

HFMA Partner Programme & HFMA Faculty Partner Programme (the 'Programmes')

Terms and Conditions (the 'Terms') - 2012

Inclusion onto the Programmes are conditional on your payment to HFMA the price detailed on the HFMA Partner Programme Booking Form (exclusive of VAT) ("Price") allocated within the duration of the Programme period. Each Programme lasts for 12 months from the date on HFMA's written confirmation of its agreement to your inclusion which will be confirmed in the form of an invoice covering that period (a payment on initial joining to pro rata and equalise payments to complete the existing NHS financial year will ordinarily put in place) (the initial term). With your agreement to pay the Price and you will be entitled to the appropriate Programme benefits during the Term. Renewal of the Programme will be made automatically annually in March, to be effective from 1st April in that calendar year (the renewal term).

Payment and other key terms

The Price must be paid in full within 30 days of the Start Date and subject to the Terms.

Without prejudice to any other right HFMA may have due to non-payment, if you do not comply with the payment obligations, HFMA may also withhold any or all of the Benefits, and/or terminate your inclusion in the Programme, as HFMA may in its absolute discretion decide.

Upon completion of the Initial Term, this Agreement shall renew for additional 12 month period (each, a "Renewal Term") unless otherwise communicated in writing by either party on thirty (30) days' prior written notice of the end of the Initial Term or the Renewal Term, as applicable.

Termination with Cause

HFMA may terminate this Agreement upon written notice to the Client if the Client defaults in the performance of any of its material obligations under this Agreement, which default has not been substantially cured within thirty (30) days after written notice has been given to the Client specifying the default. The Client may terminate this Agreement upon written notice to HFMA if HFMA default in the performance of any of their material obligations under this Agreement, which default has not been substantially cured within thirty (30) days after written notice has been given to HFMA specifying the default. No party may partially terminate this Agreement.

Termination without Cause

Neither HFMA nor the Client may terminate the Programme without express written agreement.

Termination for Non-payment

If Client defaults in the payment when due of any amount due to the Provider and does not cure such default, within ten (10) days after written notice has been given to Client, HFMA may terminate the Agreement.

Effect of Termination

Upon termination or expiration of this Agreement for any reason, HFMA will immediately cease performing all Services, all licenses granted under the Agreement shall immediately terminate and all Client and user access to the Services shall be immediately terminated. Upon termination or expiration of this Agreement, the Client shall pay a sum equal to the pro rate cost of the Programme or the cost of use of the Service to the termination date within the Term, whichever is greater.

Conflict and variations

HFMA reserves the right to amend and update any of the Benefits in its absolute discretion, provided that the overall value of the Enhanced Benefits package is not reduced.

Agreement

To request inclusion into the Programme in accordance with these Terms please return to the address above the Booking Form signed and dated in the appropriate place at the bottom.

HFMA may then send confirmation of inclusion in writing, but, shall reject any offer you make that does not strictly conform with the exact terms of this letter of engagement.

Please note that no other promises, representations, or terms other than those stated or referred to in this letter and its enclosures shall be included or form part of HFMA's acceptance of the Applicant as a Partner.

VAT

All amounts stated to be payable under this Agreement are expressed exclusive of any VAT properly chargeable on any amount. VAT properly chargeable on any supply made under this Agreement shall be payable in addition to the stated sums at the prevailing applicable rate.

Discounts

Discounts on HFMA events only apply if the organisation membership is valid at the time the event takes place.