

Training Course Terms & Conditions

1. About the Leep Group, these Terms and your contract with us

1.1 **Who we are.** Leep is the trading name of a group of companies under the ownership of [INSERT PARENT COMPANY NAME, COMPANY NUMBER, ADDRESS] (Leep Group) offering training courses and other educational services across various sectors for a range of accredited and non-accredited certification schemes, including CMI, Cipd and CompTia. The Leep Group company (i.e. the Provider, also referred to as we, our and us in these Terms) who is contracting with you and will be responsible for the delivery of your Course will be set out in your Booking Confirmation.

1.2 **When do these Terms apply?** These Terms set out the basis on which the Provider will deliver a Course. They apply when you make, and the Provider accepts, a booking for a Course.

1.3 **Our contract with you.** The contract for the provision of the Course will be between you and the Provider. A legally binding contract for the provision of the Course will form between you and the Provider when the Provider accepts your Booking in accordance with clause 3.3 below. When an organisation or company makes a booking for one or more employees you will require each employee to observe and comply with these Terms. If your employee breaches these Terms then it will be treated as a breach by you.

1.4 **Changes to the Terms.** We may vary or update the Terms from time to time. The updated Terms will apply to all bookings made and accepted after they are published.

1.5 **There are other terms that will apply to you.** There are additional terms and policies that will apply to your Booking and participation in a Course, including policies about your conduct, ethical standards, use of AI and your obligation to submit assessments via our specified anti-plagiarism software tool. Our standard policies are available on <https://leepgroup.com/legal-policies> and can also be provided on request. We will notify you of the policies that you must comply with by email in advance.

2. Definitions

2.1 Some words in these Terms have special meanings, which are explained below. Whenever the words in this section are used throughout these Terms with a capital letter, they have the special meaning given, otherwise they have their ordinary every day meaning.

Booking Confirmation: a confirmation of the Provider's acceptance of your booking of a Course issued in accordance with clause 3.3

Course: the course detailed in the Training Course Booking Form.

Course Date: the dates on which the Course are to be provided as confirmed in the Booking Confirmation or otherwise amended in accordance with these Terms.

Course Fee: the cost of the Course as detailed in the Training Course Booking Form.

Learner: the individual attending the Course who is identified in the Training Course Booking Form.

Leep Group: has the meaning given in clause 1.1.

Location: the place where the Course will be delivered as set out in the Training Course Booking Form or otherwise notified to you by us from time to time.

Provider: the member of the Leep Group who is providing the Course detailed in the Booking Confirmation.

Terms: these Training Course Terms and Conditions.

Training Course Booking Form: the booking form setting out details of the course you have requested to which these Terms are appended.

you, your: the Learner and, where an organisation or company is making and paying for a booking for one or more Learners, also the organisation or company identified in the Training Course Booking Form, as applicable.

we, our, us: the Leep Group including, as applicable, the Provider.

3. Making a Booking

3.1 You can book a course by completing a Training Course Booking Form and submitting it either via the Provider's website or specified email.

3.2 All bookings are subject to availability, and we have a right to reject a booking. If we do not accept your booking, we will inform you by email as soon as possible.

3.3 Once a booking has been submitted, you may receive an email acknowledging receipt of your Training Course Booking Form. This is not a formal acceptance of your booking and will not give rise to a contract between you and the Provider. If the Provider is able to accept your booking it will issue a Booking Confirmation in an email which will confirm details of: (a) the Provider, (b) the Course; and/or (c) the joining instructions including dates, times and Location of the Course. A contract between you and us will arise as soon as the Booking Confirmation has been issued.

4. Changing or cancelling your Booking

4.1 If you are a self-funded Learner booking a Course other than in the course of your trade or profession (i.e. a consumer), you have a legal right to change your mind and cancel the booking and receive a full refund of any Course Fees paid (including any fees paid for exams) within 14 days of the date of our Booking Confirmation unless you have started the Course in this period in which case you will lose this legal right of cancellation.

4.2 If you wish to cancel or reschedule your booking before a Booking Confirmation has been issued and clause 4.1 does not apply to you, we will issue a full refund of any Course Fees paid.

4.3 If you wish to cancel or reschedule your booking after a Booking Confirmation has been issued but before the Course has started and clause 4.1 does not apply to you, any exam fees that have been paid will be non-refundable and we may also charge you (or, where already paid, retain) the following proportion of the Course Fees:

	Cancellation	Reschedule
Less than 14 days before the date the Course begins	100%	100%

14 to 21 days before the date the Course begins	50%	50%
21 days or more before the date the Course begins	0%	0%

4.4 If you wish to cancel or reschedule your booking after the Course has started, we reserve the right to keep all Course Fees paid, since the booking cannot be allocated to another learner.

