

Oxfordshire Association of Care Providers



Course Booking Terms and Conditions and Cancellation Policy

These Terms and Conditions are effective from 1st June 2015.

OACP accepts firm bookings through the OACP website, by email and phone – in making such bookings customers accept this Bookings and Cancellation Policy.

Contacts details for OACP are at the end of this document.

Please note these Terms and Conditions may be subject to change without notice.

In this Policy, OACP means Oxfordshire Association of Care Providers CIC

Booking

- For current course costs and dates, please refer to our website.
- Before booking onto the course, please ensure you have read the course content, to ensure the course will meet your training needs and that you are able to meet pre-requisites, where stated.
- If a course registration/booking form is completed by an individual other than the named candidate, it is the responsibility of the employer to ensure the candidate is suitable for the course and has the relevant experience.
- Upon receipt of your booking form, and subsequent payment your place(s) will be confirmed.
- **Important note:** OACP's acceptance of your booking brings into existence a legally binding contract between us on these terms and conditions. Any term sought to be imposed by you in any purchase order or correspondence will not form part of the contract.

Purchase Orders

- Purchase Orders may be accepted in lieu of payment at time of booking at OACP's sole discretion.
- Acceptance of Purchase Orders is subject to OACP's prior approval for credit terms. Customers must first supply a completed Customer Information Form upon request.
- Purchase Orders shall not be accepted from any customer at any time during which the customer's account is placed on "stop" due to default.

Invoicing and payment

- Course fees are payable upon booking unless a valid, authorised Purchase Order is provided and accepted.

- Invoices will be sent via email to the email address provided on the booking form and must be paid within 30 days of the invoice date or not later than 1 working day prior to the start of the course, whichever date occurs soonest (the “due date”).
- Payment must be made in Pounds Sterling by cheque, credit/ debit card or BACS.
- If any amount properly due to OACP under, or in connection with, these terms and conditions remains outstanding beyond the due date OACP may:
 - a. charge interest on the overdue amount at the rate of 8% per annum above the base rate of Nat West Bank PLC from time to time (which interest will accrue daily until the date of actual payment, be compounded quarterly, and be payable on demand); or,
 - b. claim interest and statutory compensation pursuant to the *Late Payment of Commercial Debts (Interest) Act 1998*.

Course attendance and certification

- Candidates will receive joining instructions via email to the email address provided on the booking form.
- It is the responsibility of the individual completing the course registration/booking form to ensure joining instructions are received by the candidate. Instructions will be sent via email to the email address provided on the booking form.
- If the joining instructions are not received, it is the responsibility of the individual who completed the course registration/booking form to contact OACP to arrange for them to be reissued.
- Failure to attend the course will result in the full cost being incurred.
- OACP will send all correspondence via email to the email address provided on the booking form. If alternative details are received after the booking form has been submitted, they will supersede the original details and all future correspondence will be sent to the new address.
- No certificate(s) shall be issued whilst there is an outstanding balance (including interest on overdue balances and statutory compensation) due to OACP.
- It may be necessary, for reasons beyond the control of OACP, to change the content and timing of the programme, the date, the venue or the tutor.

Cancellations and Amendments

- All requests for cancellations and/ or transfers must be received by email.
- Name substitutions can be made by email at any time before the course date without penalty.
- Changes will become effective on the date of emailed confirmation being received.
- The appropriate cancellation charge will apply based on the cost of your booking, as shown below:

Calendar days' notice before the start date of the course	Cancellation refund applicable
29 calendar days or more	Full refund minus a £29.50 administration fee
Between 15 and 28 calendar days (inclusive)	50% refund minus a £29.50 administration fee
Between 1 and 14 calendar days (inclusive)	No refund will be given
Failure to attend	Treated as late cancellation and no refund given

- In the event that an individual named on the booking form cannot attend, we will accept substitution of another delegate on the condition that emailed notification of the substitution has been received by us prior to the course date and an administration fee of £29.50 plus VAT has been paid.
- In the event of there being insufficient numbers booked onto a course OACP reserves the right to cancel or postpone the course.
- In the event of cancellation of a course by OACP, we will endeavour to inform all participants a week before the course is due to take place, although please be aware that this is not always possible. All course fees paid will be reimbursed in full, or the payment will be transferred in full to another OACP course. OACP shall not accept liability for any consequential loss and shall have no liability to reimburse any other costs that may have been incurred, including transport costs, accommodation etc.

Course Provisions

- Accommodation and travel are the responsibility of the candidate.
- A buffet lunch is provided on all full day courses unless otherwise stated. The cost is included in the price quoted. Any special dietary requirements need to be notified by email to OACP in advance of the course commencing.

Extenuating Circumstances

- If you are unable to attend any course due to extenuating circumstances you must inform OACP by email.
- If you were unable to attend due to illness you must provide evidence in the form of a doctor's note, or provide confirmation of the extenuating circumstance from your Manager.

Force Majeure

- OACP shall not be liable to refund of fees or for any other penalty should courses be cancelled due to war, fire, strike lock-out, industrial action, tempest, accident, civil disturbance or any other cause whatsoever beyond their control.

Data protection notice

- OACP processes and stores personal data in accordance with the requirements of the Data Protection Act 1998. Any personal information supplied will be used primarily in answering enquiries, providing services or fulfilling any contractual obligations. Where necessary, consequent upon the way we organise our business, personal data may also be used for operational and administrative

purposes. Personal data will not be released to non-associated third parties unless there is a legal or regulatory reason to do so, or unless the third party fulfils a service on our behalf. We will not store personal data longer than is reasonably necessary.

- The Data Protection Act 1998 obliges us to lodge a notification with the Information Commissioner describing the purposes for which we process personal information. The details are available from the Commissioners' office or on the Commissioners website. Under the Data Protection Act 1998 you are entitled on payment of a fee to a copy of the information we hold about you.
- OACP does not store debit/ credit card details, nor do we share customer financial details with any third parties.

Intellectual Property Rights – No Duplication or Redistribution

- OACP provides certain services and benefits for registered members and non-members, and derives its revenue from the production and distribution of those services and benefits for the exclusive use of OACP members and non-members. Users of the service acknowledge that the duplication and/ or redistribution of content, information, data, or other intellectual property gained through exclusive access to the service to any other party would be a violation of applicable copyright laws and therefore would cause harm to e-learning service.
- Customers hereby agree that duplication and/ or redistribution of any materials to any member or non-member shall require prior written authorisation from an authorised OACP employee. It is further agreed, that any specific instance in which written authorisation is granted by OACP, does not authorise the customer to duplicate and/ or redistribute any other material than that for which written authorisation was granted.

Entire Agreement

- These terms and conditions, together with the current OACP website prices, course details and OACP contact details, set out the whole of our agreement relating to the supply of the course and associated materials and services to you by OACP. These Terms and Conditions cannot be varied except in writing signed by a Director of OACP on behalf of the OACP Board of Directors. In particular, no terms and conditions incorporated within your purchase order and nothing said by any person on behalf of OACP should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods or services offered for sale by OACP. OACP shall have no liability for any such representation being untrue or misleading.
- OACP reserves the right to make changes to the programme.
- OACP reserves the right to refuse any booking.

Oxfordshire Association of Care Providers CIC

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