

# INFLATABLE PLAY EQUIPMENT OPERATOR TRAINING INFORMATION PACK

### 1. INTRODUCTION

### Who is PIPA?

The Professional Inflatable Play Association (PIPA) has a stated goal and aim of 'raising standards in inflatable play'.

The PIPA Testing Scheme Ltd (PIPA) is an inspection scheme set up by the inflatable play industry in 2004 to ensure that inflatable equipment conforms to recognised safety standards (BSEN14960 & HSG175)

The PIPA testing scheme Ltd is owned by its members (the inspectors) and run by a leadership group (PLG) made up of a cross section of industry experts. It is a 'not for profit' organisation where any surplus funds can only be used to the benefit of the inflatable play industry.

The PIPA testing scheme Ltd administers a database of all current valid inspection reports, completed by its members, where any member of the public or interested parties can verify the validity of current inspection through the PIPA website <a href="www.pipa.org.uk">www.pipa.org.uk</a>. This in turn will give confidence to operators and the wider industry who employ PIPA inspectors that best practice is always being followed at all times and they will be meeting their legal obligations under HSE Provision and Use of Work Equipment Regulation (PUWER) legislation.

PIPA is becoming the recognised standard for publicly owned organisations to easily verify the safety and professionalism of chosen inflatable operators using the scheme.

### **Equal Opportunities**

A copy of PIPA's equality, diversity and inclusion policy can be found on the website: <a href="https://pipa.org.uk/files/pipa-edi-policy-v1-final-pdf.pdf">https://pipa.org.uk/files/pipa-edi-policy-v1-final-pdf.pdf</a>

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PIPA Contact Details

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# 2. TRAINING COURSE OVERVIEW

### **Course Aim**

This training course will enable successful attendees to understand the correct operation and supervision of inflatable play equipment. By completing PIPA branded operator training, you will receive an industry recognised qualification and show your competence to perform the above.

The course is delivered using online training modules, and an in-person training day, with assessments to check your understanding. The quality management systems in place help to provide assurances to external stakeholders that the course is of high quality and is a reliable method of determining competency. An ID badge and certificate will be provided to all who successfully complete the course and assessment.

The UK/EUROPEAN standard that applies to inflatable play equipment is BSEN14960. This standard is written to cover the core inflatable play equipment for intended users under 14 years of age and items that have a primary use of bouncing and sliding.

The PIPA testing scheme Ltd is recognised and supported by the Health and Safety Executive (HSE), in the UK, through HSG175 Fairgrounds and amusement parks: Guidance on safe practice. In this document the HSE sets out the requirement for inflatable devices to be regularly inspected for safe design, maintenance and operation.

As part of HSG175 there is a requirement for Inflatable operators to be appropriately trained when an inflatable is open to the public.

### **Award Details**

**PIPA Operator Training** 

# **Important Information**

- The 'Terms & Conditions of PIPA Operator Training' must be read alongside this information pack (found at the end of this handbook)
- This information pack was compiled on 20ths October 2023 and the information presented is correct as of this date
- You **must bring** an electronic device (such as a mobile phone, tablet or laptop) which can access the PIPA Learning Hub (<u>www.pipatraining.org.uk</u>) on the day of your in-person training in order to complete the assessments. We also recommend bringing a charger.

# **Guided Learning Hours**

6 hours

# **Total Qualification Time**

15 hours

### **Course Entry Requirements**

There are no entry requirements to be eligible to attend this course.

# **Suggested Learning Materials**

- Latest version of BS EN 14960 Part 1
- Latest version of HSG 175

### **Course Components**

- Pre-Reading Online Module for Operator Training
- In-Person Training Day
- Manual Handling E-Learning
- Assessment

# **Course Expiration**

It is accepted across the health & safety industry that training courses for operating equipment expire 3 years after completion. This is due to changes in common or accepted practices and updates to guidance.

# **Course Delivery**

The Pre-Reading Online Module, and Manual Handling E-Learning are completed online on the PIPA Learning Hub (www.pipatraining.org.uk).

