

TERMS & CONDITIONS

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LAST MODIFIED: [09/2025]

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TEAR Group Terms & Conditions

These Terms and Conditions (“Terms”) govern all services provided by **TEAR Group Ltd** (“TEAR Group,” “we,” “us,” or “our”) to any individual or organisation (“Client,” “Learner,” or “you”). By booking, paying for, or attending any course or service, you acknowledge that you have read, understood, and agree to be bound by these Terms.

1. DEFINITIONS

1.1. **“Services”** means the training, consultancy, and related offerings provided by TEAR Group.

1.2. **“Client”** means the contracting individual, organisation, or entity purchasing Services.

1.3. **“Learner”** means any participant registered to attend a course.

1.4. **“Contract”** means the legally binding agreement formed pursuant to clause 8 of these Terms.

1.5. **“Applicable Law”** includes, without limitation, the following legislation as amended or replaced from time to time:

- UK General Data Protection Regulation (UK GDPR) and Data Protection Act 2018
- Equality Act 2010
- Health and Safety at Work etc. Act 1974
- Consumer Rights Act 2015
- Misrepresentation Act 1967
- Defamation Act 2013

- Copyright, Designs and Patents Act 1988
 - Electronic Communications Act 2000
 - Contracts (Rights of Third Parties) Act 1999
 - Civil Procedure Rules (CPR) governing civil litigation
 - Education and Skills Act 2008
 - Ofqual General Conditions of Recognition
 - Education Inspection Framework (EIF) where relevant
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2. GOVERNING LAW AND JURISDICTION

2.1. These Terms shall be governed by and construed in accordance with the laws of England and Wales.

2.2. The courts of England and Wales shall have exclusive jurisdiction in relation to any dispute arising under or in connection with these Terms.

3. DATA PROTECTION AND RETENTION

3.1. TEAR Group shall process personal data in accordance with **UK GDPR** and the **Data Protection Act 2018**.

3.2. Personal data shall be retained for no longer than **three (3) years**, unless extended retention is required by law (e.g., HMRC record-keeping obligations).

3.3. Learners' assessment records will be stored for periods required by the relevant **Awarding Organisation** and Ofqual's **General Conditions of Recognition** (e.g., retention of learner work for External Quality Assurance purposes).

3.4. Retention periods shall be assessed with reference to the type and purpose of data collected, applicable laws, and business necessity.

3.5. Upon expiry, consent will be sought for retention solely for marketing purposes.

3.6. Learners may exercise their data subject rights under Articles 15–21 of the UK GDPR at any time.



3.6. TEAR Group may rectify, update, or remove incomplete or inaccurate personal data at its sole discretion.

4. MARKETING COMMUNICATIONS

4.1. TEAR Group may use personal data for direct marketing in compliance with the **Privacy and Electronic Communications (EC Directive) Regulations 2003 (PECR)**.

4.2. Clients shall be entitled to opt out of marketing at any time.

4.3. Notwithstanding clause 4.2, TEAR Group reserves the right to issue non-marketing communications necessary to fulfil contractual obligations.

4.4. Clients acknowledge that essential service communications (e.g., joining instructions, certification updates) may be sent irrespective of marketing preferences.

5. PHOTOGRAPHY, FILMING, AND RECORDINGS

5.1. Course delivery may involve photography and/or video recording

5.2. Assessment recordings are retained and disclosed strictly in line with **Awarding Organisation requirements** and **Ofqual's General Conditions of Recognition** (Condition A5: Availability of Records).

5.3. TEAR Group may produce images and recordings pursuant to course delivery. Such processing shall be justified under **UK GDPR Article 6(1)(f)** (legitimate interests), relevant but not limited to:

- (a) Assessment and quality assurance
- (b) Business development and marketing

5.4. Consent will always be sought for marketing use; however, assessment evidence is retained under the **Education and Skills Act 2008** and Awarding Body rules.

5.5. Clients shall be entitled to opt out of marketing at any time. Opt-out field will be made available on relevant correspondence.

5.3. Assessment recordings shall be securely stored in accordance with TEAR Group's **Digital Recording & Storage Policy** and disclosed to Awarding Organisations, External Quality Assurers, and regulatory bodies as required by the **Education and Skills Act 2008**.

6. FEEDBACK, REVIEWS, AND COMPLAINTS

6.1. Reviews must comply with the **Defamation Act 2013** and be fair, accurate, and not misleading under the **Consumer Protection from Unfair Trading Regulations 2008**.

6.2. Clients will be encouraged to provide feedback and reviews via platforms including Trustpilot and/or Google.

6.3. Constructive criticism is welcomed; however, defamatory or unlawful content may result in legal action under civil law.

6.4. Complaints shall follow TEAR Group's internal **Complaints Policy**. If unresolved, escalation to relevant Awarding Bodies or Ofqual is permitted.

