

# New to General Practice Partnership

## Training Terms and Conditions

### 1. Definitions and Interpretation

1.1. In these Terms and Conditions, the following words will have the following meanings:

**Booking:** means a delegate booking for a place on the Programme.

**Delegate:** means any person attending the Programme as a delegate.

**Delegate Booking Form:** means our prescribed online booking form that is to be completed and submitted by those wishing to attend the Programme.

*Delegate Booking Information: means the delegate booking information applicable to the Programme issued by Us from time to time via the Website or via email.*

*Programme Administrator: means the administrator for the Programme whose details are set out in the Delegate Booking Information.*

**Programme:** means the New to General Practice Partnership Training Programme as provided by Us.

**Terms and Conditions:** means these terms and conditions.

**We:** means the collaboration between [McCartney Healthcare Associates Limited (Company Number 09743952), whose registered office is at 30 Hollingworth Court, Turkey Mill, Ashford Road, Maidstone, Kent ME14 5PP; [Tara Humphrey Consulting Ltd, (Company Number 09462224), whose registered office is at 2 The Links, Herne Bay, Kent, England, CT6 7GQ; and [Ockham Healthcare Limited, (Company Number 09513759), whose registered office is at 8 Newmarket Road, Royston SG8 7DY. "Us" and "Our" shall be read accordingly.

**Website:** means our websites

**You:** means the Delegate (and the Delegate's organisation where applicable) or anybody who in Our reasonable opinion is acting with the Delegate's authority or permission, or as the Delegate's representative. "Your" shall be read accordingly.

### 2. Terms and Conditions

2.1. All Bookings are accepted subject to availability and these Terms and Conditions. These Terms and Conditions should be read carefully prior to making a Booking and any queries relating to them should be raised with Us prior to making a Booking, as making the Booking constitutes acceptance by You of these Terms and Conditions.

2.2. If you have any queries relating to these Terms and Conditions please contact [gppartnertraining@outlook.com](mailto:gppartnertraining@outlook.com).

### 3. Online Booking

3.1. Bookings will only be accepted if You use the online Delegate Booking Form provided. You are responsible for the accuracy and completeness of all information which You provide to Us.

3.2. Your Booking will not be confirmed until the Programme Fee has been paid and that payment has been acknowledged by Us. We will use reasonable endeavours to send You a Confirmation of Your Booking by email within 5 working days of receiving payment for the Programme.

#### 4. Fee

4.1. The Programme Fee is £2,500 plus VAT per Delegate.

4.2. If applicable, payment for the Booking may be made by PayPal or by BACs transfer within 14 days of the date of Our invoice.

4.3. All financial transactions will be between the Delegate or the Delegate's organisation where applicable, and McCartney Healthcare Associates Limited. Purchase orders should be made out to McCartney Healthcare Associates Limited, 30 Hollingworth Court, Turkey Mill, Ashford Road, Maidstone, Kent ME14 5PP and sent to McCartney Healthcare Associates Limited on receipt of an invoice.

#### 5. Cancellation by Delegates

5.1. Any cancelled Bookings, to be effective, must be received by Us in writing by email prior to the date of the Programme. Refunds shall only be made to You at Our discretion and, where granted, will be made using the same payment method as was used to purchase the Booking.

5.2. You should refer to the Delegate Booking Information for specific conditions relating to cancellation of Programme.

#### 6. Cancellation or re-scheduling of Programmes

6.1. Where a Programme is cancelled or re-scheduled by Us, we will use Our reasonable endeavours to notify You using the contact details You provided to Us at the time of booking.

6.2. It is Your responsibility to inform Us of any change to the contact address, telephone number or email address You provide to Us at the time of booking. We and the Venue reserve the right to reschedule any Programme without notice and without any liability whatsoever.

#### 7. Resale of Booking

7.1. You may not re-sell a Booking without Our prior written consent.

#### 8. Substitute Delegates

8.1. You may substitute another person from Your organisation without charge provided that You notify the Programme Administrator by email or telephone of the name of Your replacement within 14 days of commencement of the Programme.

8.2. No substitution will be accepted after the Programme has commenced.

#### 9. Data Protection

9.1. Your information will be held by Us. For the purposes of the Data Protection Act, We are the data controllers.

9.2 We may store the information You have provided in a CRM system. The information You submit will not be kept for any longer than is needed. The length of time will depend upon whether We have a business need for

keeping the information and/or if the law requires that We keep the information for a particular length of time.

9.3 Information You provide on the Delegate Booking Form may be used by Our employees, officers, representatives or sub-contractors where necessary for the purpose of administering the Programme, to improve the services We provide and, unless You have chosen to opt out, to inform You via email of future news, events and other relevant activity.

