



## **Terms and Conditions**

### **Acupuncture Association of Chartered Physiotherapists Ltd (AACP)**

#### **SERVICE**

AACP 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 of a service 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.

#### **WEBSITE TERMS OF USE AND DISCLAIMER**

Your use of the website is subject to these Terms of Use. By using the website, you will be deemed to have accepted and agreed to be bound by these Terms of Use. We may make changes to these Terms of Use from time to time. We will notify you of such changes by any reasonable means, including by posting the revised version of these Terms of Use on the website. You can determine when we last changed these Terms of Use by referring to the 'Version' statement below. Your use of the website following changes to these Terms of Use will constitute your acceptance of those changes.

You are responsible for all access to the website using your Internet connection, even if the access is by another person.

We reserve the right to restrict your access to the website or part of it. Access to restricted areas of the website is subject to current membership and may be subject at our discretion to other conditions. If we grant you permission to access a restricted area, we may withdraw that permission if you breach any of these Terms of Use or any conditions of access or in the event that your membership expires and is not renewed.

We will use reasonable efforts to ensure that the website is available at all times. However, we cannot guarantee that the website or any individual function or feature of the website will always be available and/or error free. In particular the website may be unavailable during periods when we are implementing upgrades to or carrying out essential maintenance on the website.

The information contained on the AACP website is for general information purposes only. The information is provided by AACP on an 'as is' basis and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose.

Any reliance you place on such information for making business, legal or other decisions, is therefore strictly at your own risk. In no event will we be liable for any loss or damage including without limitation, compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties arising out of, or in connection with, the use of the AACP website. Through the AACP website you can link to other websites which are not under the control of AACP; we have no control over the nature, content and availability of those sites.

The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within the websites so linked. 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. The AACP website's URL is [www.aacp.org.uk](http://www.aacp.org.uk)



Notwithstanding the foregoing, nothing in these Terms of Use is intended to exclude or limit any liability that may not by law be excluded or limited, and in particular none of the exclusions and limitations in this clause are intended to limit any rights you may have as a consumer under local law or other statutory rights which may not be excluded, nor in any way to exclude or limit (site owner) liability to you for death or personal injury resulting from our negligence or that of our employees or agents.

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

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. We do not allow embedding of (part of) our website or deep linking, unless agreed in advance with the AACP Marketing department.

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

## **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 reasonably be planned for or avoided.

## **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 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 email. 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. All membership fees are non-refundable and non-transferable.

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

No place on any course will be reserved unless and until payment is made in cleared funds in full.

## **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 membership subscription arrangements made by Direct Debit will automatically continue without notification of renewal, 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 email.

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.

Fees are for individual membership only. All membership fees are non-refundable and non-transferable.

### **Course/Events**

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

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

AACP 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 result in the loss of the full deposit payment.

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

Any ad hoc changes to course bookings will incur a £30 administration fee.

Where applicable, refunds are normally processed within 30 days to the original payment method.



### **Conversion Course**

All course purchases are final. No refunds will be issued once three (3) months have elapsed from the date of purchase.

Non-completion within this period — including due to personal circumstances, time constraints, or changes in career direction — does not constitute grounds for a refund.

Access to course materials and learning opportunities is deemed delivery of the service. Purchase of the course constitutes full acceptance of these terms.

### **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.

### **CREDIT/DEBIT 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 either on-line, by post or verbally, you are confirming that you have obtained the express prior permission of the credit/debit card holder.

### **DIRECT DEBIT PAYMENTS**

If you have an annual direct debit agreement then payment for your membership fee is automatic through your bank or building society on or around the 20<sup>th</sup> of the month the subscription is due to renew. 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.

### **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.



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

AACP is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using our website or otherwise, then you can be assured that it will only be used in accordance with this paragraph.

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online. We do not use cookies.

AACP is the Data Controller and Data Processor of any personal data you supply. These data will be used to process and administer your membership subscription. As a member of the AACP your data may also be used for marketing, statistical and analytical purposes. You will receive membership communications and from time to time 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.

### **Subject Access Request**

The right of access gives you, the individual, the right to request what personal data the AACP are holding and how it is being processed. If you wish to obtain a copy of your personal data held by us, then please write to

the AACP office in Peterborough in line with the AACP Privacy Policy ([click here](#)) The AACP aim to comply with requests within one month. 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 our office address.

## **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 the 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 also see our Privacy Policy.

## **RECOGNISING AND VALUING DIVERSITY**

AACP has a strong commitment to recognising equality and diversity and individual learning. Our aim is to enable all individuals to achieve to the best of their ability. Admission to a course will be agreed on the basis that an individual is likely to benefit from it and not on irrelevant grounds such as gender, ethnic origin, creed, disability or age.

Should you feel that you have been treated unfairly by anyone connected with the AACP and have not received impartial service your concerns can be addressed by following the guidelines under -3- below.



## **QUERIES, COMMENTS AND COMPLAINTS**

### **Complaints procedure**

AACP is committed to providing a high-quality service. Despite this commitment, sometimes things do go wrong. When this happens, we want to know about it, and to put things right where we can.

We should also like to hear any suggestions you may have about how our services are provided. We can use these to improve the way we work. If you have a suggestion or a complaint, tell us about it, and help us to help you.

### **Making a complaint**

**Step 1:** Contact the person who provided the service. We hope to sort out most problems on the spot with the person concerned. If you do not know to whom you spoke, then please ring the office anyway. We are a small team and usually remember to whom we have spoken recently.

**Step 2:** If you are not satisfied with our initial reply, contact the CEO, who will investigate what has happened.

**Step 3:** If you are still not satisfied with the outcome or feel that it is not appropriate for you to contact the CEO, contact the AACP Chair.

### **Our promise to you:**

We will investigate your complaint thoroughly and fairly.

If we are at fault, we will try to put things right as quickly as possible. If not, we will give you a full explanation.

If we cannot resolve your problem on the spot, we will acknowledge receipt of the complaint within five working days.

The acknowledgement will say who is dealing with the complaint, possibly that further investigations are carried out and when you can expect a reply.

The AACP Chief Executive will deal with any written complaint by contacting as follows:

FAO Chief Executive  
AACP  
Sefton House  
Adam Court  
Newark Road  
Peterborough  
PE1 5PP

If you feel that the problem was not resolved by contacting the Chief Executive, you must inform us in writing within 28 days F.A.O. the Chair at the above address and we will respond within 28 days to resolve the matter to the satisfaction of both parties.

### **Recording and monitoring complaints**

We welcome the opportunity to learn from our mistakes and to improve the services we offer. We will monitor the number and types of complaints, compliments and suggestions received, along with improvements.



### **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.

### **LIABILITY**

AACP has a duty of care to its members, customers and staff, but is only liable up to the cost of any services provided 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 publications; however, neither we nor the authors can accept liability for errors and omissions within them.

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.

### **YOUR RESPONSIBILITIES - Courses and Events**

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

AACP 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 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 at the time of booking.

AACP 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'.

### **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.

### **ENTIRE AGREEMENT**

These terms and conditions override any contrary or deviating terms or conditions published by us in relation to the subject matter of these terms and conditions between you and AACP.

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