

TERMS & CONDITIONS



1. TERMS & CONDITIONS (Vertex Health Advisory Ltd)

1.1 Core Agreement

These Terms and Conditions ("Terms") govern the provision of all Continuing Professional Development (CPD) training services, educational products, and related services supplied by **Vertex Health Advisory Ltd** ("the Company", "we", "us", or "our").

These Terms apply to all courses, workshops, seminars, webinars, online learning, face-to-face training sessions, consultancy services, educational resources, and any other services provided by Vertex Health Advisory Ltd, unless otherwise agreed in writing.

By booking, purchasing, accessing, attending, or participating in any course or service provided by Vertex Health Advisory Ltd, the individual or organisation ("the Delegate", "you", or "your") confirms that they have read, understood, and agree to be legally bound by these Terms and Conditions.

Where a booking is made by an employer, educational institution, healthcare provider, or any other organisation on behalf of one or more delegates, the organisation confirms that it has the authority to enter into this agreement and accepts these Terms on behalf of the delegate(s), except where individual statutory rights apply.

These Terms constitute the entire agreement between Vertex Health Advisory Ltd and the Delegate in relation to the services provided and supersede any previous discussions, representations, understandings, or agreements relating to those services, except where expressly agreed in writing.

Nothing contained within these Terms shall affect any statutory rights afforded to consumers under the laws of England and Wales.

1.1.1 Scope of Services

Vertex Health Advisory Ltd provides professional education and Continuing Professional Development (CPD) services, which may include, but are not limited to:

- Face-to-face CPD courses.

- Live online training sessions and webinars.
- Self-directed online learning programmes.
- Clinical skills workshops.
- Simulation-based education.
- Consultancy and advisory services.
- Educational resources, course manuals, and supporting documentation.
- Assessment activities where applicable.

The services offered may be amended, updated, withdrawn, or expanded from time to time in order to reflect current evidence, legislation, clinical guidance, educational best practice, and business requirements.

1.1.2 Nature of the Agreement

A legally binding contract between Vertex Health Advisory Ltd and the Delegate is formed when a booking is accepted by the Company, any applicable payment requirements have been satisfied, and a booking confirmation has been issued.

Acceptance of a booking remains subject to:

- Availability of places.
- Receipt of accurate booking information.
- Receipt of any required payment or deposit.
- The Delegate meets any published eligibility or prerequisite requirements.

Vertex Health Advisory Ltd reserves the right to decline any booking where it is reasonable to do so, including where course prerequisites are not met, payment has not been received, or attendance would present a safety, legal, or operational concern.

1.1.3 Amendments to these Terms

Vertex Health Advisory Ltd reserves the right to amend these Terms and Conditions from time to time where reasonably necessary to reflect:

- Changes in legislation or regulation.
- Changes to business operations.
- Improvements to our services.
- Updates to clinical guidance or educational standards.

The version of the Terms and Conditions in force at the time a booking is confirmed shall normally apply to that booking unless otherwise required by law.

1.1.4 Severability

If any provision of these Terms and Conditions is found by a court or other competent authority to be unlawful, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

1.1.5 No Waiver

Any failure or delay by Vertex Health Advisory Ltd in exercising any right or remedy under these Terms shall not constitute a waiver of that right or remedy.

1.1.6 Assignment

Delegates may not transfer or assign their rights or obligations under these Terms without the prior written consent of Vertex Health Advisory Ltd.

Vertex Health Advisory Ltd may transfer or assign its rights and obligations where reasonably necessary as part of the operation or restructuring of the business, provided this does not adversely affect the Delegate's statutory rights.

1.2 Booking & Contract Formation

The following terms apply to all bookings made with Vertex Health Advisory Ltd for Continuing Professional Development (CPD) courses, educational events, consultancy services, and any other training services offered by the Company.

1.2.1 Booking Process

Bookings may be made through our website, through an authorised third-party booking platform, or by any other booking method approved by Vertex Health Advisory Ltd.

To complete a booking, delegates or the organisation booking on their behalf must provide accurate and complete information, including where applicable:

- Full name.
- Contact details.
- Employer or organisation (if applicable).
- Professional role.
- Any information reasonably required to facilitate participation.
- Billing information where payment is not being made directly by the delegate.

It is the responsibility of the person making the booking to ensure that all information provided is accurate and kept up to date.

1.2.2 Booking Confirmation

Submission of a booking request does not automatically create a legally binding contract.

A contract is formed only when:

- Vertex Health Advisory Ltd accepts the booking;
- any required payment or deposit has been successfully received (unless alternative payment arrangements have been agreed in writing); and
- a booking confirmation has been issued to the delegate or booking organisation.

Until this point, Vertex Health Advisory Ltd reserves the right to decline any booking request without liability.

1.2.3 Course Availability

All course places are offered subject to availability.

Vertex Health Advisory Ltd reserves the right to:

- Limit delegate numbers.
- Close bookings once capacity has been reached.
- Operate waiting lists.
- Prioritise bookings where appropriate.
- Refuse additional bookings once a course is full.

Booking confirmation should not be assumed until written confirmation has been received.

1.2.4 Payment Requirements

Unless otherwise agreed in writing:

- Full payment must be received before the course date.
- Places may not be reserved without payment.
- Where invoices are issued to organisations, payment shall be made in accordance with the agreed payment terms.

Failure to make payment by the required date may result in cancellation of the booking without further notice.

1.2.5 Delegate Eligibility

Certain courses may have prerequisite qualifications, experience, professional registration, or mandatory pre-course learning requirements.

It is the responsibility of the delegate or booking organisation to ensure these requirements are met before booking.

Vertex Health Advisory Ltd reserves the right to refuse participation where eligibility requirements have not been satisfied.

1.2.6 Booking on Behalf of Others

Where a booking is made by an employer, healthcare provider, educational institution, or other organisation on behalf of delegates, the person making the booking confirms that they have the authority to:

- Enter into this agreement.
- Provide the personal information required for booking.
- Accept these Terms and Conditions on behalf of the organisation.

Individual delegates remain responsible for complying with all delegate responsibilities contained within these Terms.

1.2.7 Accuracy of Booking Information

Delegates must promptly notify Vertex Health Advisory Ltd of any changes to:

- Contact details.
- Email address.
- Delegate name.
- Employer.
- Accessibility requirements.
- Any information that may affect participation.

Vertex Health Advisory Ltd shall not be responsible for delays or errors arising from inaccurate or incomplete information supplied by the delegate.

1.2.8 Refusal of Bookings

Vertex Health Advisory Ltd reserves the right to refuse or decline any booking where it is reasonable to do so, including (but not limited to):

- Failure to meet published course prerequisites.
- Failure to provide required booking information.

- Non-payment or suspected fraudulent payment.
- Previous serious breaches of these Terms and Conditions.
- Behaviour that has previously compromised the safety or wellbeing of instructors or delegates.
- Operational, legal, or safeguarding concerns.

Where a booking is declined before a contract is formed, any payment already received will normally be refunded in full.

1.2.9 Amendments to Bookings

Requests to amend a booking, including changes to delegate details, course dates, or attendance arrangements, should be submitted in writing as soon as reasonably practicable.

Any amendment remains subject to availability and acceptance by Vertex Health Advisory Ltd and may be subject to an administration fee where appropriate.

1.2.10 Electronic Communications

Vertex Health Advisory Ltd conducts the majority of its communications electronically. By making a booking, delegates and booking organisations agree to receive communications relating to their booking by email, including but not limited to:

- Booking confirmations.
- Payment confirmations and invoices.
- Joining instructions.
- Course reminders.
- Updates or changes to course arrangements.
- Course materials (where applicable).
- Certificates of attendance or completion.
- Administrative correspondence relating to the services provided.

The **official email address** for Vertex Health Advisory Ltd is:

info@vertexhealthadvisory.com

Delegates should use this email address for all enquiries relating to bookings, cancellations, transfers, invoices, certificates, complaints, or any other correspondence regarding our services.

It is the responsibility of the delegate or booking organisation to ensure that they provide a valid email address and regularly monitor it for communications from Vertex Health Advisory Ltd. Delegates should also ensure that emails from **info@vertexhealthadvisory.com** are added to their safe sender list and that spam or junk mail filters do not prevent the receipt of important communications.

Vertex Health Advisory Ltd shall not be responsible for any delay, missed communication, or failure to receive information where incorrect contact details have been provided by the delegate, or where communications have been filtered, blocked, or otherwise prevented from reaching the delegate's email account for reasons beyond our reasonable control.

1.2.11 Entire Booking Agreement

Once confirmed, the booking confirmation together with these Terms and Conditions constitute the complete agreement between Vertex Health Advisory Ltd and the delegate (or booking organisation) regarding the booked services, unless otherwise agreed in writing.

No verbal statements, promotional materials, or representations shall form part of the contract unless expressly incorporated into these Terms.

1.3 Payment Terms

The following payment terms apply to all courses, educational services, consultancy, online learning, and any other services supplied by Vertex Health Advisory Ltd unless otherwise agreed in writing.

1.3.1 Course Fees

The course fee payable shall be the price displayed on the Vertex Health Advisory Ltd website or otherwise confirmed in writing at the time of booking.

All prices are quoted in **Pounds Sterling (GBP)**.

Where applicable, prices will state whether **Value Added Tax (VAT)** is included or excluded. If Vertex Health Advisory Ltd becomes registered for VAT, VAT will be charged in accordance with UK legislation where applicable.

Course prices may be amended at any time without prior notice; however, any price changes will not affect bookings that have already been confirmed.

1.3.2 Payment Due Date

Unless otherwise agreed in writing:

- Individual delegates must pay the full course fee at the time of booking.
- Organisations booking delegates by invoice must pay within the payment period specified on the invoice.

- All invoices must be settled before the course commencement date unless alternative credit arrangements have been agreed.

Vertex Health Advisory Ltd reserves the right to refuse attendance where payment has not been received in full.

1.3.3 Accepted Payment Methods

Payment may be made using any payment method made available through our website or otherwise approved by Vertex Health Advisory Ltd, including:

- Debit cards.
- Credit cards.
- Bank transfer.
- Online payment providers.
- Purchase orders (where accepted).
- Invoice payment for approved organisations.

Availability of payment methods may change without notice.

1.3.4 Invoiced Organisations

Where payment is made by an employer, NHS Trust, university, educational institution, private healthcare provider, or other organisation:

- The organisation accepting the booking shall remain responsible for payment of all invoiced fees.
- Delegates remain bound by these Terms and Conditions regarding attendance and conduct.
- Any purchase order requirements must be supplied before an invoice is issued where requested.

