



Contact us on:

0800 612 4798

admin@bisma.org

Terms and Conditions

1 Introduction

1.1 Please read these Terms and Conditions carefully as they form the basis of the contract between us. British International Sports Medicine Academy (BISMA) is a training provider for Ofqual Regulated Awarding Bodies such as **Focus Awards** (for our Fitness Qualifications), and also **Highfield** (for our First Aid Qualifications), we also provide Training Provider Qualifications such as CPD courses. We operate at various training facilities, such as The Gym Group London Waterloo SE1 8UX and The Gym Group London Ilford, E12 5LP. The Terms and Conditions listed here will give you information about our courses and services.. If you are enrolling for a distance learning course you will be granted access to digital content. By signing up to the course you are giving your express consent for our service to you to commence immediately and you acknowledge that you will immediately lose the right to cancel your Enrolment. By enrolling into any of our courses you are agreeing to a serious financial commitment. BISMA strongly recommends that prior to Enrolment you satisfy yourself you fully understand and are able to comply with that commitment.

1.2 If you have opted to pay the Fees for your Course if you have accessed the Course Materials you will remain committed to pay any and all outstanding Fees. If you access Course Materials under any circumstances you acknowledge that you will immediately lose the right to cancel your Enrolment. If there is anything you are unclear about or if you have any questions, please contact us immediately by telephone or e-mail, details of which can be found in the Contact section of our website.



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1.3 Enrolling, you agree to be legally bound by these Terms and Conditions. And so we strongly recommend that if you do not wish to be bound by these Terms and Conditions, then you should enrol into our Courses.

2. Application, Enrolment and Fees

2.1 When applying for any of our Courses you will need to follow the process and procedures set out on our website www.bisma.org or follow the instructions that are given by us. Please note that you have to be at least 18 years old to apply for any of our services.

2.2 By Enrolling you are agreeing to be responsible for the payment of the applicable Fees in full. You have the responsibility for ensuring your course is paid in full by yourself. In the event that we stop receiving payment or the course payment is not done in full, we reserve the right to pause your course, and/or restrict your access to the Course Materials at any point, and/or stop your certification process, and/or not deliver the certificate for the course that you may have completed, keeping possession of your certificate until we receive the full payment for the course enrolled.

2.3 BISMA is entitled to refuse any Application made by you or on your behalf and/or discontinue your course at anytime and for any reason. If your Application is accepted, we will inform you and provide the course material for your course. Please note that we will not provide any certification before receiving full payment for the course.



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2.3.1 The course can be paid by both instalments using “BISMA - Acuity Scheduling” website or by “BISMA - IZettle” face-to-face payment authorised by the course manager.

2.3.2 When you enroll to the course after paying for a deposit, you will be able to access the course materials for your course from BISMA, however you are agreeing in complete the full payment as agreed at the start of the course.

2.4 When a third party (for example: your family member, employer, partner, charity, spouse, parent or any other person) is paying for your Fees, you (the student) are still responsible for making sure the full payment for your course is paid.

2.5 BISMA reserves the right at any time to require you to provide any additional information that we may consider necessary in order to authorise or approve your Enrolment.

3 Website Content

3.1 We recommend all students to check our website regularly, as we may change information on our website, including course prices, location for the courses and other information related to our services. We reserve the right to change any information on the website at any point and time and without notice. Please note that the information for you course can be changed without notice also.

4 Withdrawal and Refunds



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4.1 If you would like to withdrawal from the course, you can do so within 14 days from the enrollment day. If you have received a manual and this has not been damaged in anyway, you can return in and we will provide a refund for your course.

4.2 If you would like to withdrawal from your course within 14 days for the enrollment day, and cannot return the manual, you won't receive the refund for the course until the manual is returned.

4.3 After the expiration of 14 days from the date that you completed the very first payment for the course, no refunds will be given in any circumstances (including but not limited to holiday bookings, pregnancy, family events, illness, injury, relocation or any other change in personal circumstances).

4.4 When you are paying for Course by instalments, please note that you will only receive the certificate for your course when you complete the last payment for your course, ensuring the course is paid in full.

4.5 When you are enrolling in a Course that includes (face-to-face) attendance days to participate in classroom lessons or assessments or any other activity, and for any reason BISMA is unable to provide you with the activity that was scheduled, BISMA will provide you with an alternative day that you will be able to attend instead. You agree that BISMA is not responsible for paying for a refund for your Course and/or your travel cost, or any other cost related to attending the activities proposed at venues (including, but not exclusive to any additional costs related to attending the scheduled day, examples: possible loss or earnings, potential work and any other similar earnings) .

