

ALPHA TRAINING & CONSULTANCY LIMITED

TERMS AND CONDITIONS

Alpha Training & Consultancy Limited values and respects you as a client. We therefore want to deliver a course that is highly professional, beneficial to you and cost-effective. The following terms and conditions have been produced to answer some questions that you may have about our courses – and it is also hoped that the following paragraphs will reduce the likelihood of any future problem and/or misunderstanding or confusion that could arise.

Over the years we have delivered numerous courses and training updates to thousands of course participants and we very much hope that, after you have booked one or more of our training courses, you will become a regular client and promote our courses to others.

These terms and conditions refer to Alpha Training & Consultancy Limited (ATC) also trading as “Alpha Training & Consultancy” and/or “Alpha Medical” – the latter name being our ‘trading style’.

In the following paragraphs “Alpha Training & Consultancy Limited” is also referred to as “We”, “Our” or “Us”. We regard you, your company, club or organisation as our client and therefore these terms and conditions refer to ‘you’, your company, club or organisation as “You” or “Your”.

We will supply our service(s) to you (i.e. we will deliver one or more training courses and/or one or more training sessions and/or provide one or more consultations) and you will be required to pay for the aforementioned service(s) subject to these terms and conditions. If there is any conflict and/or disagreement between these terms and conditions, and/or ‘your’ terms and conditions, and/or any other terms relating to our agreement with you, these terms shall take precedence.

1. COURSE BOOKINGS

We are more than happy to discuss and make a provisional booking over the telephone but please note that Alpha Training & Consultancy Limited will only accept contractual liability to provide a course place and/or deliver a ‘closed’ (private) course after our written and/or verbal quotation has been **firmly booked** by you **in writing** (by post or email) and we have also confirmed your booking **in writing** (by post or email) and/or we have sent you a proforma invoice by post and/or email.

2. ON-SITE COURSE REQUIREMENTS

If you have booked an **on-site course** with our company it is your responsibility to ensure that you provide (and pay for unless otherwise agreed with us in writing) a suitable venue/training room with all necessary facilities (including at least one free or paid parking space nearby) to enable the course to be delivered in a professional way.

Your training room must be cleared of any unnecessary items and/or furniture to allow sufficient floor area for practical assessments to take place. We will also need five large tables for our resources (ideally **6 feet** long and **2 feet 6 inches** wide) and upright chairs for each course participant and our instructor. If you do not have the necessary floor area and/or the aforementioned tables and/or chairs please let us know before we give you our quotation.

The floor of your training room must be clean and suitable for people to use for practical sessions. The room must be near to a fire exit, secure, well-lit and a comfortable temperature – and easy to access from the vehicle parking place. There should also be a WC nearby with hand-washing and drying facilities.

You should also ensure that ample refreshments (e.g. cups, glasses, spoons, tea, coffee, milk, hot/cold water sugar/sweetener, biscuits etc) are provided for all course participants and our staff. We can provide **refreshments** and/or a **buffet** if you so wish for an additional charge. All course participants must be properly informed with regard to the course start and finish times.

Please note that, in some cases, our staff will need access to your on-site training room (or any other venue) the day before a course. You should allow at least two hours for the room to be prepared. If we do not request access the day before we will nearly always require access on the day of the course (i.e. usually one to two hours before the course start time) and we will also need at least one and a half hours after every course – to allow time to pack up all of our resources and move them out of the room and back to our vehicle.

Your on-site booking is made on the assumption that the training room will be near to our vehicle parking place and on the ground floor. Please let us know immediately if this is not the case because we would need to allow additional time to unload our vehicle and set up the training room. Also, if the training room is not on the ground floor please let us know if there is not a useable lift because we always use a significant amount of equipment and additional resources.

If the course we are delivering for you is an Edexcel First Person on Scene (i.e. Basic, Intermediate or Enhanced) course OR a two or three day First Aid at Work course OR a two-day First Aid for Child Carers course we will also require additional waiting rooms/areas because course participants must be segregated whilst they are being assessed.

