

Wellbeing of Women Employer Membership Programme Terms and Conditions

These are the terms and conditions which form the basis of your employer membership programme with Wellbeing of Women and how we supply our services to you.

These terms tell you who we are, what your membership costs, what your membership includes and how you or we may change or end the contract. Please read these terms and conditions carefully before applying to be an employer member of Wellbeing of Women. Please note, the **Annual Fee is non-refundable**.

By applying to become a member, you agree to be bound by these terms and conditions.

1. Who we are

We are **Wellbeing of Women**, a registered charity, England & Wales (239281), Scotland (SC042856) with registered address 10-18 Union Street London SE1 1SZ.

We are dedicated to improving the health of women and babies to make a difference to everybody's lives today and tomorrow. We provide information to raise awareness of health issues to keep women and babies well today. We also fund medical research and training grants, which have and will continue to develop better treatments and outcomes for tomorrow.

If you have any queries, comments or complaints about your membership, you can contact us by calling on 020 3697 6333 or email at emp@wellbeingofwomen.org.uk.

2. Membership applications

Our membership is only available to traders and organisations based in the UK. Unfortunately, we do not currently accept applications from addresses outside the UK or from consumers (individuals acting in a domestic or personal capacity).

To become a member of Wellbeing of Women, please complete the registration form on our website. If you require the registration form in an alternative format, please contact us on the details above.

When you submit your application to us, you are making an offer to become a member of our employer membership programme, which if accepted by us will become a **legally binding contract**.

We reserve the right not to accept your application. We may also choose not to renew your membership if we are unable to obtain payment of your Annual Fee. If we cannot accept your application, we will inform you of this in writing and we will not charge you any fees.

Your membership begins on the first day of the month following the date of your accepted application and full receipt of your Annual Fee. Your membership lasts for **1 year** and then automatically renews.

You grant us the right to permanently display your name and logo, in our case studies, marketing materials and business documents and/or to confirm your participation in our employer membership programme and relevant features. This agreement does not otherwise affect your intellectual property rights.

3. Benefits of our employer membership programme

Member benefits are only available to you if your Annual Fee is paid, and your application accepted by us. We will make the member benefits available to you each year, until you or we bring this contract to an end.

All the current and fully paid-up members of our employer membership programme are entitled to:

- display our name and the following logos on their website and within their marketing materials, to confirm your employer membership and commitment to supporting women's wellbeing:



- individual log-ins for users (authorised by us) to access and use (for your internal purposes only) the resources available on the members' area of our website, where you will find information about how to improve women's health in the workplace, recommendations for offering support and advice on how to update your policies;
- receive regular updates from us on the latest news, information and examples of good practice in relation to women's wellbeing;
- network with like-minded organisations through our community of employer members; and
- the opportunity to sign up to events hosted by us to share good policy and practice in relation to women's wellbeing and workplace health,

provided you continue to comply with these terms and conditions.

We may make minor changes to these benefits to reflect change in relevant laws and regulatory requirements or to implement minor adjustments and improvements. For example, we may change the content available on our membership platform although you will still receive substantially the same benefit.

We may have to suspend some or all of the membership benefits from time to time, to:

- deal with technical problems or make minor technical changes;
- update the materials on our website to reflect changes in relevant laws, regulatory requirements and good industry practice.

We will contact you in advance to tell you we will be suspending the benefits, unless the problem is urgent or an emergency. We will not be liable for any delays or unavailability caused by any event or circumstances beyond our control.

If we need to make changes and significantly reduce the value of the membership benefits, we will notify you of these changes by publishing updates on our website before they take effect. In such circumstances, you shall be entitled to end the contract on immediate notice.

4. The Annual Fee

The Annual Fee is a non-refundable, annual subscription, calculated as follows:

Non – Profit Sector	
All organisations	£2450
Private Sector	
1 – 49	£2,950
50 - 249 employees	£3,450
250 – 1,000 employees	£3,950
1,001 – 2,500 employees	£4,450
+2,501 employees	£4,950

The Annual Fee is payable annually, in advance of your membership starting and within 28 days of our invoice. For subsequent years, the Annual Fee is due within 28 days of each annual renewal.

We will **review the Annual Fee each year** and give you at least **3 months'** notice of any proposed increase.

You confirm that your membership information remains true and accurate at the point of each annual renewal and throughout the year.

Your employer membership will automatically renew and the Annual Fee becomes payable within 28 days of the renewal, unless you notify us that you wish to cancel your membership. If you wish to cancel, you must write to us at least **1 month** before your membership is due to renew.

You will not receive a refund of the Annual Fee (or any part of it) where you choose to cancel part-way through the year.

5. Your obligations

As a member of our employer membership programme, you are committing to:

- notifying us of any changes to the information submitted as part of your application, particularly where this would impact the Annual Fee;
- complying with good industry practice and the law in relation to your role as an employer and providing a safe working environment for women;
- treating Wellbeing of Women staff, representatives and other members of the employer membership programme with respect and professional courtesy;
- collaborating with us and our membership for the purpose of improving the health of women and babies, raising awareness of health issues relating to women and babies and developing better outcomes for women;
- proactively seeking out and implementing opportunities to improve the wellbeing of women you engage with;
- complying with our brand guidelines and instructions (from time to time) in respect of our name, logos and trademarks;
- providing us with information as requested by us from time to time relating to your engagement with and use of our content and materials and the impact this has had on your organisation.

