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of Primary Care

Terms and conditions for acceptance of an offer

These Terms apply to the sale of the Diploma in Advanced Primary Care Management (Diploma). Please read these Terms carefully before accepting a place on a Diploma and save a copy for your records. By signing and returning your acceptance form, you are confirming your agreement to be bound by these Terms.

Definitions:

- **“BACS”** means the BACS payment scheme for the clearance and settlement of automated payments in the UK;
- **“NAPC”** means –The National Association of Primary Care, 5th Floor, 20 – 21 Cavendish Square, London, W1G 0RN;
- **“Offer”** means a conditional offer by NAPC for a place for you to study on the Diploma;
- **“Diploma”** means the Diploma to be delivered by NAPC;
- **“Fees”** means the fees payable for the Diploma including any VAT payable;
- **“Prospectus”** means any document that is produced by NAPC to provide detailed information with respect to the Diploma these Terms cover;
- **“Terms”** means these terms and conditions;
- **“You”** means the individual using the delivery platform.

1. Confirmation Procedure

- 1.1 In order to confirm your acceptance of the Offer you must pay in cleared funds to NAPC the deposit Fees due.
- 1.2 The Offer lapses if you do not comply with all the obligations set out in Clause 2.1.
- 1.3 NAPC reserves the right to withdraw at any time the Diploma.

2. Payment Terms

- 2.1 Fees can be paid by the methods set out in your Offer email, or by contacting the NAPC finance department on 020 7636 7228.
- 2.2 The Fees comprise:
 - 2.2.1 A deposit of 10% of the full course paid to NAPC by either cheque or BACS in cleared funds, and;
 - 2.2.2 The balance paid in the same way directly or via a third-party when requested by NAPC around 6 weeks prior to the commencement of the course.
- 2.3 The Fees are non-refundable in all circumstances except if you cancel your purchase of the Diploma in accordance with Clause 5.1 below, in which case your Fees may be refunded in part or in full subject to the Terms.
- 2.4 By paying the deposit and thereby accepting your Offer you agree to pay the full Fees.
- 2.5 In the event a cheque is returned or a credit or debit card transaction declined by your bank, funds will not be deemed to have cleared. NAPC shall not be liable for any bank charges that may apply.
- 2.6 If you are a sponsored or part sponsored student and your employer or other sponsoring party fails to pay the Fees, you will be liable to pay the Fees.
- 2.7 If you register for the Diploma, secure your place but for some reason wish to delay or defer the start of your course then NAPC reserves the right to charge you the current Diploma Fees rather than the one you originally committed to.



3. Cancellation, Deferral and Transfer Terms

3.1 Under the Consumer Protection (Distance Selling) Regulations 2000 (“Distance Selling Regulations”) you may cancel your purchase of a Diploma place within a period of 7 working days beginning on the day after the day on which the contract is concluded with you in accordance with these Terms. For further details of your rights under the Distance Selling Regulations you can visit your local Citizens’ Advice Bureau or visit the Office of Fair Trading website.

3.2 In addition to your rights under the Distance Selling Regulations, NAPC also offers the following flexible, deferral and extended duration policies on the Diploma:

3.2.1 Flexible arrangements

Candidates may apply to sit an individual module in isolation:

- This is subject to availability and course viability and only if the course fee is paid in advance.
- It needs to be requested with your application and individually agreed.
- An individual module Fee is payable.
- The difference between the individual Fee and one-third of the full Fee for any individual modules will be deducted should the student apply the full Diploma.
- The student receives a certificate of participation not credits.

3.2.2 Deferrals

A deferral means ceasing to study your current module with the aim of returning to complete your studies of that module at a later time.

- Such requests need to be individually applied for and individually agreed.
- . If a student ceases their studies completely and would like to restart the diploma from the beginning with a later cohort, they would be liable to repay the full course fees.
- Justified examples may include:
 - Prolonged or serious illness of yourself or close family member i.e. your GP signing you off work
 - A family bereavement
 - Parental leave

For the avoidance of doubt, it does not include for example:

- Heavy workload pressures
- Change in job role
- If a request is agreed, NAPC will agree a revised submission date and contact you directly to confirm your new dates and further details.

3.2.3 Extended duration

Students can request to spread out their study on application, providing they complete three modules within 24 months, for example, a learner could start Module 1 in February, have a break for the June intake and recommence module 2 with the October intake.