Failure of an organisation to obtain internal approval or funding shall not affect its obligation to pay an accepted invoice.

1.3.5 Late Payments

If payment is not received by the due date, Vertex Health Advisory Ltd reserves the right to:

- Suspend access to online learning materials.
- Withhold course joining instructions.
- Refuse attendance.
- Withhold certificates of attendance or completion.

- Cancel the booking.
- Recover any reasonable costs incurred in collecting outstanding sums.

For business-to-business transactions, Vertex Health Advisory Ltd reserves the right to charge statutory interest and compensation on overdue invoices in accordance with the **Late Payment of Commercial Debts (Interest) Act 1998**, where applicable.

1.3.6 Non-Payment

Where payment has not been received in accordance with these Terms, Vertex Health Advisory Ltd may treat the booking as cancelled.

Cancellation for non-payment does not release the delegate or booking organisation from liability for any fees that remain contractually due.

1.3.7 Payment Security

Payments made through our website are processed using secure third-party payment providers.

Vertex Health Advisory Ltd does not store or retain full payment card details on its own systems unless expressly stated.

While reasonable measures are taken to ensure payment security, Vertex Health Advisory Ltd accepts no responsibility for failures, interruptions, or security incidents affecting third-party payment processors beyond our reasonable control.

1.3.8 Promotional Offers and Discounts

From time to time Vertex Health Advisory Ltd may offer promotional pricing, discount codes, early booking discounts, or special offers.

Unless expressly stated:

- Promotional offers cannot be used retrospectively.
 - Only one promotional offer may be applied per booking.
 - Promotional offers have no cash value.
 - Vertex Health Advisory Ltd reserves the right to withdraw or amend promotions at any time.
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1.3.9 Refunds

Any refunds due under these Terms and Conditions will normally be made using the original payment method wherever reasonably practicable.

Refund processing times may vary depending upon the payment provider or financial institution.

1.3.10 Currency and Banking Charges

Where payments are made from outside the United Kingdom:

- Delegates are responsible for any exchange rate differences.
- Delegates are responsible for any bank charges, transfer fees, or intermediary banking costs.

Vertex Health Advisory Ltd must receive the full invoiced amount after deduction of any banking fees.

1.3.11 Errors in Pricing

While every effort is made to ensure pricing information is accurate, Vertex Health Advisory Ltd reserves the right to correct genuine pricing errors.

Where a pricing error has occurred before a booking is confirmed, delegates will be informed and given the opportunity to proceed at the correct price or cancel the booking without penalty.

1.3.12 No Right of Set-Off

Except where required by law, delegates and booking organisations may not withhold payment or offset any alleged claim or dispute against sums due to Vertex Health Advisory Ltd.

Any dispute regarding the services provided should be raised separately in accordance with our complaints procedure.

1.4 Cancellations & Refunds

Vertex Health Advisory Ltd understands that circumstances may change. The following policy explains the rights and responsibilities of both delegates and the Company in relation to cancellations, transfers, refunds, and course changes.

1.4.1 Delegate Cancellations

If a delegate wishes to cancel their booking, notice must be provided in writing by email to the contact address specified on our website.

Refunds will be issued as follows:

- **More than 14 calendar days** before the scheduled course date – a full refund of the course fee or, at our discretion, the option to transfer to another available course date.
- **14 calendar days or less** before the course date – no refund will normally be provided. A transfer to a future course may be offered at our sole discretion, subject to availability and any applicable administration fee.
- **Failure to attend (non-attendance)** without prior notice will be treated as a cancellation and no refund or transfer will be offered.

The date on which written notification is received by Vertex Health Advisory Ltd will determine the applicable cancellation period.

1.4.2 Course Transfers

Where permitted by Vertex Health Advisory Ltd:

- A delegate may request to transfer to another available course date.
 - Transfer requests must be made in writing.
 - Transfers are subject to course availability.
 - We reserve the right to charge a reasonable administration fee for processing transfers.
 - Unless otherwise agreed in writing, only one transfer will be permitted per booking.
 - Once transferred, the booking becomes non-refundable.
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1.4.3 Substitution of Delegates

Where a course booking has been made by an employer or organisation, a substitute delegate may attend in place of the original delegate provided:

- We receive reasonable advance notice.
- The replacement delegate meets any published prerequisites for the course.
- Any required registration details are provided before the course commences.

No additional charge will normally apply for delegate substitutions.

1.4.4 Cancellation or Postponement by Vertex Health Advisory Ltd

Vertex Health Advisory Ltd reserves the right to cancel, postpone, reschedule, or change the venue, instructor, or delivery method of any course where reasonably necessary. Reasons may include, but are not limited to:

- Insufficient delegate numbers.
- Instructor illness or unforeseen unavailability.
- Venue issues.
- Severe weather.
- Public health restrictions.
- Equipment failure.
- Circumstances beyond our reasonable control.

Where this occurs, delegates will be offered one of the following options:

- Transfer to an alternative course date.
- Transfer to an equivalent online or face-to-face course (where appropriate).
- A full refund of the course fee already paid.

1.4.5 Travel and Accommodation

Delegates are responsible for arranging and paying for their own travel, accommodation, parking, meals, and any other associated expenses unless expressly stated otherwise.

Vertex Health Advisory Ltd accepts no liability for travel costs, accommodation expenses, loss of earnings, or any other consequential losses arising from the cancellation, postponement, or rescheduling of a course, except where required by law.

For this reason, delegates are advised not to book non-refundable travel or accommodation until they are satisfied that the course is proceeding as planned.

1.4.6 Online Courses

For live online courses, delegates are responsible for ensuring they have:

- A suitable internet connection.
- Compatible hardware and software.
- Access to any required learning platform.
- A suitable environment in which to participate.

Technical issues affecting a delegate's own equipment or internet connection will not normally entitle the delegate to a refund.

Where technical difficulties arise due to systems under the control of Vertex Health Advisory Ltd, we will use reasonable endeavours to resolve the issue promptly and may, at our discretion, reschedule the affected session or provide an appropriate alternative.

1.4.7 Consumer Cancellation Rights

Where a booking is made by an individual consumer online or at a distance, cancellation rights under the Consumer Contracts Regulations 2013 may apply.

Where a delegate requests that a digital course, online learning, or other service begins during the statutory cancellation period, they expressly acknowledge that their right to cancel may be reduced or lost once the service has commenced, in accordance with applicable legislation.

This provision does not affect any statutory rights that cannot lawfully be excluded.

1.4.8 Failure to Meet Course Requirements

Vertex Health Advisory Ltd reserves the right to refuse attendance, withhold certification, or remove a delegate from a course where the delegate:

- Does not meet published entry requirements or prerequisites.
- Fails to complete mandatory pre-course learning.
- Arrives significantly late and misses essential course content.
- Behaves in a manner that breaches these Terms and Conditions.
- Poses a risk to the safety or wellbeing of others.

In such circumstances, refunds will not normally be provided.

1.4.9 Exceptional Circumstances

Vertex Health Advisory Ltd recognises that exceptional circumstances may occasionally arise.

Requests for refunds or transfers outside the published policy (for example, serious illness, bereavement, or other significant unforeseen events) will be considered on a case-by-case basis at our absolute discretion. Supporting evidence may be requested.

The exercise of discretion in one case shall not create any obligation to do so in future cases.

Vertex Health Advisory Ltd aims to act fairly and reasonably in all circumstances. Where exceptional situations arise, we encourage delegates to contact us as early as possible so that we can discuss appropriate solutions. Any discretionary arrangements made by the Company shall not constitute a waiver of these Terms and Conditions.

1.5 Delegate Responsibilities

To ensure the safe, professional, and effective delivery of all training, delegates attending courses delivered by **Vertex Health Advisory Ltd** agree to comply with the following responsibilities.

1.5.1 Professional Conduct

Delegates are expected to conduct themselves professionally, courteously, and respectfully towards instructors, venue staff, fellow participants, patients (where applicable), and any other individuals involved in the delivery of the course.

Harassment, discrimination, bullying, intimidation, abusive language, threatening behaviour, or any conduct that disrupts the learning environment will not be tolerated.

1.5.2 Fitness to Participate

Delegates are responsible for ensuring they are physically and mentally fit to participate in the course, including any practical skills sessions or simulations.

If a delegate has a medical condition, injury, disability, pregnancy, allergy, or any other circumstance that may affect their participation or safety, they should notify Vertex Health Advisory Ltd before the course wherever reasonably possible so that appropriate adjustments can be considered.

1.5.3 Compliance with Instructions

Delegates must:

- Follow all reasonable instructions provided by instructors.
- Use training equipment safely and only as directed.
- Comply with all venue health and safety requirements.
- Participate in practical exercises in a safe and responsible manner.
- Immediately report any accident, injury, equipment defect, or safety concern to an instructor.

Failure to follow safety instructions may result in removal from practical activities or the course.

1.5.4 Professional Responsibility

Delegates remain responsible for:

- Practising only within their professional scope of practice.
- Exercising independent clinical judgement.
- Complying with their employer's policies and procedures.
- Maintaining any professional registration, licences, or indemnity arrangements required for their role.

Attendance on a course does not authorise a delegate to perform any clinical intervention outside their existing competence or authorised scope of practice.

1.5.5 Course Preparation

Where pre-course materials, online modules, or prerequisite learning are provided, delegates are responsible for completing these before attending where required.

Failure to complete mandatory pre-course requirements may result in refusal of entry or inability to complete the course.

1.5.6 Attendance and Punctuality

Delegates are expected to:

- Arrive on time.
- Attend all scheduled sessions.
- Participate fully in learning activities where reasonably able.
- Inform the instructor if they need to leave the course temporarily.

Late arrival or significant absence may prevent a delegate from successfully completing the course or receiving a certificate of attendance.

1.5.7 Practical Skills Sessions

Many courses include practical demonstrations and simulated clinical scenarios.

