

TERMS AND CONDITIONS

NOVEMBER 2018

CONTENTS	PAGE
1. Training	2
2. Conferences and events	4
3. Intellectual property	5
4. Data protection – Updated November 2018	5
5. Appeals procedure for Alcohol Focus Scotland/ServeWise - City & Guilds Qualifications	5
6. Appeals procedure for Alcohol Focus Scotland/ServeWise - SQA Qualifications	6
7. Malpractice and maladministration	6
8. Customer service statement	7
9. Complaints	7
10. Equality and diversity	8
11. Health and safety	8

Alcohol Focus Scotland has the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements, and changes in our system's capabilities.

Individuals/organisations are subject to the policies and terms and conditions in force at the time of booking.

1.0 TRAINING

1.1 COURSE BOOKING

Bookings can be made by telephone, by emailing training@alcohol-focus-scotland.org.uk or online (some courses only).

1.1(A) SCOTTISH PERSONAL LICENCE HOLDERS

Bookings can be made by telephone or email. A deposit may be payable at the time of booking for pre-course materials. Deposits, where payable, are non-refundable.

1.1(B) LICENSING BOARD MEMBERS/ LICENSING STANDARDS OFFICERS

Booking enquiries can be made by telephone or email. Individuals/organisations seeking to book training must complete a Booking Request Form issued by Alcohol Focus Scotland. This should be returned to Alcohol Focus Scotland by email to confirm the booking.

1.1(C) ORGANISATIONS BOOKING TRAINING

Booking enquiries can be made by telephone or email and in some instances are available to book online.

Organisations seeking to book training must complete a Training Commissioning Request issued by Alcohol Focus Scotland. This should be returned to Alcohol Focus Scotland by email to confirm the booking.

Whilst Alcohol Focus Scotland will seek to accommodate all training date requests, dates will be confirmed on a first-come first-served basis and are subject Alcohol Focus Scotland availability. Alcohol Focus Scotland will acknowledge bookings within 10 working days of receipt of booking.

All Alcohol Focus Scotland courses need to have a minimum number of participants to proceed. Alcohol Focus Scotland will confirm bookings 7 working days in advance of the course date. Pre-course materials will be issued to individuals/organisations by email or post.

Should a course be cancelled because minimum participant numbers are not met, individuals/organisations will be offered a place on an alternative course or a full refund of any course fees paid.

Alcohol Focus Scotland will not be liable for any other loss or expense i.e. accommodation or travel costs arising as a result of the cancellation.

1.2 SPECIAL REQUIREMENTS

Alcohol Focus Scotland will seek to make reasonable adjustments as far as is practical to accommodate an individual's specific needs. However, it is vital that this is brought to Alcohol Focus Scotland's attention **at the time of booking**, explaining the disability and what may be required to accommodate it.

Individuals requiring any specialist equipment and/or personnel such as signers or translators etc. will be responsible for sourcing and costs to such provisions.

1.3 TERMS OF PAYMENT

Individuals/organisations booking training must make full payment at the time of booking or prior to attending the course. Where an individual/organisation requests an invoice, payment terms are immediate from the date of invoice. Payment can be made by credit card*, debit card or BACS transfer.

*Fees may apply

1.4 LATE ARRIVAL/NON-ATTENDANCE

Alcohol Focus Scotland trainers reserve the right to refuse entry to participants who arrive more than 30 minutes late from the course start time. No refunds or discounts will be given for candidates who arrive late or fail to attend.

1.5 CANCELLATION BY INDIVIDUAL/ORGANISATION

Cancellation can be made by telephone or email to training@alcohol-focus-scotland.org.uk. Where an individual/organisation cancels training the following charges will apply:

0 – 7 days before the training date	Full fee is payable
8 – 14 days before the training date	50% fee is payable
15 days or more	No charge

Note: For licensing qualifications, timescales and charges for cancellation may change during busy periods. Please refer to booking confirmation for details.

