

# TERMS & CONDITIONS

## 1. SERVICE

AACP Ltd will endeavour to provide any course/event as described on the website or any other promotional material.

Please be aware, due to unforeseen circumstances details may need to be altered. However, the overall quality of the course/event will not be affected and we will endeavour to notify you as soon as possible of any changes.

## 2. INFORMATION SERVICES

Diligence and care should be taken when using the information provided. All services are subject to copyright law. We use our reasonable endeavours to ensure all information provided by us is as up to date as possible. However, you should not rely on the information provided as the sole basis for making business, legal or other decisions. You should seek appropriate independent advice before making any such decisions.

The content of all AACP Ltd publications are the opinion of the author.

## 3. COPYRIGHT

The contents of this website all articles and any photographs or other images are, unless otherwise stated, copyright AACP Limited and may not be reproduced without consent save that:

3.1 If you are a member you may print or download to a computer extracts of this site or documents provided through it for personal use to the extent permitted by your membership provided that AACP is acknowledged as the source and the copyright is stated to be (Copyright 2015 AACP Limited All Rights Reserved) and you do not modify the paper or digital copies of any materials you have printed off or downloaded in any way and you do not use any graphics, illustrations or photographs separately from any accompanying text.

3.2 If you are not a member then we may permit you to print or download extracts or documents and if we do so these are for personal use provided that AACP is acknowledged as the source and the copyright is stated to be (Copyright 2015 AACP Limited All Rights Reserved) and you do not modify the paper or digital copies of any materials you have printed off or downloaded in any way and you do not use any graphics, illustrations or photographs separately from any accompanying text.

3.3 These permissions may be revoked or modified at any time by AACP Limited.

3.4 Any rights not expressly granted in these terms and conditions are reserved.

3.5 You may link to our home page provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not however establish a link in such a way to suggest any form of association, membership, approval or endorsement on our part where none exists.

3.6 You must not establish a link from any website that is not owned by you. We reserve the right to withdraw linking permission without notice.

3.7 We do not accept any liability or responsibility for any third party websites that can be accessed through the AACP website nor for any loss or damage that may arise from your use of them. We do not check, endorse or monitor the contents of any such site and any such links are provided for your information only.

#### **4. FORCE MAJEURE**

AACP shall not be liable for any delay or non-performance of its obligations by reason of matters beyond its control including, but not limited to, any act of terrorism, war, riot, civil commotion, compliance with any law or government order, fire, flood or storm, strikes, or any other industrial dispute, delay in transit, power failure, postal delay, or any event that cannot be reasonably be planned for or avoided.

#### **5. PRICE INFORMATION**

Fees displayed on the application section of the website will prevail at all times in relation to orders placed on-line.

Fees displayed on an application form, or quoted by an AACP Ltd representative, will prevail in relation to membership subscriptions placed verbally or by post.

We reserve the right to increase the price of the membership subscription on an annual basis. You will be informed of any fee increase within your renewal letter. If we discover an error in the price of your membership subscription, we will inform you as soon as is reasonably possible.

Fees are for individual membership only.

Fees relating to courses/events do not include travel, accommodation, lunch or refreshments unless otherwise stated.

The full course fee is due at the time of booking.

#### **6. CANCELLATIONS AND REFUNDS**

##### **Membership Subscription**

Your AACP Membership is a rolling agreement which will automatically renew upon the anniversary of your application. You will receive a renewal notice in advance of the anniversary of your application date, informing you of your entitlement to cancel and of any changes to your payment arrangements. Any arrangements made by Direct Debit will automatically continue, unless you notify your bank/building society that you wish to cancel it.

If you wish to cancel your membership, you must inform us of your intention to cancel a minimum of ten working days prior to the anniversary of your application. This notice should be provided directly to us, in writing by letter, or e mail.

No refunds will be provided unless the notice requirements are complied with.

All refunds for AACP membership will be subject to a £10 administration fee. Refunds of part year subscriptions with less than nine months remaining will not be given.

Once renewal of your membership has occurred, it will still be possible to cancel your membership, but we are not obliged to offer a refund, if notice has not been given.

### **Course/events**

In the event of a course/event cancelled by AACP Ltd, a full refund will be offered if a suitable alternative course/event cannot be found.

We aim to give a minimum of 2-3 weeks' notice when cancelling a course/event. AACP Ltd is not liable for any additional expenses you incur through cancelling a course/event e.g. travel expenses and accommodation.

The AACP Ltd will endeavour to accommodate any changes to your needs, however if you need to cancel your course/event reservation after booking you must inform us as soon as possible.

Cancellations made 14 days or more before any chargeable event will be refunded in full subject to a £10 administration fee. Cancellations after that date will be charged in full.

Paid fees for a course/event may be transferred to another similar course/event where possible.

### **Other events**

Members may be invited to events organised by us or our partners, to enable members to gain information and make the best use of networking opportunities.

Cancellations made 14 days or more before any chargeable event will be refunded in full subject to a £10 administration fee. Cancellations after that date will be charged in full.

Refunds requested to be made because of an overpayment for any of our products or services, will be subject to a £10 administration charge.

## **7. CREDIT CARD PAYMENT**

If you are not using your own credit/debit card to pay for the membership subscription, course/event, you must ask the permission of the credit/debit card holder before entering the payment details.

When you offer to subscribe to AACP Ltd either on-line, by post or verbally, you are confirming that you have obtained the express prior permission of the credit/debit card holder.