It is your responsibility, if you are an employer, to carry out a comprehensive risk assessment based on the guidance found on the **Health & Safety Executive** website (e.g. with regard to First Aid at Work manual handling, fire safety/warden, COSHH and RIDDOR etc) and other websites with regard to any other course(s) that you ask us to deliver to your staff. The course(s) that you book, and the course participants that you put on each course, are your decision. Whilst we can advise you we will not accept any legal responsibility for your legal obligations.

Please note that, if any course lasts longer than one day, all of the course participants will be expected to study and practise their skills in their own time each evening - and must also have sufficient rest each night. You should therefore not expect or ask ANY course participant to do any work (especially evening and/or night work of any kind) whilst they are undertaking the course. You may also be failing to comply with Working Time Regulations.

If, before the course is due to be delivered, it becomes apparent that (in our opinion) you do not have a suitable training room and/or other necessary facilities for your course and/or any or all of the course participants are not able to be present for the whole course we reserve the right to cancel the course due to your breach of contract. In the aforementioned circumstances our full fee will be payable.

We accept no liability for any loss that you may incur due to our cancellation of the course if it is for any of the reasons set out in the above paragraph. We believe that it is unethical, unprofessional and, in some cases, it may also be illegal for us to support any client who is not willing to comply in full with the necessary legal and/or Health and Safety and/or other important guidelines.

3. COURSE VENUE, TIMINGS AND OTHER DETAILS

Our **course co-ordinator** will ensure that you have full information about your course in good time – including details about the venue, registration time, course start and finish times etc. If you do not receive the above details at least five clear working days before your course it is **your** responsibility to contact Alpha Training & Consultancy Limited to ask for details to be re-sent.

Please email **info@alpha-professional-training.com** or telephone **01245 345175** if you need to contact us. Our telephone lines are open **24 hours** a day, **7 days** a week **365 days** a year.

Good time-keeping throughout the course is absolutely essential. It must be stressed that every course participant must be present for every module and/or part of the course, and successfully complete/pass all aspects of the course, in order to qualify for a certificate.

If you arrive late for the course and/or any training session (or you are absent from any part of the course) we reserve the right to refuse to accept you for further training – especially if we feel that there is insufficient time for you to learn the information and/or skills that you have missed and/or our instructor(s) does not have the time to teach you, in your own time, on a one-to-one basis.

If you have been absent for any part of any course (and our instructors have the additional time, willingness and inclination to help you on a one-to-one basis) an additional fee may be charged at £50.00 per hour (paid in advance) for any one-to-one tuition. No additional charge will be made for any one-to-one tuition given to any course participant who attends the whole course and needs some one-to-one instruction during and/or outside normal course hours.

You are respectfully reminded that failure to attend any course, due to non-receipt of our course information, will result in the full cost of the course being charged. It is therefore your responsibility to ensure that you and/or ALL course participants are properly briefed - and that you and/or all course participants have paper copies of all relevant course details – including the exact **location** of the course, **registration** time, **start** time(s), **finish** time(s) and all **other course requirements** – including **clothing/footwear** and arrangements for **meals** etc.

The full course fee (for any group booking) and/or the full fee for individual participants will be charged if any or all course participants arrive late, leave early and/or are absent from all or any part of the course. This rule also applies if any course participant is refused admittance due to lateness or any other legitimate reason such as unacceptable behaviour and/or intoxication etc

The majority of our courses are delivered on **weekdays** during **office hours** – i.e. most courses start at **09.00Hrs** and finish at **18.00Hrs**. Please note that you should arrive by **08.45Hrs** each day for registration. Our instructor will stop at **13.00Hrs** for lunch and the course will recommence at **14.00Hrs**. In addition you will have refreshment breaks mid-morning and mid-afternoon.

