

MEMBERSHIP APPLICATION FORM

FOR USE WITH: [CHARITY MEMBERSHIP]



CHARITY MEMBERSHIP FEES

Please indicate what membership is applicable

1-Year Agreement

2-Year Agreement

[up to 15 CPD submissions per annum]

£1,850+VAT (£2,220)

£1,250+VAT p.a.

Start date		Purchase Order No. (if app)	
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MAIN CONTACT PERSON DETAILS

Title	<input type="checkbox"/> Dr	<input type="checkbox"/> Mr	<input type="checkbox"/> Mrs	<input type="checkbox"/> Ms	<input type="checkbox"/> Miss	<input type="checkbox"/> Other (please specify) _____
First name		Last name				
Job Title / Position						
Telephone No.		Mobile (if app)				
Work Email		Fax No.				

CHARITY DETAILS

Charity Name						
Charity Description						
Business Address						
Postcode		Country				
Main Tel No.		Website URL				
UK VAT Registration No. (if applicable)		Charity Registration No. (if applicable)				

DECLARATION

I agree to abide by the CPD Certification Service terms and conditions overleaf. I confirm that all the information supplied in support of my application is correct and that by signing this form constitutes a contractual membership agreement with the CPD Certification Service Ltd.

Signature						
Print Name		Date				

PAYMENT DETAILS

Please indicate payment method

BACs Payment

Cheque

BACS PAYMENT DETAILS

Bank Name	NATWEST, 1 THE MALL, EALING, LONDON, W5 2PL
Account Name	THE CPD CERTIFICATION SERVICE LIMITED
Account Number	87514680
Sort Code	60-07-10
Quote Reference	[Your organisation name + date]

For Cheque payments, please make cheque payable to:

The CPD Certification Service Limited

Postal Address

The Coach House, Ealing Green
London W5 5ER
United Kingdom

THE CPD CERTIFICATION SERVICE – MEMBERSHIP TERMS AND CONDITIONS

This document (together with any documents referred to in it) sets out the terms and conditions (Conditions) for membership of the CPD Certification Service (CPD Service) operated by the CPD Certification Service Limited (Company, we). By applying for membership of the CPD Service you indicate that you accept these Conditions and that you agree to abide by them.

1. BECOMING A MEMBER

1.1 If you wish to become a member of the CPD Service (Member), you must complete our application form, which is your offer to join the CPD Service. If your membership is accepted by us (in our sole discretion), you will receive email confirmation from us.

1.2 Please note that the membership of the CPD Service is open to businesses and organisations only. We do not offer membership to individuals. As we do not deal with consumers, there is no cooling off period in which you can cancel your membership. This does not affect your statutory rights.

1.3 Membership is particular to your organisation, the Member, and you are not allowed to transfer, assign or otherwise deal with any or all of your rights and obligations under these Conditions without our prior written consent.

2. DURATION OF MEMBERSHIP

2.1 Membership of the CPD Service is on an annual basis, subject to payment of an annual subscription fee (Subscription Fee).

2.2 Your membership is for an initial 12 month period and it shall automatically renew for further 12 month periods unless and until either party gives written notice to the other not later than three months before the end of the initial period or of any renewal period to terminate your membership at the next renewal date. We may also terminate your membership earlier, in accordance with the provisions of clause 6.

2.3 Any other rights regarding cancellation and refunds will be at our sole discretion.

3. SUBSCRIPTION FEES

3.1 Payment of the Subscription Fee shall be made annually in advance (together with any applicable VAT or similar tax) (Subscription Fee). The initial Subscription Fee payment must accompany your application or will be invoiced upon receipt of the application, with full settlement due within 28 days.

3.2 We will send you an invoice for the Subscription Fee for subsequent years in advance of your next annual renewal date. If we propose to alter the Subscription Fee and/or make significant changes to the CPD Service we shall notify you in writing not less than three months prior to your next annual renewal date.

3.3 If you fail to pay any Subscription Fee on the due date, we may, without prejudice to any other remedies: (i) suspend your membership of the CPD Service until payment has been made in full; and/or (ii) charge you interest on outstanding sums at the rate of 4% above the base lending rate of the Bank of England, accruing on a daily basis until the actual date of payment, whether before or after any judgment.

4. TRADE MARKS

4.1 You acknowledge that all intellectual property rights in any trade marks used by the Company in the CPD Service are owned by or licensed to the Company, including (but not limited to): 'The CPD Certification Service', 'CPD Certified' and 'CPD Membership' (Company Trade Marks).

4.2 We hereby grant you a non-exclusive and non-transferrable licence to use such Company Trade Marks solely for the purposes of your membership of the CPD Service in accordance with these Conditions.