4.5 To cancel you must send us a clear statement in writing, preferably by email. We will refund the relevant portion of any Course Fees you have paid if you are a consumer exercising your right under clause 4.1 within 14 days of receiving your notice of cancellation and in all other cases within a reasonable time period after the day on which we receive your notice to cancel. If you have transferred to the Course you are cancelling (see clause 6) then no refund will be payable.

4.6 If you wish to take a break in learning this will be reviewed on a case-by-case basis, however the Course Fee will still be due.

4.7 If any special cancellation terms apply, these will be set out in the Booking Confirmation and will take precedence to these Terms. We will draw your attention to these cancellation terms when you book the Course.

5. Changes to or withdrawals of your Course or associated services

5.1 While we work hard to avoid cancellation, on the rare occasion we may have to cancel, suspend, reschedule or terminate the Course if any circumstances arise which prevent or delay its delivery. These circumstances are likely to be limited to the following reasons:

- 5.1.1 there is insufficient student interest to make it economically viable for us to deliver the Course;
- 5.1.2 the Course cannot be run due to academic, regulatory or legal reasons;
- 5.1.3 the individual delivering the relevant Course unexpectedly cannot provide the training on that day and, despite having taken reasonable steps to provide a replacement trainer, we have not been able to do so; or
- 5.1.4 any circumstances beyond our reasonable control (for example, but not limited to, terrorism, war or national emergency, pandemics or epidemics, fire or flood, severe weather conditions, power failure, political or civil unrest, actions of government or local authority, regulatory changes or withdrawal of any necessary licence).

5.2 If we have to cancel, suspend, reschedule or terminate the Course for any such reasons we will notify you as soon as possible and take reasonable steps to minimise the resulting disruption to you, by, for example:

- 5.2.1 offering you the chance to move to another course where reasonably possible;
- 5.2.2 deferring the start date of the Course in accordance with clause 6;
- 5.2.3 delivering the Course in a different way, from another location or online, or at another time; and/or
- 5.2.4 delivering a modified version of the same Course.

5.3 Where we cancel, suspend or terminate the Course and you are unable to attend the alternative course or it is otherwise unsuitable for your needs, we will return such proportion of the Course Fees already paid as is reasonable having regard to the point at which such cancellation, termination or suspension takes place. For example, where we cancel before the start of the Course, you will be entitled to a full refund of Course Fees but if you have attended 80% of the Course, you may only be entitled to a 20% refund of the Course Fees.

5.4 Apart from the return of the Course Fees already paid in accordance with clause 5.3, we will not have any liability to you for any loss or damage you suffer or incur as a result of the cancellation, suspension or termination of the Course, including but not limited to any increased costs or expenses or any loss of profit, business, or contracts, or any special, indirect or consequential loss or damage.

5.5 We will use all reasonable efforts to deliver teaching and related educational and other services and facilities required for your chosen Course in accordance with the descriptions applied to it for the period in which you begin the Course. However, we may need to make reasonable changes to the Course or to related educational and other services and facilities either permanently or temporarily where that will enable us to deliver a better quality of educational experience, action any feedback received from prior attendees, update our content / syllabus in line with best practice, undertake essential maintenance work, upgrades or repairs on any information technology systems or to comply with any regulatory or other legal requirements from time to time.

5.6 If any material changes are made to the content, syllabus or delivery of your Course prior to your Course starting, we will update the relevant Course pages on our website and inform you of these changes as soon as possible. If you wish to cancel your booking on the Course, we will offer a full refund of the Course Fees.

5.7 If changes need to be made during a Course, we will consult with you on any material changes and in all cases, we will update the relevant Course pages on our website and notify you of the change as soon as possible. If you have concerns regarding the change that cannot be resolved informally you may wish to make a formal complaint in line with our complaints procedure. If you wish to cancel your booking on the Course, we will offer a full refund of the Course Fees. If you are a consumer, and wish to cancel your booking on the Course, we will refund you a proportionate amount of the Course Fees.

5.8 In certain circumstances we may also need to cancel, withdraw or rearrange individual classes or services, the individuals delivering them or the method of delivery (e.g. from in person to online learning). We will let you know as soon as possible of such changes and try to minimise any disruption such a change may cause to you. If you are unable to attend any rearranged class, please get in touch with us and we will do our best to work with you to resolve the issue. If you are a consumer, and are unable to attend the rearranged class, we will offer you a refund for that class.