Delegates agree to:

- Participate safely and within their personal capabilities.
 - Treat simulation equipment with reasonable care.
 - Use personal protective equipment (PPE) where instructed.
 - Respect the dignity and safety of role players and other participants.
 - Stop immediately if instructed to do so by a member of the instructional team.
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1.5.8 Photography, Recording and Confidentiality

Unless expressly authorised by Vertex Health Advisory Ltd:

- Photography, video recording, audio recording, or live streaming of any course content is prohibited.
 - Course materials may not be copied, reproduced, distributed, or uploaded to any website or social media platform.
 - Delegates must maintain the confidentiality of any patient information, case studies, simulation scenarios, or personal information shared during the course.
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1.5.9 Alcohol, Drugs and Impairment

Delegates must not attend or participate in any course while impaired by:

- Alcohol.
- Illegal drugs.
- Misuse of prescription medication.
- Any other substance that may compromise safety or learning.

Instructors reserve the right to refuse participation where impairment is reasonably suspected.

1.5.10 Mobile Phones and Electronic Devices

Delegates are asked to ensure that mobile phones and electronic devices are placed on silent mode during teaching sessions unless their use forms part of the educational activity or an emergency requires access.

1.5.11 Removal from the Course

Vertex Health Advisory Ltd reserves the right to remove any delegate from a course, without refund, where their behaviour:

- Compromises the safety of themselves or others.
- Disrupts the learning environment.
- Damages equipment or property.
- Breaches these Terms and Conditions.
- Constitutes unacceptable professional conduct.
- Places instructors, venue staff, or other delegates at risk.

Where removal is necessary, any decision made by the lead instructor or authorised representative of Vertex Health Advisory Ltd shall be final.

1.5.12 Responsibility for Personal Property

Delegates are responsible for the security of their own personal belongings during attendance at any course. Vertex Health Advisory Ltd accepts no responsibility for the loss, theft, or damage of personal possessions unless caused by our negligence.

1.6 Limitation of Liability

Vertex Health Advisory Ltd is committed to delivering high-quality, evidence-based Continuing Professional Development (CPD) training. While every reasonable effort is made to ensure the accuracy, relevance, and quality of all course content, no warranty or guarantee is given that participation in any course will result in improved clinical performance, competence, employment opportunities, professional advancement, or specific outcomes.

To the fullest extent permitted by applicable law:

1.6.1 Educational Services

Our courses are provided for educational and professional development purposes only. Participants remain solely responsible for the application of any knowledge, skills, techniques, or information obtained through our training in their own professional practice.

1.6.2 Clinical Decision-Making

Vertex Health Advisory Ltd accepts no responsibility or liability for:

- Clinical decisions made by participants.
- Patient assessments or treatments undertaken following attendance on a course.
- Any acts or omissions arising from the application or interpretation of course content.
- Reliance placed upon course materials without consideration of current evidence, local policies, employer guidance, or professional standards.

Responsibility for safe patient care and professional practice always remains with the individual healthcare professional.

1.6.3 Accuracy of Information

Course materials are developed using recognised guidance and evidence available at the time of publication or delivery. Clinical guidance and legislation may change over time. We

do not guarantee that all materials will remain current indefinitely and recommend that participants consult the latest national guidance, employer policies, and professional standards before applying any information in practice.

1.6.4 Financial Liability

Where liability cannot lawfully be excluded, our total liability arising from any claim relating to a course or service shall, to the fullest extent permitted by law, be limited to the total fees paid by the participant (or the organisation booking on the participant's behalf) for the specific course giving rise to the claim.

1.6.5 Indirect or Consequential Loss

To the fullest extent permitted by law, Vertex Health Advisory Ltd shall not be liable for any indirect or consequential loss, including but not limited to:

- Loss of income or earnings.
 - Loss of business or contracts.
 - Loss of profits.
 - Loss of professional opportunities.
 - Loss of reputation or goodwill.
 - Loss of data.
 - Travel, accommodation, or subsistence expenses arising from course cancellation, postponement, or interruption, except where expressly agreed.
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1.6.6 Third-Party Services

Where courses utilise third-party venues, online learning platforms, payment providers, video conferencing software, or other external services, Vertex Health Advisory Ltd is not responsible for interruptions, failures, security incidents, or losses arising from those third-party services, except where required by law.

1.6.7 Practical Skills Training

Participants acknowledge that practical skills sessions, demonstrations, and simulations involve participation in controlled educational activities. Delegates are responsible for following all safety instructions provided by instructors and must immediately inform the instructor of any injury, illness, medical condition, allergy or circumstance that may affect their safe participation.

1.6.8 Force Majeure

Vertex Health Advisory Ltd shall not be liable for any delay, cancellation, or failure to perform its obligations where such failure results from events beyond our reasonable control, including but not limited to severe weather, flooding, fire, pandemic, epidemic, industrial action, power failures, internet outages, government restrictions, venue closures, supplier failure, utility failure, internet outage, terrorism, civil unrest, acts of God, or other unforeseen events.

1.6.9 No Exclusion Where Unlawful

Nothing in these Terms and Conditions excludes or limits liability for:

- Death or personal injury caused by our negligence.
 - Fraud or fraudulent misrepresentation.
 - Any other liability that cannot be excluded or limited under the laws of England and Wales.
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1.7 Educational Purpose Disclaimer

The training courses and educational materials provided by **Vertex Health Advisory Ltd** are intended solely for Continuing Professional Development (CPD) and educational purposes.

Participation in a course, successful completion of any assessment, or the issue of a certificate does **not**:

- Constitute a professional qualification, licence, registration, or accreditation unless explicitly stated.
- Confer, extend, or alter a participant's clinical scope of practice.
- Certify clinical competence or ongoing proficiency in any skill or procedure.
- Replace employer-led competency assessments, supervision, governance processes, or mandatory training requirements.
- Override local, regional, or national clinical policies, procedures, or legislation.
- Replace independent clinical judgement, decision-making, or professional accountability.

Course content is developed using current evidence, recognised guidance, and accepted best practice available at the time of delivery. However, healthcare guidance, legislation, and clinical evidence evolve over time. While Vertex Health Advisory Ltd endeavours to keep all training materials accurate and up to date, we cannot guarantee that all content will reflect the most recent developments after publication or delivery.

Participants remain professionally responsible for:

- Applying their own clinical judgement in every situation.
- Practising only within their individual competence, qualifications, and authorised scope of practice.
- Complying with the policies, procedures, and governance arrangements of their employer or contracting organisation.
- Following current national guidance, legislation, regulatory standards, and professional codes of conduct applicable to their profession.
- Maintaining their own professional registration, indemnity arrangements, and continuing competence where required.

Vertex Health Advisory Ltd accepts no responsibility for clinical decisions, treatments, interventions, or omissions made by participants before, during, or after attending a course. Responsibility for patient care and clinical decision-making always remains with the individual healthcare professional and, where applicable, their employing organisation.

Practical demonstrations, simulated scenarios, and skills sessions are conducted within a controlled educational environment to facilitate learning and should not be interpreted as authorisation to perform procedures independently in clinical practice. Participants must ensure they have received appropriate workplace training, supervision, and competency sign-off before undertaking any clinical intervention within their professional role.

Where course content references guidance from recognised professional organisations, regulatory bodies, or national frameworks, such references are provided for educational purposes only and should not be interpreted as legal advice or as replacing official publications. Participants are encouraged to consult the latest versions of relevant guidance and local policies when applying knowledge in practice.

Important: Nothing within any course delivered by Vertex Health Advisory Ltd should be interpreted as medical, legal, or employment advice. Delegates remain personally accountable for their professional practice and must always work within their individual competence, registration requirements, employer policies, and applicable laws and professional standards.

1.8 Intellectual Property

Vertex Health Advisory Ltd invests significant time, expertise, and resources in the development of its educational programmes, course materials, training resources, and associated intellectual property. The following provisions protect those rights.

1.8.1 Ownership of Intellectual Property

Unless expressly stated otherwise in writing, all intellectual property rights relating to the services provided by Vertex Health Advisory Ltd remain the exclusive property of Vertex Health Advisory Ltd or its licensors.

This includes, but is not limited to:

- Course presentations and slide decks.
- Training manuals and workbooks.
- Educational handouts.
- Clinical scenarios and simulation materials.
- Case studies.
- Assessment papers and examination materials.
- Online learning modules.
- Video and audio recordings.
- Webinars and digital content.
- Graphics, diagrams, illustrations, and photographs.
- Course designs and educational methodologies.
- Website content.
- Logos, branding, trademarks, business names, and marketing materials.
- Any updates, revisions, adaptations, or future versions of the above.

Nothing contained within these Terms shall transfer ownership of any intellectual property rights to a delegate or booking organisation.

1.8.2 Licence to Use Course Materials

Upon payment of the applicable course fee, delegates are granted a limited, non-exclusive, non-transferable, revocable licence to use the course materials solely for their own personal learning and Continuing Professional Development (CPD).

This licence:

- Does not transfer ownership of any intellectual property.
 - Is limited to the individual delegate.
 - Cannot be sold, assigned, sublicensed, or transferred.
 - Terminates automatically if these Terms are breached.
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1.8.3 Restrictions on Use

Unless prior written permission has been obtained from Vertex Health Advisory Ltd, delegates must not:

- Copy, reproduce, scan, photograph, or duplicate course materials.
- Record, livestream, photograph, or otherwise capture any part of the training.
- Upload materials to websites, cloud storage, learning platforms, or social media.
- Share course materials with colleagues, employers, or third parties.
- Use materials to deliver or develop their own training.
- Modify, adapt, translate, or create derivative works from course content.
- Remove copyright notices or branding.
- Sell, licence, or commercially exploit any materials supplied.

These restrictions apply regardless of whether the materials are provided in printed, electronic, video, audio, or any other format.

1.8.4 Online Learning Content

Access to online learning platforms, digital resources, recorded webinars, or downloadable materials is provided solely for the registered delegate.

Delegates must not:

- Share login credentials.
- Permit others to access their account.
- Download content except where expressly permitted.
- Circumvent security measures or digital rights management systems.
- Copy or redistribute online materials.

Vertex Health Advisory Ltd reserves the right to suspend or terminate access where unauthorised use is suspected.

1.8.5 Recording of Courses

To protect the intellectual property and privacy of instructors and delegates, photography, video recording, audio recording, screen recording, livestreaming, uploading to AI-platforms or broadcasting of any training session is strictly prohibited unless prior written permission has been granted by Vertex Health Advisory Ltd.

Where recording is authorised, such permission shall apply only to the specific recording approved and shall not confer any wider rights.

1.8.6 Copyright Notices

All copyright notices, trademarks, logos, watermarks, confidentiality notices, and proprietary markings appearing on course materials must remain intact.

Delegates shall not remove, obscure, alter, or modify any such notices.

