

Online Instructor Training Course Terms and Conditions

1 These terms

- 1.1 What these terms cover.** These are the terms and conditions on which we provide online instructor training courses to you (“**our services**”).
- 1.2 Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide our services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.
- 1.3 Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:
- you are an individual.
 - you are buying our services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
- 1.4 If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms and conditions.
- 1.5 If you are a business customer, you may request that we provide our services to someone who works for you.** If you are a business customer, you can request that we make the services available directly to someone who works for you, through their Online Learner Account (see further clause 4.5.2) (“**Nominated Person**”). You must request this in writing to us and provide us with the Nominated Person’s name and relevant details of their Online Learner Account (such as the email address they have used to set up their account). If you make such request and we provide services directly to that Nominated Person, our contract will remain with you as the business customer and will not transfer to the Nominated Person.
- 1.6 Nominated Person’s access to the services.** If you are a business customer and you have nominated a Nominated Person to receive our services, under clause 1.5 above, you can request that we stop providing the services to that Nominated Person at any time by contacting us in writing. We will respond within a reasonable time to let you know if we can do this.
- 1.7 Indemnity if we provide our services to a Nominated Person.** You will defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with any claim by a Nominated Person where we have complied with the request from you to stop providing services to that person.

2 Information about us and how to contact us

- 2.1 Who we are.** We are Spin City Aerial Fitness Ltd, a company registered in England and Wales. Our company registration number is 07151121 and our registered office is at The Old Schoolhouse, 75a Jacobs Wells Road, Clifton, Bristol, BS8 1DJ. Our registered VAT number is 200442767.
- 2.2 How to contact us.** You can call us on 07866490876 or write to us at Spin City Post, PO Box 344, Wallingford, OX10 1FD or by email to spincityaerialfitness@gmail.com.

- 2.3 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.
- 3 Our contract with you**
- 3.1 Your order.** You can place an order for our services on our website (<http://www.spin-city-instructor-training.com/>).
- 3.2 How we will accept your order.** When you place an order with us, you will receive an email confirmation of your order from us. This email confirmation does not mean that your order has been accepted. We will confirm that that we have accepted your order by sending you or, if you are a business customer, your Nominated Person a 'Course Welcome' email, at which point a contract will come into existence between you and us.
- 3.3 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the services. This might be because the services that you have ordered are unavailable, because you or, if you are a business customer, your Nominated Person do not meet the eligibility criteria for the services, because we cannot authorise your payment, because we do not have all of the information required to complete your order, or because there has been an error in the price or description of the services.
- 4 Our services**
- 4.1** We provide online training courses for pole and aerial fitness instructors through our Spin City Online Learning Platform ("**Platform**"). Such courses may include providing access to various online course materials including videos, powerpoint presentations and training manuals, and carrying out assessments. The details and descriptions of such courses are set out on our website and/or our mobile application.
- 4.2 Eligibility.** To order and participate in any of our services, you need to ensure that you or, if you are a business customer, your Nominated Person meet(s) the eligibility criteria set out in the description of the services on our website and/or our mobile application. It is your responsibility to ensure that you or the Nominated Person meet(s) such eligibility criteria and we will not be liable to you or any third party (including any Nominated Person) for any loss or damage suffered by you or any third party as a result of any failure to meet any of the eligibility criteria. If we discover that you or your Nominated Person fail(s) to meet any of the eligibility criteria after a contract has been entered into between us, we may cancel the contract and clause 11.2 will apply.
- 4.3** You are responsible for ensuring that you or, if you are a business, your Nominated Person are in an appropriate physical condition to complete any physical aspects of the services safely and effectively. We recommend that you seek advice from a healthcare professional before using any of our services. We are not responsible for any loss or damage that you may suffer as a result of your failure to do so.
- 4.4** You are responsible for finding an appropriate venue and for using appropriate equipment in order to use our services. We are not responsible for providing you with any equipment or for any loss or damage suffered by you or any third party in connection with your use of any venue or equipment.
- 4.5 Spin City Online Learning Platform**
- 4.5.1** Our services are provided through the Platform. The Platform is hosted by Litmos and is accessible via our website and/or our mobile application.
- 4.5.2** In order to access the Platform, you will be required to set up an Online Learner Account on the Platform by setting up a username and password and creating an online profile. If you are a

business customer who has nominated a Nominated Person to receive the services, then you will ensure that Nominated Person sets up an Online Learner Account and notify us that this will be the arrangement.