The In-Person training day is provided by accredited PIPA trainers. The course will be delivered at a venue which meets a minimum standard set by PIPA, and the accredited PIPA trainer will be responsible for communicating details about the course to attendees.

The size of the course will not be provided to a group bigger than 12 people. The course will consist of both theory and practical elements and will encourage attendees to participate in free discussion.

Accredited PIPA trainers are PIPA inspectors who have completed additional training to deliver the course. This includes demonstrating the necessary knowledge and skills required to deliver the content of the PIPA Operator Training course.

### **Course Content**

- understand what it will entail to become a safe operator.
- conformity and standards.
- understand PIPA, who it is and what it does.
- understanding of industry acronyms.
- basic understanding of HSG 175.
- basic understanding of BS EN 14960-1:2019.
- understanding different types of inspections.
- how to complete a routine inspection
- manual handling regulations & requirements.
- how to set up outdoors.
- how to set up outdoors on hard standing.
- how to set up indoors.
- example system of work.
- emergency procedures.
- how to roll an inflatable.

### **Planning your Learning**

In order to be successful in completing this course and the assessment, the learning outcomes in

section 3 must be achieved to the level stated. To achieve these outcomes, the attendee must ensure they have read and understood the required learning materials in order to have sufficient background knowledge to complete the course successfully.

# 3. LEARNING OUTCOMES

# **Learning Outcome**

Can explain why inflatables are legally required to undergo an annual inspection

Can explain what European standard is used within the inflatable industry, and explain the definition of a Controller, Operator and Attendant

Explains the responsibilities of an operator in line with HSG 175

Keeps the necessary records required as an operator

Explains what the correct guidance is for operating in windy conditions, how to monitor and record wind speed, and how to advise accordingly

Explains the minimum operating pressure of the inflatable, how to check the pressure and the recording requirements

Can correctly site an inflatable and can anchor it to the ground in the correct manner of HSE's guidance

Demonstrates how to correctly connect a blower fan to an inflatable and position it, including petrol engine blower fans

Can explain the impact area in relation to the inflatable, and knows what this means in relation to the perimeter fencing

What to do in the event of an accident and the records to be kept

Has a good idea of a suitable working method for setting up at different locations, and rolling castles away

What is manual handling, and how to minimise risk of injury to self and others

How to conduct a routine inspection and the records required

Handover and responsibilities explained to a third party (i.e. customer)

Supervision of an inflatable at a manned event

What to do in the event of an emergency

### 4. ASSESSMENT OVERVIEW

There are two assessments as part of the operator training course. These are completed on the PIPA Learning Hub (www.pipatraining.org.uk).

You **must bring** an electronic device (such as a mobile phone, tablet, or laptop) which can access the PIPA Learning Hub on the day of your in-person training to complete the assessments. We also recommend bringing a charger.

# **Assessment Registration**

Prior to enrolling in a training event with an accredited PIPA trainer, you must complete the Pre-Reading Online Module for Operator Course on the PIPA Learning Hub. This will auto-enroll you in the assessments which are completed during the in-person training day.

# **Assessment Details**

Part	Style	Pass Mark
One	Multiple Choice Questions	80%
Two	Multiple Choice Questions, Short Answer Questions, and Scenario-Based Questions	80%

There is no cap on the number of tries to pass the assessment. However, to ensure you receive sufficient support from your trainer you will be only able to have two attempts at the assessment. At which point, you would need to speak to the PIPA trainer to discuss the questions you may need additional support. Once the PIPA trainer is satisfied you are ready to try the assessment again, they will provide you with access.

### Results

The assessment is automatically marked by the PIPA Learning Hub, and you will receive your results upon submission of the assessment.

# Misconduct

The assessment will be conducted under strict exam conditions. There is to be at least a 1m gap between those sitting the assessment to prevent any cheating. The following are not permitted during an assessment:

- Use of electronic devices outside of the PIPA Learning Hub assessment page.
- Communication with other attendees
- Written Reference material
- Handwritten notes

In the event of alleged misconduct, the PIPA trainer will complete an assessment incident form and submit this to PIPA for investigation. Misconduct will be dealt with by the misconduct policy set out in the terms & conditions.

