

ALX TRAINING LTD TERMS AND CONDITIONS

1. 'The Training Provider' means ALX Training Ltd. a company registered in England and Wales under the company number 8724073 whose registered office is at 590 Kingston Road London, SW20 8DN.
'Training course' means lectures and workshop exercises and/or other event provided by the Training Provider under the agreement.
'The Client' means either:
 - a) the private person who will attend the training course; or
 - b) the party seeking to secure place(s) on the training course for delegates and the party itself, whether it be a Limited Company, Partnership, Sole Trader or any other business or undertaking.'Confidential Information' means any and all information concerning the other's business or the terms of the agreement.
2. These terms and conditions constitute the entire agreement and understanding between the Training Provider and the Client and supersede all prior agreements and understandings in relation to the Training Provider's training courses.
3. Unless otherwise specified all training courses are to be held at the Training Provider's site. Should the Training Provider agree to provide the training at the Client's premises or at a location the Client organises, the Client shall ensure a safe working environment in compliance with applicable law and the Client shall ensure the provision of all facilities as the Training Provider may reasonably specify. The Training Provider shall advise any important information or changes including venue location at least seven (7) days before the training course.
4. The Training Provider shall deliver the training course in accordance with its schedule designed by the Training Provider using reasonable skill and care. The Client confirms the receipt and the acceptance of the said schedule.
5. The Training Provider reserves the right to update or adjust the content of the schedule and the training course from time to time as it sees fit.
6. The Training Provider will provide the Client with individual course completion certificates.
7. The applicable fees and the training courses content shall be as described on the Training Registration Form and on the Training Provider's website.
8. Unless otherwise specified, VAT shall be additionally applicable to any fees.
9. The fee payment payable to the provided by the Training Provider's bank account must be received by the Training Provider at least seven (7) days prior to the commencement of the training course.
10. Reservations cannot be confirmed until payment of the fees in full has been received.
11. Confirmation of allotted placement shall be sent within seven (7) working days of receipt of application and full fee.
12. Training provider reserves the right to decline the registration of any Client at its absolute discretion and shall refund any fees received in such an instance.
13. Training Provider reserves the right to refuse admission in the event of failure to observe the terms of this agreement, including for the avoidance of doubt the foregoing payment obligations.
14. For cancellations or rescheduling of the training course which can only be made in writing the following refunds will apply:
 - a. Over 14 days before the training course - a full refund of course fees;
 - b. 14 days or less before the training course - no refund of course fees.

15. In case of non-attendance by the Client at the training course no refund of course fees will be given.
16. Client substitutions can be made without incurring a penalty provided these changes are made in writing and received by the Training Provider at least seven (7) working days before the training course start date. If the Client wishes to make a substitution within 7 days there will be an administrative charge of 25% of that Client's training course fees.
17. If circumstances arise that are beyond the Training Provider's reasonable control, it may be necessary from time to time to change/cancel course dates, content, venues and prices from those agreed. Whilst the Training Provider will make every effort to transfer the Client's booking to the next available training course at the Client's preferred venue, it should be noted that the Training Provider will not be held liable for any costs/losses incurred as a result of any such changes. If the Training Provider is no longer able to provide the training course, the Training Provider will ask the Client to return any course materials to the Training Provider in the condition as originally delivered to the Training Provider and refund to the Client any fees paid to date when the Training Provider receives the materials as required.
18. The training course can be cancelled at the Training Provider's absolute discretion and the Training Provider will not be held liable for any costs/losses incurred as a result of any such cancellation.
19. All copyrights, patents, designs and other intellectual property rights in or relating to any training course and the course materials provided or made available in connection with the training course remain the sole property of the Training Provider. All material provided and presented during training is for the sole use of the training course participants. No part of the training course and the course materials may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, translated into any language or disclosed to third parties, without the prior written permission of the Training Provider.
20. The Client agrees to indemnify the Training Provider against any actions, costs, liabilities, losses, damages and expenses which the Training Provider may suffer or incur as a result of any claim by a third party in relation to ownership or use of any relevant intellectual property, provided by the Training Provider.
21. The Training Provider, its employees and agents agree to maintain as confidential and not to use or disclose to any third party any personal information derived from the Client (such as the Client's name, any address, e-mail address, telephone/fax numbers or registration numbers) without the Client consent except where it is necessary to enable the Training Provider to perform the training course. Unless the Client requests otherwise, at any time the Training Provider may hold the Client's contact details on its database in order to share relevant information with the Client in the future or to let the Client know about other Training Provider's events in which the Client might be interested. The Training Provider shall not sell nor disclose this information to any third party.
22. The Client shall not do anything to bring the Training Provider into disrepute and shall not use the names of or suggest or imply an association with the Training Provider or any other name, brand or mark used by the Training Provider except where the Training Provider has provided its prior written consent and in such instances only in accordance with the guidelines or requirements specified by the Training Provider.

23. Each party acknowledges and agrees that any and all information concerning the other's business or the terms of the agreement is confidential and each party agrees that it shall not permit the duplication, use or disclosure of any such Confidential Information to any person (other than its own employee, agent or sub-contractor where the same requires such information for the performance of the agreement) unless such duplication, use or disclosure is specifically authorised in writing by the other party, or is required by the operation of law. Confidential Information does not include information, which at the time of disclosure is generally known by the public (other than by the unauthorised act of the disclosing party). The parties shall take all reasonable steps to ensure that their employees, agents and sub-contractors keep Confidential Information confidential.
24. Except for death or personal injury caused by the Training Provider's negligence, for fraudulent misrepresentation, or for any other liability which cannot be limited by law, the entire liability of the Training Provider under or in connection with the agreement shall not exceed the amount which has actually been paid by the Client to the Training Provider for the training course.
25. All information provided to the Client is given in good faith and the Training Provider will not be held responsible for actions taken by the Client, any other individual or organisation as a result of the information provided during the training course.
26. The Training Provider shall have no liability for delay or failure to perform any of its obligations arising from any event beyond its reasonable control nor shall the Training Provider have any liability in any case for any loss of profits, loss of revenue, loss of goodwill or for any indirect or consequential losses.
27. If the training course reservation is made via the Training Provider's website or by telephone, the Client (as defined in clause 1 a) only) has a legal right to cancel the agreement. Such Client's legal right to cancel the agreement will start from the date when a reservation is made and such Client will have a period of fourteen (14) working days in which such Client may cancel the reservation, starting from the day after the day when the reservation is made. Such Client agrees to notify the Training Provider of the decision to cancel the agreement and will be entitled to receive a full refund of the course fees. The Training Provider will process the refund due to such Client as soon as possible and, in any case, within 30 calendar days of the day on which such Client gave the Training Provider notice of cancellation.
28. If the training course is due to start within fourteen (14) working days of when a reservation is made such Client will not have a legal right to cancel the agreement and no fees will be refunded.
29. If any of these terms and conditions or any provisions of the agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
30. The validity, construction and performance of this agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the parties submit.