

THE FITNESS GROUP

The Fitness Group – terms and conditions for Learners

These terms and conditions (**these Terms**) apply to any individuals (**Learners** or **you**) who enrol on any of the courses that we offer. Please read these Terms carefully before making any purchase.

We may amend these Terms from time to time by updating them on our website. We may notify you of such changes via email. The current version of the Terms can be found at <https://www.thefitnessgrp.co.uk/coursetermsandconditions/>

Who we are and how to contact us

- 1.1. We are The Fitness Group Education Limited (**FGE, we** or **us**). We are a private limited company registered in Scotland with company number SC585500. Our registered office is at 368 Alexandra Parade, Glasgow, United Kingdom, G31 3AU.
- 1.2. You can contact our Learner Support Team by telephone on 03301758209 or by email at info@thefitnessgrp.co.uk.
- 1.3. If we need to contact you, we will do so by telephone or email using the contact details you have provided to us.
- 1.4. FGE values the learners who undertake our courses. We aim to provide the very best learner experience and provide the highest level of support on every occasion with every student.
- 1.5. It is therefore important that, should you feel you have encountered a level of service that is below both your and our expectations, you raise any concerns you may have with us immediately, so that we may address them and learn lessons appropriate to improving service level expectations.

2. Your privacy

- 2.1. Under data protection legislation, FGE is required to provide you with certain information including who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our [Privacy Policy](#) and it is important that you read that information.

3. Signing up to a course

- 3.1. Upon signing up to a course, you will receive a series of welcome emails to introduce you to FGE and your course. These welcome emails will contain a copy of these Terms and a link to download this document will be contained within your first welcome email. In order to complete any purchase, you must agree to these Terms by clicking to confirm that you accept them on our website. A binding legal contract between you and FGE will commence at that point.
- 3.2. FGE will take all reasonable steps to ensure that Learners are fully informed about:

THE FITNESS GROUP

- 3.2.1. any prerequisite qualifications applicable to each course (i.e. a qualification that is suitably accredited and meets the minimum entry standards for that course). We do this by clearly displaying the prerequisite qualifications on the course information pages on our website; and
- 3.2.2. the requirements of their selected course as set out in the relevant qualification specifications and guides published by the relevant awarding body. All courses contain guidance on the assessment criteria within the coursework documents, such as the Learner Assessment Portfolio and/or associated coursework handouts and coursework manuals.

If you are in any doubt whether you hold an applicable prerequisite qualification for a course or have any other questions about a course you have signed up for, please get in touch with our Learner Support Team using the contact details provided at section 1.2 above.

- 3.3. In addition, FGE will remind you of any prerequisite qualifications for some of our courses in our welcome emails. It is the responsibility of each Learner to provide the pre-requisite qualification at the point of signing up to course. Failure to hold or provide a valid prerequisite qualification for your chosen course will result in you being unable to be awarded a certificate for that course and a refund for that course will not be possible.
- 3.4. All welcome emails and communications will be sent to the email address provided by you at sign up. If you do not receive the welcome emails then please always check your junk / spam folders first and if you still do not think you have them please make our Learner Support Team aware.
- 3.5. FGE uses various awarding regulatory organisations for our courses. The awarding body that we work with for each course is displayed on each course page on our website.
- 3.6. You may sign up to a course which is provided to you online, face to face or a combination of both. If you select face to face delivery of all or part of the course you will be asked to choose a venue location and will then need to attend at the venue you have selected on the specified dates.
- 3.7. You are responsible for satisfying yourself that any course you purchase will meet your needs.

4. Learner responsibilities

- 4.1. Each Learner shall:
 - 4.1.1. co-operate with FGE in all matters relating to the course you have signed up for and your contract with FGE;

THE FITNESS GROUP

- 4.1.2. provide to FGE in a timely manner all documents and information that we may reasonably request in connection with your course and your contract with FGE and ensure that such documents and information are accurate and complete;
 - 4.1.3. behave in an orderly and respectful manner when participating in any course. In particular, a Learner must not:
 - 4.1.3.1. act in an aggressive, bullying, offensive, threatening or harassing manner towards any employee or tutor engaged by FGE, or any fellow Learner;
 - 4.1.3.2. act in a fraudulent or deceitful manner towards FGE, its employees or tutors or any other Learner;
 - 4.1.3.3. intentionally or recklessly damage any property of FGE, its employees or tutors or any other Learner;
 - 4.1.3.4. be intoxicated through alcohol or illegal drugs while on FGE's premises or participating in one of our courses;
 - 4.1.3.5. commit any criminal offence on FGE's premises or where the victim is FGE, one of employees or tutors or any other Learner;
 - 4.1.3.6. act in any other way which FGE may reasonably consider to be poor behaviour or contrary to the interests or reputation FGE;
 - 4.1.4. comply with all applicable laws, including any applicable health and safety laws, when attending or participating in any course;
 - 4.1.5. make every effort to attend each scheduled lesson of their course on time and ready to learn. It is the Learner's responsibility to catch up with their tutor on any missed material in the event of any lateness or absence of the Learner;
 - 4.1.6. be responsible for the upkeep and safekeeping of any course manuals or other course materials provided to you and will be liable to pay an additional fee for the replacement of any course manuals or materials that are damaged or lost; and
 - 4.1.7. safeguard and keep secure and confidential their Learner Assessment Portfolio at all times and not share answers with any other Learner. If the Learner is completing the Learner Assessment Portfolio online, the Learner must keep an up to date copy of all of their coursework (even following its submission to a tutor) at all times up to successfully completing the course and receiving their certificate;
- 4.2. You also agree that you will:
- 4.2.1. use FGE's software and platform and any course manuals and any course materials provided to you in accordance with these Terms;