You shall not (and you shall ensure your employees, agents and representatives shall not):

- share individual log-in details with anyone other than the authorised user(s) (as communicated by us);
- allow anyone other than the authorised users within your organisation to access the employer membership portal;
- make the content on our employer membership portal available to anyone outside of your organisation;
- share any of the member benefits with non-members, without our express written permission;
- do (or must refrain from doing) anything which might negatively affect the reputation of Wellbeing of Women and its employer membership programme or undermine our charitable objectives;
- hold yourself out as a partner, agent or authorised representative of Wellbeing of Women, nor shall you make or enter into any commitments for or on our behalf;
- create, commission, apply for, or obtain, registration of any trade or service mark in any country which consists of, or comprises, or is confusingly similar to, our name, logos or trademarks;

- misrepresent our views or participate in any political debate or other activity which (in our reasonable opinion) would jeopardise our charitable activities or prejudice the goodwill or reputation of Wellbeing of Women;
- make any derogatory statement relating to Wellbeing of Women, any of our employer members, staff or campaigns in public, online (including on social media), to the press or elsewhere.

You must inform us immediately of any claim, prosecution, regulatory enforcement or other formal complaint brought against you relating to discrimination or a failure to comply with the Equality Act 2010.

We may temporarily suspend your access to the benefits for a reasonable period where we reasonably believe you are in breach or are likely to be in breach of this contract.

6. Our right to cancel

We have sole discretion whether to accept your application to our employer membership programme.

If we accept your application, but we later discover that any or all the information provided by you was misleading or false, we shall have the right to cancel your membership with immediate effect.

We have the right to cancel your membership on reasonable notice (normally 1 month, other than in urgent circumstances) if:

- you do not pay the Annual Fee (and any renewal) in accordance with the payment terms;
- you have shared any of your membership benefits with an individual or organisation that is not a member of our employer membership programme;
- you have (or we consider you are likely to) damage the reputation, goodwill of Wellbeing of Women or to bring Wellbeing of Women into disrepute;
- you undergo a change of control;
- you have breached any of the terms of this contract.

We may cancel this contract for any reason on 6 months' notice, such notice period ending on the next anniversary of this contract (cancelling the next renewal period).

If we end the contract in the circumstances set out in the circumstances in this clause 6, we will **not** refund the Annual Fee as we will have incurred costs in setting up your membership.

7. Your right to cancel

You can always end your contract with us. If you wish to cancel your membership for any reason you must give us at least 1 month notice in writing, using the contact details set out above. You will **not** receive a refund of the Annual Fee (or any part of it).

8. Effect of cancellation

In the event this contract is cancelled (for any reason):

- all outstanding sums will immediately become due;
- you must immediately cease all use of our name, logos and trademarks and remove the same from any public-facing materials;
- we shall remove your access to the membership portal on our website;
- we will remove you from the list of employer members listed on our website; and
- you will no longer have access to the membership benefits.

You may continue to use any materials and information you have already accessed and/or downloaded before your membership comes to an end, provided such use is restricted to your internal processes and purposes only.

Regardless of the expiry or termination of this contract, you still cannot make the content on our members' area available to anyone outside of your organisation and you shall not share any of the member benefits with non-members.

9. Responsibility for loss or damage

The materials and information made available by us, to our employer members have been prepared or assembled by Wellbeing of Women and are intended for educational and informational purposes only. Some of the information may be out of date and may not reflect the most current developments. **None of our content, information or materials constitute medical or legal advice.**

Information provided by us is provided on an "as is" basis without warranty of any kind, either express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, or non-infringement. We periodically add, change, improve and update the information and documents. **We assume no liability or responsibility for any errors or omissions in the content we make available to you.** The information provided does not take account of your circumstances or objectives and should not be relied upon.

Our employer membership programme is made up of many different types and size of organisation. Each member is responsible for assessing whether our materials are fit for their purpose, and to adapt our advice to their organisation's internal objectives – in accordance with the editable permissions on our materials. As a result, all terms implied by sections 3 to 5t of the Supply of Goods and Services Act 1982 are excluded.

Nothing in these terms shall limit or exclude our liability for:

- death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- fraud or fraudulent misrepresentation;
- breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982;

- any matter where it would be unlawful for us to exclude or restrict liability.

Please note: subject to the above list (where it would be unlawful for us to exclude or restrict our liability), we will not be liable to you in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with this contract for:

- loss of profits;
- loss of sales or business;
- loss of agreements of contracts;
- loss of anticipated savings;
- loss of use or corruption of software, data or information;
- loss of or damage to goodwill;
- any indirect or consequential loss,

and our total liability to you arising under or in connection with this contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the Annual Fee paid to us, by you within the last 12 months.

Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

This clause 9 will survive the expiry or termination of this contract.

10. General

We collect and handle personal data in accordance with our privacy policy, a copy of which can be found: <https://www.wellbeingofwomen.org.uk/privacy-policy/>

These terms apply to the contract between us, to the exclusion of any other terms that you might seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

All intellectual property rights in or arising out of or in connection with this contract, shall be owned by us.

We may change these terms and conditions at any time by giving you at least 1 month notice (which includes publishing proposed changes on our website). The most recent edition of these terms and conditions will be binding upon you and will be available on our website and on request. If you do not agree with our proposed changes, you may cancel your membership before the proposed change takes effect.

We may transfer our rights and obligations under these terms to another organisation. You may only transfer your rights or obligations under these terms if we agree to this in writing. No other person, other than us or the employer member, shall have any rights to enforce any of the terms of this contract.

If a court finds part of this contract illegal, the rest of the terms will continue in force and effect. Even if we delay enforcing any of the terms of this contract, we can still enforce them at a later date.

These terms shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.