## **8. DIRECT DEBIT PAYMENTS.**

If you have an annual direct debit agreement then payment for your subscription fee is automatic through your bank or building society, beginning on the payment date shown on your renewal notice. If you are just setting up your first direct debit, then the first annual payment will be taken

from your account on or after the 20th working day of the month after it is returned to us. If the direct debit mandate is provided later than ten working days before the month end, then the payment will not be taken until the following calendar month.

## **9. COOLING OFF PERIOD**

We offer a seven working days' cooling off period for new members, effective from the day your application is accepted. This will allow you to cancel your subscription without any penalty. If you wish to cancel your new member subscription, you must notify us within these seven working days in writing, by letter, or e mail. If a welcome pack has been issued this must be returned to us. The cost of postage and packing applicable to the return of the welcome pack will be at your own expense.

## **10. DATA PROTECTION AND USE OF PERSONAL DATA**

AACP Ltd is the Data Controller and Data Processor of any personal data you supply. The personal data you supply will be used to process your membership subscription. As a member of the AACP your data will be used for marketing, statistical and analytical purposes and to administer your membership. You will receive membership communications and from time to time we will let you know about promotions. If you provide us with your e-mail address, then we may send you information which may be of interest. We shall not disclose any of your personal data to organisations outside the AACP and its related companies, unless it is required from us by Law.

If you wish to obtain a copy of your personal data held by us, then please write to the AACP office in Peterborough. Please note that you may be charged a fee of £10 for this service. You may also be asked to provide proof of your identity and for information that might help to locate the data you are seeking.

If you believe that any of the information we hold concerning you is incorrect or out of date, please provide us with the accurate information at the address

## **11. DATA PROTECTION VIA THE WEBSITE**

We will make every effort to ensure that the information on our website is accurate. However, we cannot guarantee this and accept no liability for any information given via this website.

Even if data encryption is used, the security of information transmitted via the internet cannot be guaranteed. Any losses incurred or sustained by users who transmit information by electronic means shall be borne solely and exclusively by such user and in no event shall any such losses in whole or in part be borne by us.

Please see website terms and conditions.

## **12. ENTIRE AGREEMENT**

These terms and conditions override any contrary terms or conditions published by us in relation to any membership subscription between you and AACP Ltd.

## **13. QUERIES COMMENTS AND COMPLAINTS**

We will respond to any complaint or query received within three working days. This may be an acknowledgement that we have received a complaint whilst further investigations are carried out.

If you have any queries, comments or complaints about your subscription please contact our administration team:

Telephone: 01733 390007 (lines are open Mon-Fri 9am-5pm) (excluding public holidays)

Email: [sec@aacp.uk.com](mailto:sec@aacp.uk.com)

Post: Sefton House, Adam Court, Newark Road, Peterborough PE1 5PP

## **14. THIRD PARTIES**

A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

## **15. LIABILITY**

AACP Ltd has a duty of care to its members, customers and staff, but is only liable up to the cost of your course or membership subscription. We cannot be held responsible for damage and/or loss to your personal possessions. We are also not liable for failure in carrying out the contract if the failure is due to the action of the participant or the action of a third party.

Our liability to you will not extend to any membership related benefits, goods or services provided by an external provider. We specifically exclude liability for any loss or damage suffered by you as a result of your involvement in whatever manner with an external provider.

Our liability to you in the event of magazines being lost in dispatch shall, at our discretion, be limited to replacement of the missing issues.

Every effort is made to ensure the accuracy of 'Acupuncture in Physiotherapy', and any other journals; however, neither we nor the authors can accept liability for errors and omissions within the magazines.

These Terms and Conditions do not and shall not affect your statutory rights as a consumer nor do they limit our liability in negligence for death or personal injury.

We work with a number of other companies and service partners and cannot be held liable for any damages, losses or inconveniences resulting from them. We will always try to make sure these problems are minimal and will deal with any situations as they arise.

## **16. YOUR RESPONSIBILITIES**

You accept that some events have a practical component to them, which is applied inappropriately may involve elements of risk or discomfort. By agreeing to these terms & conditions you take personal responsibility for your own actions.

AACP Ltd holds no responsibility for damage, death or injury caused to you or by you as a result of participation (other than any death or injury arising as a result of AACP's negligence). You must at all times work within your own ability and scope of practice.

AACP Ltd reserves the right to refuse your acceptance on a course/event if we feel it is outside of your scope of practice or level of competency and may put you or other participants at risk of injury or discomfort.

You must be physically able to partake in the event if required and if you do have any injuries, discomfort or prior knowledge relevant to any activities being performed it is your responsibility to make those known to AACP Ltd at the time of booking.

AACP Ltd reserves the right to remove any person from an event if their behaviour is deemed by the tutor to be detrimental to the group, unsafe or adversely affecting the group's enjoyment. We will not be liable for any refund in these circumstances.

When subscribing to AACP membership or taking part in an AACP course/event you agree to abide by and uphold the HCPC 'standards of conduct, performance and ethics'.

## **17. MEDICAL**

It is your responsibility to ensure that you are sufficiently fit and adequately equipped to partake on your chosen event. You must inform us of any medical condition or dietary requirements at the time of booking. If for any reason you are not in a suitable condition to attend or complete an event, or are under the influence of drink or drugs, the facilitator may ask you to leave the course. We will not be liable for any extra expense incurred by this and you will not be able claim a refund.

## **18. COMPLAINTS**

Should you have a problem or complaint on your course/event you must bring it to the attention of the AACP CEO as soon as possible? We will try to rectify the problem. If you feel that the problem was not resolved and resulted in a much-reduced enjoyment of the course/event you must inform us in writing within 28days and we will respond within 28days to resolve the matter to the satisfaction of both parties.