### **Assessment Incidents**

Any incident which occurs during an assessment must be recorded on an incident form at the end of the assessment. Incident forms are completed by the PIPA trainer and submitted to PIPA.

Incidents may include any information which you believe would cause you to perform to a lesser standard than usual. Examples include (but are not limited to) fire alarms, noisy distractions, or technical difficulties.

All written incidents will be considered and investigated. However, any incidents which have not been reported and recorded as set out above will not be considered.

If a candidate believes that he or she was placed at an unfair advantage, or there was a failure in PIPA's processes against the course handbook or terms & condition, then a complaint may be lodged with the PIPA office.

### 5. STANDARDS OF CANDIDATES

All candidates are expected to behave in a way which is expected of current PIPA members. Therefore, they are reminded to act in accord with the behaviours laid out in the scheme rules.

Candidates found to be falling foul of the scheme rules and the expectations of PIPA will be investigated.

### 6. PUBLIC REGISTER

PIPA will provide a public register\* of operators who have successfully completed the course, to provide further assurance to the public and local authorities. As part of your registration, you will be asked whether you consent to appearing on the public register. Your details will include:

- Your name
- The company you work for

If you wish to retract your consent after submitting your application, you must do so in writing to the PIPA office.

If you wish to be added later, you may request this in writing to the PIPA office. A small administration fee may apply.

\*As soon as the functionality becomes available.

# 7. REGISTRATION

To enable PIPA to track your progress, your assessment, and provide your ID badge and certification upon successful completion of the course you will need to register your details with PIPA. This is completed as part of the Pre-Reading Online Module.

You will also need to follow the registration process as set out by your PIPA trainer.

### 8. TERMS & CONDITIONS

### Definitions

1.1. In these Conditions the following terms shall have the following meaning:

"Accredited PIPA Trainer" means the trainer which you have chosen, and who is accredited or otherwise approved by PIPA to organise and offer teaching for PIPA training course;

"Conditions" means these PIPA General Conditions for applicants;

"E-Learning" means any electronic form of training which is provided by PIPA on the PIPA Learning Hub website;

"Enrolment" means you are enrolling on to a PIPA product to complete a PIPA training course and assessment. in accordance with these Conditions and PIPA's requirements that may alter from time to time;

"Enrolment Fee" means the fee payable by an Accredited PIPA Trainer to complete a PIPA training course. The fee includes any associated e-learning, workbook material, and assessment fee;

"Guide(s)" means any course documents and any guides issued by PIPA in respect of PIPA qualifications or units thereof as such guides are amended by PIPA from time to time;

"Information pack" means the written document outlying the contents of the course and its delivery, also referred to as a course handbook;

"IPR" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Malpractice Policy" means the latest PIPA policy relating to malpractice as amended from time to time;

"PIPA" means the professional inflatable play association (a company limited by guarantee under company number) PIPA Office, 8-9 Acorn Business Centre, Hanley Swan, WR8 0DN, and/or its representatives;

"PIPA Assessment" means assessments of practical units and/or examinations which contribute towards successful completion of your PIPA training course;

"PIPA Intellectual Property" means all IPR owned or controlled by PIPA;

"PIPA Product" means a training course, award or assessment created by PIPA for demonstration of achievement or competence;

"Policies" means the policies of PIPA and as amended, updated or added to from time to time;

"Registration Form" means the form submitted by you to PIPA when you apply for Enrolment or register for PIPA qualifications;

"Scripts" means the document containing your answers to PIPA's Assessments; and

"You" refers to you, the learner or prospective learner for PIPA qualifications or units thereof and "Your" shall be construed accordingly.

- 2. Scope of Terms and Conditions
- 2.1. These conditions govern your relationship with PIPA which may come into force through any registration or enrolment to which you commit directly with PIPA for a PIPA product. Should you Enroll or

register to undertake a programme of study for a PIPA assessment through an Accredited PIPA Trainer, PIPA is not a party to this contract and any gueries should be directed to your Accredited PIPA trainer.

