



ABA Terms & Conditions

(ABA) AMERICAN BODYGUARD ACADEMY TERMS AND CONDITIONS

Standard terms and conditions of contract:

The following terms and conditions apply to all orders for the purchase of services from **American Bodyguard Academy LLC. (ABA)**.

If you have any questions relating to these terms and conditions, please contact our **Customer Service Centre by phone (1 800 CPO USA 1)** between **Monday to Friday 9:00 – 17:00, excluding bank and public holidays in USA** or email contact@americanbodyguard.com

We advise you to print off and keep a copy of these terms and conditions for your records. These terms and conditions do not affect your statutory rights.

DEFINITIONS

“Service(s)” means the security services or course(s) offered by American Bodyguard Academy LLC. (Information, Cancellation and Additional Charges) Regulations 2013, included at the back of these Conditions; “Personal data” shall have the meaning set out in the Data Protection Act 1998; “We/us” means American Bodyguard Academy LLC.; “Website” means www.americanbodyguard.com or any subsequent URL which may replace it; and “You” means the purchaser of services from the American Bodyguard Academy LLC.

We reserve the right to cancel or reschedule any of our courses. Where it is necessary to cancel or reschedule any courses, you will be informed at the first available opportunity and participants/delegates will be rescheduled as a priority to the next available course(s). We do not accept any responsibility for certificates expiring as a result of a cancelled course.

PAYMENT

Individual consumers are required to make payment at the time of booking. Initial deposit of 35% is required to initiate registration. Full or remainder payment is required 2 weeks prior to the course start date unless otherwise arranged with our management in writing to contact@americanbodyguard.com We reserve the right to withhold certificates until full payment has been cleared.



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If you are unable to pay through the ABA website with a valid credit card, there is an option to wire/transfer funds. If sending a wire, please email a copy of the wire request to booking@americanbodyguard.com referencing name of participant/delegates and course/location/dates in subject line. Any questions, please contact us contact@americanbodyguard.com

If Pay in Cash option selected for payment method, a credit card will still be needed for verification and to guarantee a spot for participation. Note: Credit card will not be charged if all cancellation and payment methods are met.

TRAVEL/ VISA INVITATION LETTERS

Please check the travel/document requirements with your local embassy of the country you are traveling to before registration booking. If you need ABA to issue a travel visa invitation letter, please contact us contact@americanbodyguard.com. Visa Invitation letter will only be issued after participant has sent to us the Embassy appointment/confirmation letter. Full course payment is due before ABA can issue Embassy Invitation letter (if required/requested). Additionally, all ABA forms must be signed & submitted before travel visa invitation letter. Course fees will be refunded 80% if travel visa is refused. The offer for course will be valid for a year from date the visa invitation letter is issued. Note that we will not assist you in scheduling embassy appointments or guiding you through procedural matters. Our responsibility is strictly limited to issuing the Invitation letter to the embassy.

COMPANY CANCELLATIONS

If you are booking as a company or an individual the deposit is non-refundable. The full course fee will be charged for cancellations made fewer than 10 working days before the course start date (close protection, will be charged at 75% of course fee regardless of point of cancellation). Cancellations must be received by email and/or in writing (contact@americanbodyguard.com). This applies to both scheduled courses and group bookings.

COURSE TIMING AND JOINING INSTRUCTIONS



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Good time keeping throughout the course is essential. We will issue full joining instructions to the participants/delegates attending the course, which includes information regarding the start time of the course. If the booker does not receive the joining instructions, it is their

responsibility to contact us either by phone (1 800 CPOUSA1) or email contact@americanbodyguard.com to arrange for them to be re-sent.

Failure to attend the course due to not receiving joining instructions will result in the full cost of the course being charged. It is the responsibility of the booker to ensure that the delegate is fully briefed and made aware of these instructions and all course requirements before attending the course.

AWARDING BODY COURSES

ABA reserves the right to withdraw you from registration for any awarding body course if you fail to meet the center assessment criteria or if the Internal Quality Assessor (IQA) determines that you do not meet the qualifications necessary to continue with the awarding body qualifications or courses. In such cases, 30% of the course fees will be refunded as future credit with ABA. It is understood that ABA's responsibility ceases upon the provision of training.

ABA will arrange bookings for initial examinations. You are accountable for the fees and scheduling of any resit examinations. Failure to pass the Internal Quality Assessor (IQA) assessment, center assessments, or non-compliance with the instructor and assessor's stipulated timelines will result in your withdrawal from the center and non-registration with awarding bodies.