- 4.5.3 You are responsible for ensuring that the computer or other device that you use to access the Platform is suitable, including ensuring that your internet connection is adequate to access the Platform or otherwise use our services. We will not be liable for any failure to use our services that occurs as a result of any computer or other device or connection being unsuitable for use of our services.
- 4.5.4 The platform is provided “as is”, “where is” and “as available”. We do not warrant or guarantee the performance of the Platform, or any aspect or portion thereof.
- 4.5.5 We do not warrant that the Platform will be uninterrupted or error free or that certain results may be obtained by anyone in connection with its use.

4.6 **Assessment.**

- 4.6.1 Subject to clause 4.6.2, where any assessments are required to be carried out as part of the services, you are responsible for finding an appropriate location in which to carry out such an assessment and for providing any equipment necessary for such an assessment.
 - 4.6.2 If you are unable to find a suitable location, you may contact us on 07866490876 or by email to spincityaerialfitness@gmail.com to request a fact-to-face assessment at one of our course venues in the UK at Newbury, Bristol or Stockport. A fee of £60 will be payable in respect of the venue hire, administration and the cost of the assessor. Any bookings for such face-to-face assessments must be made at least one month in advance unless we agree otherwise.
 - 4.6.3 Any assessments required to be completed as part of the services must be completed within 12 months of the date on which the contract comes into existence between you and us under clause 3.2. You may extend this 12 month period for carrying out any such assessments by further periods of 12 weeks by paying a fee of £40 in respect of each 12 week period, provided that no more than two extensions may be purchased. If you fail to complete your assessment by the expiry of the final extension, the contract shall terminate. In such circumstances, you may place a further order for the same course at a discounted rate of 50% of the cost of the course at the time of purchase. We may decide, at our sole discretion, to grant you further extensions and/or to waive any fees payable in respect of such extensions. We reserve the right to amend any such fees at any time at our discretion.
- 4.7 If we determine in our sole discretion that you have successfully completed one of our courses, you will be awarded recognised certification credentials which are accredited by Active IQ. We will send you one copy of the relevant certificate to the address provided to us in your order.

5 **Providing the services**

- 5.1 **When we will provide the services.** We will provide the services to you or, if you are a business customer, your Nominated Person until: (i) we determine that you have successfully completed the relevant course, (ii) the 12 month period and any extensions have expired in accordance with clause 4.6.3, (iii) you end the contract as described in clause 9 or (iv) we end the contract by written notice to you as described in clause 11.
- 5.2 **We are not responsible for delays outside our control.** If our provision of the services is delayed by an event outside our control then we will contact you or, if you are a business customer, your Nominated Person as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

5.3 What will happen if you do not give required information to us. We may need certain information from you so that we can provide the services to you or, if you are a business customer, your Nominated Person, for example, name, address, or evidence of satisfaction of eligibility criteria. If so, this will have been stated in the description of the course on our website or mobile application. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 11.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

5.4 Reasons we may suspend the provision of the services to you. We may have to suspend the provision of the services to:

5.4.1 deal with technical problems or make minor technical changes;

5.4.2 update the services to reflect changes in relevant laws and regulatory requirements; or

5.4.3 make changes to the services as requested by you or notified by us to you (see clause 7).

5.5 Your rights if we suspend the provision of the services. We will contact you in advance to tell you we will be suspending provision of the services, unless the problem is urgent or an emergency. If we have to suspend the services for longer than 1 week we will adjust the price so that you do not pay for the services while they are suspended. You may contact us to end the contract for the services if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 1 week and we will refund any sums you have paid in advance for the services in respect of the period after you end the contract.