1.6 TRANSFERS AND SUBSTITUTION

Individuals/organisations may substitute an individual with another at no extra charge. Notification of the substitution is required and can be made by telephone or email to training@alcohol-focus-scotland.org.uk.

Requests for transfer to another course can be made by telephone or email to training@alcohol-focus-scotland.org.uk. The following charges will apply:

0 – 7 days before the training date	£10 administration fee may be payable
8 days or more before the training date	No charge

Alcohol Focus Scotland will seek to accommodate transfer requests subject to availability. Courses must have a suitable minimum number of participants, and as such Alcohol Focus Scotland reserves the right to refuse such requests where transfer would result in the minimum number of participants not being met.

1.7 RESCHEDULE

Reschedule requests can be made by telephone or email to training@alcohol-focus-scotland.org.uk. Alcohol Focus Scotland will seek to accommodate all reschedule requests made by individuals/organisations, however these are subject to Alcohol Focus Scotland availability. The following charges will apply:

0 – 7 days before the training date	25% fee is payable
8 – 14 days before the training date	10% fee is payable
15 days or more	No charge

1.8 CANCELLATION BY ALCOHOL FOCUS SCOTLAND

Should circumstances mean that Alcohol Focus Scotland has to cancel the agreed training course, where possible we will aim to provide a minimum of 7 days' notice (unless cancellation is due to circumstances beyond Alcohol Focus Scotland's reasonable control).

Alcohol Focus Scotland will offer individuals/organisations an alternative date at no extra charge. Where an alternative date is not available or suitable, individuals/organisations will be eligible for a full refund of any course fees paid.

Alcohol Focus Scotland will not be liable for any other loss or expense i.e. accommodation or travel costs arising as a result of the cancellation.

1.9 EXAM RESITS (LICENSING QUALIFICATIONS ONLY)

1.9(A) SCOTTISH PERSONAL LICENCE HOLDERS (SCPLH)

Individuals who fail the SCPLH exam are permitted to re-sit the exam. Note: Additional charges will apply.

1.9(B) LICENSING BOARD MEMBERS/LICENSING STANDARDS OFFICERS

Individuals who fail the Licensing Board Members/Licensing Standards Officers exam are permitted one re-sit opportunity. This must be taken within 12 months of the date of sitting the assessment. [Note: additional charges will apply.](#)

Individuals who do not pass the exam on the re-sit must attend the full course again before being allowed to re-take the assessment. [Note: additional charges will apply.](#)

2. CONFERENCES AND EVENTS

2.1 BOOKING

Bookings can be made by telephone, email or online (for some events only). While Alcohol Focus Scotland will seek to accommodate booking requests, places will be allocated on a first-come first-served basis subject to availability. Unless otherwise stated on the booking form, confirmation will be issued to delegates by email or post.

2.2 TERMS OF PAYMENT

Delegates wishing to book must make full payment at the time of booking or prior to attending the conference/event (unless otherwise stated). Payment can be made by credit card*, debit card or BACS transfer.

*Fees may apply

2.3 LATE ARRIVAL/NON-ATTENDANCE

No refunds or discounts will be given for delegates who fail to attend.

2.4 SUBSTITUTION

Should a delegate wish to substitute another person an administration fee may be payable.

2.5 CANCELLATION BY DELEGATES

Where a delegate cancels his/her place at a conference/event, the following charges will apply:

0 - 7 days prior to the event	Full fee is payable
8 - 14 days prior to the event	50% fee is payable
15 days or more prior to the event	Administration fee may be payable

2.5 CANCELLATION BY ALCOHOL FOCUS SCOTLAND

On occasion, unforeseen circumstances may require Alcohol Focus Scotland to cancel an event/conference. In such circumstances, delegates will be given as much notice as possible and a full refund of any monies paid will be provided.

Alcohol Focus Scotland will not be liable for any other loss or expense arising as a result of the cancellation.

