

MACP Delegate Terms & Conditions, updated 2023



Musculoskeletal
Association of
Chartered
Physiotherapists

By booking on an MACP course, lecture or conference ("**Course**") you are entering into an agreement with the Musculoskeletal Association of Chartered Physiotherapists, PO Box 4940, Slough, Berks, SL1 0JW ("**MACP**") on the terms and conditions contained in the applicable booking form and as set out below ("**Terms**"). If you have any questions about these Terms please do not hesitate to contact us.

"**Attendee**" means the person named in a booking form whose place on a Course has been confirmed by MACP and whose Registration Fee has been received by MACP and who is therefore entitled to attend the stated Course. "**Registration Fee**" means all monies owing to MACP, the payment of which entitles an individual to attend the relevant Course. "**Substitution**" means any circumstance where an Attendee who has paid in full is unable to attend a Course on which they have been confirmed and arranges for another individual to attend such Course in their place, in agreement with MACP. "**Venue**" means the venue for the Course as indicated on the MACP website or as notified to an Attendee by MACP.

By registering for and/or attending a Course, all Attendees agree to be bound by, and comply with, these Terms. It is the Attendee's responsibility to read and understand these Terms.

Booking

1. The Registration Fee is due at the time of booking. If you are applying for funding the Registration Fee will need to be paid at the time of booking and: (a) should be refunded by your employer or relevant NHS trust; or (b) refunded by MACP once MACP has received the Registration Fee from your employer or NHS trust. All payments must be made in pounds sterling.
2. All orders for a Course shall be deemed to be an offer by the Attendee to purchase the Course pursuant to these Terms and are subject to acceptance by MACP. A binding contract between Attendee and MACP will exist as soon as MACP issues an email confirming the booking to Attendee.

Price and Payment

1. Prices do not include travel to and from the course, accommodation or lunch unless otherwise stated.
2. We ask that payment is made via the MACP website using our Card Solutions provider WorldPay. Please do not email us your debit / credit card details as their security cannot be guaranteed. MACP does not store any payment card details.

Cancellation

1. MACP will try to avoid cancelling a Course, but MACP reserves the right to cancel any Course at any time and for whatever reason on repayment of the lesser of the Registration Fee and the amount actually paid by or on behalf of Attendees to MACP; and this repayment shall be in full and final settlement of any claims against MACP by Attendees relating to a particular Course. For the avoidance of doubt, MACP shall not be liable for any expenses Attendee

incurs as a result of MACP cancelling a Course (including, without limitation, travel expenses and accommodation).

2. In the event of fire, flood or (without limitation) any other causes that are beyond MACP's reasonable control, MACP reserves the right to change the date, the Venue or cancel any Course, without incurring any liability to Attendee.
3. If Attendee is no longer able to attend the Course, we strongly recommend that you find a replacement.
4. If you need to cancel your Course for any reason and cannot find a replacement, Attendee will be charged the following fees. Should an Attendee provide:
 1. more than 6 weeks notice prior to the start date of a particular Course, Attendee will be charged MACP's standard administrative charge of £15;
 2. between 4 and 6 weeks' notice prior to the start date of a particular Course, Attendee will be charged a fee equal to 25% of the Registration Fee;
 3. between 3 and 4 weeks' notice prior to the start date of a particular Course, Attendee will be charged a fee equal to 50% of the Registration Fee;
 4. between 2 and 3 weeks' notice prior to the start date of a particular Course, Attendee will be charged a fee equal to 75% of the Registration Fee; and
 5. less than 2 weeks' notice prior to the start date of a particular Course (or if no notice of cancellation is provided), Attendee will be charged a fee equal to 100% of the Registration Fee.
5. Should an Attendee need to cancel a place on a Course, please notify MACP administrator, in writing at MACP, PO Box 4940, Slough, Berks, SL1 0JW, or via email to admin@macpweb.org. Attendee should keep a record that such notice was sent. The date from which cancellation fees are calculated is the date on which MACP actually receives such request (excluding weekends and bank holidays).
6. Any amount refundable after the cancellation charges outlined above have been deducted will be credited to Attendees credit/debit card used to book the Course.
7. If you would rather keep the course credit and request to use the credit for a later course (either the same or a different course) you may do so as long as a course credit is used within 12 calendar months from the date of the original course.