- This is subject to availability and course viability and only if the course fee is paid in advance.
- It needs to be requested directly to the NAPC in writing and individually agreed.
- The course modules can be taken in any order but must be completed within the 24-month period.
- If a student does not complete the course within 24 months of starting the course, the student will need to re-register and re-apply for a future intake.
- If a request is agreed, NAPC will agree a revised submission date and contact you directly to confirm your new dates and further details.

3.3 Withdrawals



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Prior to the course commencing or during the course we cannot refund any Fees once the course has begun. In exceptional circumstances and by application and individual agreement, a new student who has applied and been accepted can replace another student who has been registered and subsequently left the programme although they will need to cover the Fees for any catch-up element.

- 3.4 NAPC reserves the right to use its discretion to determine whether to make refunds and/or deferrals in exceptional circumstances which fall outside the clauses in these Terms and to charge additional Fees in any such event.
- 3.5 NAPC reserves the right to cancel the Diploma at any time up to ten working days prior to the commencement of any Diploma programme.
- 3.6 If NAPC decides not to provide the Diploma or makes any significant variation to the Diploma prior to the Diploma commencing, then it will use its reasonable endeavours to notify you in advance and you shall be entitled to withdraw your acceptance by written notice to NAPC within 14 days of being notified of such cancellation or variation. In these circumstances you will be entitled to a refund of the Fees which you have paid to NAPC.

4. NAPC Rules and Regulations

- 4.1 By accepting the Offer you agree that you will abide by all codes, rules and regulations (as amended) of NAPC in existence during the Diploma (see learner handbook).

5. Warranties

- 5.1 NAPC will use its reasonable endeavours to deliver the Diploma in accordance with the description applied to it for the start date in which you begin the Diploma. NAPC shall be entitled to make any variations to the Diploma (including but not limited to, the content and syllabus of the Diploma, tutors, times, dates and days of delivery of the Diploma or the method of delivery of the Diploma).
- 5.2 NAPC expects you to take reasonable care to verify that the Diploma will meet your needs and any specific requirements that you have.
- 5.3 By paying the deposit fee and thereby accepting the offer, you confirm that you have considered:
 - With your employers and family the impact of 500-600 hours of study on your day to day work and personal life.
 - The appropriateness of the online learning platform supported by tutor sessions to meet your learning needs.

6. Limitation of liability

- 6.1 The exclusions and limitations of liability contained in these Terms do not apply to a party's liability: (i) for fraud or wilful default; (ii) for death or personal injury caused by its negligence; or (iii) where such limitation or exclusion cannot lawfully be excluded.
- 6.2 Except as set out in these Terms, NAPC shall not be responsible for losses that result from its failure to comply with these Terms including, but not limited to, losses that fall into the following categories:
 - indirect or consequential losses;
 - loss of income or revenue;
 - loss of business;
 - loss of anticipated savings; or
 - loss or corruption of data.
- 6.3 NAPC cannot accept responsibility for damage to or loss of property howsoever caused.
- 6.4 Save as otherwise set out in this section "Limitation of liability", NAPC's maximum



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aggregate liability to you for any claims that you may have against NAPC for direct loss in contract, tort or otherwise arising out of or in connection with these Terms, the Diploma and any IT technical support shall be limited to the amount of the Fees which have been paid, or are payable, by you or on your behalf.

- 6.5 NAPC will not be held responsible for any delay or failure to comply with its obligations under these Terms if the delay or failure arises from any cause which is beyond NAPC's reasonable control. This condition does not affect your statutory rights.
- 6.6 Each provision in this Clause 6 shall be construed separately as between you and NAPC. If any part is held to be unreasonable, inapplicable, or unenforceable, but would be valid if some part thereof was deleted such provision shall apply but with such modification as may be necessary to make it valid and effective.

7. Disclaimer

- 7.1 The Diploma is for training purposes only. NAPC will not accept any responsibility to any party for the use of the tuition provided for any purpose other than training for educational purposes, including but not limited to the giving of advice by you to any third party.