- 2.2. For the avoidance of any doubt PIPA's liability is limited to that of the enrolment fee for the relevant PIPA product. Any additional fees, charges, or payments due related to training of a PIPA product directly lies with the Accredited PIPA trainer.
- 2.3. The limit of PIPA's liability as per clause 2.2 will only be effective once PIPA has received confirmation in writing of your intention to sit a PIPA programme, achievable by submission of a registration form as dictated by the information pack.
- 3. Enrolment, Transfer and Cancellation
- 3.1. These conditions set out the basic obligations of PIPA and your obligations and responsibilities which include but are not limited to fees and payments. By registering for a PIPA Product, you accept these conditions as confirmed within your registration document.
- 3.2. Confirmation of your enrolment with PIPA will only be effective when PIPA has received this in writing as part of the registration form. PIPA may accept or decline enrolment at its absolute discretion.
- 3.3. Enrolment is partly for the purposes of identifying you, and tracking progress through PIPA E-learning, assessments, and confirming your eligibility to participate in PIPA assessments. You are responsible for ensuring that all the information provided for the purpose of enabling enrolment is complete and accurate. You shall give PIPA all information it reasonably requires to complete the enrolment process. Information will be stored in accordance with PIPA's privacy policy.
- 3.4. Enrolment for any PIPA product which contains a PIPA assessment means that you agree to abide by the regulations for that PIPA assessment, as set out in the relevant information pack.
- 3.5. Any samples, description matter, or advertising issued by PIPA, and any descriptions contained in PIPA's brochures, are issued or published for the sole purpose of giving an idea of PIPA Products. They shall not form part of the conditions or have contractual force.
- 3.6. Subject to clause 2.2, these Conditions shall apply to the exclusion of any other terms, or any other terms that you seek to impose, or which are implied by law, custom, practice or course of dealing.
- 3.7. Please refer to your Accredited PIPA Trainer regarding information about cancellation and refunds. Your contract is between the Accredited PIPA Trainer, who is responsible for meeting any consumer law, and yourself.

# 4. PIPA assessments

- 4.1. When enrolling for a PIPA product, you automatically are eligible for the PIPA assessment. This includes marking and moderation of the assessment.
- 4.2. PIPA assessments cannot be deferred from the date of the training course and must be completed on the same day as the provision of the training. Any amendments to this clause are to be made in writing by PIPA.
- 4.3. If you become unwell during the training course or assessment or fail to complete the training course or assessment for any other reason, you will not be entitled to any reimbursement of funds by PIPA.
- 4.4 If the assessment is cancelled by the Accredited PIPA Trainer on the day of the training course, your Accredited PIPA Trainer will arrange to complete any remaining training, and the assessment. Please refer to clause 3.7.
- 4.5. You represent, warrant, and covenant that all information submitted by you in completing the assessment, including assessment answers and registration information, is entirely Your own. You will

neither: (i) provide nor accept improper assistance; nor (ii) use unauthorised materials in attempting to satisfy assessment requirements.

- PIPA's Liability
- 5.1. PIPA can only assess those assessment submissions which it receives. PIPA accepts no liability for any assessment submissions which may be lost, damaged or incorrectly uploaded before receipt by PIPA.
- 5.2. Subject to clause 5.3, PIPA expressly excludes liability for:
  - 5.2.1. any loss or damage to your property unless caused by the negligence of PIPA or its directors/appointed persons;
  - 5.2.2. any:
    - i. loss of profit;
    - ii. loss of anticipated savings;
    - iii. loss of use or corruption of software, data or information;
    - iv. failure of learners technical equipment required to complete assessment including internet access
    - v. loss of earnings;
    - vi. loss of opportunity or loss of living expenses; or
    - vii. indirect or consequential loss suffered by You,

due to the breach by PIPA of any obligation to you or due to any other act or omission or negligence of PIPA or its employees or agents. Nothing in these conditions shall operate to exclude or limit PIPA's liability which cannot be legally limited including (but not limited to) liability for:

