

Associate Membership Scheme Terms and Conditions

These are the terms and conditions ("Terms") that apply to membership of the NHS Providers Associate Membership Scheme (the "Scheme"). For the purposes of these Terms, "you/your" means you as a subscriber to the Scheme.

Subscription terms

1.1 Your subscription shall start on payment of your annual subscription fees in full.

1.2 Your subscription shall last for 12 months (the "Initial Term") and thereafter shall renew for subsequent periods of 12 months (each a "Renewal Period") unless you give us no less than 30 days' notice prior to the to the end of the Initial Term or subsequent Renewal Period that you do not wish to renew your subscription.

1.3 Subscription fees are non-refundable, except as provided for in clause 3.1.

2. Statutory compliance and use of data

2.1 For the purposes of this clause 2, "Personal Data" shall have the meaning given to it in the UK Data Protection Act 1998 (the DPA).

2.2 You agree that you shall comply with the DPA and all other relevant data protection legislation in your dealing with the Scheme. In particular, if you provide any information to NHS Providers that contains Personal Data, then you shall ensure that you have all necessary rights and permissions to transfer such information to NHS Providers for the intended use.

2.3 You agree that you shall comply with any other legislation relevant to your transactions with NHS Providers or its associate members and members. Transactions include the use of information provided by NHS Providers.

2.4 You acknowledge that information (including NHS Providers mailing lists) provided to you by NHS Providers may contain Personal Data. You must use such information in line with these Terms and NHS Providers' instructions from time to time. In particular, you agree:

2.4.1 to use such information solely for the purpose for which it was provided. Use of such information for any other purpose is expressly prohibited;

2.4.2 to process such information only in accordance with the instructions of NHS Providers and to act promptly and properly in respect of all such instructions (including without limitation instructions in relation to the return or destruction of such information);

2.4.3 to comply with NHS Providers' "Mailing List Terms and Conditions" as issued by NHS Providers from time to time, in respect of any use of NHS Providers mailing lists;

2.4.4 to take appropriate technical and organisational measures against unauthorised or unlawful processing of such information and against accidental loss or destruction of, or damage to it, taking into account the nature of the personal data; and

2.4.5 unless otherwise agreed with NHS Providers in writing, not to transfer any such information to any country outside the European Economic Area.

3. Refusal and termination

3.1 NHS Providers may terminate your subscription at any time if NHS Providers terminates the Scheme. If NHS Providers does terminate the Scheme:

3.1.1 it will provide 30 (thirty) days' notice of its decision to you; and

3.1.2 unless expressly agreed otherwise in writing, following such termination you must cease to use any logos and any other NHS Providers materials provided to you pursuant to these Terms.

3.2 You may terminate your subscription at any time on giving NHS Providers notice. If you terminate your subscription, there will be no refund for monies already paid.

3.3 NHS Providers reserves the right to terminate your subscription where you are in breach of these Terms. If NHS Providers terminates your subscription for failure to comply with the Terms of the Scheme, there will be no refund of subscription fees already paid.

3.4 NHS Providers may refuse or terminate any subscription where it believes (in its absolute discretion) that the subscriber's actions/views/ corporate policies run contrary to NHS Providers' work.

3.5 NHS Providers may refuse or terminate any subscription where it believes (in its absolute discretion) that the subscriber's business is in competition with NHS Providers or may otherwise have negative impact on NHS Providers.

3.6 NHS Trusts and NHS Foundation trusts are not eligible to join the Scheme. They are instead eligible to apply for NHS Providers membership.

4. Intellectual property

NHS Providers retains all intellectual property rights, whether owned or licensed, in any NHS Providers materials it may provide to you from time to time. Unless otherwise agreed in writing, any NHS Providers materials provided to you shall remain the property of NHS Providers and NHS Providers reserves the right to recall any such materials at any time.

5. Reputation

You agree not to do anything to bring the NHS Providers into disrepute, or to adversely affect the name, brand, trading image, reputation or business of NHS Providers.

6. Complaints

6.1 NHS Providers will investigate all complaints about subscribers made by its members, in which case, the following will apply:

6.1.1 all subscribers will be notified of any complaints made against them;

6.1.2 if NHS Providers upholds the complaint against a subscriber, it may terminate that subscriber's subscription without further notice; and

6.1.3 the NHS Providers' decision is final.

7. Disclaimers

7.1 You acknowledge and agree that you are at all times acting on your own behalf and nothing in these Terms is intended to, or shall be deemed to create or imply the existence of a partnership or joint venture between you and NHS Providers nor any arrangement which would impose liability on NHS Providers for your acts or omissions.

7.2 Except for any liabilities that cannot be excluded or limited by law, you acknowledge and agree that the total liability of NHS Providers to you in respect of any costs, claims, liabilities or expenses, arising under these Terms shall be limited to the amount paid by you for your annual subscription to the Scheme.

8. Disputes

You agree to refer any disputes arising out of or in connection with these Terms to Alternative Dispute Resolution (ADR) in the first instance, but this shall not prevent either party from commencing court proceedings for urgent interim relief.

9. Third parties

The Contract (Rights of Third Parties) Act 1999 is expressly excluded from these Terms.

10. Jurisdiction

Subject to clause 7, these Terms, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with English law and the parties agree that the courts of England shall have exclusive jurisdiction to settle any such disputes or claims.

11. Associate Scheme Benefits

NHS Providers offers Associate Membership Scheme members a number of benefits which are outlined on our website and in our Associate Membership Scheme brochure and are subject to change at our discretion. The benefits include access to member bulletins and newsletters, opportunity to attend quarterly briefing calls with NHS Providers senior team and associate membership scheme discount rates to our annual events.