N.B. In order to deliver most of our courses our instructor(s) will usually need access to the training room well before the course participants (sometimes as much as two or three hours before the course is due to start – especially if the room needs to be set up for the course. Then, after the course has finished, our instructor(s) will either need time to prepare the training room for the following day's activities OR sufficient time to pack and remove all of our resources from the room. It usually takes an additional one to two hours before our instructor(s) can leave the venue.

Alpha Training & Consultancy Limited complies in full with all UK employment legislation so, in order to comply with the Working Time Regulations, all lunch breaks and other rest breaks will be taken. We allow a full hour for lunch to ensure that our instructor(s) and all employees/course participants have a sufficient break and that we also comply with the law.

4. MEETING THE SPECIFIC INDIVIDUAL NEEDS OF EACH COURSE PARTICIPANT

Alpha Training & Consultancy Limited has an equal opportunities policy. To enable ATC to ensure that every course participant is treated fairly, and all of his or her specific individual requirements are fully met, please advise us (in writing and in advance) with regard to any special requirements that you or any course participant may need in order to participate fully in the course.

N.B. Any specialist equipment and/or personnel (e.g. signers and/or translators) are not provided by Alpha Training & Consultancy Limited. However, if additional resources and/or specialist personnel are required, they can be provided at your expense.

5. SELECTION OF COURSE PARTICIPANTS

It is the responsibility of every employer to ensure that suitable people are selected for each course. This is especially important for all of our medical courses. For instance, our pre-hospital care courses (such as First Aid at Work and First Person on Scene courses) need people who are physically and mentally able to do the work that may be required. It is therefore important that all medical course participants are...

- (a) physically able to provide first aid - e.g. able to kneel on the floor and perform resuscitation, move an unconscious person into the recovery position and/or hold a patient's neck completely still for a significant period of time. It must also be remembered that the duties of a 'first aider' can be physically and sometimes mentally and/or emotionally demanding. This means that, if a course participant is very squeamish and/or he/she has recently had to deal with a personal heartbreak and/or death and/or trauma they may not be ready to undertake a medical course

- (b) free from any injury and/or other medical/mental health condition that may affect their participation in the course and/or their capability to carry out the normal duties and responsibilities of a first aider
- (c) reliable – and with the necessary disposition and good communication skills
- (d) able to cope with stressful and often physically demanding emergency procedures
- (e) able to take part in activities that may require unusual movements and weight-bearing – e.g. lifting patients during practical sessions
- (f) able to look at unpleasant photographs and videos that our instructor(s) use to illustrate various medical problems and/or different types of injury
- (g) easily reachable in the event of an emergency
- (h) free of any criminal conviction or background that would make the participant unsuitable for the course and/or the duties that he/she would be required to do after the course
- (i) Eighteen years old and above.

Potential course participants who are unable to meet the above requirements and/or fail to meet the pre-set assessment criteria for the course in any other way(s) may not be allowed to attend the course and/or may not be awarded a certificate. This means that, for First Aiders of FPOS trained personnel (for instance) the person will be unable to perform the duties you require.

For some of our courses the course participants are required to forward certificates and other relevant information (e.g. proof of ID to allow an obligatory DBS check to be carried out) before the course is delivered. This must be done in a timely manner. All convictions or possible convictions MUST be declared and discussed prior to the booking.

The ultimate decision, with regard to the suitability of every course participant may lie with ATC and/or the client. Alpha Training & Consultancy reserves the right to refuse any course participant access to any of our courses if it is felt that including the participant on the course would be illegal and/or unethical and/or inappropriate for any justifiable reason.

6. RE-QUALIFICATION AND RE-CERTIFICATION

For some courses it is the responsibility of every employer and/or every course participant to provide indisputable evidence that the course participant has a right to be on our courses. For example **if you are a Qualified First Aider, and you need to re-qualify after three years, you MUST show your instructor a copy of your current First Aid at Work certificate before you are allowed to start the two-day FAW requalification course.**

It is stressed that, in order to be eligible to attend any re-qualification course, the course participant must show our instructor (or our course co-ordinator) **prior to commencement** of your requalification course a valid, original and in date certificate. **If your certificate has expired please contact us, prior to booking, to discuss your available options.**

7. SUBSTITUTION

Substitutions (i.e. alternative course participants) will usually be accepted by ATC provided that the 'new' course participants meet all of the pre-requisite criteria and the request to substitute one or more participants is received by email to **info@alpha-professional-training.com** before the start of the course. If your email has not been acknowledged by us within **24 hours** please telephone **01245 345175**.