5.6 We may also suspend supply the provision of the services if you do not pay. If you do not pay us for the services when you are supposed to (see clause 8.4) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend provision of the course until you have paid us the outstanding amounts. We will contact you to tell you we are suspending provision of the services. We will not charge you for the course during the period for which it is suspended. As well as suspending the course we can also charge you interest on your overdue payments (see clause 8.5).

6 Your rights to make changes

If you wish to make a change to the services that you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the services or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

7 Our rights to make changes

7.1 Minor changes to the services. We may change the services:

7.1.1 to reflect changes in relevant laws and regulatory requirements; and

7.1.2 to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the services.

7.2 More significant changes to the services. In addition, we may make more significant changes to the services, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any services paid for but not received.

8 Price and payment

- 8.1 Where to find the price for the services.** The price of the services (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the services advised to you is correct. However please see clause 8.3 for what happens if we discover an error in the price of the services you order.
- 8.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we provide the services to you, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.
- 8.3 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price of the services at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price of the services at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.
- 8.4 When you must pay and how you must pay.** We accept payment through PayPal. Unless otherwise agreed in writing with us, you must pay for the services at the time of ordering. We may, at our sole discretion, allow you to make payment for a course in instalments in which case an instalment plan will be agreed in writing between us. In such circumstances, you must pay each instalment on the due date for payment.
- 8.5 We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

9 Your rights to end the contract

- 9.1 Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at 9.1.1 to 9.1.5 below the contract will end immediately and we will refund you in full for any services which has not been provided and you may also be entitled to compensation. The reasons are:
- 9.1.1** we have told you about an upcoming change to the services which you do not agree to (see clause 7.2);
 - 9.1.2** we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;
 - 9.1.3** there is a risk that provision of the services may be significantly delayed because of events outside our control;
 - 9.1.4** we have suspended provision of the services for technical reasons, or notify you we are going to suspend it for technical reasons, in each case for a period of more than 1 week; or
 - 9.1.5** you have a legal right to end the contract because of something we have done wrong.
- 9.2 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then you may have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 9.3 When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of services once these have been completed, even if the cancellation period is still running.

9.4 How long do consumers have to change their minds? If you are a consumer, you have 14 days after the day we email you to confirm we accept your order in accordance with clause 3.2. We will only start providing the services to you during that 14 day period if you expressly request that we do so. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind which may include the cost of providing you with access to the course manual.

9.5 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you are not a consumer who has a right to change their mind, you can still end the contract before it is completed, but you may have to pay us compensation. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

10 How to end the contract with us (including if you are a consumer who has changed their mind)

10.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

10.1.1 Phone or email. Call us on 07866490876 or email us at spincityaerialfitness@gmail.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.

10.1.2 By post. Write to us at Spin City Post, PO Box 344, Wallingford, OX10 1FD, including details of what you bought, when you ordered or received it and your name and address.

10.2 How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the services by the method you used for payment. However, we may make deductions from the price, as described below.

10.3 When we may make deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

10.4 When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind

11 Our rights to end the contract

11.1 We may end the contract if you break it. We may end the contract at any time by writing to you if:

11.1.1 you 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;

11.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services; or

11.1.3 you or, if you are a business customer, your Nominated Person do not meet any of the eligibility criteria required to order and participate in the services.

11.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 11.1 we will refund any money you have paid in advance for the services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

11.3 We may withdraw the services. We may write to you to let you know that we are going to stop providing the services. We will let you know at least 30 days in advance of our stopping the provision of the services and will refund any sums you have paid in advance for services which will not be provided.

12 If there is a problem with the services

How to tell us about problems. If you have any questions or complaints about our services, please contact us. You can call us on 07866490876 or write to us at Spin City Post, PO Box 344, Wallingford, OX10 1FD or by email to spincityaerialfitness@gmail.com.

13 Our responsibility for loss or damage suffered by you if you are a consumer

13.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.

13.3 We are not liable for business losses. If you are a consumer we only provide the services for to you for domestic and private use. If you use the services for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 14.