6. Transfers

6.1 You may not request transfer to a later iteration after commencement of the Course.

6.2 You may transfer to a different iteration of the Course if the following conditions are satisfied:

- 6.2.1 you have settled the original invoice by the due date;
- 6.2.2 you give us notice of your request in writing at least 30 days prior to the commencement of the original start date; and
- 6.2.3 places are available on the Course to which you wish to transfer.

6.3 Transfers will only be permitted on one occasion. Once you have transferred, you cannot transfer again and will not be refunded the Course Fee if you fail to attend the date to which the booking was transferred to.

7. Fees

7.1 By submitting a Training Course Booking Form, you reserve a place on the Course (subject to availability) and agree to pay the Course Fee.

7.2 If you are a Learner who is self-funding a Course (i.e. paying for it themselves), you can set up a direct debit to pay for the Course or pay in full. If you finish the Course before the whole Course Fee has been paid, we reserve the right to only certify your completion of the Course / provide your results once full payment has been made. Any missed payments on direct debit will result in you temporarily losing access to the Course.

7.3 If an employing organisation or company is paying for the Course, an invoice will be issued which must be paid within 15 days of receipt or 15 days before the Course starts, whichever is earlier. We also reserve the right to request payment of a deposit in order to secure your place on a Course.

7.4 We reserve the right to exclude Learners if the Course Fee remains unpaid at the start of a Course.

7.5 If we are unable to collect any payments you owe us, we may charge interest on the overdue amount at the rate of 4% above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You pay us the interest together with any overdue amount. We may also charge a late payment fee of £30 at our discretion to compensate for the administrative cost of recovering the late payment from you.

7.6 We occasionally run offers and promotions for Courses. Any offer or discounted cost applies to new learners only, and learners already enrolled are not eligible for any refund of costs.

7.7 The Course Fee does not include the cost of any re-sits of assessments or exams, which we shall be entitled to charge in addition at the then current rates for such assessments or examinations.

8. Distance and blended learning

8.1 Courses should be completed and all assessments submitted by the Course completion deadline set out in the Booking Confirmation, outline of the Course, or otherwise communicated to you from time to time. Additional time can be agreed with you; however, you will be liable to pay extra costs for the additional tutor time and support received.

8.2 Support and tutorials by phone, email or Zoom / Microsoft Teams are included in the Course Fee. Where the

Course is delivered online, if face-to-face support or tutorials are required, this may incur a fee. The amount will be dependent on your location.

9. Your learning commitments

- 9.1 The Learner shall:
 - 9.1.1 attend the Course and to study for the advised number of hours to assist their learning. If any circumstances arise that may affect your learning, they should inform their tutor as soon as reasonably possible;
 - 9.1.2 always conduct themselves in a professional and respectful manner when attending the Course, arriving for classes at the stated time;
 - 9.1.3 follow all our policies and procedures, which are available on <https://leepgroup.com/legal-policies> and can be provided on request, as updated from time to time;
 - 9.1.4 submit only their own original work for assessments; and
 - 9.1.5 comply with all examination and assessment regulations as notified to the Learner.
- 9.2 We will use reasonable efforts to ensure that assignments submitted will be marked and feedback provided to the Learner within four weeks of the submission date or such other timeframe as is determined by the relevant approved training organisation, certifying or awarding body of the Course.
- 9.3 We reserve the right to temporarily or permanently withdraw a Learner from the Course if:
 - 9.3.1 they break any of the rules in clause 9.1; or
 - 9.3.2 they are deemed to do anything unlawful, malicious or discriminatory or which causes nuisance, offence or annoyance to us, or any other person or which damages our reputation.
- 9.4 No refund of Course Fees is payable where the Learner is withdrawn from the Course under clause 9.3.

10. Use of data and data protection

10.1 We may collect and process your personal data for the purposes of providing the Course. We are the data controller of any personal information you provide to us. We process that information in accordance with the UK General Data Protection Regulation (**UK GDPR**), the Data Protection Act 2018 and in line with our Privacy Notices (which are available on <https://leepgroup.com/legal-policies> and copies of which are available on request).

10.2 We will process your personal data only for the following purposes:

- 10.2.1 to provide you with the Course;
- 10.2.2 to process payments; and
- 10.2.3 to send you information about similar services, where you have opted in.