1.8.7 Third-Party Intellectual Property

Certain course materials may contain references to publications, guidance, standards, trademarks, or other intellectual property owned by third parties.

All such intellectual property remains the property of its respective owner and is used solely for educational purposes where permitted by law or licence.

Nothing contained within our courses grants any rights to reproduce or use third-party intellectual property beyond those permitted by applicable law.

1.8.8 Breach of Intellectual Property Rights

Any unauthorised use, copying, distribution, recording, or commercial exploitation of Vertex Health Advisory Ltd's intellectual property may constitute:

- Copyright infringement.
- Trademark infringement.
- Breach of contract.
- Breach of confidence.
- Unlawful commercial use.

Vertex Health Advisory Ltd reserves the right to take appropriate action, including:

- Immediate removal from the course.
 - Withdrawal of access to online learning.
 - Refusal of future bookings.
 - Seeking compensation for financial losses.
 - Applying for injunctive relief through the courts.
 - Commencing legal proceedings where appropriate.
-

1.8.9 Employer and Organisational Use

Where an employer purchases training on behalf of employees, the employer receives no ownership rights in the educational materials unless expressly agreed in writing.

Course materials may not be:

- Added to internal learning management systems.
- Incorporated into organisational training programmes.
- Copied for wider staff use.
- Distributed internally or externally.

Separate licensing arrangements are available upon request.

1.8.10 Feedback and Suggestions

Where delegates voluntarily provide comments, suggestions, evaluations, or feedback regarding our courses or services, Vertex Health Advisory Ltd may use such feedback to improve its educational offerings.

This does not affect the delegate's ownership of any original intellectual property contained within their feedback.

1.8.11 Reservation of Rights

All rights not expressly granted under these Terms and Conditions are reserved by Vertex Health Advisory Ltd.

No provision of these Terms shall be interpreted as granting any licence or permission to use the Company's intellectual property beyond that expressly stated.

1.9 Governing Law

1.9.1 Applicable Law

These Terms and Conditions, together with any booking, agreement, or contract entered into between Vertex Health Advisory Ltd and the Delegate or booking organisation, shall be governed by and construed in accordance with the laws of **England and Wales**.

All rights, obligations, and liabilities arising under or in connection with these Terms shall be interpreted in accordance with the applicable laws of England and Wales, irrespective of where the Delegate is located or where the training is delivered.

1.9.2 Jurisdiction

Subject to any statutory consumer rights, the courts of **England and Wales** shall have exclusive jurisdiction to hear and determine any dispute, claim, or legal proceedings arising out of or relating to:

- These Terms and Conditions.
- Any booking or contract with Vertex Health Advisory Ltd.
- The provision of training or educational services.
- Any associated non-contractual obligations or claims.

Nothing in this clause shall prevent Vertex Health Advisory Ltd from taking legal action in another jurisdiction where this is reasonably necessary to protect its legal rights or enforce a judgment.

1.9.3 Resolution of Disputes

Vertex Health Advisory Ltd is committed to resolving concerns promptly, fairly, and professionally.

Before commencing formal legal proceedings, both parties agree to use reasonable endeavours to resolve any dispute through good-faith discussions and direct communication.

Delegates are encouraged to submit any complaint or dispute in writing to:

info@vertexhealthadvisory.com

Vertex Health Advisory Ltd will acknowledge receipt of the complaint and seek to resolve the matter in accordance with its Complaints Procedure.

Nothing within this clause prevents either party from seeking urgent legal remedies where necessary or affects any statutory rights available under applicable law.

1.9.4 Consumer Rights

Nothing contained within these Terms and Conditions shall exclude, restrict, or limit any statutory rights afforded to consumers under the laws of England and Wales, including rights provided under the **Consumer Rights Act 2015**, the **Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013**, or any other applicable legislation.

Where any provision of these Terms is found to conflict with mandatory legal requirements, that provision shall be interpreted or amended only to the extent necessary to comply with the law, and the remainder of these Terms shall continue in full force and effect.

1.9.5 International Delegates

Vertex Health Advisory Ltd welcomes delegates from outside the United Kingdom. However, unless otherwise agreed in writing, all contracts remain subject to the laws of England and Wales regardless of the Delegate's country of residence or the location from which online training is accessed.

Delegates are responsible for ensuring that participation in our courses complies with any local laws, professional regulations, or licensing requirements applicable within their own jurisdiction.

2. PRIVACY POLICY

2.1 Who We Are

Vertex Health Advisory Ltd ("Vertex Health Advisory", "the Company", "we", "us", or "our") is committed to protecting and respecting your privacy. We recognise the importance of safeguarding personal information and are committed to processing all personal data fairly, lawfully, transparently, and securely in accordance with the **UK General Data Protection Regulation (UK GDPR)**, the **Data Protection Act 2018**, and all other applicable data protection legislation.

For the purposes of data protection law, Vertex Health Advisory Ltd is the **Data Controller** in relation to the personal data collected through our website, booking systems, training courses, online learning platforms, consultancy services, communications, and any other services we provide.

As the Data Controller, we are responsible for determining how and why your personal data is collected, processed, stored, shared, and protected.

Our commitment is to ensure that your personal information is:

- Collected only where there is a lawful basis for doing so.
- Used solely for legitimate business and educational purposes.
- Kept accurate and up to date where reasonably possible.
- Stored securely using appropriate technical and organisational measures.
- Retained only for as long as necessary to fulfil legal, contractual, regulatory, or legitimate business purposes.
- Protected against unauthorised access, disclosure, alteration, loss, or destruction.
- Processed in a manner that respects your legal rights under applicable data protection legislation.

We continually review our information governance practices to ensure that appropriate safeguards remain in place as our business, technology, and legal obligations evolve.

2.1.1 Our Company Details

Company Name: Vertex Health Advisory Ltd

Registered Company Number: 17293196

Registered Office: Suite 8020, 5 Brayford Square, London E1 0SG United Kingdom

Website: www.vertexhealthadvisory.com

General Enquiries: info@vertexhealthadvisory.com

Where legislation requires us to notify you of changes to this Privacy Policy or our processing activities, we will do so through our website or by contacting you using the details you have provided.

2.1.2 Contacting Us About Your Personal Data

If you have any questions regarding this Privacy Policy or how Vertex Health Advisory Ltd processes your personal information, you may contact us using the details below:

Email: info@vertexhealthadvisory.com

We aim to respond to all privacy-related enquiries promptly and, where applicable, within the timescales required under UK data protection legislation.

2.1.3 Information Commissioner's Office (ICO)

Vertex Health Advisory Ltd is registered with the Information Commissioner's Office (ICO) as a data controller under registration number ZC194740. We are committed to processing personal data lawfully, fairly, and transparently in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. We collect, use, store, and protect personal information only where necessary to provide our services, fulfil our legal obligations, and improve the customer experience.

If you are dissatisfied with the way we process your personal information, you have the right to raise your concerns with us in the first instance so that we have the opportunity to investigate and resolve the matter.

You also have the right to lodge a complaint with the Information Commissioner's Office (ICO), the UK's independent authority responsible for upholding information rights and enforcing data protection legislation.

Further information about the ICO, including guidance on your rights and how to submit a complaint, is available on the ICO's official website.

2.1.4 Changes to this Privacy Policy

Vertex Health Advisory Ltd reserves the right to amend this Privacy Policy from time to time to reflect:

- Changes in legislation or regulatory guidance.
- Improvements to our services.
- Changes to our business operations.
- Advances in technology or information security practices.

The most recent version of this Privacy Policy will always be published on our website, together with the date on which it came into effect.

Continued use of our website or services following any updates constitutes acceptance of the revised Privacy Policy where permitted by law.

3. COOKIE POLICY

3.1 Introduction

This Cookie Policy explains how **Vertex Health Advisory Ltd** ("we", "us", or "our") uses cookies and similar technologies when you visit our website at www.vertexhealthadvisory.com or interact with our online services.

Cookies help us provide a secure, reliable, and user-friendly experience while enabling us to understand how visitors use our website and improve the services we offer.

This Cookie Policy should be read alongside our **Privacy Policy**, which explains how we collect, use, store, and protect your personal information.

3.2 What Are Cookies?

Cookies are small text files that are downloaded and stored on your computer, smartphone, tablet, or other device when you visit a website.

Cookies allow a website to recognise your device, remember your preferences, improve website functionality, and collect information about how visitors use the site.

Cookies cannot normally be used to identify you personally without additional information, although some cookies may collect personal data where required to provide certain website functions.

3.3 Why We Use Cookies

Vertex Health Advisory Ltd uses cookies for several purposes, including:

- Ensuring the website functions correctly.
- Improving website performance and reliability.
- Remembering your preferences and settings.
- Maintaining website security.

- Supporting online course bookings.
- Analysing website traffic and visitor behaviour.
- Improving our educational services.
- Measuring the effectiveness of marketing campaigns where applicable.

We do not use cookies to collect unnecessary personal information.

3.4 Types of Cookies We Use

3.4.1 Strictly Necessary Cookies

These cookies are essential for the operation of our website and cannot normally be disabled.

They may be used to:

- Enable secure logins.
- Process course bookings.
- Maintain shopping basket functionality (where applicable).
- Prevent fraudulent activity.
- Maintain website security.
- Enable basic website functionality.

Because these cookies are necessary for the website to operate, your consent is not normally required under UK law.

3.4.2 Performance and Analytics Cookies

These cookies help us understand how visitors interact with our website.

They may collect information such as:

- Pages visited.
- Time spent on the website.
- Navigation paths.
- Device type.
- Browser type.
- Approximate geographical location.
- Website errors.

This information is used solely to improve website performance, user experience, and our educational services.

Where required by law, these cookies will only be activated after you have provided your consent.

Examples may include:

- Google Analytics.
 - Microsoft Clarity.
 - Other website analytics platforms.
-

3.4.3 Functional Cookies

Functional cookies allow the website to remember choices you have made, such as:

- Language preferences.
- Accessibility settings.
- Cookie preferences.
- Login information.
- Previously entered form data.

These cookies help provide a more personalised browsing experience.

3.4.4 Marketing and Advertising Cookies

If implemented in the future, marketing cookies may be used to:

- Measure advertising effectiveness.
- Deliver relevant advertisements.
- Track visits from social media platforms.
- Monitor online marketing campaigns.

These cookies may be placed by Vertex Health Advisory Ltd or carefully selected third-party providers.

Marketing cookies will only be used where you have provided your explicit consent.