8. STAFF SAFETY AND ACCEPTABLE BEHAVIOUR

We reserve the right to cancel or amend any course booking and/or make an additional charge if (at any point in time) the physical safety of any instructor, assessor or any other staff member is, in our opinion, put at risk. If this occurs our fee may be reduced at our discretion.

Verbal and/or physical abuse towards any of our personnel will not be tolerated and will usually lead to further action that may involve the Police. Inappropriate behaviour may also lead to our refusal to deliver a course. Our staff will not allow any racist or any other unlawful remark to be

made whilst the course is being delivered. Serious abuse may lead to a formal complaint and possible prosecution.

We reserve the right to exclude any course participant(s) from any of our courses (regardless of the training room used) for any unreasonable and/or offensive and/or illegal and/or violent behaviour.

9. PAYMENT

(a) Account Clients

Alpha Training & Consultancy Limited's payment terms for **ALL** courses booked by **ACCOUNT CLIENTS** are "14 days" from the invoice date unless otherwise stated on our invoice and/or agreed with you in writing. If you would like to become one of our 'account clients' we will send you a form that will require completion and approval after various financial and other checks.

(b) Non-Account Clients including ALL Private Individuals

Please note that **full payment** is required before the course start date. Please note that, if full payment is not made at the time of the booking, **ALL NON-ACCOUNT CLIENTS** (including **ALL PRIVATE INDIVIDUALS**) must pay in full before the first day of the course unless otherwise agreed by us in writing – e.g. some of our courses can be paid in **instalments** – see note **below.

Please use the online payment system on our website OR pay by credit/debit card over the telephone (our phone lines are manned 24/7) OR send a BACS payment directly to our bank account. If you would like to pay by BACS our bank account details are as follows:-

Account name Alpha Training & Consultancy Limited
Bank details HSBC, 99 High Street, Chelmsford, Essex, CM1 1EQ
Sort Code 40-17-08
Account number 12219700

Please note that, under the late payment legislation, if we are not paid according to our terms and conditions Alpha Training & Consultancy Limited reserves the right to exercise our statutory right to claim interest at a rate of 3% over the base lending rate of Barclays Bank plc in force at the date of invoice on any overdue amount plus compensation for any debt and all recovery costs - unless agreed otherwise in writing. Also, please note that interest will accrue on a daily basis.

Our fees are subject to change at any time without notice unless a fixed fee has been agreed (in writing) for a specific course on a specific date or dates OR we have made a contract with you to charge a certain tariff until further notice and/or for a fixed period of time. Please note that, at the present time, our courses are not subject to VAT.

If our quotation/fixed fee for an on-site course has been calculated for a specific venue, with specific start and finish times, we reserve the right to increase our fee if you change the venue (and the venue is further from our base and/or more difficult to access – e.g. on a different floor or significantly further away from our vehicle etc) and/or you would like different start and/or finish times. In the latter circumstances we reserve the right to send you an additional invoice to cover our additional time and/or any unforeseen expenses.

Alpha Training & Consultancy Limited reserves the right to withhold certificates until full payment has cleared in our account.

10. PAYING FOR YOUR COURSE OR COURSE PLACE IN **INSTALMENTS.

A deposit of 10% to 50% is normally required no later than 30 days prior to the course start date. The remaining balance can then be paid in instalments during and sometimes after the course - subject to creating an agreed payment plan. You are reminded that we reserve the right to withhold all certificates until full payment has cleared in our account.