9.4 You can choose to unsubscribe from emails from Us of this kind at any time. You may get your information updated or removed from Our CRM system by emailing [gppartnertraining@outlook.com](mailto:gppartnertraining@outlook.com).

9.5 Unless You have specifically opted in to receive marketing communications from Us by email and/or to be included in the list for internal delegates, Your personal details will not be shared with any other organisation.

9.6 We may ask You to confirm Your personal details to ensure they are accurate.

9.7 As You have provided personal information, we need You to consent to the processing of this data. By submitting the Delegate Booking Form You are agreeing to Us processing this data as described above.

9.8. We may record incidents of misconduct and inappropriate behaviour where necessary in order to keep participants safe and foster a welcoming environment at our events. We'll use it, as described in [our standard privacy notice](#). We'll keep the information for two years, or until it is no longer relevant. For serious incidents of misconduct or inappropriate behaviour, we may also inform the HR departments of the individuals involved.

## 10. Conditions of Attendance

10.1. The Programme is a virtual training programme and it is necessary for Delegates to ensure that they have a suitable location and technology to participate in the sessions including access to Zoom, speakers and microphone, with minimal risk of interruption.

10.2. We reserve the right to refuse access to, or remove any Delegate from any Programme who, in our reasonable opinion has, or is likely to affect the enjoyment of the other Delegates, in our reasonable opinion is acting under the influence of alcohol or drugs, or who uses threatening, abusive or insulting words or behaviour or who behaves in a manner which may cause a offense.

10.3. We are dedicated to creating and maintaining a positive event experience where everyone is treated with dignity, courtesy and respect, regardless of gender, gender identity and expression, sexual orientation, disability, physical appearance, body size, race, age or religion. We do not tolerate bullying, intimidation, harassment or victimisation of event participants in any form.

10.4. Any discriminatory language and imagery are not appropriate at any event, including in presentation material. If you violate these rules you may be sanctioned or expelled from the Programme without a refund.

## 11. Recordings

11.1. Each session of the Programme will be recorded and will be accessible for future reference. If You do not wish to appear in a recording, please inform the Programme Administrator prior to the commencement of the Programme and this will be managed during the sessions.

## 12. Changes to Programmes

12.1. We reserve the right to make alterations to the published content of each session within the Programme where reasonably necessary. You will be notified of any changes to the Programme by email.

### 13. Contacts

13.1. Please direct any enquiries to [gppartnertraining@outlook.com](mailto:gppartnertraining@outlook.com).

### 14. Limitation of Liability

14.1. Personal arrangements including travel, accommodation or hospitality relating to any Programme which have been arranged by You are at your own risk.

14.2. Nothing in these Terms and Conditions will operate to limit or exclude liability of each party for death or personal injury arising out of its negligence, or for its fraud nor any other liability which cannot be excluded or limited under applicable law.

14.3. Subject to the paragraph above, in no circumstances will either party be liable to the other party for any loss of business, revenue, profits, anticipated savings or goodwill (whether direct or indirect) or for any indirect, special or consequential loss, arising out of or in connection with these Terms and Conditions and the Programme.

### 15. Dispute Resolution

15.1. If any dispute arises out of these Terms and Conditions or Your Booking, We will attempt to settle it. To this end We shall use Our reasonable endeavours to consult or negotiate in good faith, and attempt to reach a just and equitable settlement satisfactory to both parties.

15.2. Although this does not restrict your rights to pursue court proceedings, if We are unable to settle any dispute by negotiation within 21 days, the parties may attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.

### 16. Waiver

16.1. Failure by either party to exercise or enforce any right or benefit conferred by these Terms and Conditions will not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion.

### 17. Assignment

17.1. We shall be entitled to assign any of Our rights and obligations under these Terms and Conditions provided that Your rights are not adversely affected.

### 18. Severability

18.1. If it is found by a Court that any of these Terms and Conditions for any reason cannot be enforced, this shall not prevent the other provisions from continuing to apply.

### 19. Third Parties

19.1. No person who is not a party to these Terms and Conditions shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.

### 20. Force Majeure

20.1. For the purposes of these Terms and Conditions, "Force Majeure" means any cause beyond Our reasonable control including, but not limited to, war, acts of terrorism, governmental requirements, acts of

local or central Government or other competent authorities, Acts of God and industrial disputes. We will not be liable to You for failure to perform any obligation under these Terms and Conditions or in relation to Your Booking to the extent that the failure is caused by Force Majeure.

## 21. Amendments and variations

21.1. Please note that We may amend and update these Terms and Conditions from time to time. The Terms and Conditions as published on Our Website (or as otherwise provided to You) at the time of confirmation of Your Booking will apply.

21.2. Once Your Booking is confirmed (and in any event if You attend a Programme as a Delegate) these Terms and Conditions shall be binding on You.

## 22. Governing Law and Jurisdiction

22.1. These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.