

Terms & Conditions: NAPIT Group Cancellation of Membership, Training and Product Order Policy

1. GENERAL CANCELLATION TERMS & CONDITIONS

- 1.1 The terms below are only applicable to the cancellation of a NAPIT membership, application, scheme, assessment booking, training booking, and/or NAPIT product order supplied directly by a company which is part of the NAPIT Group of companies. All cancellations made in relation to a product or service supplied by one of NAPIT's white label service providers or supporting partners, such as NAPIT Insurance or NAPIT Direct, will be forwarded on to the appropriate third party and their own cancellation terms and conditions will apply.
- 1.2 To request the cancellation of a NAPIT membership, application, scheme, assessment booking, training booking, and/or NAPIT product order, contact us by;
- (a) calling our Cancellations Team on 0345 543 0330 (option 1)
 - (b) sending an e-mail to cancellations@NAPIT.org.uk
 - (c) sending a letter to the Cancellations Team, 4th Floor Mill 3 Pleasley Vale Business Park Mansfield Nottinghamshire NG19 8RL.

Please note if a refund is to be requested in conjunction with your cancellation this must be received by NAPIT in writing. You may wish to keep a copy of any written confirmation for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date that you sent us the e-mail or posted the letter to us, unless you state a specific date from which you wish your cancellation to be enacted in the written request.

- 1.3 All cancellation requests must be made by an authorised person. The authorised person must be either the owner, Director, and/or the registered person of contact on the NAPIT membership or new application. In the case of training bookings and NAPIT product order cancellation requests, the person of contact named on the order or the delegate named on the training booking may also have authority to request cancellation.
- 1.4 Should a cancellation request be received from a person or company who is not an authorised person as stated in clause 1.2, then we will take action to contact the appropriate authorised person in relation to the relevant membership, new application, training or NAPIT product order. Until the request can be confirmed with the appropriate authorised person, we will not process any cancellation requests. Details of cancellation requests made by an unauthorised person (excluding any personal information covered by the Data Protection Act) may also be provided upon request to the authorised person of contact for the related membership, new application, training booking or NAPIT product order.
- 1.5 We may take lengths to review and verify the current trading status and ownership of a business via company's house and a credit check facility before processing any new applicant or training cancellation which includes a refund request.
- 1.6 All cancellation requests can take up to 20 working days to be processed from receipt of the required request type, see clause 1.2 and where applicable receipt of the returned Product(s).
- 1.7 Any refunds, once authorised by a NAPIT Director, will only be paid by us to the person, company and payment details from which payment was originally made to us. If payment can no longer be made to the person, company and payment details on record with NAPIT, please provide the reason for this and the alternative contact and payment details that you wish to be used. We will then be in contact with you once the matter has been reviewed.
- 1.8 We withhold the right to investigate or refuse any cancellation and or refund requests which we believe to be a possible fraudulent activity.
- 1.9 Any discounts and/or free products, services, web credits, promotional gifts, and training granted by us are non-refundable and non-transferable.
- 1.10 All items supplied to you by NAPIT shall remain our property until final payment of all sums owing in respect of those products have been received in full by us.

1.11 These terms and conditions may be overridden by any NAPIT membership, new application, training and product specific Terms and Conditions as stated on our NAPIT websites, and other NAPIT documentation.

2. NAPIT MEMBERSHIP / NEW APPLICATION CANCELLATIONS

- 2.1 To cancel all or part of your NAPIT membership or new application, please contact us by one of the communication methods stated in clause 1.2.
- 2.2 All certificated NAPIT members and new applicants requesting cancellation must comply fully with NAPIT's Scheme Rules, available upon request or alternatively they can be downloaded from www.napit.org.uk.
- 2.3 Upon receipt of a cancellation request, we will be in contact to discuss your request within 5 working days if you have not already spoken with us on this matter. NAPIT will be unable to issue any refunds where applicable until this follow up has been completed.
- 2.4 Should the cancellation of a confirmed assessment booking be required as part of a cancelled membership, scheme or new application request, then please see clause 3 below, for NAPIT's assessment cancellation policy.
- 2.5 Where applicable requests for refunds of **NAPIT application fees prior to certification only** will be subject to the following deductions;
- (a) For administrative costs you will be charged the higher of £75.00+vat or any other reasonable costs incurred to date.
 - (b) Assessment activities completed to date, or where applicable any aborted, unattended and/or late cancellation of assessment charges. (See clause 5 for more information).
 - (c) As of the 1st November 2014 all new applicants are subject to a non-refundable application fee of £130.00+VAT as identified on the NAPIT application forms.
 - (d) Any fees and charges currently outstanding on your account. (E.g. overdue application and/or assessment fees)
- 2.6 If a new application has been made under a promotional offer or as part of a package deal which may include discounted or free gifts such as web credits, products, services, and free or discounted training, refunds will be discretionary and shall take into account the relevant promotional offer or package deal terms and conditions, discounts given and administrative costs incurred to date.
- 2.7 All annual membership fees whether for initial registration or renewal are for a full 12-month period regardless of trading status and/or the status of certification. **Once initial certification has been completed, NAPIT will not issue any refund of membership registration or renewal fees including any other associated assessment and or scheme fees**, whether cancelled at the request of an authorised person (see clause 1.2) or by NAPIT.
- 2.8 We will issue a letter confirming the cancellation and withdrawal of the required scheme(s), membership or new application upon completion of the above activities.