3. INTELLECTUAL PROPERTY

All materials provided for Alcohol Focus Scotland courses remain the intellectual property of Alcohol Focus Scotland. No content of Alcohol Focus Scotland materials, in whole or in part, may be copied, reproduced, uploaded, posted, displayed, linked to, or used in any way without prior written permission of Alcohol Focus Scotland.

4. DATA PROTECTION

Alcohol Focus Scotland collects personal data from candidates and delegates for contractual purposes: for event or course registration, recording of qualifications and evaluation. Statistical analysis is also carried out but the information used will be anonymised.

Alcohol Focus Scotland will only collect the relevant personal information necessary to provide the contracted service and will keep personal information no longer than is required. AFS may in limited circumstances need to collect 'special category' personal data, but will obtain the explicit consent of data subjects where this is necessary.

Alcohol Focus Scotland may share any candidates' data if required as a result of a qualification enquiry by an awarding body i.e. City and Guilds or a regulator i.e. SQA. Personal information will not be shared with any other third parties unless there is a legal obligation to disclose the information. Personal data will not be sold by Alcohol Focus Scotland.

Alcohol Focus Scotland will not send general marketing emails unless individuals have 'opted in' to this type of marketing. We may contact previous training candidates with information about relevant upcoming training, as allowed in the Privacy and Electronic Communications Regulations 2003, giving the option to 'opt-out' of further communications. AFS will always provide clear information on how to 'opt out' of any type of marketing communications.

All information stored in electronic form by Alcohol Focus Scotland will be held in accordance with Data Protection requirements.

For more information, please read our [Privacy Notice](#)

5. APPEALS PROCEDURE FOR ALCOHOL FOCUS SCOTLAND/SERVEWISE CITY & GUILDS QUALIFICATIONS

Individuals wishing to appeal against his/her score may do so in writing to:

Co-ordinated Assessment Services

City & Guilds

1 Giltspur Street

London

EC1A 9DD

The letter that is submitted should include:

- the name and number of the centre
- the name(s), enrolment number(s) and date(s) of birth of the candidate(s)
- the qualification name and number
- the complex number and component number of the qualification
- the processing period/year or exact date of the examination

A fee may be charged for this service by City & Guilds: please visit their [website](#) for more information. A full refund of fees will be made where a candidate's appeal is upheld.

If, having followed the City & Guilds appeals system, the appellant is not satisfied with the outcome, they have the right to appeal to the relevant regulator, SQA Accreditation. Note that SQA Accreditation is unable to overturn assessment decisions or academic judgements.

ServeWise satellite centres can ask ServeWise to appeal to City & Guilds against a candidate's score.

6. APPEALS PROCEDURE FOR ALCOHOL FOCUS SCOTLAND/SERVEWISE SQA QUALIFICATIONS

An individual may appeal against:

- Their own score
- Decisions or action taken by a centre, only where that centre's appeal procedure has been followed and no satisfactory resolution found.

With the exception of an individual's score in a multiple-choice exam, the sole ground for any appeal is that the decision, based on all the evidence available at the time, was wrong. In order to prove that the decision was wrong, the appellant must prove either that the decision was unreasonable or that there was a breach of procedural requirements or maladministration by the centre or Awarding Body as relevant. Appeals must be made in writing within 10 working days of receiving the results or decision, stating the grounds for appeal.