6.5. Disputes unresolved internally may proceed under the **Civil Procedure Rules**.

6.6. Complaints will be handled per TEAR Group's **Complaints Policy**, which aligns with:

- Ofqual **General Conditions of Recognition** (Condition I1: Handling of Complaints)
 - Awarding Body requirements for escalation and learner redress
- 6.3. If unresolved internally, complaints may be escalated to the relevant **Awarding Organisation** or **Ofqual**, pursuant to the regulatory framework

7. TESTIMONIALS AND THIRD-PARTY LOGOS

7.1. TEAR Group may request testimonials within **twenty-four (24) months** of course completion.

7.2. Testimonials will only be used with consent and must comply with **Consumer Rights Act 2015** (fair trading standards).

7.3. Testimonials may be published with consent and shall comply with the **Consumer Protection from Unfair Trading Regulations 2008 (CPRs)** to avoid misleading practices.

7.4. Use of logos or intellectual property is subject to the **Copyright, Designs and Patents Act 1988** and Awarding Body agreements.



7.5. Selected testimonials may be published for marketing purposes. Clients may withdraw consent at any time, in which case TEAR Group shall remove the testimonial within **ten (10) business days**.

7.6. Statistical information (conversion into employment) and career path journeys will be collated as part of the gathering of testimonials from learners who enrol through employability programmes/schemes

8. SOCIAL MEDIA

8.1. TEAR Group's official social media presence is managed solely by authorised administrators.

8.2. TEAR Group aims to maintain an active presence across the following social media platforms including (but not limited to):

- WhatsApp Business
- Instagram
- Facebook
- LinkedIn
- Tick Tock

8.2. Any misinformation published about a client/learner shall be rectified or removed upon written request addressed to info@teargroup.co.uk [Subject Title: **Social Media**], detailing the misinformation. Amendments will be reviewed and rectified within 72 hours of acknowledged confirmation along with a response to original correspondence.

8.3. TEAR Group reserves the right to request removal of defamatory or misleading content under the **Defamation Act 2013** and **Electronic Communications Act 2000**.

9. CONTRACT FORMATION

9.1. A binding contract arises upon payment of a deposit, full payment, purchase order and/or written confirmation of booking (including email).

9.2. The **Consumer Rights Act 2015** applies to ensure services are provided with reasonable care and skill

9.2. Clients indemnify TEAR Group against claims arising from breach of these Terms or unlawful conduct.

10. COURSE RESERVATIONS, FEES, AND PAYMENTS

10.1. Course fees are displayed on the website and inclusive of VAT unless otherwise stated.

10.2. Reservations are confirmed upon completion of booking procedures. Courses may be postponed or cancelled if minimum participant numbers are not met.

10.3. Payment must be received prior to commencement. This is applicable for booking made by the individual delegate and/or an individual delegate/s booked onto a course and sent by an organisation to a TEAR Group training location.

10.4. Exemption of cleared payments prior to course commencement applies to organisational block courses booked; whereby a purchase order has been issued, and/or payment terms have been agreed (meeting minimum 30-days from invoice issued).

10.5. ELC-funded students shall pay a **non-refundable 20% deposit** as mandated by the **Enhanced Learning Credits Administration Service (ELCAS)** scheme.

10.6. Bank transfer payments are only valid once cleared; all transfer charges are borne by the Client.

10.7. Discounts/promotions shall be lawful, transparent, and compliant with **Consumer Protection legislation**.

10.8. Payments to TEAR Group are via the following banking details:

TEAR Group Ltd

Sort Code: 04-00-03

Account Number: 61977592

Bank Name: Monzo Business

VAT Number: TBC

11. COURSE DISCOUNT FEES AND/OR PROMOTIONS

11.1. TEAR Group discounts will be shared via scheduled promotional drives. Promotional reference codes will be allocated to identify and/or monitor promotional trends. All collated data will be handled in accordance with **GDPR** and **Data Protection Act 2018**.

11.2. Discount will vary subject to the promotional focus, course, and/or business sector or individual criteria.

11.3. Discounts 20% or more will be aligned with criteria clauses (subject to the course) which, may include full cohort bookings only. Thus excluding minimum learner options applied to non-discounted courses.

12. REASONABLE ADJUSTMENTS

12.1. TEAR Group shall comply with the **Equality Act 2010** by making reasonable adjustments for learners with disabilities or medical conditions.

12.1. Disclosures of medical or disability-related conditions shall be treated confidentially under the **Equality Act 2010**.