3. NAPIT ASSESSMENT BOOKING CANCELLATIONS

- 3.1 To cancel your NAPIT assessment booking, please contact us by one of the communication methods stated in clause 1.2.
- 3.2 Should the cancellation of a confirmed NAPIT assessment booking be requested, or is required as part of a cancellation of membership, scheme or new application request, then the following NAPIT assessment cancellation policy will apply;

Please be advised, you will incur a cancellation charge of £200.00+vat per each half days' assessment originally booked, if you do not give NAPIT at least 10 full working days' notice of your wish to cancel prior to your confirmed assessment date.

For example, if an assessment is booked over a period of one and a half days and is cancelled less than 10 working days prior to the assessment date, a cancellation charge of £600.00 will apply. (£200 x (3x0.5 Days) = £600.00)

- (a) Additional administrative fees of £75.00+VAT may apply where two bookings have been made and subsequently either re-arranged or cancelled within the given time period.

3.3 The above fees will also apply where a NAPIT assessment is confirmed and is then unattended by the required applicant/membership company representatives and operatives/advisors.

4. INDEPENDENT REPORT/INSPECTION CANCELLATIONS

4.1 To cancel an Independent Report/Inspection, please contact us by one of communication methods stated in clause 1.2.

4.2 All Independent Report/Inspection cancellation requests will be processed by us upon request, however any subsequent refund requests will only be issued if the cancellation request is received prior to carrying out the required assessment and in accordance with our assessment cancellation policy stated in clause 3 above, once an assessment has been initiated or completed all fees paid to date will be non-refundable and non-transferable.

5. NAPIT TRAINING CANCELLATIONS

5.1 To cancel your NAPIT Training course booking, please contact us by one of the communication methods stated in clause 1.2. Please note the terms below only apply to full cancellations, if you wish to change the date, location and/or delegate(s) for your booking then alternative charges may apply, to discuss making an amendment to your booking with NAPIT Training please call us on 0345 543 0330 or email training@napit.org.uk.

5.2 All course/exam booking cancellations are subject to the following charges;

- (a) If a course/exam booking is cancelled 14 days or more prior to the course/exam start date, then an administration fee of £75.00 + VAT will be charged per course/exam place.
- (b) If a course/exam booking is cancelled 7 - 13 days prior to the course/exam start date, then a cancellation fee totalling 50% of the original course/exam cost will be charged per course/exam place.
- (c) If a course/exam booking is unattended or cancelled 0 - 6 days prior to the course/exam start date, then a cancellation fee totalling 100% of the original course/exam cost will be charged per course/exam place.

5.3 Customers from Jersey taking their initial/renewal Certificate of Competence assessment at one of our mainland centres should be aware that due to third party booking terms and conditions, and additional costs incurred by NAPIT for associated flights from Jersey, and mainland hotel accommodation, no course discounts or refunds will be available.

5.4 NAPIT's full training terms and Conditions can be accessed by clicking [here](#).

6. NAPIT DESKTOP CANCELLATIONS

6.1 To cancel a subscription for NAPIT Desktop, please contact us by one of communication methods stated in clause 1.2.

6.2 The cost of NAPIT Desktop covers a 12-month software license, which once activated is non-refundable and non-transferable, no matter the period of time the software license is required, or whether the NAPIT membership which the software is registered to is live and/or certificated.

7. NAPIT PRODUCT ORDER CANCELLATIONS - YOUR CONSUMER RIGHT OF RETURN AND REFUND

This clause 7 only applies if you are a consumer. ('Consumer', i.e. as a private person not buying for a business purpose)

7.1 If you are a consumer, you have a legal right to cancel a Contract under the Consumer Protection (Distance Selling) Regulations 2000) during the period set out below in clause 7.3. This means that during the relevant period if you

change your mind or for any other reason you decide you do not want to keep a Product; you can notify us of your decision to cancel the Contract and receive a refund providing you comply with clause 7.8. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.

7.2 However, this cancellation right does not apply in the case of:

- (a) any products made to your specification or clearly personalised;
- (b) newspapers, periodicals or magazines;
- (c) software, DVDs or CDs which have a security seal which you have opened or unsealed.
- (d) clothing which has been worn or is not returned in its original packaging with labels attached.