11. CANCELLATION

(a) Group bookings

If any account or non-account client requests cancellation or postponement of any closed course no fee will be charged by ATC provided that your **written cancellation** is made not less than **21 clear working days** (defined as “Monday to Friday inclusive”) before the first day of the course.

However, if any course cancellation is received less than twenty working days before any course, Alpha Training & Consultancy Limited reserves the right to make the following cancellation charges:-

- (a) **16 to 20** clear working days written notice prior to the course start date = **25%** of the course fee
- (b) **11 to 15** clear working days written notice prior to the course start date = **50%** of the course fee
- (c) **6 to 10** clear working days written notice prior to the course start date = **50%** of the course fee
- (d) **1 to 5** clear working day(s) written notice prior to the course start date = **100%** of the course fee

Please note that our **minimum cancellation fee** for any **GROUP** booking is **£195.00**

If **no** course participants attend any pre-booked group course, or an insufficient number of participants attend a pre-booked group course, the course will be regarded by ATC as cancelled and the full fee will still be payable.

In addition to the above cancellation charges, if applicable, we will also charge for any out-of-pocket expenses that we have to pay as a result of your cancellation of booking – e.g. room hire.

N.B. All cancellations must be **in writing** to **info@alpha-professional-training.com**. If your email has not been acknowledged by us within **24 hours** please telephone **01245 345175**.

In very exceptional circumstances, and at the sole discretion of Alpha Training & Consultancy Limited, **a closed course may be postponed rather than cancelled**. If a closed course is **immediately** rearranged (i.e. a new date is firmly booked in writing on the same day) to an alternative date (and therefore only postponed) the above cancellation fees will **not** be charged.

However, any further cancellation or postponement of an already rearranged course will be subject to a 100% cancellation fee - irrespective of the amount of prior written notice that is given for any further cancellation or postponement.

Please note. The reason why we make the above *cancellation charges is because **(a)** our instructors, like everyone else, need to plan their working life and they need a regular income and **(b)** in order to book any course we obviously need to reserve one or more training rooms, or an outside venue, that cannot then be used for anything else. We therefore commit our resources for your course - and our instructors and assessors firmly book the course dates – often many months before the actual date(s) of the course and we have no option but to decline any other work that is offered to our company if we do not have sufficient resources for additional courses. This means that, if you cancel your booking at short notice, we have normally turned away numerous potential clients and lost a significant amount of income. We therefore make the above cancellation fees.

(b) Cancellations from private individuals

If you have booked one or more places on any ‘open’ course as a **private individual** please note that you have **seven working days** in which to cancel your booking from the date it was made.

However please note that your cancellation request MUST be received at least TEN working days prior to the course start date. Any cancellation requests made within this TEN working day period will be charged the full course fee. In addition, if you decide to cancel your course place(s) and you have paid a **deposit** it will be non-refundable. This does not affect your statutory rights.

(c) Cancellation of a course by Alpha Training & Consultancy Limited

Alpha Training & Consultancy Limited (ATC) reserves the right to cancel or postpone or reschedule any of its courses for any legitimate reason. For instance, if not enough course participants attend a course (or any day of a course) it may be necessary to postpone the course to a later mutually agreeable date because it is not possible to deliver some practical sessions without a minimum number of people.

If it is necessary to unfortunately cancel or reschedule a course you will be informed at the first available opportunity and all course participants will be rescheduled as a priority to the next available course(s) if we have any planned similar courses. Alpha Training & Consultancy Limited does not accept any responsibility for certificates expiring as a result of any cancelled course and will not be held responsible for any financial and/or any other loss that our cancellation may cause.

If ATC needs to cancel or postpone any course as much notice as possible will be given to all course participants and you will be offered a choice according to the specific circumstances – i.e.