THE FITNESS GROUP

- 4.2.2. not undermine the security or integrity of the FGE's software or IT systems;
- 4.2.3. not hack into the software or platform that FGE uses to provide the courses or upload or introduce into such software, platform or any operating system of FGE any viruses or harmful data;
- 4.2.4. not make any course manuals or materials or FGE's software or platform available to any person, in whole or in part, without FGE's prior written consent;
- 4.2.5. not use FGE's software or platform, or any course manuals or materials provided to you in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously; and
- 4.2.6. not use FGE's software or platform, or any course manuals or materials provided to you for the purposes of developing or providing any service or functionality which competes with FGE's services.

5. FGE's responsibilities

5.1. FGE will:

- 5.1.1. provide the selected course to you with reasonable skill and care and using suitably qualified tutors;
 - 5.1.2. use all reasonable endeavours to provide the course on the dates and at the times agreed with you, but any such dates are estimates only and failure to provide the courses on the specified dates and at the specified times will not give you the right to terminate your contract with FGE; and
 - 5.1.3. ensure that assessments for each course are delivered in accordance with any specifications and assessment criteria for that course, as set out in the relevant awarding body's policies and procedures.
- 5.2. For online courses, FGE will provide each Learner with an e-manual free of charge. Paper manuals may be provided where requested, subject to the Learner paying an additional charge. FGE is committed to reducing our environmental impact and therefore we recommend our brilliant e-manuals as a preference;
- 5.3. For courses which are provided face to face, FGE will generally provide each Learner with an e-manual free of charge, unless the nature of the particular course means that a paper manual is to be provided.

6. Course fees

- 6.1. The fees payable by you and the payment terms relating to your participation in your selected course will be agreed in advance at the point of you signing up for the course,

THE FITNESS GROUP

including any deposit payable by you and/or the terms of any agreed payment schedule. You must comply with any agreed payment schedule and ensure that all instalment payments are paid in full by any dates specified in such payment schedule.

- 6.2. When you have entered into a binding legal contract with FGE under section 3.1 above, you can only end that contract in accordance with section 12 below. Except as specifically set out in those sections, all course fees (including any deposit payments) are non-refundable. If you terminate your contract with FGE in any circumstances other than those outlined at section 12 below, you shall be liable to pay to FGE immediately upon such termination the remaining balance of any course or other fees payable under that contract.
- 6.3. If you choose to pay for your course by agreed instalments and any instalment has not been paid by the due date set out in the agreed payment schedule, then FGE reserves the right to:
 - 6.3.1. suspend your access to the course to which the overdue instalment payment relates, until such payment has been received in full by FGE;
 - 6.3.2. apply a late payment fee of £40 to your course account, payable in addition to the next instalment; and/or
 - 6.3.3. charge you interest on the overdue instalment from the due date until payment of the overdue sum, whether before or after judgment. Interest under this section will accrue each day at 4% a year above the Bank of England's base rate from time to time.
- 6.4. In the instance where you have agreed a payment schedule and you have failed to pay 3 or more instalment payments by the applicable due date, FGE reserves the right to demand immediate payment from you of the remaining balance due under the agreed payment schedule.

7. FGE's rights to make changes

- 7.1. In certain circumstances beyond FGE's control, it may occasionally be necessary to change scheduled course dates and venues. In these circumstances, FGE will use reasonable commercial endeavours to transfer your booking to the next available course at your preferred venue. If you are unable to attend the next available course at your preferred venue, we will offer you the opportunity to book an alternative course of the same value. If you wish to book a more expensive course, this price difference will need to be paid before we can accept the booking. We are unable to accept any liability for any costs or losses incurred by you as a result of any such change.
- 7.2. We may update or require you to update the digital content of an online course, provided that the digital content of the online course shall always match the description of it that we provided to you before you purchased it.

THE FITNESS GROUP

8. Insurance

- 8.1. Where Learners study a course in person at a FGE facility under the guidance of FGE staff, where such Learners are practicing delivery of their course or are carrying out assessments as part of that course those Learners will be covered by FGE's public liability insurance.
- 8.2. Where Learners are practicing delivery of their course or are carrying out assessments as part of an online course, FGE does not provide individual learner public liability insurance and it is the responsibility of the Learner to have in place such insurance cover as the Learner deems appropriate.