3.4.5 Third-Party Cookies

Some areas of our website may use services provided by third parties.

Examples may include:

- YouTube or Vimeo videos.
- Google Maps.
- Microsoft Teams or Zoom integrations.
- Online booking systems.
- Payment providers.
- Social media sharing buttons.

These third parties may place cookies on your device in accordance with their own privacy policies.

Vertex Health Advisory Ltd does not control these third-party cookies and recommends reviewing the privacy policies of the relevant providers.

3.5 Cookie Consent

When you first visit our website, you will be presented with a cookie banner requesting your preferences.

You may choose to:

- Accept all cookies.
- Reject all non-essential cookies.
- Customise your cookie preferences.

Non-essential cookies will not be placed on your device until your consent has been obtained.

You may withdraw or amend your consent at any time using our cookie preference settings.

3.6 Managing Cookies

Most internet browsers allow you to:

- View stored cookies.
- Delete existing cookies.
- Block cookies entirely.
- Restrict cookies from particular websites.
- Configure browser settings to notify you before cookies are stored.

Please note that disabling certain cookies may affect the functionality of our website, including course bookings, user preferences, and other online services.

3.7 Cookie Retention

Different cookies remain on your device for different periods.

Some cookies expire automatically when you close your browser (known as **session cookies**).

Others remain on your device until they expire or are deleted manually (known as **persistent cookies**).

The retention period depends on the purpose of each cookie and the settings applied by the relevant service provider.

3.8 Updates to this Cookie Policy

Vertex Health Advisory Ltd may update this Cookie Policy periodically to reflect:

- Changes in legislation.
- Updates to website functionality.
- New technologies.
- Changes to third-party services.
- Improvements to our privacy practices.

The latest version will always be available on our website.

3.9 Contact Us

If you have any questions regarding this Cookie Policy or our use of cookies, please contact:

Vertex Health Advisory Ltd

Email: info@vertexhealthadvisory.com

Website: www.vertexhealthadvisory.com

4. REFUND & CANCELLATION POLICY

4.1 Purpose

This Refund & Cancellation Policy forms part of the Terms and Conditions of Vertex Health Advisory Ltd and applies to all bookings for Continuing Professional Development (CPD) courses, online learning, face-to-face training, workshops, consultancy services, educational events, and any other services provided by the Company.

The purpose of this policy is to provide a fair, transparent, and consistent approach to cancellations, transfers, refunds, and changes to bookings while enabling Vertex Health Advisory Ltd to effectively plan, resource, and deliver high-quality educational services.

4.2 Delegate Cancellation Requests

Delegates wishing to cancel a booking must notify Vertex Health Advisory Ltd in writing by emailing:

info@vertexhealthadvisory.com

Cancellation requests will only be deemed to have been received when acknowledged by Vertex Health Advisory Ltd.

Telephone cancellations or verbal notifications may not be accepted unless confirmed in writing.

4.3 Refund Eligibility

Refunds shall normally be processed in accordance with the following schedule:

More than 14 calendar days before the course

Where written notice of cancellation is received more than fourteen (14) calendar days before the scheduled course commencement date, delegates may choose either:

- A full refund of the course fees paid; or
 - Transfer to another available course date, subject to availability.
-

14 calendar days or fewer before the course

Where cancellation is received within fourteen (14) calendar days of the scheduled course date:

- Refunds will not normally be available.
- Vertex Health Advisory Ltd may, entirely at its discretion, offer a transfer to a future course.
- Any transfer may be subject to an administration fee where appropriate.

The exercise of discretion in one case does not create an obligation to do so in future cases.

Failure to Attend

Where a delegate:

- Does not attend the course,
- Arrives after the course has commenced and is unable to complete the required learning,
- Leaves before completion,
- Fails to meet attendance requirements,

the booking will normally be treated as a non-attendance.

No refund, transfer, or credit will normally be available.

4.4 Course Transfers

Vertex Health Advisory Ltd recognises that unforeseen circumstances may occasionally require delegates to change course dates.

Transfer requests:

- Must be submitted in writing.
- Are subject to course availability.
- May only be approved before the original course commences.
- May incur a reasonable administration fee.

Unless otherwise agreed, only one transfer will normally be permitted per booking.

Transferred bookings shall normally become non-refundable.

4.5 Delegate Substitutions

Where an organisation has booked training for an employee, another suitable delegate may attend in their place provided:

- Reasonable advance notice is given.
- The substitute meets any published prerequisites.
- All required delegate information is supplied before the course.

Vertex Health Advisory Ltd reserves the right to refuse substitutions where these conditions cannot be met.

4.6 Cancellation by Vertex Health Advisory Ltd

Vertex Health Advisory Ltd reserves the right to cancel, postpone, reschedule, relocate, or alter the delivery method of any course where reasonably necessary.

This may include circumstances such as:

- Instructor illness.
- Venue unavailability.
- Severe weather.
- Public health emergencies.
- Industrial action.
- Equipment failure.
- Insufficient delegate numbers.
- Events outside our reasonable control.
- Any circumstance affecting the safe or effective delivery of training.

Where this occurs, delegates will normally be offered one of the following options:

- Transfer to another course date.
- Transfer to an equivalent course.
- Attendance via an alternative delivery method (where appropriate).
- A full refund of any course fees paid.

4.7 Travel, Accommodation and Other Costs

Delegates remain responsible for arranging:

- Travel.
- Accommodation.
- Parking.
- Subsistence.
- Childcare.
- Time away from work.
- Any other associated expenses.

Except where required by law, Vertex Health Advisory Ltd shall not be liable for:

- Travel costs.
- Accommodation expenses.
- Loss of earnings.
- Loss of business.
- Additional childcare costs.
- Any indirect or consequential financial loss arising from course cancellation or postponement.

Delegates are therefore advised not to make non-refundable travel or accommodation arrangements until reasonably satisfied that the course will proceed as planned.

4.8 Online Learning and Technical Issues

For online training, delegates are responsible for ensuring they have:

- A reliable internet connection.
- Suitable hardware.
- Compatible software.
- A quiet learning environment.
- Any equipment specified within joining instructions.

Technical issues affecting the delegate's own equipment, internet connection, software, or environment will not normally entitle the delegate to a refund.

Where technical issues arise from systems controlled by Vertex Health Advisory Ltd, reasonable efforts will be made to resolve the issue promptly or provide an alternative learning opportunity where appropriate.

4.9 Failure to Meet Course Requirements

Vertex Health Advisory Ltd reserves the right to refuse attendance or withhold certification where a delegate:

- Does not satisfy published entry requirements.
- Fails to complete mandatory pre-course learning.
- Arrives significantly late.
- Misses substantial portions of the course.
- Breaches the Delegate Responsibilities contained within these Terms.
- Behaves in an unsafe, abusive, or disruptive manner.

Where attendance is refused or terminated for these reasons, refunds will not normally be available.

4.10 Exceptional Circumstances

Vertex Health Advisory Ltd understands that exceptional personal circumstances may occasionally arise.

Examples may include:

- Serious illness.
- Hospital admission.
- Bereavement.
- Emergency deployment by emergency services.
- Jury service.

- Other significant unforeseen events.

Requests for refunds or transfers outside the standard policy will be considered on a case-by-case basis.

Supporting evidence may be requested.

Any discretionary decision made by Vertex Health Advisory Ltd shall not establish a precedent or create an ongoing contractual entitlement.

4.11 Consumer Cancellation Rights

Where a booking is made by an individual consumer through distance selling (including online bookings), additional cancellation rights may apply under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Where a delegate requests that an online course, digital content, or other service begins during the statutory cancellation period, they acknowledge that certain cancellation rights may be reduced or lost once the service has commenced, as permitted by applicable law.

Nothing in this policy affects statutory consumer rights that cannot legally be excluded.

4.12 Refund Processing

Where a refund is approved:

- Refunds will normally be issued using the original payment method.
- Refunds will normally be processed within **14 working days** of approval, although actual processing times may vary depending on the payment provider or financial institution.
- Any applicable administration fees may be deducted where permitted under these Terms.

4.13 Administration Fees

Where permitted under these Terms and Conditions, Vertex Health Advisory Ltd reserves the right to apply a reasonable administration fee for:

- Course transfers.
- Amendments to bookings.
- Reissuing certificates due to delegate error.
- Duplicate invoices or documentation where additional administrative work is required.

Any applicable fee will be communicated before being charged.

4.14 Contacting Us

Any request relating to cancellations, transfers, refunds, or amendments should be submitted in writing to:

Vertex Health Advisory Ltd

Email: info@vertexhealthadvisory.com

Please include:

- Delegate name.
 - Course title.
 - Course date.
 - Booking reference (if available).
 - Details of the request.
-

5. CLINICAL GOVERNANCE FRAMEWORK

5.1 Commitment to Clinical Governance

Vertex Health Advisory Ltd is committed to delivering high-quality Continuing Professional Development (CPD) education through a robust system of clinical governance that promotes patient safety, professional accountability, educational excellence, and continuous quality improvement.

We recognise that effective clinical governance underpins safe clinical practice and therefore seek to ensure that all educational activities are designed, delivered, reviewed, and continually improved using recognised principles of evidence-based practice and quality assurance.

Our aim is to provide delegates with educational opportunities that support lifelong learning while encouraging safe, ethical, and professional clinical practice.

5.2 Scope of Clinical Governance

The Clinical Governance Framework applies to all educational activities delivered by Vertex Health Advisory Ltd, including but not limited to:

- Face-to-face CPD courses.
 - Live online training.
 - Self-directed digital learning.
 - Clinical skills workshops.
 - Simulation-based education.
 - Consultancy services.
 - Educational resources.
 - Practical assessments.
 - Clinical demonstrations.
 - Bespoke organisational training.
-

5.3 Educational Philosophy

Vertex Health Advisory Ltd believes that effective education should:

- Be evidence-based.
- Promote critical thinking.
- Encourage reflective practice.
- Support clinical decision-making.
- Improve patient safety.
- Enhance professional confidence.
- Encourage lifelong learning.
- Respect professional accountability.

Training is intended to support—not replace—clinical experience, workplace supervision, employer governance, or professional judgement.

5.4 Evidence-Based Practice

Course content is developed using the best available evidence at the time of publication.

Educational material may be informed by:

- National clinical guidelines.
- Peer-reviewed medical literature.
- Recognised educational frameworks.
- Professional body recommendations.
- Current legislation.
- National best practice.