- (a) a full refund if the course has not yet commenced or
- (b) a proportionate refund if the course has commenced and is not able to finish or
- (c) an alternative date to commence or complete the course with no refund payable

12. TRANSFER TO ANOTHER COURSE

If, due to an unforeseen change of circumstances, you want to transfer to another course this may be possible (**free of charge**) if there are any available spaces on another identical course. If there are no available places on the date(s) that you require we will do our best to book you on an alternative course that you are able to attend. However please note that, if no alternative dates are available and/or you do not book a place on and attend another course, the full fee will be charged.

Any course participant will normally be allowed to transfer **once** without incurring any additional charges - provided that your written transfer request is received, by Alpha Training & Consultancy Limited, at least **ten clear working days** before the course start date.

Any transfer request received within the ten working day period will incur an **additional 50% charge** of the total course fee. In addition, if you subsequently cancel any course place(s), after a transfer has been made, the full cost of the course/course place(s) will be charged.

It must be remembered that, after you have **firmly booked** one or more places on one of our courses, we do our best to transfer you to another course as a **goodwill gesture** because we have a limited number of places on every course and **we reserve your place in good faith**. This sometimes means that we have to tell other prospective course participants that the course is full. We therefore ask that you do everything possible to attend the course you have booked with us.

All transfer requests must be made **in writing** to **info@alpha-professional-training.com**. If your email has not been acknowledged by us within **24 hours** please telephone **01245 345175**.

13. FAILURE TO ATTEND OR PASS A COURSE OR ANY PART OF ANY COURSE

Please note that if any course participant does not attend the whole course and/or any part of any course (or if any course participant is not able to pass one or more written and/or practical assessments and/or the course in general) the full fee must still be paid in full with no refund. Our assessor(s) decision is final with regard to the result of all assessments.

If the course on which a place has been reserved for a course participant has commenced, and for exceptional reasons (e.g. sudden serious illness or compassionate reasons) the course participant is unable to complete the course, an alternative date (if available) may be offered to enable the course participant to complete the remaining part of the course within an acceptable period of time. **In the latter circumstances NO additional fee will usually be charged unless there are any out-of-pocket expenses – e.g. another registration fee may be payable to an awarding body.**

14. REPLACEMENT OR DUPLICATE CERTIFICATES

In order to give you a **replacement** or **duplicate** certificate we will obviously need to check our records to ensure that a second certificate can be provided. Therefore, if you need another certificate we reserve the right to make a reasonable **£25.00** administration charge. However, in some cases (e.g. if you require an Edexcel IHCDs FPOS replacement certificate) we will need to charge you significantly more to cover the cost of obtaining a replacement certificate from the awarding body.

15. YOUR RESPONSIBILITIES

It is your responsibility to ensure that all of the information that you have supplied to us is 100% correct. It is also your responsibility to inform us if any changes occur in the time between making a booking and the first day of any course. This includes informing us immediately about any changes with regard to your contact details and/or company and/or financial status etc. Your booking is accepted on the basis that our full fee will be paid by the person who makes the booking (who will be personally liable) if the company does not pay our invoice(s) within our payment terms.

16. OUR RESPONSIBILITIES

We are properly insured to deliver the course you have booked and copies of our different insurance certificates can be provided on request.

We will deliver courses to the best of our ability and in line with good practise as defined by the guidelines issued by the **Resuscitation Council UK (RCUK)** and the **Joint Royal Colleges Ambulance Liaison Committee (JRCALC)**. Our sister company is a Care Quality Commission approved 24/7 Private Ambulance Service so our staff look after patients on a daily basis.

If, due to sudden illness or a major unforeseen problem or any other unforeseen situation (e.g. damage to our property), we are not able to provide the previously agreed venue or instructor(s) and/or assessor(s) to deliver and/or assess your course we will do everything in our power to deliver your course using an alternative building and/or training and/or assessing personnel. We therefore reserve the right to use another training venue or room and/or training provider and/or an alternative instructor if necessary. This will be at our expense.

However, we will not accept any liability for any losses that you may incur for any reason that is totally beyond our control – e.g. we will not be liable for any failure to provide our service due to factors outside of our control such as very bad weather, riots, strikes etc.

