

## TERMS AND CONDITIONS FOR ALFED TRAINING COURSES

**Important notice: Please read carefully before buying any ALFED training courses or accessing or downloading any training materials from ALFED.**

This is a legal agreement between you (“you” or “the Customer”) and Aluminium Federation Limited of Bragborough Hall Business Centre, Welton Road, Braunston, Daventry, Northamptonshire NN11 7JG, United Kingdom (“ALFED” “we” or “us”) for the purchase by you from us of ALFED training courses and/or training materials (“the Services”)

### 1. APPLICATION

By making a provisional booking and/or a final booking through our website or by telephone or email, you agree to these terms (the “Terms and Conditions”) which will bind you and your employees in relation to the provision by us of the Services. If you do not agree to these Terms and Conditions, we will not sell Services to you and you must discontinue the purchasing process now.

### 2. INTERPRETATION

2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

**Agreement:** these Terms and Conditions and (i) the signed Contract for Services; or (ii) a completed Online Booking Process.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Charges:** the charges payable by the Customer for the Services in accordance with clause 6 (Charges and payment).

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**Contract for Services:** The document sent by ALFED to the Customer, following an indication by the Customer that it wishes to obtain Services from ALFED, setting out the details of the Services to be provided and the basis upon which ALFED proposes to provide them.

**Delegate(s):** an individual or representative scheduled by the Customer to attend the Training.

**Customer:** the person, firm or company who purchases the Services from ALFED.

**Customer Data:** the data provided by the Customer for the purpose of facilitating the Services.

**Data Protection Legislation:** means:

(a) The General Data Protection Regulation (GDPR), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003; and

(b) any other legislation in force from time to time relating to privacy and/or the Processing of Personal Data and applicable to the provision and receipt of Training under these Terms and Conditions; and

any statutory codes of practice issued by the Information Commissioner in relation to such legislation.

**In-House:** Services provided by ALFED at the Customer's premises for the Customer's Delegates.

**Online Booking Process:** The booking process available through the following websites or its links: <https://alfed.org.uk>

**Personal Data:** has the meaning given to it in the Data Protection Legislation.

**Processing:** has the meaning given to it in the Data Protection Legislation.

**Public:** Services provided by ALFED at a physical location or online for all Customers and Delegates.

**Training:** the training course(s), either In-house or Public, to be supplied by ALFED to the Customer (the "Services") as described in the Contract for Services or as part of the Online Booking Process.



**Training Materials:** any materials or documents provided by ALFED as part of the Training and the Services.

2.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

### **3. BASIS OF THESE TERMS AND CONDITIONS**

3.1 These Terms and Conditions shall come into effect when either:

3.1.1 Customer completes the Online Booking Process; or

3.1.2 Upon receipt by ALFED of an electronic or hard copy of the Contract for Services (the Alfed Booking Form) signed by the Customer, at which point these Terms and Conditions shall be deemed incorporated into the Contract for Services. Provisional bookings must be confirmed within 5 days.

3.2 Save for terms pertaining to the relevant Training in the Online Booking Process or the Contract for Services, any descriptive matter or advertising issued by ALFED, and any descriptions contained in ALFED's catalogues, brochures or on their website, are issued or published for the sole purpose of giving an approximate idea of the Training described in them; They shall not form part of these Terms and Conditions nor have any contractual force.

3.3 These Terms and Conditions apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3.4 Any Contract for Services is only valid for acceptance for a period of 30 calendar days from its date of issue.

### **4. SUPPLY OF THE SERVICES**

4.1 ALFED shall use reasonable endeavours to supply the Services to the Customer in accordance with these Terms and Conditions in all material respects but reserves the right to change the course content of any Training course at any time and without notice.



4.2 ALFED shall use reasonable endeavours to meet any specified Training dates, but any such dates shall be anticipated dates only and may be subject to alteration.

4.3 ALFED reserves the right to amend the Agreement if necessary, to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Training, and ALFED shall notify the Customer in any such event.

4.4 Notwithstanding the above sub-clauses, ALFED reserves the right to cancel the Services at any time, without incurring additional liability to the Customer or any Delegates. In such circumstances, ALFED will offer (at its sole discretion) alternative dates, a full refund, or a credit note.

4.5 To the extent that the Services are not provided on an In-House basis, all Training is provided in well-equipped hotels or training centres as notified to the Customer by ALFED from time to time, in relation to the specific Services or Training being delivered.