10.3 We will only share your personal data with other organisations where it is necessary for one of the purposes listed in clause 10.2. In particular but without limitation, we may share certain data with the qualification awarding body in order for them to process your award. This includes your name, contact details, DOB, course studied and samples of your work.

10.4 If we share your personal data with other organisations,

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we will ensure appropriate data protection measures are in place. This may include but is not limited to reviewing the organisation's data protection policies, entering into a data sharing agreement, or conducting a Data Protection Impact Assessment (DPIA).

10.5 We may also disclose your personal information where required to do so by law, regulation, or in response to a valid government request.

10.6 All reasonable measures will be taken to ensure your data is secure. We will not hold data any longer than necessary to deliver the Course, process your qualification and comply with any legal obligations we are under. You can submit a request at any time for the information held on you. Full details of your rights, including the rights of access, rectification, erasure, restriction, data portability, and objection are set out in our Privacy Notices.

10.7 We encourage you to disclose any medical conditions, accessibility requirements, disabilities or special educational needs that may affect your learning as soon as possible, and preferably before the Course starts. We will make reasonable adjustments to accommodate your needs on the Course.

10.8 If you wish to disclose any accessibility requirements or special education needs, you can do so by emailing hello@ectatraining.co.uk. All such disclosures shall be confidential and shared only with staff who need to know in order to provide support.

11. Escalation of problems

11.1 If you encounter any issues relating to your studies, please speak to your course tutor in the first instance. For complaints and grievances, please email [INSERT].

12. Liability

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

12.1.1 death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors; and/or

12.1.2 fraud or fraudulent misrepresentation.

12.2 We will be liable to you for loss or damage you suffer that is a foreseeable result of our breach of the contract or if we fail to carry out our obligations under the contract to a reasonable standard, but not to the extent that any such failure is attributable to you or a third party that is not within our control (for example, another student, any third party or person who is not an employee, sub-contractor or authorized representative of us).

12.3 We will not be liable for:

12.3.1 loss or damage which was not foreseeable (for this purpose losses are foreseeable if they were an obvious consequence of our breach of the contract or if they were contemplated by us at the time we entered into the contract);

12.3.2 any loss of profit, loss of opportunity or loss of income, howsoever arising; or

12.3.3 the non-return of work submitted for assessment.

12.4 While we will provide the Course using reasonable care and skill, we do not make any promise or guarantee that you will achieve a specific result, qualification or outcome from taking the Course.

12.5 Except where you are a consumer (in which case this clause 12.5 does not apply), our total liability to you

howsoever arising under or in connection with the contract (including without limitation liability in contract, tort (including but not limited to negligence), misrepresentation or otherwise) is limited to the Course Fees paid by you to us in respect of the Course.

12.6 Where you are a consumer, nothing in these Terms affects any legal rights you may have in law, such as under the Consumer Rights Act 2015, also known as "statutory rights". For more detailed information on your rights visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06.

12.7 Views and opinions expressed by lecturers during the Course are the views and opinion of the lecturers.

13. General

13.1 All intellectual property used or created by or for us in the design and delivery of the Course (including but not limited to methods, techniques and processes) and in Course materials are our property, and you undertake and warrant that you shall not copy or reproduce the whole or any part of it other than for your own personal study purposes, nor transfer the whole or any part of it to any person.

13.2 The contract is only enforceable by you and us. No other person shall have any rights in connection with the contract. For the avoidance of doubt where an employer organisation or company makes a booking and/or pays for the Course on behalf of the Learner, that organisation or company shall be responsible for procuring that the Learner complies with these Terms.

13.3 These Terms constitute the whole agreement between you and us regarding the Course and all other terms are excluded. You have not been induced to make a booking by any statement which is not set out in the Training Course Booking Form, these Terms or elsewhere on our website.

13.4 The headings in these Terms are included for convenience or reference only and shall not affect their interpretation.

13.5 If any part of the contract becomes illegal or invalid, the parts of the contract which are not illegal or invalid shall remain in force.

13.6 Failure or delay of either you or us to enforce any part of the contract shall not affect either of our rights to enforce the same part later (or on a separate occasion) or the rest of the contract.

13.7 The contract is governed and construed in accordance with English law and any legal claims or proceedings in respect of the contract must be brought in the English courts. However, if you are a consumer living in Wales, Scotland or Northern Ireland, you can also bring claims or proceedings against us in the courts of the country you live in. We can also bring claims or proceedings against you in the courts of the country you live in.