ATTENDANCE

Participants/Delegates must attend and complete all aspects of the course to qualify for certification. The full cost of the course will be charged for delegate(s) who arrive late or are absent from all or part of the course. This applies even if they are refused admittance due to lateness.



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Participants/delegates should plan to arrive the airport in the state/country wherein the course/training is taking place one a day before the start date for check-in.

Please note that we may change the venue with notification of change via text or email at any point leading up to the course, so we politely request that you monitor and check texts and emails on the morning of the course.

MEETING THE NEEDS OF Participants/DELEGATES

We have an Equal Opportunities Policy. To enable us to ensure that all customers are treated fairly and their requirements are fully met, you must advise us in advance of any special requirements that participant(s)/delegate(s) need in order to enable them to participate fully in the training.

Please note that we do not provide any specialist equipment and/or personnel such as signers or translators; however, these can be sourced at your own cost.

DELEGATE SELECTION

It is the responsibility of the employer to select suitable persons to train to become security operatives in the workplace. It is important that such individuals are:

Physically be able to demonstrate physical activity. The duties of security operatives can be physically demanding. In line with the SIA's requirements, delegates must be free from any condition that will affect their participation in the course and their capability to carry out the duties of a security operative.

LIMITATION OF LIABILITY

Except in respect of death or personal injury caused by our negligence, we shall not be liable by reason of any representation (unless fraudulent) or implied warranty condition or other term, or any duty at common law or under the express terms of this agreement, for any loss



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of profit or any indirect special or consequential loss, costs, expenses or other claims for compensation. Our entire liability to you under or in connection with this agreement and the provision of the security training shall not exceed the sum of twice the contract value. Nothing in this paragraph is intended to exclude any liability on our part for fraud.

DATA PROTECTION ACT 1998

Non-sensitive Personal data collected will be used for the purpose of delegate(s) and course administration and may be disclosed to appropriate bodies/organisations associated with such course. The information may also be used for marketing purposes, and you may be contacted by telephone or e-mail with details of future similar events and courses organised or promoted by us, which may be of interest to you. We will not send marketing communication to any individual or organisations that have requested that their details are not used for such purposes.

We take appropriate physical, electronic and managerial measures to ensure that we keep your information secure, accurate and up to date, and that we only keep it as is reasonable and necessary. If Personal data is disclosed, the Service Provider will ensure the

bodies/organisations to which the personal data is disclosed maintain equivalent measures and processes.

Contact details supplied to us will not be passed on to third parties.

COMPLAINTS

If you have any complaint about this website or any of the services we provide, you should contact our customer service department on the number above and we will try and resolve it as soon as possible.

GOVERNING LAW



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These terms and conditions and all matters connected with any order you place on our website shall be governed by and construed in accordance with the USA California law and you irrevocably submit to the jurisdiction of the courts of the USA

How to find out what personal information we hold about you:
You can request details of the personal information we hold about you under the Data Protection Act 1998.

We may require you to pay an administrative fee of \$10.00 before we satisfy your request.

If you want to have your details removed from our marketing mailing lists, or to change your marketing preferences, please email contact@americanbodyguard.com

ANNEX

ABA SAFETY PISTOL AWARD CERTIFICATION

ABA Safety Pistol award is signed by certified NRA Chief Range Officer and a \$25 fee will apply for issuance upon completion of free online Safety Pistol course.

PARTICIPANT/DELEGATE NAME

Travel Visa invitation letter & awards will be issued to the same name entered during registration (name should match the government issued ID/passport); any spelling correction required will cost an additional \$50 administration fee. Please email contact@americanbodyguard.com for name spelling corrections.

FACE PROTECTION WEAR

Due to Covid 19 ABA can no longer provide complimentary eye & ear protection; therefore, please bring your own or, you can purchase from the Academy tactical shop. Due to Covid 19 you are required to always wear a face mask during the course/training.



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BACKGROUND CHECK

We reserve the right to run our own background check. Based on results, we have the right to refuse any applicant with full refund of deposit. Additional documentations or clarification might be requested for approval of participation.

FITNESS/MEDICAL CONDITIONS

Participants/Delegates require a good level of fitness in order to participate. If you have a medical condition or are on regular medication, please contact us at contact@americanbodyguard.com before registration/ booking.

I _____ fully understand the above and agree to pay for the full cost of the course on day one of the course start date and/or funding or payment schedule is in support to keep to the schedule and pay by the dates provided.

I waive all my rights and agree no matter what conditions to pay for this course at the agreed contracted/agreed appendix on my booking form.

Name of Participant (Full Name): _____

Course/Program: _____

Signature of Participant: _____ Date: _____

Signature of Parent/Guardian: _____ (If Participant Is Under 18)

Date: _____



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