## **5. CUSTOMER'S OBLIGATIONS**

5.1 The Customer shall:

5.1.1 co-operate with ALFED in all matters relating to the Services;

5.1.2 provide ALFED, its employees, agents, consultants and subcontractors, with any information which may reasonably be required by ALFED in the organisation of the Services, including, but not limited to, details in respect of the Delegate(s) and ensure that such information is complete and accurate in all material respects; and

5.1.3 where Training is being delivered at its premises, provide ALFED with (i) access, training space and any equipment necessary for the delivery of the Services; and (ii) such facilities as are reasonably notified to the Customer in advance.

## **6. CHARGES AND PAYMENT**

6.1 Unless otherwise stated in the Contract for Services, the Charges for the Services shall be published in ALFED'S literature and is calculated on a per session per Delegate basis. Charges do not include the cost of accommodation, if required, which is the responsibility of the Customer.

6.2 The Customer shall pay any invoice submitted by ALFED within 30 calendar days of the date of the invoice, and in any event prior to the Training taking place, to a bank account provided on the invoice by ALFED, or in the case of online bookings, shall make payment as required by the Online Booking Process.

6.3 Failure by the Customer to pay any Charges when they fall due may (at ALFED's discretion) result in:

6.3.1 the Delegates' place on the Training being withdrawn;

6.3.2 ALFED ceasing to provide the Training; and/or

6.3.3 ALFED withholding any certification due to the Delegates from the Training.

6.4 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay ALFED any sum due under this Agreement on the due date:

6.4.1 the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time.

6.5 All sums payable to ALFED under this agreement:

6.5.1 are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

6.5.2 shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **7. CANCELLATION**

7.1 The Customer may cancel the Services upon giving written notice to ALFED. Cancellations must be provided in writing to ALFED at [alfed@alfed.org.uk](mailto:alfed@alfed.org.uk)

7.2 The following terms apply to the cancellation of Services:

7.2.1 If written notice is received at least 3 months prior to the start date of the Services the Charges will be refunded in full;



7.2.2 If written notice is received at least 2 months prior to the start date of the Services 50% of the Charges will be refunded; and

7.2.3 If written notice is received less than 1 month prior to the start date of the Services there is no refund of Charges.

7.3 Training may only be cancelled by the Customer in accordance with this clause 7. If a Customer or Delegates fail to attend all or part of any Training, full payment of the Charges shall be required save that substitutions for Delegates may be made at any time by the Customer provided that notice of this is given to ALFED.

7.4 If a refund is approved by ALFED, it will be made through the original mode of payment only.

7.5 ALFED reserves the right to change the designated venue for the Services upon reasonable notice to the Customer and to change the speaker or trainer or both at any time prior to the commencement of the Services.

7.6 ALFED reserves the right, at its absolute discretion and without liability to the Customer to cancel, an advertised Training course due to insufficient bookings or due to circumstances beyond the reasonable control of ALFED, in which event, the liability of ALFED shall be limited to the return of all Charges paid by the Customer.

## **8. INTELLECTUAL PROPERTY RIGHTS**

8.1 All intellectual property rights in or arising out of or in connection with the Training, including any associated Training Materials shall be owned by ALFED or its licensors or appointed speakers.

8.2 No reproductions, scans or copies (wholly or in part) shall be made of the Training Material without the prior written consent of ALFED.

## **9. CUSTOMER DATA**

9.1 As between the parties, the Customer shall own all right, title and interest in and to all of the Customer Data.



9.2 The Customer grants ALFED an irrevocable, unlimited and royalty-free licence to use the Customer Data provided to ALFED for the purposes of providing the Services.

9.3 Each party warrants that for the purposes of this Agreement it:

9.3.1 shall comply with the provisions of the Data Protection Legislation, including without limitation that it:

(a) shall use Personal Data in accordance with the permissions or consents obtained from the data subjects (as defined in the Data Protection Legislation) or otherwise in accordance with the Data Protection Legislation;

(b) shall communicate to the other party the terms of any permissions or consents obtained from the data subjects;

(c) shall have in place appropriate technical and organisational security measures against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data and shall take all reasonable steps to ensure the reliability of its personnel who have access to such Personal Data and to impose obligations of confidentiality upon such personnel and to ensure that such personnel are aware of their responsibilities under the Data Protection Legislation;

(d) shall not transfer Personal Data outside the European Economic Area save in accordance with the Data Protection Legislation;