- 5.2.3. death or personal injury due to its negligence;
- 5.2.4. fraud or fraudulent misrepresentation; or
- 5.2.5. any breach of the obligations implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 5.3. Without prejudice to clause 5.2, PIPA's total liability arising under or in connection with these conditions, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise shall be limited to the enrolment fee.
- 5.4. Neither you nor PIPA shall have any liability to each other for any failure or delay in the performance of obligations due to any cause beyond the relevant party's reasonable control.
- 5.5. PIPA shall have no liability to you should its website be unavailable to access at any time or fails to perform within usual parameters or at all. PIPA does not guarantee that its website is free from viruses and will be uninterrupted or error free. Conditions relating to use of our website can be found as part of the terms & conditions notice on the website.
- 6. Termination
- 6.1. Either party may terminate these conditions with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of the conditions and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so.
- 6.2. PIPA may terminate your enrolment at any time by written notice if:

- 6.2.1 You breach these conditions, or any terms and conditions contained in any letter confirming your enrolment or any documents or policies issued by PIPA at any time; or
- 6.2.2 You fail to pay any fees due directly or indirectly, which relate to a PIPA product, to PIPA under this Agreement on the due date for payment; or
- 6.2.3 it is discovered that You have provided PIPA with any false or misleading information; or
- 6.2.4 You do not meet all the administrative or academic requirements specified in the Course handbook issued by PIPA (where applicable); or
- 6.2.5 You are verbally or physically abusive in contravention of clause 8; or
- 6.2.6 You are involved in any malpractice pursuant to clause 13.
- 7. Consequences of Termination
- 7.1. Termination or expiry of the conditions shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of these conditions which existed at or before the date of termination or expiry.
- 7.2. Any provision of the conditions that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the conditions shall remain in full force and effect.
- 8. Verbal or Physical Abuse
- 8.1. PIPA will not tolerate verbal or physical abuse of its employees or stakeholders.
- 8.2. Any such incident of abuse may lead to (a) restriction of communications with you to a specified means e.g. via letter or email only or (b) in cases which PIPA, at its sole discretion, considers to be serious or in repeated cases of physical or verbal abuse, termination of enrolment and / or registration with PIPA, and / or exclusion from future enrolment or registration with PIPA.
- Data Protection
- 9.1. PIPA will hold personal information about you and will use the information as follows:
  - 9.1.1. to process Your applications to PIPA and administer your enrolment and assessment including post-assessment services;
  - 9.1.2. to respond to employers, recruitment agencies, local authorities, other training institutions, and other similar bodies to verify requests from employers or employment agencies by providing verification or otherwise of information provided by You to employers or employment agencies of PIPA Products you hold in connection with applications for employment;
  - 9.1.3. to respond to queries raised by you
  - 9.1.4. to administer policies;
  - 9.1.5. to notify you of your PIPA assessments results;
  - 9.1.6. to make You aware of the services PIPA and other similar organisations can offer including information on current and future courses and qualifications unless you have notified us that You have opted out of receiving such information;
  - 9.1.7. to carry out research to help PIPA to improve and plan its work. The data used for this is non-identifiable for example (women under 50)

and

- 9.1.8. As otherwise permitted by the UK Data Protection Act 2018, described within our Privacy Policy
- 9.2. You hereby consent to PIPA emailing and posting your results to you.
- 9.3. You hereby consent to allow verification of your PIPA results via the PIPA online Verification portal or via the QR code on the Certificates and Parchments.
- 10. Intellectual Property Rights and PIPA website
- 10.1. All PIPA intellectual property shall remain vested in PIPA. PIPA intellectual property may not be reproduced/copied/distributed in any way without the prior written consent of PIPA or as required by law.
- 10.2. If You access PIPA's website you must do so only subject to PIPA's terms of use, which is available on request and on its website.