9. Course duration and completion of a course

- 9.1. Each Learner will have up to 2 years from commencement of a course to complete a Level 2 qualification and up to 3 years from commencement of a course to complete a Level 3 qualification. If you require more time to complete your course then please notify our Learner Support Team of this by email using the contact details at section 1.2 above. In such circumstances, you will be required to pay an additional charge to extend the duration of your course enrolment.
- 9.2. Upon successful completion of your course, you will be awarded a course completion certificate provided that you have:
 - 9.2.1. completed and passed all units of the course, including all modules and Learner Assessment Portfolios; and
 - 9.2.2. paid in full all fees and any other required payments associated with the course.
- 9.3. Course completion certificates are usually issued within 12 weeks of your successful completion of your course, but these times may vary depending on the requirements of the awarding body.

10. Intellectual property rights and other rights of ownership

- 10.1. All intellectual property rights and other proprietary rights in the courses, the course manuals and materials and the software and platform through which they are provided to Learners belong to FGE (or our licensors) and the rights granted to you under these Terms are licensed (not sold) to you. You have no intellectual property rights in, or to, the courses, the course manuals and materials and any software through which they are provided other than the rights to access and use them in accordance with these Terms.

11. Our responsibility for loss or damage suffered by you

- 11.1. We are responsible for loss or damage that you suffer which is caused by us breaking the contract, unless the loss or damage is:

THE FITNESS GROUP

- 11.1.1. unexpected (i.e. it was not obvious that the loss would happen and nothing you said to us before the purchase was made meant that we should have expected that loss (so, under the law, the loss was unforeseeable));
 - 11.1.2. caused by any delaying event which was outside our control, provided that we informs you of the delaying event as soon as possible after it begins and we do what we can to reduce the delay. If the delay is likely to be substantial, you can contact our Learner Support Team to end the contract and receive a refund for any elements of the course that you have paid for in advance but have not received;
 - 11.1.3. something that you could have avoided by taking reasonable action; or
 - 11.1.4. a business loss (i.e. it relates to your use of the course for the purposes of your trade, business, craft or profession).
- 11.2. We do not exclude or limit in any way our liability to you, or your liability to us, where it would be unlawful to do so. This includes liability for death or personal injury caused by our or your negligence or for fraud or fraudulent misrepresentation.

12. Your rights to cancel the contract

- 12.1. If you are a consumer and you purchased a course online or over the telephone, you have a legal right under consumer legislation to change your mind, cancel your contract with us and receive a refund of what you have paid for it. This right is subject to some conditions, as outlined below.
- 12.2. If you change your mind and wish to cancel your contract with us, you must notify us no later than 14 days after the date on which you signed up for the course in accordance with section 3.1 above. However, please note that you cannot change your mind and cancel your contract in the following circumstances:
- 12.2.1. where you have accessed or begun to stream or download any digital content relating to your course; or
 - 12.2.2. in relation to any face to face lessons which form part of your course, when those lessons have been completed.
 - 12.2.3. The right to cancel does not apply to a course which involves any face to face provision. Those courses are limited and bespoke in nature, with only a limited number of spaces available. If unforeseen circumstances arise which affect your ability to attend a face to face course, we will assist you to try to change the course to another available date (if this is feasible). However, an additional charge may be payable for this. If you do need to change the date of your course, please contact our Learner Support Team using the contact details at section 1.2 above.

THE FITNESS GROUP

12.3. To provide the notification required under section 12.2 above, you can contact our Learner Support Team using the contact details set out at section 1.2 above or complete and send to us (by post or email) the form which can be found in the schedule to these Terms.

12.4. Where you are entitled to a refund under this section 12, this will be paid within 14 days of the date on which you notified us under section 12.2 above. The refund will be paid to you using the same method by which you made your original purchase. You will not be charged a fee for the refund.

13. Our rights to end the contract

13.1. We may end our contract with you if you:

13.1.1. do not make any payment to us when it is due, and you still do not make payment within 14 days of us reminding you that payment is due (please note that you will still be expected to make full payment for your course); or

13.1.2. breach any of the responsibilities set out at section 4 above.

14. If there is a problem with a course

14.1. In the event of any problem with or complaint about a course, please get in touch with our Learner Support Team using the contact details at section 1.2 above and they will do their best to resolve the problem or complaint in accordance with FGE's Complaints Policy.

14.2. Should a Learner wish to appeal a decision made in relation to a course, the Learner must follow the detailed steps set out in our Learner Appeals Policy to register such an appeal.

15. We may transfer the contract to someone else

15.1. FGE may transfer our rights and obligations under the contract to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

16. You need our consent to transfer your rights to someone else

16.1. You may only transfer your rights or your obligations under the contract to another person if we agree in writing.

17. Nobody else has any rights under the contract

17.1. The contract is between you and FGE. Nobody else can enforce it and neither of us will need to ask anybody else to sign off on ending or changing it.

18. If a court finds part of this contract illegal, the rest will continue in force

THE FITNESS GROUP

18.1. Each section of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections will continue to apply.

19. Even if we delay in enforcing this contract, we can still enforce it later

19.1. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

20. Which laws apply to this contract and where you may bring legal proceedings

20.1. These Terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. However, you may be entitled to bring claims against FGE in the courts of your country of residence. This section 20 shall otherwise apply to the maximum extent permitted in your country of residence.