(e) shall comply with any request or notice it receives from a data subject in its capacity as a data controller;

9.3.2 shall upon request provide such assistance as is reasonably necessary to the other party to enable that party to comply with its obligations as a data controller (as defined in the Data Protection Legislation);

9.3.3 shall inform the other party as soon as reasonably practicable of the discovery of any actual or suspected data-breach relating to the Processing of Personal Data in connection with this Agreement;

9.3.4 shall, except to the extent prohibited by applicable law, inform the other party upon receipt of a complaint from a data subject or if approached by any regulatory body in

connection with its compliance with the Data Protection Legislation in connection with this Agreement;

9.3.5 shall, except to the extent prohibited by applicable law, consult the other party in good faith as to the timing, manner and content of any response to a complaint from a data subject or approach by any Regulatory Body in connection with compliance with the Data Protection Legislation in connection with the Agreement.

## **10. LIMITATION OF LIABILITY**

10.1 Nothing in these Terms and Conditions limits any liability which cannot legally be limited, including, but not limited to, liability for:

10.1.1 death or personal injury caused by negligence;

10.1.2 fraud or fraudulent misrepresentation; and

10.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

10.2 Subject to clause 10.1:

10.2.1 ALFED shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, loss of income, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising;

10.2.2 ALFED's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the Agreement shall be limited to the total Charges paid for the Services.

10.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 and 4 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Terms and Conditions.

10.4 Views expressed by ALFED'S appointed speakers or trainers are their own views and ALFED shall not be liable under any circumstances for the same or the content of any Training Materials provided by speakers or trainers that is not ALFED content.



10.5 The Customer is solely liable for the behaviour of its Delegates and undertakes to indemnify ALFED in respect of any loss, damage and/or costs incurred by it as a result of the actions or default of the Customer and/or the Customer's Delegates.

10.6 This clause 10 shall survive termination of the Agreement.

## **11. CONFIDENTIALITY**

11.1 Each party may be given access to confidential information from the other party in order to perform its obligations under the Agreement. A party's confidential information shall not be deemed to include information that:

11.1.1 is or becomes publicly known other than through any act or omission of the receiving party;

11.1.2 was in the other party's lawful possession before the disclosure;

11.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

11.1.4 is independently developed by the other party, which independent development can be shown by written evidence.

11.2 Subject to clause 11.3, each party shall hold the other's confidential information in confidence and not make the other's confidential information available to any third party or use the other's confidential information for any purpose other than the implementation of the Agreement.

11.3 A party may disclose confidential information to the extent such confidential information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.3, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

11.4 The Customer acknowledges that its information may be used by ALFED on an anonymous basis without limitation including compiling and publishing reports.

11.5 The above provisions of this clause 11 shall survive termination of the Agreement, however arising.

## **12. TERMINATION**

12.1 Without affecting any other right or remedy available to it, either party to the Agreement may terminate it with immediate effect by giving written notice to the other party if:

12.1.1 the other party commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 calendar days after being notified in writing to do so;

12.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation, bankruptcy or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

12.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

12.1.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

12.2 Without affecting any other right or remedy available to it, ALFED may terminate the Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Agreement on the due date for payment.

## **13. CONSEQUENCES OF TERMINATION**

13.1 On termination of the Agreement:

13.1.1 the Customer shall return any of the Training Materials which have not been fully paid for; and

13.1.2 any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

13.2 Termination of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

#### **14. FORCE MAJEURE**

ALFED shall have no liability to the Customer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of ALFED or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

#### **15. VARIATION**

Subject to clause 4.3, no variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

#### **16. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **17. SEVERANCE**

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.

## **18. ENTIRE AGREEMENT**

18.1 The Agreement shall constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.2 Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.

## **19. ASSIGNMENT AND SUBCONTRACTING**

19.1 The Customer shall not, without the prior written consent of ALFED, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement, such consent may be withheld in ALFED's sole discretion.

19.2 ALFED may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

## **20. NO PARTNERSHIP OR AGENCY**

Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## **21. THIRD PARTY RIGHTS**

The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **22. NOTICES**

22.1 Any notice required to be given under the Agreement shall be in writing and shall be delivered by hand or sent by post or email to the other party at its address set out in the Agreement, or such other address as may have been notified by that party for such purposes.

22.2 A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent email shall be deemed to have been received at the time of transmission (as shown by the time sent in respect of an email).

## **23. GOVERNING LAW**

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **24. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).