12.2. Adjustments shall be made where reasonable and safe under the **Health and Safety at Work etc. Act 1974**.

12.3. Reasonable adjustments will be explored thoroughly in accordance with the **Equality Act 2010**.

12.4. To exploring reasonable adjustments participants are encouraged and provided the opportunity to disclose to the best of their knowledge, conditions that may impact their learning or involvement in their course/training. This includes, but is not exhaustive:

- Pregnancy
- Heart Conditions
- Angina
- Epilepsy
- Seizures
- Diabetes
- Nausea
- Asthma
- Musculoskeletal Pains
- Physical Injury
- Physical Disabilities
- Mental Disabilities

- Invisible Disabilities
- Learning Disabilities

12.5. Enrolment may be refused where adjustments cannot be reasonably met or safely implemented without disadvantaging other participants.

13. COURSE DELIVERY

13.1. Course details and joining instructions shall be issued electronically no later than **eight (8) days** prior to commencement.

13.2. Participants on blended course will be expected to complete relevant self-study prior to commencement of their course. Failure to complete by scheduled Guide Learning Hour dates may result in the participant being rescheduled to a later course date subject to availability. Refund is subject to conditions laid out in section 13.

13.3. TEAR Group is not responsible for provision, maintenance, or replacement of clothing/equipment unless expressly stated.

13.4. Resits for exams will be limited to 2, with those thereafter subject to a resit admin fee of £30.00

13.5. Participants who need to resit exams, however a time period of 3-month or more has passed since original course dates. Would be expected to revisit course days to supplement relevant content. Which may equate to a full course fee being applied in some circumstances. For independent consideration learners will need to submit details in writing to accounts@teargroup.co.uk

14. CERTIFICATES AND REPLACEMENTS

14.1. Certificates are issued in accordance with the timelines of the relevant **Awarding Organisation**.

14.2. TEAR Group shall dispatch certificates within **15 working days** of receipt.

14.2. Replacement certificates are chargeable under the Awarding Body's terms and the **Consumer Rights Act 2015** (fair costs principle). Requests will be processed within **28 days** at the Awarding Body's fee plus a minimum £30 administration charge.

15. AMENDMENTS, CANCELLATIONS, AND REFUNDS

15.1. Client cancellations shall incur fees as outlined in clause 13.2, in compliance with the **Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**.

15.2. Amendments to booking dates may incur an administration fee and shall be subject to applicable price increases.

15.3. Cancellations by the Client are subject to the following charges:

- 28+ days before start: 25% fee
- 8–14 days before start: 50% fee
- 7 days or less / non-attendance: 100% fee
- Errors notified within **24 hours** of booking may be refunded subject to a 10% admin fee.
- Cancellation requests must be submitted in writing.

15.4. TEAR Group reserves the right to amend or cancel courses. In such circumstances, refunds shall be limited strictly to the course fee paid.

16. BEHAVIOUR AND CONDUCT

16.1. Learners must adhere to professional standards of behaviour.

16.2. Misconduct (e.g., harassment, discrimination, unsafe behaviour) will be managed in accordance with:

- **Protection from Harassment Act 1997**
- Ofqual's **General Conditions of Recognition** (Condition B3: Fit for Purpose)

16.1. TEAR Group may withdraw services in cases of misconduct. Misconduct includes (but limited to) harassment, bullying, discrimination, aggression, sexual misconduct, incitement of violence and unsafe practices as prohibited under the **Protection from Harassment Act 1997** and related workplace legislation.

16.2. Serious breaches may result in withdrawal without refund and possible referral to law enforcement.

17. COMPLAINTS PROCEDURE

17.1. Complaints must be submitted in writing to info@teargroup.co.uk. TEAR Group shall endeavour to resolve complaints within **seven (7) working days**.

17.2. A full copy of the **Complaints Policy** is available upon request.

16. DISCLAIMER & LIABILITY

16.1. Clients participate at their own risk, subject to statutory protections under the **Occupiers' Liability Acts 1957 & 1984**

16.2. In accordance with 12.1. clients must notify TEAR Group of any medical or physical conditions that may affect their ability to participate.

16.3. TEAR Group accepts no liability for loss or injury except where caused by its negligence or breach of statutory duty under the **Occupiers' Liability Acts 1957 & 1984**.

16.4. TEAR Group excludes liability for indirect or consequential loss, except where caused by negligence or breach of statutory duty.

17. AMENDMENTS TO TERMS

17.1. These Terms may be updated to reflect changes in law or regulatory requirements (e.g., Ofqual Conditions, Awarding Body rules).

17.2. Material amendments will be published on TEAR Group's website with immediate effect

18. THIRD PARTY RIGHTS

18.1. No rights are conferred on third parties under the **Contracts (Rights of Third Parties) Act 1999**.



For any queries relating to these Terms or the services provided, please contact:

COMPANY: TEAR Group Ltd

EMAIL: info@teargroup.co.uk

TEL: 0203 916 6306

WEBSITE: www.teargroup.co.uk

TERMS & CONDITIONS PREPARED BY:

Troy Clark (TEAR Group Director)

A handwritten signature in black ink, appearing to read 'Troy Clark', with a large, stylized flourish extending from the bottom.