Where guidance changes after publication, Vertex Health Advisory Ltd will use reasonable endeavours to review and update course content within appropriate review cycles.

5.5 Professional Standards

Vertex Health Advisory Ltd is committed to maintaining the highest professional standards.

Where appropriate, our educational content is developed with consideration to nationally recognised standards, professional guidance, and accepted clinical best practice.

Delegates remain responsible for ensuring their own practice complies with:

- Professional registration requirements.
 - Employer policies.
 - Local clinical governance procedures.
 - National legislation.
 - Current clinical guidance.
-

5.6 Clinical Responsibility

Attendance at any course does not transfer clinical responsibility to Vertex Health Advisory Ltd.

Delegates remain individually accountable for:

- Clinical judgement.
- Patient assessment.
- Treatment decisions.
- Escalation of care.
- Scope of practice.
- Professional accountability.

Employers remain responsible for:

- Competency assessment.
 - Clinical supervision.
 - Authorisation of practice.
 - Local governance arrangements.
-

5.7 Instructor Competence

Vertex Health Advisory Ltd aims to ensure that instructors delivering educational activities:

- Hold appropriate professional qualifications.
- Maintain relevant clinical competence.
- Undertake continuing professional development.
- Possess experience appropriate to the subjects delivered.

- Deliver education within their own professional competence.

Where specialist expertise is required, appropriately qualified guest faculty or subject matter experts may be utilised.

5.8 Educational Quality Assurance

To maintain educational excellence, Vertex Health Advisory Ltd may implement quality assurance measures including:

- Routine course evaluations.
- Delegate feedback.
- Instructor peer review.
- Internal quality audits.
- Regular review of course materials.
- Educational outcome monitoring.
- Version control of learning resources.
- Continuous improvement processes.

Constructive feedback is welcomed and used to improve future educational delivery.

5.9 Course Review and Updating

Educational content will be reviewed periodically and may be updated where necessary to reflect:

- New evidence.
- Updated legislation.
- Changes in national guidance.
- Advances in clinical practice.
- Educational developments.
- Feedback from delegates and stakeholders.

Vertex Health Advisory Ltd reserves the right to amend course content without prior notice where this improves educational quality or reflects changes in professional standards.

5.10 Simulation and Practical Skills

Many courses involve practical demonstrations and simulated clinical scenarios.

Delegates acknowledge that:

- Simulation provides an educational environment only.
- Simulated scenarios cannot replicate every aspect of real patient care.
- Practical exercises are designed for learning rather than assessment of professional competence unless explicitly stated.
- Safe participation is required at all times.

Delegates must follow instructor guidance throughout all practical activities.

5.11 Risk Management

Vertex Health Advisory Ltd is committed to identifying, assessing, and managing risks associated with educational delivery.

Where appropriate, this includes:

- Venue risk assessments.
 - Equipment inspection.
 - Infection prevention measures.
 - Manual handling considerations.
 - Emergency procedures.
 - Delegate safety briefings.
 - Incident reporting.
 - Business continuity planning.
-

5.12 Incident Reporting

Any incident, accident, injury, near miss, safeguarding concern, or significant event occurring during the delivery of training should be reported immediately to an instructor.

Vertex Health Advisory Ltd may investigate incidents for the purposes of:

- Improving safety.
 - Identifying lessons learned.
 - Preventing recurrence.
 - Supporting quality improvement.
-

5.13 Equality, Diversity and Inclusion

Vertex Health Advisory Ltd is committed to providing an inclusive learning environment where all delegates are treated fairly, professionally, and with respect.

We strive to ensure that educational opportunities are accessible and free from discrimination in accordance with the **Equality Act 2010**.

Reasonable adjustments will be considered wherever reasonably practicable.

5.14 Confidentiality

Clinical discussions, case studies, simulation scenarios, and educational conversations may involve sensitive or confidential information.

Delegates are expected to:

- Maintain patient confidentiality.
 - Avoid sharing identifiable information.
 - Respect the privacy of fellow delegates.
 - Comply with applicable data protection legislation.
 - Follow professional confidentiality obligations.
-

5.15 Continuous Improvement

Vertex Health Advisory Ltd is committed to continual improvement through:

- Reflection.
 - Quality assurance.
 - Clinical audit where appropriate.
 - Educational evaluation.
 - Stakeholder engagement.
 - Professional development.
 - Review of complaints and compliments.
 - Evidence-based innovation.
-

5.16 Limitations of Training

Training provided by Vertex Health Advisory Ltd:

- Supports Continuing Professional Development.
- Does not constitute professional registration.
- Does not certify clinical competence unless expressly stated.
- Does not alter professional scope of practice.
- Does not replace employer competency frameworks.

- Does not replace statutory or mandatory training requirements unless explicitly agreed by the employing organisation.
-

5.17 Governance Contact

Questions relating to clinical governance, educational quality, or patient safety associated with our training may be directed to:

Vertex Health Advisory Ltd

Email: info@vertexhealthadvisory.com

6. INTELLECTUAL PROPERTY POLICY

6.1 Policy Statement

Vertex Health Advisory Ltd recognises that its educational content, teaching resources, branding, and digital assets are valuable business assets and intellectual property.

This policy sets out how Vertex Health Advisory Ltd protects, manages, licenses, and enforces its intellectual property rights while enabling delegates to benefit from high-quality educational resources for their own Continuing Professional Development (CPD).

All delegates, clients, organisations, instructors, contractors, and third parties accessing our services are expected to comply with this policy.

6.2 Purpose

The objectives of this policy are to:

- Protect the intellectual property owned by Vertex Health Advisory Ltd.
 - Prevent unauthorised copying or distribution of educational materials.
 - Safeguard the originality and quality of our educational resources.
 - Promote lawful use of copyrighted materials.
 - Support innovation and continual development of educational programmes.
 - Protect our reputation, branding, and commercial interests.
-

6.3 Scope

This policy applies to all educational products and services provided by Vertex Health Advisory Ltd, including:

- Face-to-face training courses.
 - Online learning programmes.
 - Live webinars.
 - Consultancy services.
 - Simulation training.
 - Course manuals.
 - Workbooks.
 - Presentation slides.
 - Assessment materials.
 - Clinical scenarios.
 - Videos and recordings.
 - Website content.
 - Digital downloads.
 - Branding and logos.
 - Marketing materials.
 - Educational methodologies.
 - Future educational resources developed by the Company.
-

6.4 Ownership of Intellectual Property

Unless expressly agreed in writing, all intellectual property created, developed, commissioned, or owned by Vertex Health Advisory Ltd remains the exclusive property of Vertex Health Advisory Ltd.

This includes all copyright, trademarks, design rights, database rights, trade secrets, know-how, educational methodologies, and any other proprietary rights recognised under applicable law.

Nothing in this policy transfers ownership of any intellectual property to delegates, employers, or third parties.

6.5 Copyright Protection

All educational materials produced by Vertex Health Advisory Ltd are protected by copyright legislation.

Copyright protection applies automatically upon creation and includes both printed and digital materials.

Delegates may use these materials solely for their own personal study and professional development.

No additional rights are granted unless expressly authorised in writing.

6.6 Trade Marks and Branding

The names **Vertex Health Advisory Ltd**, **Vertex Health Advisory**, **VHA Education**, **VHA**, company logos, branding, graphics, slogans, course names (where protected), and associated visual identities are valuable commercial assets.

They must not be:

- Copied.
- Modified.
- Used in advertising.
- Used to promote other services.
- Incorporated into other publications.
- Used in a manner suggesting endorsement or partnership.

Without prior written permission from Vertex Health Advisory Ltd.

Where trademarks are formally registered, all rights are reserved.

6.7 Delegate Licence

Upon payment of the applicable course fee, delegates receive a limited licence permitting them to:

- Attend the course.
- Access authorised educational resources.
- Retain course materials for their own learning.
- Use the information gained to support their professional development.

This licence:

- Is personal.
 - Cannot be transferred.
 - Does not permit commercial use.
 - May be withdrawn where these Terms are breached.
-

6.8 Prohibited Activities

Unless authorised in writing, delegates and organisations must not:

- Copy course manuals.
- Photograph presentation slides.
- Record lectures.
- Audio record instructors.
- Screen record online courses.
- Upload materials to cloud storage.
- Share materials with colleagues.
- Sell or distribute educational resources.
- Create derivative works.
- Translate materials for redistribution.
- Incorporate materials into internal training programmes.
- Use AI tools to reproduce, summarise, or generate derivative educational resources from our proprietary materials for redistribution or commercial purposes.
- Remove copyright notices.
- Remove branding.
- Claim ownership of our educational materials.

These restrictions apply whether materials are provided electronically, in print, verbally, or through any other medium.

6.9 Digital Learning Resources

Where access is provided to an online learning platform:

Delegates must:

- Keep login credentials secure.
- Not share accounts.
- Not permit others to access their learning account.
- Not attempt to bypass security controls.
- Not download materials except where expressly permitted.

Vertex Health Advisory Ltd reserves the right to suspend or terminate access where misuse is identified.

6.10 Recording and Photography

To protect intellectual property and the privacy of delegates and instructors:

Photography, video recording, livestreaming, screen recording, uploading to AI-platforms or audio recording of any training session is prohibited unless prior written consent has been obtained from Vertex Health Advisory Ltd.

Where recording permission is granted, it shall apply only to the specific circumstances authorised.

6.11 Organisational Clients

Where training is purchased by an employer or organisation:

The purchase of training does not include ownership of educational materials.

Employers may not:

- Upload materials to internal learning systems.
- Copy manuals for employees.
- Deliver future training using our materials.
- Modify our educational content.
- Reproduce assessments.
- Redistribute digital resources.

Separate licensing agreements are available where broader usage rights are required.

6.12 Third-Party Intellectual Property

Our courses may include references to:

- National guidance.
- Published research.
- Medical literature.
- Clinical frameworks.
- Images.
- Logos.
- Trademarks.
- Educational publications.

Ownership of such material remains with the respective copyright holder.

Its inclusion within our courses does not transfer any rights to delegates.

6.13 Reporting Intellectual Property Concerns

If a delegate or third party believes that:

- Our intellectual property has been misused;

- Their own intellectual property has been infringed; or
- They become aware of unauthorised copying or distribution of Vertex Health Advisory Ltd materials,

they should notify us promptly at:

Email: info@vertexhealthadvisory.com

All reports will be investigated appropriately.

6.14 Enforcement

Vertex Health Advisory Ltd reserves the right to take appropriate action where intellectual property rights are infringed.