4.3 You undertake to follow all our Instructions given from time to time in respect of the permitted use of the Company Trade Marks and any of our other intellectual property rights.

You will be provided with a copy of our current guidelines for use of the Company Trade Marks with your membership pack, but we reserve the right to update such guidelines.

4.4 We reserve the right to terminate immediately your right to use any or all of the Company Trade Marks by giving you written

notice if, in our reasonable opinion, your continued use could be prejudicial to the reputation or interests of the Company and/or its other Members.

5. CERTIFICATION SERVICES

5.1 Where you ask us to review any CPD materials submitted by you (CPD Materials) as part of the CPD Service as being suitable for use of our 'CPD Certified' accreditation, you acknowledge that we are not reviewing the technical content, accuracy or completeness of such CPD Materials themselves. Our review is limited to assessing whether, in our opinion, such CPD Materials are suitable for further learning purposes and comply with our general guidelines on the use of training materials for further learning purposes.

5.2 We, the Company, disclaim all liability for the content and use of any CPD Materials by you or by any third party, whether or not they bear any Company Trade Marks.

5.3 You shall not be permitted to use the 'CPD Certified' accreditation in relation to any CPD Materials without our prior written agreement and such acceptance shall be in our sole discretion and subject to review by us at any time.

5.4 You retain all intellectual property rights in your CPD Materials and you grant us a licence to use such CPD Materials to the extent required to allow us to perform our obligations under these Conditions.

5.5 You shall indemnify us against all costs, claims, damages, losses and expenses arising as a result of any claim or action that the CPD Materials infringe any third party's intellectual property rights, infringe any other rights or if they are in any way unlawful.

6. TERMINATION OF MEMBERSHIP

6.1 We may terminate your membership of the CPD Service immediately by giving you written notice if:

(a) you are in breach of these Conditions and (if such breach is remediable) you fail to remedy the breach within 14 days of us requesting such remedy in writing;

(b) you are unable to pay your debts as they fall due, you propose (or enter into) any compromise with your creditors, any steps are taken for your winding up, the appointment of an administrator, administrative receiver or receiver, or a creditor enforces any process against all or any part of your assets (or similar or equivalent circumstances arise in any other jurisdiction).

6.2 Upon termination of your membership all rights and licences granted to you under these Conditions automatically cease and you are required to cease all use of the Company's Trade Marks and other intellectual property rights.

7. OUR LIABILITY

7.1 To the fullest extent permitted by law, we, the Company, and any third parties connected to us:

(a) shall not be liable to you, the Member, for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from your exercise of any membership or other rights granted to you under these Conditions;

(b) hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or equity.

7.2 Nothing in these Conditions shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence or for fraud.

7.3 Subject to clauses 7.1 and 7.2, our aggregate liability to you in respect of claims arising out of or in connection with these Conditions or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed

200% of the total Subscription Fee payable by you in the year in which the claim arises.

8. INDEMNITY

8.1 You, the Member, shall indemnify us, the Company, against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation, and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with any breach of these Conditions by you, including (but not limited to) any breach of any provisions relating to the licensing of the Company's Trade Marks or other intellectual property to the Member) or out of our use, review and accreditation of any CPD Materials.

9. CONFIDENTIALITY

9.1 Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 9.2.

9.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause and

(b) as may be required by law, court order or any governmental or regulatory authority.

9.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under these Conditions.

10. GENERAL

10.1 These Conditions and the documents referred to in them constitute the whole agreement between the Company and the Member and supersede all previous agreements between them relating to their subject matter.

10.2 You acknowledge that, on applying to be a Member, you have not relied on and shall have no right or remedy for any statement, representation or warranty other than as expressly set out in these Conditions. Nothing in this clause shall limit or exclude any liability for fraud.

10.3 No variation of these Conditions shall be effective unless in writing and signed by the Company and the Member.

10.4 No person other than the Company or the Member shall have the right to enforce these Conditions.

10.5 Nothing in these Conditions establishes any partnership or joint venture between the parties, constitutes either party the agent of another party, nor authorises either party to make or enter into any commitments on behalf of the other.

10.6 No failure or delay by us in exercising (or partial exercise of) any right or remedy available to us under these Conditions or at law shall constitute a waiver of that right or remedy or restrict its further exercise.

10.7 If any court or competent authority finds any provision of Conditions to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed to be deleted, and the remaining provisions of these Conditions shall not be affected. If any relevant provision would become valid, enforceable or legal if part of it were deleted, it shall apply with the minimum modification necessary to make it legal, valid and enforceable.

10.8 These Conditions (and any related disputes or claims) shall be governed by and construed in accordance with English law and the parties hereby irrevocably agree to the exclusive jurisdiction of the English court.