- 6.1 Upon receipt of the appeal, an Alcohol Focus Scotland Coordinator, not involved in the original decision, will investigate the matter. (S)he will then contact the appellant within 10 working days of the appeal being received to discuss the outcome of the investigation. A written report will be sent to the appellant, although the initial discussion of the outcome of the investigation may be by telephone or in a meeting.
- 6.2 If the appellant is not satisfied with the response they receive at this stage then they should contact the Learning & Business Development Manager at Alcohol Focus Scotland. This is Stage 2 of the appeals procedure.
- 6.3 The Learning and Business Development Manager will investigate the matter. The appellant will be notified of the outcome of the Learning and Business Development Manager's investigation within 21 working days from receipt of the Stage 2 appeal.
- 6.4 If the appellant is not satisfied with the response they receive at this stage they should contact the Chief Executive. This is Stage 3 of the appeals procedure.
- 6.5 The Chief Executive will investigate the matter. The appellant will be notified of the outcome of the Chief Executive's investigation within 21 working days from receipt of the Stage 3 appeal. This decision is final for Alcohol Focus Scotland.
- 6.6 Where the appeal involves the work or assessment decision of a Coordinator, the initial appeal, Stage 1, should go to the Learning and Business Development Manager, with a Stage 2 appeal to be addressed to the Chief Executive. The Chief Executive's decision is final for Alcohol Focus Scotland.
- 6.7 If, having followed the Alcohol Focus Scotland appeals system, the appellant is not satisfied with the outcome, they have the right to complain to the relevant regulator i.e. SQA Accreditation. Note that SQA Accreditation is unable to overturn assessment decisions or academic judgements.
- 6.8 Alcohol Focus Scotland reserves the right to charge a fee for any appeals. In the event of an individual's result improving following an appeal, Alcohol Focus Scotland will refund any fees paid by the appellant in respect of the appeal.

7. MALPRACTICE AND MALADMINISTRATION

EXCERPT FROM ALCOHOL FOCUS SCOTLAND'S AWARDING BODY REGULATIONS – MAY 2018

Definition: Malpractice is defined as any deliberate activity, neglect, default or other practice that compromises the integrity of the assessment process, and/or the validity of certificates. Malpractice may include a range of issues from the failure to maintain appropriate records or systems to the deliberate falsification of records in order to claim certificates. Failure by a centre to deal with identified issues may in itself constitute malpractice. Maladministration is any activity, neglect, default or other practice that results in the centre or candidate not complying with the specified requirements for delivery of the qualifications and as set out in the relevant codes of practice where applicable.

- 7.1 Any centre, trainer or candidate that knows or suspects of malpractice or maladministration in connection with any Alcohol Focus Scotland qualification should report it immediately to Alcohol Focus Scotland. Reports can be by telephone, fax, email or letter. Alcohol Focus Scotland will inform the regulator, SQA Accreditation.
- 7.2 Alcohol Focus Scotland will follow its complaints procedure (see section 9).
- 7.3 The person who investigates will be independent of normal working relationships with the centre.
- 7.4 All allegations of maladministration or malpractice will be recorded, even in circumstances where due to a lack of evidence or information no investigation can be conducted.
- 7.5 Alcohol Focus Scotland appreciates that in some circumstances the person reporting knowledge or suspicions of malpractice or maladministration may prefer to remain anonymous. Alcohol Focus Scotland will still make every effort to gather as much information from the complainant as possible without requiring them to reveal their name.
- 7.6 Alcohol Focus Scotland reserves the right to suspend a centre during an investigation.
- 7.7 A final report into the outcome of any investigation into allegations of maladministration or malpractice will be sent to the centre, trainer and/or candidate as relevant and to the regulator, SQA Accreditation.

8. CUSTOMER SERVICE STATEMENT

Alcohol Focus Scotland aims to be a responsive, customer-focused organisation providing a friendly, efficient and professional service to our customers. Our organisational values underpin the standards of service our employees and customers are entitled to expect as a minimum. These include:

- Communicating openly and honestly
- Treating customers with respect
- Adopting a culture of mutual trust
- Recognising equality and diversity
- Creating a culture of positivity and creativity
- Professionalism

Alcohol Focus Scotland welcomes feedback from individuals/organisations attending training, trainers and satellite centres. Alcohol Focus Scotland will respond to feedback, through formal and informal channels, from all customers. Contact details are as follows:

Alcohol Focus Scotland
166 Buchanan Street
Glasgow G1 2LW
Tel: 0141 572 6700
Email: training@alcohol-focus-scotland.org.uk

9. COMPLAINTS

A complaint may come from any individual, organisation, trainer, or ServeWise satellite centre. Complaints may be made verbally or in writing by email or post. Written complaints may be sent to Imogen Adams, Business Support Manager, Alcohol Focus Scotland, 166 Buchanan Street Glasgow G1 2LW or by email to imogen.adams@alcohol-focus-scotland.org.uk.