4.6 When using our electronic material, at our hosting Website, the Website may at some point be in maintenance or down for any other reason, it will be your



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responsibility to contact your tutor/assessor/manager to arrange alternative ways to access your electronic material, normally given to you within 48 hours.

5 Awarding Organisation (Awarding Bodies)

If you are applying for an awarding body recognised course please note that, we reserve the right to change the awarding organisation or awarding body for the course applied for. This can be a different awarding body compared to the advertised awarding body on our website or other marketing materials, we may use another awarding body providing a qualification of equal level compared to the course applied for ensuring your Personal Training qualification will be an Ofqual Regulated Awarding Body qualification. (Please note that we also run non-Ofqual-Regulated qualifications, such as CPD courses)

6 Information You Provide

6.1 BISMA follows the current legislation under the Data Protection Act 2018. Please read our Data Protection Policy for full details on this matter. The information below is a summary of that policy and is applicable to all information that you provide to us at any time (this also includes the application form provided to us:

- By applying to undertake one of our courses and or sign up to our services, you are authorising us to use, store or otherwise process any and all personal information which relates to and identifies you, this includes but is not limited to your name, date of birth, postal code, email address and telephone number (as seen as Personal Information), this is to the extent reasonably necessary to provide the lessons or services which are available through our venues, website, face-to-face, virtual portal or other ways, including giving you the Course Materials to you, processing your certification and to process your payment for the services applied for. BISMA will not disclose your Personal Information to any third party without prior consent, except to our professional advisers or awarding organisation / awarding bodies, or to the extent necessary or appropriate to comply with



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- applicable laws or in legal proceedings where such information is relevant. BISMA reserves the right to offer services and products to you from us;
- Please note that you are responsible to ensure that the Personal Information and contact details you provide are and remains accurate and complete. It is your responsibility to ensure that BISMA is updated on any changes to your Personal Information and that BISMA has up to date contact details for you.

6.2 Processing and Disclosure Rights

By enrolling to your course, you are agreeing and accepting these Terms and Conditions, you are also agreeing to the processing and disclosure of the Personal Information for the purposes stated in this document. You are also agreeing that the Purposes may be amended or changed to include other uses or disclosures of Personal Information, we will be notifying you about these changes when they occur and display these changes on our website and so you should check it regularly. When you need to review or modify any part of your Personal Information, then you should contact us by email at admin@bisma.org.

7 Booking Your Course Dates

You are responsible for contacting your course manager to book your course, as soon as you complete the application form for your course. There is no guarantee that we will be able to arrange a space for you to join your chosen course dates and/or venue.

8 Attending Lessons and Assessments

You are required to attend all lessons, ensuring punctuality is maintained at all times, learners will be not allowed to attend lessons if you arrive to the venue where the lessons are held, if you are more than 15 minutes late. You are also responsible for bringing appropriate clothing for the lessons (including sports clothes for all fitness



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course lessons and assessments), and assessment material such as your Learner Achievement Portfolio (LAP). You are required to inform us, when you suffer from medical problems, injuries or have anything else that we should be aware of.

8.1 When a client is required for your practical assessment

BISMA is not responsible for providing you with a client to participate in your practical assessments, you may bring your own client (s). BISMA accepts no responsibility for your clients and they will be attending and participating in your exam at their own risk.

8.2 Changes to the Lessons & Assessment Dates and/or Location

BISMA reserves the right to alter, amend, change and/or cancel the assessment/tutoring dates and/or venues. No refunds will be available or given in these circumstances. You will be instructed to transfer to an alternative assessment/tutoring venue and/or day at no extra cost to you. BISMA is not liable for any costs, losses (including but not limited to any loss of earnings through work or other forms), other charges or expenses that you may incur as a result of such amendment, change or cancellation. (including but not limited to accommodation and/or travel costs). When you select an alternative day to attend, BISMA gives no guarantee that you will have a space available on the selected alternative day(s).

8.3 Failing to Attend Your Course

When you are unable to attend a course day (for any reason), no refund will be given, and we cannot guarantee a transfer to another alternative course day. BISMA is not liable for any costs, losses (including but not limited to loss of earnings through work or other forms), other charges or expenses that you may incur as a result of such amendment, change or cancellation. (including but not limited to



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8.4 Course Completion Time

The advertised times for completion of our course is just advisory. Learners may take longer to complete our courses if needed, depending on teaching and assessment circumstances.

8.5 Advertised Assessment, Venues and Lesson Days

All advertised assessment and lesson Days/Times/Venues, including start and finishing times may change at any time, as the advertised days/times is a generic guide.