14 Our responsibility for loss or damage suffered by you if you are a business

14.1 Nothing in these terms shall limit or exclude our liability for:

14.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

14.1.2 fraud or fraudulent misrepresentation; or

14.1.3 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

14.2 Subject to clause 14.1:

14.2.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and

14.2.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £3,200.

14.3 If we provide services to a Nominated Person and we breach our obligations under this contract then we shall only have a liability to you in respect of such breach and you will defend, indemnify and hold us harmless against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with any claim which a Nominated Person may make directly against us in respect of our services.

15 How we may use your personal information

15.1 For the purposes of these terms, “**Data Protection Legislation**” means up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter:

- (a) unless and until the General Data Protection Regulation ((EU) 2016/679) (“**GDPR**”) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and then
- (b) any successor legislation to the GDPR or the Data Protection Act 1998,

and “**data controller**”, “**data processor**”, “**personal data**” and “**data subject**” shall each have the meanings as defined in the Data Protection Legislation.

Consumers

15.2 If you are a consumer, we will only use your personal information as set out in our privacy policy published at www.spincityinstructortraining.com. You can also obtain a copy of our privacy policy by emailing us on spincityaerialfitness@gmail.com

Business Customers

15.3 If you are a business customer and we process any personal data on your behalf when performing our obligations under our contract with you, you acknowledge that you will be the data controller and we will be the data processor for the purposes of the Data Protection Legislation. We may process personal data on your behalf including names and email addresses in order to fulfil our obligations under these terms and our contract with you. We will only process such personal data for as long as is necessary to comply with our obligations under these terms and the contract.

15.4 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 15 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

15.5 Without prejudice to the generality of clause 15.4, you will ensure that you have all necessary and appropriate consents and notices in place to enable lawful transfer of the personal data to us for the duration and purposes of the contract.

15.6 Without prejudice to the generality of clause 15.4, we shall, in relation to any personal data processed in connection with the performance by us of our obligations under these terms and the contract:

15.6.1 process that personal data only on your written instructions unless we are required by the laws of any member of the European Union or by the laws of the European Union applicable to us to process personal data (“**Applicable Laws**”). Where we are relying on laws of a member of the European Union or European Union law as the basis for processing personal data, we shall notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from so notifying you;

15.6.2 ensure that we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

15.6.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

15.6.4 assist you, at your cost, in responding to any request from a data subject and in ensuring compliance with your obligations under the Data Protection Legislation with respect to security,

breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- 15.6.5 notify you without undue delay on becoming aware of a personal data breach;
 - 15.6.6 at your written direction, delete or return personal data and copies thereof to you on termination of the contract unless required by Applicable Law to store the personal data; and
 - 15.6.7 maintain complete and accurate records and information to demonstrate our compliance with this clause 15.
- 15.7 You consent to us appointing third-party processors of personal data under our contract with you, provided that we notify you of the identity of any such third-party processors prior to their appointment and provided that we inform you of any intended changes concerning the addition or replacement of any such third-party processors. We confirm that we have entered or (as the case may be) will enter with any third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause. As between you and us, we shall remain fully liable for all acts or omissions of any third-party processor appointed by us.
- 15.8 You consent to us transferring personal data outside of the European Economic Area for the purposes of our contract with you.
- 15.9 We may at any time revise this clause 15 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.
- 15.10 If you are a business customer, you shall defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your failure to comply with this clause 15.

16 Intellectual Property Rights

- 16.1 We and our licensors will retain ownership of all intellectual property rights in the Platform and in any course materials made available to you or, if you are a business customer, your Nominated Person in connection with the services.
- 16.2 We grant you (or will procure the right to grant you) a licence to use our services and the Platform for the duration of the contract solely for the purpose of using our services.

17 Other important terms

- 17.1 **We may transfer these terms and condition to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for services not provided.
- 17.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 17.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 17.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.5 **Even if we delay in enforcing this contract, we can still enforce it later.** 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. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

17.6 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer. These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.

17.7 Which laws apply to this contract and where you may bring legal proceedings if you are a business. If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.