2 If your course requires you to have a particular qualification, you must provide proof of that qualification when enrolling.

3.3 Full payment must be within 6 months if still studying. If the course is completed within 6 months we require payment to be made prior to the final exam. If the balance is not paid by this date, we reserve the right to hold your certificates, suspend access to online accounts and/or treat the course as being cancelled.

3.4 All course bookings are subject to availability. We reserve the right to keep a modular booking on hold (e.g. Certificate in Advanced Personal Training until the start date of the relevant Diploma. If you have a question regarding this issue please contact Jack Cardy / 07738 536769.

3.5 If you are unavailable when course materials are delivered to the address provided by you and they are not collected from the local depot an additional distribution fee may be charged if we are required to take receipt of, collect and/ or redeliver the materials.

3.6 Our stated course fees include any delivery charges we incur to send course materials to a UK mainland address other than as stated in these Terms. Please note if your course materials have to be delivered to a non UK address, you accept liability for the delivery charge we will incur. Please contact Jack Cardy / 07738 536769 to check the delivery charge for the said course materials.

3.7 Please print your name clearly on this form. Your name will appear as detailed on the form on your certificate. A fee of £20 will be charged should you wish to amend and re-print your certificate.

#### **Late payments:**

4.1 Where payments are made by agreed instalments and those instalments have not been paid on the due date, we reserve the right to withhold the certificates release of examination results and/or delay the marking of course work until outstanding sums are paid. We reserve the right to suspend access to online accounts and/or treat the course as being cancelled. No refund of any course fees paid by you will be made. We also reserve the right to charge interest on late payments at a rate of 4% above the base rate from time to time of Barclays Bank (or other UK clearing bank) as may be notified to you accruing on a daily basis until payment is made. If you are a business, we additionally reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

#### **Changes and Cancellations by you:**

5.1.3 Your legal right to cancel a Contract starts from the date when a booking is made – which is when the Contract between us is formed. You have a period of 14 (fourteen) calendar days in which you may cancel the booking, starting from the day after the day when the booking is made. If this period ends on a Saturday, Sunday or public holiday then the period will be extended until the next working day.

5.1.4 If your course is due to start within the cancellation period as in Clause 5.1.3 then your legal right to cancel is as follows:

- 1.4.1 If your course has started and ended during the cancellation period then your legal right to cancel will not apply

- 1.4.2 If your course has started but is due to end after the cancellation period then your legal right to cancel still applies. However after the 14 day cancellation period, you will still have to pay the full course fee.

## 5.2 Other rights.

5.2.1 We understand that occasionally, due to unforeseen circumstances, applicants may need to alter their arrangements. In these cases every effort will be made to accommodate the change, although please be aware that it may not always be possible. There may also be a delay in enrolling you onto an alternative course. To request an alteration to your course booking you must send a letter or email of alteration, together with an alternative booking (where applicable) to Jack Cardy no later than:

- 2.1.1 for paper based online learning courses within 28 days of the original booking date; or
- 2.1.2 for any other course that includes an attendance day(s) – no later than 28 days before the start of the original course.

5.3 Any alterations are at our discretion and are subject to an administration fee, as outlined below.

5.4 Provided your request is received by us within the timeframe specified above then where you wish to transfer to an alternative course and we are willing accommodate your request then any fees paid, including the deposit, will be transferred to the alternative course; or

5.6 The following administration charges will apply to all alterations:

- 1.1 Learning and Continuing Professional Development (CPD) courses will be liable to an administration fee of £75.00; and/or
- 1.2 Diploma in Gym Instructing and Personal Training (including all associated modules within this course) will be liable to an administration fee of £150; and/or
- 1.3 failure to attend on any theory exams (all courses) will be liable to an administration fee of £30. Please note that any extension to Learning courses that go over their course time limit of: Level 2+3 Diploma in Gym Instructing and Personal Training courses that exceeds 12 months will be liable to an extension fee.
- 1.4 A third attempt on any theory exams on all courses are liable to a £30 exam re-take fee.
- The following extension fees and full course fee must be paid before continuation of the course after 12 months:

*Active IQ Level 3 diploma in Personal Training:*

1 month = £120  
3 months = £370  
6 months = £750

*Active IQ Level 2+3 Diploma in Gym Instructing and Personal Training:*

1 month= £150  
3 months= £450  
6 months= £900

One to one support sessions: Without 24 hours notice there will be a charge of £30 (tutor discretion).