7.3 Your legal right to cancel a Contract starts from the date of the Dispatch Confirmation, which is when the Contract between us is formed. If the Products have already been delivered to you, you have a period of 7 working days in which you may cancel, starting from the day after the day you receive the Products. Working days means that Saturdays, Sundays or public holidays are not included in this period. If we receive no such request from you, you will be deemed to have accepted the items as satisfactory.

7.4 To cancel a Contract, please contact us by one of communication methods stated in clause 1.2.

7.5 Providing your request is made in the time period stated in clause 7.3 you will receive a full refund of the price you paid for the Products and any applicable delivery charges you paid for. We will process the refund due to you as soon as possible and, in any case, within 20 working days of the day on which you gave us notice of cancellation as described in clause 7.3. If you returned the products to us because they were faulty or misdescribed, please see clause 7.6.

7.6 If you have returned the Products to us under this clause 7 because they are faulty or misdescribed, we will refund the price of a defective Product in full, any applicable delivery charges, and any reasonable postage costs you incur in returning the item to us.

7.7 We cannot be held liable for any consequential loss caused by late delivery or failure to deliver by our appointed carrier. Liability in such cases is limited to the value of those products, which are shown to have not been received by you.

7.8 If the Products were delivered to you:

- (a) you must return the Products to us as soon as reasonably practicable. If the Products require collection, we will collect the Products from the address to which they were delivered. We will contact you to arrange a suitable time for collection;
- (b) unless the Products are faulty or not as described (in this case, see clause 7.6), you will be responsible for the cost of returning the Products to us;
- (c) you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.

7.9 As a consumer, you will always have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by the returns policy in this clause 7 or these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

8. NAPIT PRODUCT ORDER CANCELLATIONS - RETURN AND REFUND TERMS FOR BUSINESSES

This clause 8 only applies if you are a business, please note the Consumer Protection (Distance Selling) Regulations 2000) does not apply to contracts between businesses.

8.1 If you are business we will agree that a Product order can be cancelled or returned for an exchange or refund, during the period set out below in clause 8.4 and 8.5. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep a product, you can notify us of your decision to cancel the order and request an exchange for another Product or a refund.

8.2 However, the following terms laid out in clause 8 to 8.11 does not apply in the case of:

- (a) any products made to your specification or clearly personalised;
- (b) newspapers, periodicals or magazines;

- (c) perishable goods, such as food, drink or fresh flowers;
- (d) software, DVDs or CDs which have a security seal which you have opened or unsealed.
- (e) clothing which has been worn or is not returned in its original packaging with labels attached.

- 8.3 To cancel an order or arrange the return of a product for an exchange or refund, please contact us by one of communication methods stated in clause 1.2.
- 8.4 If the order placed by you has not yet been delivered by us, you may cancel your order at any time and receive a full refund providing a request as stated in clause 8.3 is received prior to dispatch of your order by us.
- 8.5 If the Product(s) have already been dispatched and or delivered to your order delivery address, you have a period of 7 working days in which you may request to return part or all of your order for an exchange or refund, starting from the day after the day you receive the Products. Working days means that Saturdays, Sundays or public holidays are not included in this period.
- 8.6 In the event of any product(s) delivered by us being damaged in transit, or failure to match the items ordered by you, then such details must be notified by you to us within 7 working days of receipt. If we receive no such notification you will be deemed to have accepted the items as satisfactory.
- 8.7 In order for any exchange or refund to be authorised the Products returned must be received by us in their original packaging with all component parts, including any promotional items, and must be in a suitable condition for resale. We reserve the right to refuse an exchange or refund for any returned Product(s) which are received by us damaged or in an unsuitable condition for resale such, items will be returned to the original delivery address at no further cost to you.
- 8.8 Providing clauses 8.5 and 8.6 have been met you will receive a refund of the price you paid for the returned Product(s) excluding a 10% administrative charge and any applicable delivery charges. We will process the refund due to you as soon as possible and, in any case, within 20 working days of the day on which you requested to return the Product(s) as described in clause 8.3. If you returned the Product(s) to us because they were faulty or misdescribed, please see clause 8.10.
- 8.9 Where an exchange of a Product(s) has been requested you will be contacted upon receipt of the returned Product(s) by us and providing clauses 8.5 and 8.6 have been met we will contact you upon receipt of them to arrange your replacement order, and any additional delivery costs or refund of and difference in total cost. If you have returned the Product(s) to us under this clause 8 because they are faulty or misdescribed, we will refund the price of a defective Product in full, any applicable delivery charges, and any reasonable postage very costs you incur in returning the item to us.
- 8.10 We cannot be held liable for any consequential loss caused by late delivery or failure to deliver by our appointed carrier. Liability in such cases is limited to the value of the Product(s), which are shown to have not been received by you.

To discuss the matter of your cancellation or any other please do not hesitate to contact NAPIT on 0345 543 0330.