This may include:

- Withdrawal of course access.
 - Cancellation of future bookings.
 - Removal from online learning platforms.
 - Suspension of organisational accounts.
 - Requests to remove infringing material.
 - Claims for financial losses.
 - Applications for court injunctions.
 - Commencement of civil legal proceedings.
 - Reporting criminal offences to the relevant authorities where applicable.
-

6.15 Review of this Policy

This Intellectual Property Policy will be reviewed periodically to ensure it remains:

- Legally compliant.
- Appropriate for our services.
- Reflective of technological developments.
- Consistent with educational best practice.

The latest version will be published on our website.

6.16 Contact Information

Questions relating to this policy or requests for permission to reproduce any educational material should be directed to:

Vertex Health Advisory Ltd
Email: info@vertexhealthadvisory.com

7. CODE OF CONDUCT (DELEGATES)

7.1 Policy Statement

Vertex Health Advisory Ltd is committed to providing a safe, inclusive, professional, and respectful learning environment for all delegates, instructors, staff, and visitors.

This Code of Conduct outlines the standards of behaviour expected of all delegates attending courses delivered by Vertex Health Advisory Ltd, whether in person, online, or through any other learning platform.

Compliance with this Code of Conduct helps to ensure that every delegate can participate in a positive learning experience that supports professional development, patient safety, and mutual respect.

Failure to comply with this Code of Conduct may result in disciplinary action, including removal from a course without refund, withholding of certification, or refusal of future bookings.

7.2 Scope

This Code of Conduct applies to:

- Face-to-face courses.
- Online courses.
- Live webinars.
- Simulation training.
- Practical skills sessions.
- Workshops.
- Conferences.
- Consultancy sessions.
- Any event organised or delivered by Vertex Health Advisory Ltd.

The Code applies from the time a delegate arrives at the venue or joins an online session until the completion of the event.

7.3 Professional Behaviour

Delegates are expected to conduct themselves professionally at all times.

Delegates shall:

- Treat instructors, staff, fellow delegates, venue personnel, and members of the public with courtesy, dignity, and respect.
- Behave honestly and with integrity.
- Contribute positively to the learning environment.
- Respect differing opinions and professional experiences.
- Avoid behaviour that could bring Vertex Health Advisory Ltd into disrepute.

Professional conduct should reflect the standards expected within the healthcare profession.

7.4 Respect and Inclusion

Vertex Health Advisory Ltd is committed to creating an environment where everyone feels welcome and respected.

Delegates must not engage in:

- Harassment.
- Bullying.
- Victimisation.
- Intimidation.
- Discrimination.
- Offensive or abusive language.
- Sexual harassment.
- Unwanted physical contact.
- Behaviour that creates a hostile or intimidating learning environment.

Respect must be shown regardless of:

- Age.
- Disability.
- Sex.
- Gender reassignment.
- Marriage or civil partnership.
- Pregnancy or maternity.
- Race.
- Religion or belief.
- Sexual orientation.
- Professional background.
- Level of experience.

Any behaviour that breaches the **Equality Act 2010** or undermines the dignity of others may result in immediate removal from the course.

7.5 Clinical Professionalism

Delegates remain professionally accountable for their own actions throughout the course.

Delegates should:

- Practise within their professional scope of practice.
- Apply independent clinical judgement.
- Respect patient dignity.
- Maintain confidentiality.
- Engage in discussion constructively.
- Challenge unsafe practice appropriately and respectfully.

Attendance at a course does not alter professional accountability.

7.6 Participation

Delegates are expected to participate actively in learning activities where reasonably able.

This includes:

- Arriving punctually.
- Remaining engaged throughout the course.
- Participating in discussions.
- Completing practical exercises where appropriate.
- Completing assessments where required.

Delegates who are unable to participate fully should notify the instructor at the earliest opportunity.

7.7 Practical Skills Sessions

Where courses involve practical activities, delegates must:

- Follow all instructor guidance.
- Participate safely.
- Respect personal boundaries.
- Obtain consent before physical demonstrations involving another delegate.
- Use equipment correctly.

- Wear any required personal protective equipment.
- Stop immediately if instructed.

Any activity likely to compromise safety will not be permitted.

7.8 Health and Safety

Delegates share responsibility for maintaining a safe learning environment.

Delegates must:

- Follow venue health and safety procedures.
- Report hazards promptly.
- Report accidents or injuries immediately.
- Use equipment responsibly.
- Follow emergency evacuation instructions.
- Cooperate with instructors during emergencies.

Unsafe behaviour may result in removal from practical activities.

7.9 Alcohol, Drugs and Impairment

Delegates must not attend or participate whilst impaired through:

- Alcohol.
- Illegal drugs.
- Misuse of prescription medication.
- Any substance affecting judgement or performance.

Where an instructor reasonably believes a delegate is impaired, participation may be refused without refund.

7.10 Confidentiality

Clinical discussions frequently involve sensitive subject matter.

Delegates must:

- Protect patient confidentiality.
- Avoid sharing identifiable patient information.
- Respect confidential case discussions.
- Respect the privacy of fellow delegates.

- Comply with applicable data protection legislation.

Real patient information should only be discussed where appropriate anonymisation has been applied.

7.11 Mobile Phones and Electronic Devices

Mobile phones should be switched to silent mode during teaching sessions unless their use forms part of the learning activity or an emergency requires access.

Delegates should avoid unnecessary interruptions that distract instructors or fellow participants.

7.12 Photography and Recording

Photography, audio recording, video recording, livestreaming, or screen recording is prohibited unless expressly authorised by Vertex Health Advisory Ltd.

This restriction protects:

- Delegate privacy.
 - Instructor privacy.
 - Patient confidentiality.
 - Intellectual property.
 - Educational quality.
-

7.13 Social Media

Delegates are encouraged to use social media responsibly.

Delegates must not:

- Publish confidential information.
- Share copyrighted course materials.
- Record or stream teaching sessions.
- Misrepresent Vertex Health Advisory Ltd.
- Publish defamatory, abusive, or misleading content relating to instructors or other delegates.

Professional standards expected within healthcare also apply to online conduct.

7.14 Respect for Property

Delegates must treat all:

- Training equipment.
- Simulation equipment.
- Venue facilities.
- Furniture.
- Technology.
- Educational resources.

with reasonable care.

Any accidental damage should be reported immediately.

Deliberate or reckless damage may result in recovery of repair or replacement costs.

7.15 Equality, Diversity and Inclusion

Vertex Health Advisory Ltd promotes an inclusive learning environment where diversity is valued.

Discrimination, prejudice, or exclusion of others is incompatible with our values and will not be tolerated.

Reasonable adjustments will be considered wherever practicable to support delegates with disabilities or additional needs.

7.16 Online Learning Standards

Delegates attending online courses should:

- Join from a suitable environment.
- Minimise background noise.
- Use respectful communication.
- Avoid inappropriate usernames or profile images.
- Keep login credentials confidential.
- Follow instructor guidance throughout the session.

The same standards of behaviour apply online as they do in face-to-face learning.

7.17 Breaches of this Code

Where a delegate breaches this Code of Conduct, Vertex Health Advisory Ltd may take appropriate action, including:

- Verbal warning.
- Formal warning.
- Removal from practical activities.
- Removal from the course.
- Refusal to issue certification.
- Cancellation of future bookings.
- Notification to the employing organisation where appropriate and lawful.
- Reporting matters to relevant authorities where required by law.

The action taken will be proportionate to the seriousness of the breach.

7.18 Appeals

Delegates who believe that action taken under this Code was unfair may submit a written appeal to:

Vertex Health Advisory Ltd
Email: info@vertexhealthadvisory.com

Appeals should normally be submitted within **14 calendar days** of the decision and should clearly explain the grounds for the appeal.

Vertex Health Advisory Ltd will review the appeal impartially and communicate its decision in writing. The outcome of the appeal will be final.

7.19 Acknowledgement

By attending a course delivered by Vertex Health Advisory Ltd, delegates acknowledge that they have read, understood, and agree to comply with this Code of Conduct.

Failure to comply may affect participation, certification, and eligibility to attend future courses.

8. CERTIFICATE DISCLAIMER

8.1 Issuance of Certificates

Upon successful completion of a course, assessment, or learning module delivered by the Company, a certificate of completion may be issued to the delegate. Certificates are provided as evidence of participation and/or achievement of learning outcomes as defined within the specific course description.

Certificates may be issued in electronic format (PDF) unless otherwise stated.

8.2 No Guarantee of Professional Accreditation

Unless explicitly stated on the course page or promotional material, completion of a course does not guarantee:

- Accreditation by any professional or regulatory body (including but not limited to the Health and Care Professions Council (HCPC), Nursing and Midwifery Council (NMC), General Medical Council (GMC), or Resuscitation Council UK)
- Automatic recognition of the certificate for mandatory training requirements within NHS Trusts or other employers
- Eligibility for professional revalidation or portfolio credit unless independently verified by the relevant governing body

Where a course is accredited or endorsed by a third party, this will be clearly stated in advance.

8.3 Delegate Responsibility for Recognition

It is the sole responsibility of the delegate to confirm whether the certificate meets the requirements of their employer, regulator, or professional body.

The Company accepts no liability for any decision made by an employer, regulator, or professional organisation regarding the acceptance or rejection of a certificate.

8.4 Assessment Standards and Verification

Where certification is dependent upon completion of assessments:

- Delegates must meet the minimum pass criteria as outlined within the course structure
- The Company reserves the right to withhold certification where assessment requirements have not been satisfactorily met

- Certificates may be subject to verification processes, including identity or attendance confirmation where appropriate

Any suspected academic misconduct, including but not limited to impersonation or falsification of participation, may result in withdrawal of certification.

8.5 Certificate Validity

Certificates issued by the Company:

- Do not imply perpetual validity unless explicitly stated
- May include recommended review or renewal periods for clinical competency-based courses
- Are valid only as evidence of completion of the specified course at the time of delivery

The Company does not guarantee that certificate validity will remain aligned with future clinical guidelines, legislation, or best practice updates.

8.6 Re-issuance and Replacement

The Company may, at its discretion:

- Reissue certificates in cases of verified administrative error
 - Charge an administrative fee for replacement certificates
 - Decline requests where records cannot be reasonably verified or retained
-

8.7 Limitation of Liability

To the fullest extent permitted by law, the Company shall not be liable for any direct or indirect loss, damages, or consequences arising from:

- Reliance on a certificate as sole evidence of competency
 - Failure of a third party to accept or recognise a certificate
 - Misinterpretation of the scope, accreditation, or validity of a certificate
-

8.8 Amendments to Certification Policy

The Company reserves the right to amend or update this Certificate Disclaimer at any time. Any changes will take effect immediately upon publication on the Company's website.