- Please call Jack Cardy / 07738 536769 for further details; and/or
- 1.5 changes to workshop attendances will be liable to administration fee, details will be confirmed to you when requesting the change. Please see your course student guidance notes or call Jack Cardy / 07738 536769 for details as the fee varies from course to course.

5.8 We reserve the right to make additional charges on cancellation to cover costs incurred by us in respect of course materials, online learning registrations and/or tutor time. You will be notified of any charges that may be applicable on cancellation.

5.9 Bookings for the Diploma in Fitness Instructing and Personal Training (Dip. FIPT) are the Diploma course as a whole and not for the individual modules and as such, will be treated as a single course. Refunds will therefore not be given for course downgrades. For example, a Dip FIPT course downgraded to Certificate in Fitness Instructing booking will still be liable for the full Dip PT fee.

**Changes and Cancellations by us:**

6.1 If circumstances arise that are beyond our control, it may be necessary from time to time to change/cancel course dates, content, venues and prices from those published. Whilst we will make every effort to transfer your booking to the next available course, it should be noted that we will not be held liable for any costs/losses incurred as a result of any such changes. If we are no longer able to provide your course, we will ask you to return any course materials to us (at our expense) in the condition as originally delivered to you and refund to you any fees paid to date when we receive the materials as required.

6.2 We reserve the right to remove from any course; students that fail to comply with its standard practices and procedures. We reserve the right to refuse enrolments and/or suggest alternative arrangements if we believe that it will not be in our best interests of other participants and/or the individual concerned to attend one of our courses.

## **Liability:**

7.1 If you are a business, subject to clause 7.4, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for: 7.1.1 any loss of profits, sales, business, or revenue;

7.1.2 loss or corruption of data, information or software;

7.1.3 loss of business opportunity;

7.1.4 loss of anticipated savings;

7.1.5 loss of goodwill; or

7.1.6 any indirect or consequential loss.

7.2 In any event, our liability to you in respect of any claim made will not exceed the course fee paid by you.

7.3 If you are a consumer, if we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.

7.4 We do not in any way exclude or limit our liability for:

7.4.1 death or personal injury caused by our negligence;

7.4.2 fraud or fraudulent misrepresentation;

7.4.3 any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

7.4.4 any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and

7.4.5 defective products under the Consumer Protection Act 1987.

## **Intellectual Property:**

8.1 All written materials supplied by us to you shall belong to us until payment in full has been received.

8.2 If we provide you access to any online subscription materials, you acknowledge that such access is granted to you solely as a licensee. This licence will terminate on completion of your course or cancellation, whichever is the earlier.

8.3 All course materials and any online subscriptions are provided solely for your personal use in connection with your course. You may not copy, reproduce or modify any such materials, nor permit any third party access to them.

#### **Data Protection:**

9.1 Data collected from you will be used to administer the course or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information. Subject to clause 9.2, we will not pass your data to third parties. You agree to comply with the provisions of our privacy policy which can be found on our website and in our student handbook.

9.2 Where you have opted to pay for the course via our instalment option you acknowledge and agree that we may pass your details to credit reference agencies and make a credit reference agency search to determine your suitability and ability to pay by instalment.

#### **Events Outside our Control:**

10.1 A party shall not be in breach of this agreement, nor liable for any failure or delay in performance of its obligations under this agreement to the extent that such delay or non-performance is due to circumstances beyond that party's reasonable control.

#### **Miscellaneous:**

11.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

11.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

11.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

11.4 These Terms shall be governed by English law and you and we both agree to the exclusive jurisdiction of the English courts.

11.5 Please note our online learning requires a minimum broadband speed of 512kb per second. We do however recommend a speed of at least 2MB per second to assist with your learning and the loading speed of our system.