### 11. Complaints

- 11.1. In the event an attendee wishes to raise a formal complaint, he/she must do so in writing to the PIPA office. PIPA will respond to the complaint within 28 days.
- 11.2. PIPA will investigate any complaints and seek to establish whether there has been a failure on PIPA's part due to a breach of these conditions, information pack, PIPA Training service specification, or statutory right.
- 11.3. PIPA's liability will be limited as stated in clause 5 of these conditions.
- 11.4. If there is a failure on part of an Accredited PIPA trainer, PIPA will seek to resolve any issues and act as a mediator. However, liability for failings will always fall onto the person in breach.
- 12. Appeals
- 12.1. This appeal process may be used to appeal against the outcome of an assessment, refusal in enrolment, or against any decision undertaken by PIPA in relation to these conditions. PIPA cannot offer legal advice, so it is important the attendee seeks their own counsel before the process commences.
- 12.2. Any costs associated with the appeals process will fall against the unsuccessful party.
- 12.3. PIPA operates a two-tiered appeal procedure:
  - Level 1: internal appeal and review
  - Level 2: External appeal through arbitration using the Chartered Institute of Arbitration
- 12.4. Level 1 Internal Appeal and review
  - 12.4.1. In the event an attendee wishes to make an appeal, he/she must do so in writing to the PIPA office. PIPA will acknowledge receipt of the complaint within 14 days.
  - 12.4.2. The person making the appeal must submit written representations explaining the reason for the appeal and provide any supporting documentation or evidence.

12.4.3. A level 1 appeal is completed internally and conducted by a team of PIPA leadership group representatives. Their responsibility is to review the issue at hand and determine whether an alternative outcome is found. The most favourable outcome for the person making the appeal will always be applied.

# 12.5. Level 2 - External appeal

- 12.5.1. If after a level 1 appeal, the person who made the appeal does not agree with the outcome, he/she may wish to escalate the appeal to a level 2 appeal with an external arbitrator. To do so he/she must write to the PIPA office within 28 days of the outcome decision from the level 1 appeal letter.
- 12.5.2. Level 2 appeals are conducted by an external organisation the Chartered Institute of Arbitrators. The PIPA office is responsible for preparing the paperwork associated with a level 2 appeal and communicating with the person making the appeal to progress the associated paperwork.
- 12.5.3. For the appeal to be processed, the claimant must pay 50% of the Chartered Institute of Arbitrators fees.
- 12.5.4. The level 2 appeal decision is binding by both parties and is considered the final level of appeal with no further challenge available subsequently.
- 13. Misconduct Policy
- 13.1. Misconduct under these conditions and course handbook will be investigated by members of the PIPA leadership group.
- 13.2. Types of misconduct (but not limited to):
  - 13.2.1. Verbal or physical abuse (as per clause 8)
  - 13.2.2. Cheating, defined as contravening clause 4.5.
  - 13.2.3. Any act which would not be expected of a member of PIPA, as defined by the scheme rules.
  - 13.2.4. An unlawful act carried out in relation to attending the course or sitting the assessment;
- 13.3. Investigations into misconduct will be carried out in line with PIPA's complaints and concerns procedure, with the exception that the potential outcomes of an investigation are limited to either no further action, or termination of this contract as per clause 6. And the outcome may be decided by the Governance & Compliance Group of the PIPA Leadership Group.
- 13.4. Appeals against decisions of misconduct may be raised in line with clause 12.
- 14. General
- 14.1. Failure by PIPA to enforce strict compliance with these conditions by you shall not be considered to be a waiver of any provisions of these Conditions.
- 14.2. If any provision of these conditions is invalid or unenforceable in whole or in part the validity of the other provisions of these conditions, and the remainder of the provision in question, shall not be affected.

- 14.3. A person who is not a party to the contract governed by these Conditions shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 except where such rights are expressly granted to an Accredited PIPA Trainer to these conditions, but this does not affect any right or remedy of a third party which exists, or is available, apart from in that Act.
- 14.4. PIPA may at any time assign, subcontract, delegate or deal in any other manner with any or all of its rights and obligations under these conditions.
- 14.5. You may not assign or deal in any other manner with any of your rights and obligations under the conditions.
- 14.6. These conditions shall be governed by and interpreted in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

# 15. Statutory Rights

These conditions shall not affect your statutory rights as a consumer.