8. Intellectual Property

- 8.1 At all times, NAPC or its licensors remains the owner of the intellectual property in the Diploma and in any Diploma materials that may be provided to you in the course of the delivery of the Diploma (including but not limited to any content provided electronically). Neither the Diploma nor any Diploma materials, nor any part of them, may be reproduced, stored in a retrieval system or transmitted in any form or any means without the prior written permission of NAPC.
- 8.2 In consideration of receipt by NAPC of the Fees, NAPC grants to you a nonexclusive, non-transferable licence to use the Diploma materials for the sole purpose of studying for the Diploma.
- 8.3 Save as expressly set out in these Terms, you may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any of the Diploma materials.
- 8.4 Use of the Diploma materials not expressly permitted in these Terms is strictly prohibited and will constitute an infringement of either NAPC's copyright or NAPC's other intellectual property rights, and/or the copyright or other intellectual property rights of NAPC's licensors.
- 8.5 All intellectual property rights created by you during your study with NAPC and relating to your studies (including but not limited to exam scripts, assessments and projects completed by you) will be the property of NAPC from creation and you hereby assign any present and future right, title and interest in and to such intellectual property rights to NAPC. At the request and expense of NAPC, you will execute promptly all such documents and do promptly all such things as NAPC may deem necessary or desirable to perfect NAPC's title to such intellectual property rights.

9. Confidentiality

- 9.1 Information regarding your attendance and academic performance on the Diploma will be kept confidential within NAPC, unless you agree otherwise or you take steps to waive its confidential nature, save for information required to be disclosed by law, to a relevant regulatory body, your funding body or professional body for the Diploma.
- 9.2 If you request a reference from NAPC, you agree to waive your right to confidentiality for the purposes of providing the reference and for NAPC to process your personal data for that purpose and disclose it to the third party.
- 9.3 If you agree to be part of promotional material for the Diploma, you agree to waive



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your right to confidentiality.

10. Data Protection

10.1 NAPC will process the information it receives from you or otherwise holds about you in accordance with these Terms and its privacy policy (which is available on the NAPC website at [<http://napc.co.uk/privacy-policy-2/>]). NAPC's use of such information shall include but not be limited to:

- performing its obligations and enforcing its rights under these Terms;
- informing you of feedback and exam results in respect of the Diploma.

10.2 On occasion we may conduct online surveys. This is used to gauge our service, collect demographic information and other information that we may find useful. We may share non-personal, aggregated information with third parties. You agree to NAPC using your information in this manner.

11. General

11.1 NAPC reserves the right to charge late payment interest on any sums that are due and payable by or on behalf of you, at a rate of 8% a year above the base lending rate of Barclays Bank plc from time to time. The interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.

11.2 NAPC reserves the right to recover any reasonable debt collection costs in connection with these Terms.

11.3 NAPC may update or amend these Terms from time to time to comply with law or to meet its changing business requirements without notice to you.

11.4 These Terms supersede any other terms and conditions previously published by us and any other representations or statements made by us to you, whether oral, written or otherwise.

11.5 You may not assign or sub-contract any of your rights or obligations under these Terms to any third party unless we agree in writing.

11.6 NAPC may assign, transfer or sub-contract any of its rights or obligations under these Terms to any third party at its discretion.

11.7 No relaxation or delay by NAPC in exercising any right or remedy under these Terms shall operate as waiver of that right or remedy or shall affect its ability to subsequently exercise that right or remedy. Any waiver must be agreed by NAPC in writing.

11.8 If any provision of this agreement is held to be invalid or unenforceable, then that provision will (so far as it is invalid or unenforceable) be given no effect and will be deemed not to be included in this agreement, but without invalidating any of the remaining provisions of this agreement.

11.9 Any notices required to be served by NAPC under these Terms will be deemed properly served if sent via prepaid postage to the postal address, or emailed to the email address, notified by you to NAPC, at NAPC's discretion.

11.10 Any notices required to be served on NAPC by you will be deemed properly served if sent to the address specified in clause 12.

11.11 A notice delivered personally is deemed to be given on the day on which it was left at the specified address. A notice sent by post is deemed to be given on the day it was posted as evidenced by you. A notice sent by fax or e-mail is deemed to be given on the day it was sent.

11.12 The agreement between you and NAPC will be concluded in English only.

11.13 The agreement between you and NAPC which is comprised in these Terms is not intended to be for the benefit of any third party and shall not be exercised by any other person under the Contract (Rights of Third Parties) Act 1999 or otherwise.



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11.14 These Terms, and any other matters arising out of or in relation to these Terms, are governed by and construed in accordance with the laws of England and Wales. You agree to submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise out of or in connection with these Terms

12. Contact Details

Telephone:02076367228

Email: NAPC@napc.co.uk

Address:
National Association of Primary Care
5th Floor
20-21 Cavendish Square
London
W1G 0RN

I confirm that I have read, understood and hereby accept these Terms and Conditions.

Signed.....

Dated.....