Courses

1. Courses are subject to availability. In the event that a Course is full, you may place your name on a waiting list by emailing admin@macpweb.org. However, MACP cannot guarantee that any additional spaces will become available.
2. MACP (and any trainers conducting Courses) does not accept any responsibility for errors in the organisation or any errors in or omissions from the content of any Course. No warranty is given that the material covered in any Course is complete or error free.
3. Please be aware that, due to unforeseen circumstances, details about Courses provided on the MACP website (and in any advertising or marketing material) may need to be altered, but

MACP will endeavour to minimise any changes and notify Attendees as soon as practical of any changes.

Partners

1. MACP works with a number of third party companies and service partners (including lecturers) and cannot be held liable for any damages, losses or inconveniences resulting from the acts or omissions of third parties. MACP will try to make sure any problems with such third parties are minimal and will use reasonable endeavours to resolve any situations that may arise.

Limit of Liability

1. Nothing in these Terms shall exclude or in any way limit MACP's or any of its members' liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent the same may not be excluded or limited as a matter of law.
2. Subject to these Terms, MACP's and its members' maximum aggregate liability under or in connection with these Terms, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed the Registration Fee.
3. Subject to these Terms, neither MACP or any of its members shall be liable for any loss of actual or anticipated income or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

Attendees' responsibilities

1. Attendee acknowledges and accepts that some Courses have a practical component to them which, if applied inappropriately may involve elements of risk or discomfort. By agreeing to these Terms Attendee takes personal responsibility for their actions. Attendee must at all times work within their ability and scope of practice. MACP reserves the right to refuse acceptance on a Course if MACP considers it is outside Attendee's scope of practice and may put other attendees at risk or injury or discomfort.
2. It is Attendee's responsibility to ensure they have appropriate professional indemnity insurance to cover their attendance at, and participation in, the Course. MACP reserves the right to refuse entry to a Course if Attendee cannot demonstrate they have appropriate professional insurance.
3. Attendee must be physically able to partake in the Course and if they have any injuries, discomfort or prior knowledge that is relevant to any activities being performed at the Course it is Attendee's responsibility to make those known to MACP.
4. Attendee must tell MACP of any medical conditions or dietary requirements at the time of booking.
5. If for any reason you are not in a suitable condition to attend or complete a Course, or are under the influence of drink or drugs, the facilitator or tutor may ask you to leave the Course. MACP reserves the right to remove any person from a Course if their behaviour is deemed by the tutor to be detrimental to the group, unsafe or adversely affecting the groups' enjoyment. MACP will not be liable for any loss or extra expense incurred by

Attendee due to a facilitator removing Attendee or refusing entry to any Course in such circumstances and Attendee will not be able to claim a refund.

Audio and video recording

1. Audio and video recording of Courses is not permitted without the prior written consent of MACP.

Complaints

1. Should you have a problem or complaint on your Course you must bring it to the attention of MACP staff as soon as possible and we will try to rectify the problem. If you feel that the problem was not resolved satisfactorily you must inform us in writing at MACP, PO Box 4940, Slough, Berks, SL1 0JW, or via email to admin@macpweb.org, within 28 days and we will endeavour to respond within 28 days of receiving your complaint with the aim of resolving the matter to the satisfaction of both parties.

Privacy and Data Protection

1. MACP will use Attendee's personal details for the purpose of administering the Course. We will not pass on your personal details to any third party for marketing purposes.
2. Where you have given your consent MACP may also use the details you give us to contact you for marketing purposes (including by email) in the ways to which you have consented.

General

1. No variation of these Terms shall be effective unless in writing and signed by MACP.
2. Attendees may not assign or transfer their rights under these Terms without the prior written consent of MACP.
3. If any provision (or part thereof) of these Terms is determined to be partially void or unenforceable by any court or body of competent jurisdiction, it will be void or unenforceable to that extent only and the validity and enforceability of any of the other provisions or the remainder of any such provision will not be affected.
4. These Terms and the corresponding booking form constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
5. These Terms shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.