Verbal complaints may be made by phone to 0141 572 6700 or in person to any member of staff at 166 Buchanan Street, Glasgow G1 2LW. A written record of telephone complaints will be held by Alcohol Focus Scotland.

Alcohol Focus Scotland's complaints policy and procedure provides a commitment to individuals/organisations that in handling complaints Alcohol Focus Scotland will:

- Provide a fair complaints procedure that is clear and easy to use for anyone wishing to make a complaint.
- Publicise the existence of the complaints procedure so that people know how to contact the organisation to make a complaint.
- Make sure Alcohol Focus Scotland's staff know what to do if a complaint is received.
- Make sure all complaints are investigated fairly and in a timely way.
- Make sure that complaints are, wherever possible, resolved and that relationships are repaired.
- Gather information that helps the organisation to improve what it does.

Complaints procedure

STAGE ONE

A complaint may be resolved by the person responsible for the issue being complained about. If the complaint has been received by that person, they may be able to resolve it swiftly and should do so if possible and appropriate.

Whether or not the complaint has been resolved, the complaint information will be recorded by the appropriate line manager. If the complaint is about a member of staff the line manager will investigate the complaint in accordance with the disciplinary policy.

Complainants will receive an acknowledgement advising who is managing the complaint within 10 working days. Alcohol Focus Scotland will aim where possible to provide a definitive response within four weeks describing the action taken to investigate the complaint, the conclusions from the investigation, and any action taken as a result of the complaint.

STAGE TWO

If the complainant feels that the problem has not been satisfactorily resolved at Stage One, they can appeal the outcome of the stage one investigation and request that the complaint is reviewed by the Chief Executive (unless the complaint is about the Chief Executive, in which case the appeal will be reviewed by the Board). The Chief Executive will review the complaint and the stage one investigation. The complainant will be notified of the outcome of this investigation within four weeks from the receipt of the appeal.

STAGE THREE

If, having followed the complaints system, the complainant is not satisfied with the outcome, they have the right to complain to the Board. This should be addressed to the Chief Executive who will present the complaint to the Board. The request for Board level review should be acknowledged by the Chief Executive within 10 working days of receiving it. The acknowledgement should say which member of the Board will deal with the case and when the complainant can expect a reply. The investigation and the decision of the Board is final.

All complaints must be lodged within three months of the incident.

10. EQUALITY AND DIVERSITY OPPORTUNITIES

Alcohol Focus Scotland is committed to supporting a culture of equality and diversity. We recognise the positive contribution that each individual can make to training and the organisation overall. We will provide a learning and working environment free from unlawful discrimination against applicants, staff and participants on the grounds of sex, marital or civil partner status, pregnancy or maternity, sexual orientation, gender reassignment, race (which includes colour, nationality and ethnic or national origins), religion or belief, age or disability ("the Protected Characteristics").

A copy of our full Equal Opportunities Policy is available on request.

11. HEALTH AND SAFETY

Alcohol Focus Scotland seeks to ensure, so far as is reasonably practicable, the Health, Safety and Welfare at Work of all employees and others who may be affected by the undertakings of Alcohol Focus Scotland.

Alcohol Focus Scotland is committed to:

- the prevention of injury and impairment of health of all persons affected by the undertakings of Alcohol Focus Scotland;
- the observance of the requirements of the Health & Safety at Work etc. Act 1974 and all other Acts, Regulations and Approved Codes of Practice applicable to the operation of Alcohol Focus Scotland;
- the adoption of safe working practices and standards.

Alcohol Focus Scotland requires all employees to take reasonable care of the safety of themselves and of others who may be affected by their acts or omissions and co-operate with Alcohol Focus Scotland in the achievement of the above objectives.

A copy of our full Health and Safety Policy is available on request.

Updated: 16/11/2018

Next Review: 01/08/2018