9. PROFESSIONAL INDEMNITY AND LIMITATION OF LIABILITY

9.1 General Position

The Company will maintain appropriate professional indemnity and public liability insurance cover in respect of its training delivery activities. This insurance is intended to provide protection in relation to the provision of educational services, within the scope of the Company's operations and in accordance with the terms of the relevant policy.

9.2 Scope of Liability

The Company accepts liability only to the extent required by law for:

- Death or personal injury caused by proven negligence of the Company
- Fraud or fraudulent misrepresentation
- Any other liability which cannot be excluded or limited under UK law

All other liability is expressly excluded to the fullest extent permitted by law.

9.3 Educational Nature of Services

All courses, teaching materials, simulations, and clinical discussions provided by the Company are delivered for **educational and professional development purposes only**.

They are not a substitute for:

- Clinical judgement
- Local Trust or organisational policies
- National clinical guidelines (including but not limited to NICE, Resuscitation Council UK, JRCALC, or equivalent bodies)
- Formal medical diagnosis or treatment decisions

Delegates remain fully responsible for applying their own professional judgement in clinical practice.

9.4 Clinical Decision-Making Responsibility

The Company shall not be held liable for any harm, loss, or adverse outcome arising from:

- The use or misuse of information delivered during training
- Clinical decisions made by delegates or third parties following attendance on a course
- Interpretation or application of training content outside of its intended educational context
- Reliance on training content in place of local protocols or escalation pathways

All clinical decisions remain the sole responsibility of the individual practitioner and their employing organisation.

9.5 Limitation of Liability

To the fullest extent permitted by law, the Company excludes liability for:

- Indirect, consequential, or incidental losses
- Loss of earnings, contracts, or professional standing
- Business interruption or operational disruption
- Errors arising from reliance on outdated or superseded training content

Where liability cannot be excluded, it shall be limited to the total amount paid by the delegate or organisation for the relevant course or service.

9.6 Third-Party Venues, Equipment, and Services

Where training is delivered at third-party venues or utilises third-party equipment, the Company accepts no responsibility for:

- Safety, suitability, or compliance of the venue infrastructure
- Malfunction, failure, or misuse of third-party equipment
- Injuries or incidents arising from the premises or facilities not under direct Company control

Responsibility for venue compliance remains with the venue provider unless explicitly contracted otherwise.

9.7 Force Majeure

The Company shall not be liable for any failure or delay in performance of its obligations arising from circumstances beyond its reasonable control, including but not limited to:

- Extreme weather events
- Industrial action
- Pandemics or public health emergencies
- Government restrictions or regulatory changes
- Technical failures, cyber incidents, or infrastructure outages

In such circumstances, the Company reserves the right to reschedule, amend, or cancel training without liability beyond refund or rebooking provisions set out elsewhere in these Terms.

9.8 Delegates' Professional Indemnity

It is the responsibility of each delegate to ensure they hold appropriate **personal or employer-provided professional indemnity cover** relevant to their scope of practice.

The Company does not provide indemnity for delegates' clinical practice, professional conduct, or decisions made in their clinical roles outside of training delivery.

9.9 Acceptance of Risk

By enrolling in or attending any course, delegates acknowledge that:

- Clinical training may involve simulated scenarios and practical skill development
 - Minor physical activity or participation-based learning may be required
 - Participation is undertaken at their own risk, subject to applicable health and safety measures in place
-

9.10 Amendments

The Company reserves the right to update or amend this Professional Indemnity / Liability section at any time. Updates will take effect upon publication on the Company's website unless otherwise stated.

10. COMPLAINTS PROCEDURE

10.1 Commitment to Quality

The Company is committed to delivering high-quality, safe, and evidence-based education. We recognise that on occasion, delegates or stakeholders may wish to raise concerns, and we treat all complaints seriously, fairly, and in a timely manner.

All complaints will be handled in accordance with principles of:

- Transparency
 - Procedural fairness
 - Proportionality
 - Confidentiality where appropriate
 - Continuous quality improvement
-

10.2 What Constitutes a Complaint

A complaint may relate to, but is not limited to:

- Course delivery, teaching quality, or instructor conduct
 - Administrative or booking issues
 - Safety concerns during training delivery
 - Discrimination, inappropriate behaviour, or professionalism concerns
 - Misleading or unclear course information
 - Facilities or equipment used during training
-

10.3 Informal Resolution (First Step)

Where appropriate, delegates are encouraged to raise concerns informally in the first instance:

- Concerns should be raised with the course instructor or training lead at the time of the event, where possible
- The Company will seek to resolve issues promptly and informally where reasonable and appropriate
- Many concerns can be resolved immediately through clarification, correction, or discussion

If informal resolution is not appropriate or not successful, the formal process below should be followed.

10.4 Formal Complaint Submission

Formal complaints must be submitted in writing via email to the Company within 14 days of the course or incident.

The complaint should include:

- Full name and contact details of the complainant
- Course title, date, and location
- Clear description of the concern
- Any relevant evidence (if applicable)
- Desired outcome or resolution (if known)

Anonymous complaints may be considered at the Company's discretion, but may limit the ability to investigate fully.

10.5 Acknowledgement of Complaint

The Company will:

- Aim to acknowledge receipt of the complaint within 5 working days
 - Confirm the complaint reference and next steps
 - Where necessary, request additional information
-

10.6 Investigation Process

The complaint will be reviewed by an appropriate member of the Company's management or governance team who ideally was not directly involved in the issue raised.

The investigation may include:

- Review of course materials, records, and attendance logs
- Statements from instructors or staff
- Review of policies, procedures, and governance documentation
- Review of any relevant communications or evidence

Where necessary, the Company may contact the complainant for clarification.

10.7 Timescales for Response

The Company aims to provide a full written response within 20 working days of receipt of the formal complaint.

If the investigation is expected to take longer, the complainant will be informed of:

- The reason for the delay
 - The revised timeframe for response
-

10.8 Possible Outcomes

Following investigation, outcomes may include (but are not limited to):

- No action required (complaint not upheld)
 - Clarification or explanation provided
 - Apology issued
 - Corrective actions implemented (e.g. policy or training updates)
 - Partial or full refund (where appropriate and at the Company's discretion)
 - Instructor performance review or disciplinary action
 - Changes to course content or delivery processes
-

10.9 Escalation Process

If a complainant is not satisfied with the outcome, they may request a final internal review within 14 days of receiving the outcome.

This review will be conducted by a senior member of the Company ideally not involved in the original decision.

The outcome of the internal review will be considered final.

10.10 External Escalation

Where applicable, complainants may also have the right to escalate concerns to external bodies, such as:

- Professional regulators (e.g. HCPC, NMC, GMC)
- Accrediting organisations (if the course is externally accredited)
- Trading Standards or other relevant authorities

The Company will cooperate fully with any lawful external investigation.

10.11 Record Keeping and Governance

All complaints will be:

- Logged securely in accordance with UK GDPR
 - Reviewed as part of the Company's clinical governance and quality improvement process
 - Retained for a minimum period in line with internal policy and legal requirements
-

10.12 Confidentiality

All complaints will be handled confidentially. Information will only be shared:

- With individuals directly involved in the investigation
 - Where required by law or regulatory obligation
 - Where necessary to ensure safety or safeguarding
-

10.13 Vexatious or Malicious Complaints

The Company reserves the right to refuse to progress complaints deemed to be:

- Vexatious
- Repetitive without new evidence
- Malicious or intended to cause disruption

Such decisions will be made carefully and documented.

10.14 Policy Review

This Complaints Procedure will be reviewed periodically and may be updated to reflect changes in legislation, governance standards, or operational requirements.

11. Artificial Intelligence (AI) and Use of Course Materials

11.1 Permitted Use

Delegates may use artificial intelligence (AI) tools to support their own personal learning and revision, provided such use complies with these Terms and Conditions and does not infringe the Company's intellectual property rights.

11.2 Prohibited Use

Unless the Company has provided prior written permission, delegates must not:

- a) upload, input or reproduce substantial parts of any course materials, presentations, manuals, assessments, videos or other proprietary content into any artificial intelligence platform, large language model or machine learning system;
 - b) use Company materials to train, fine-tune, develop or improve any artificial intelligence model or dataset;
 - c) generate derivative training materials, educational resources or commercial products based wholly or substantially upon the Company's intellectual property;
 - d) distribute, publish, sell, licence or otherwise make available AI-generated content that reproduces or substantially replicates the Company's course materials;
 - e) use artificial intelligence to misrepresent completion of assessments, coursework or competency evaluations where independent completion is required.
-

11.3 Intellectual Property

All intellectual property rights in the Company's educational content remain the exclusive property of the Company. The use of AI technologies does not transfer, assign or otherwise affect those rights.

11.4 Monitoring and Enforcement

Where the Company reasonably believes that course materials have been used in breach of this section, it reserves the right to investigate the matter, withdraw access to learning materials or online platforms, withhold certification where appropriate, cancel future bookings and pursue any legal remedies available to protect its intellectual property.

11.5 Clinical Responsibility

Any information generated by artificial intelligence must not be relied upon as a substitute for the Company's teaching, current clinical guidelines, professional judgement or employer policies. Delegates remain individually responsible for ensuring that any clinical decisions are based upon current evidence, recognised professional guidance and their own scope of practice.

12. VERSION CONTROL

Version	Created / Updated	Author / Reviewer	Review Date
1.0	30th June 2026	Philip Poskitt (Founder & Director)	10th July 2026
1.1	10th July 2026	Philip Poskitt (Founder & Director)	8th July 2027

Company Information

These Terms and Conditions are issued by **Vertex Health Advisory Ltd**, a company registered in England and Wales.

Registered Office: Suite 8020, 5 Brayford Square, London E1 0SG United Kingdom

Email: info@vertexhealthadvisory.com

Website: www.vertexhealthadvisory.com

Company Registration Number: 17293196

ICO Registration: ZC194740

All prices are stated in pounds sterling (GBP). Vertex Health Advisory Ltd is not currently registered for VAT; therefore, no VAT is charged on our goods or services. Should our VAT status change, prices and invoices will be updated accordingly where applicable.