Our company and our staff shall not have any liability to you and/or any third party for any loss, damage or expense of any nature that results due to any breach of any condition of our agreement or any negligence or any breach of statutory or other duty or in any other way in connection with our side of this agreement. However, nothing in this agreement shall be taken to exclude our liabilities if our negligent actions result in the death or personal injury of an individual.

All of our course bookings are agreed on the basis that all of the information you have provided is comprehensive and accurate and truthful. If we are informed of any relevant changes we reserve the right to revise our fee and/or to refuse to deliver the course.

17. OUR COMPLAINTS PROCEDURE

If you feel that it is necessary to make a complaint please inform our **course co-ordinator** as soon as possible - ideally the **same day** - so that we can deal with your complaint in a professional way. Your written complaint must be sent to **svr@alpha-professional-training.com**. If your email has not been acknowledged by us within **24 hours** please telephone **01245 345175**.

18. DATA PROTECTION AND CONFIDENTIALITY

All personal and business data collected will be used for the purpose of training course administration – i.e. as required by Alpha Training & Consultancy Limited and/or awarding bodies

etc. Generally speaking, confidential information will only be disclosed to external awarding bodies or organisations on a 'need to know' and/or legally requested basis.

The general information you provide may also be used for marketing, feedback and/or KPI purposes. That is you may be contacted by letter, fax, telephone and/or e-mail to inform you about training courses and updates that may be of interest to you and/or relevant future events and/or courses that may be organised or promoted by Alpha Training & Consultancy Limited in the future.

All course related documentation will be used and stored in accordance with the Data Protection Act 1998. We would like to reassure you that all private data about any individual course participant and/or client will only be released to the awarding body (if applicable) or directly to the individual concerned or to their legal representative or to the authorities. To request any information the individual or client concerned must contact us in writing and we will always do our best to help. At all times you and ATC must ensure that all private and confidential information remains confidential - subject to any release of information required by law.

Unless specifically requested not to (in writing) ATC reserves the right to take photographs (for marketing and other purposes) when delivering any of our on-site and in-house training courses. We also reserve the right to retain the copyright on all images and no fee will be paid to any course participant and/or client for any image or video held by ATC that is obtained before, during or after any course.

Alpha Training & Consultancy Limited will not contact any course participant or organisation if you wish to opt out and/or unsubscribe from email messages and/or newsletters. Alpha Training & Consultancy Limited will never pass on your details to any third party for marketing reasons.

19. LIMITATION OF LIABILITY

Alpha Training & Consultancy Limited shall not be liable for any loss, damage, expense, injury or delay of any kind to the client, employee of the client or any third party, by any act, default or omission howsoever caused, except insofar as such liability cannot be excluded by law.

Except in respect of death or personal injury caused by the verifiable negligence of our personnel Alpha Training & Consultancy Limited shall not be liable by reason of any representation (unless fraudulent) or implied warranty condition or other term, or any duty at common law or under the express terms of our agreement with you, for any loss of profit or any indirect special or consequential loss, cost, expenses or other claims for compensation.

ATC will also not be held responsible for the loss of (or any damage to) any personal belongings or private/company vehicles - or any injury caused to any course participant if the course participant was not following the instructor's instructions properly.

The entire liability of Alpha Training & Consultancy Limited to you under, or in connection with, our agreement with you and the provision of the training courses or consultancy shall not exceed the sum of twice the contract value.

Alpha Training & Consultancy Limited reserves the right to amend these terms and conditions without prior notification. These Terms and Conditions of trading shall be governed by English law. Any alterations, modifications or extensions affecting the above clauses shall not be valid unless agreed by Alpha Training & Consultancy Limited and acknowledged in writing.

20. ENGLISH LAW AND JURISDICTION OF ENGLISH COURTS

These terms and conditions stand unless superseded in writing with specific requirements. All terms and condition shall be governed by English law and both parties are in agreement that the jurisdiction lies with the English courts.