

**The Health Food Manufacturers' Association**  
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## **Health Food Manufacturers' Association (HFMA) Membership Terms and Conditions**

**When you submit your HFMA application form or renew your Membership with HFMA, you [the Company/Member] agree to follow the HFMA Membership Information Manual, Terms and Conditions, Articles of Association, Policies and Procedures.**

Please contact the HFMA Secretariat for copies of these documents:  
[hfma@hfma.co.uk](mailto:hfma@hfma.co.uk).

### **1. Membership Terms and Conditions**

#### **2. Who we are.**

- 2.1. These terms and conditions, together with the Membership Application Form (the "Application Form") (together being the "Terms") form the basis of the contract through which Health Food Manufacturers Association ("HFMA", "we", "us" or "our") will deliver our membership services (the "Services" or "Membership") to the Member Company ("Member", "you") as a member of the HFMA. Any definition of the HFMA in these Terms may, at HFMA's discretion (and upon notice to you) also refer to all of HFMA's designated subsidiaries, affiliates, partners, licensees, franchisees and/or any other connected entities as may be notified to you from time to time.
- 2.2. The HFMA is a Non-For-Profit Corporation, and its Company number is 5873676. Our registered office is 1 Wolsey Road, East Molesey, Surrey KT8 9EL. You can contact our Secretariat at [hfma@hfma.co.uk](mailto:hfma@hfma.co.uk) or by writing to the HFMA's Company Secretariat, HFMA, 1 Wolsey Road, East Molesey, Surrey KT8 9EL.
- 2.3. Please read these Terms carefully before applying to become a Member of the HFMA. In consideration of us accepting your application to become a Member and enabling you to access the Services, you agree to be bound by these Terms.
- 2.4. These Terms are to co-exist with HFMA's Articles of Association.

### **3. Membership and your contract with us**

- 3.1. When you click to submit your Application Form online, post, or email us with details of your application to be a Member or renew your existing Membership by sending payment for your Membership Fee, you are making an offer to subscribe to the Services in accordance with these Terms.
- 3.2. Our acceptance of your offer will take place once:
  - 3.2.1. The HFMA Council has approved your membership.

- 3.2.2. Payment of the Membership Fee (as defined in clause 6) has been received by us for the Services in full, or the Direct Debit instruction or Continuous Payment Authority has been verified.
- 3.2.3. Our internal checks have been completed to our reasonable satisfaction.
- 3.2.4. We confirm in writing (usually by e-mail to the e-mail address specified in your Application Form) our acceptance of your application to be a Member.
- 3.3. at which point a contract will come into existence on these Terms between the Member Company and the HFMA (whether or not you have specifically signed these Terms) (the "Commencement Date"). Please note that our acknowledgement that your Application Form has been received and is being processed should not be treated as confirmation that the contract between you and the HFMA has been formed.
- 3.4. You acknowledge and agree that the Member Company is not in financial distress, insolvent, or are not undischarged bankrupt and you undertake to inform the HFMA Company Secretariat without delay if this position ever changes.
- 3.5. If we accept your application to be a Member, but it subsequently turns out that any or all of the information provided by you was misleading or false, we reserve the right to revoke your Membership with immediate effect, without the right of appeal and clause 10 will apply.
- 3.6. We reserve the right to refuse any Membership Application at our discretion. If we refuse your Membership Application, we will inform you of our decision to do so as soon as reasonably practicable.
- 3.7. Subject to any early cancellation or termination rights in accordance with these Terms, your Membership will start on the Commencement Date. HFMA's Membership runs from January to December, if you join once the year has begun, the fee will be pro-rata.
- 3.8. Membership of the HFMA is on a Company basis only. Please see our website for further information. However, you may not transfer your Membership to or share your access to any Services with or, forward any HFMA Communications (outside of your organisation), save HFMA Communications for personal use, or share your HFMA login details with, any other individual or company. All employees from Member companies are required to have their own personal HFMA login details with a company email address.
- 3.9. All updates and membership information will be sent via email and/or post. Communications will be sent to you at the email or postal address specified in your Application Form. We encourage other Member Company employees to sign up to our Communications on the HFMA website. We accept no responsibility or liability if you do not update the details specified in your Application Form with your current email and/or postal address.
- 3.10. These Terms and conditions, along with the Articles of Association, HFMA's Member Information Manual, Company Policies, Code of Advertising Practice (CAP) and Code of Advertising Practice Botanicals (CAPB) (the "Rules and Regulations"), set out your obligations. Copies of the Rules and Regulations are available from HFMA's Company Secretariat ([hfma@hfma.co.uk](mailto:hfma@hfma.co.uk)) and/or on our website. We may update the Rules and Regulations at any time. Where feasible, we will consult with our Members prior to making any changes to the Rules and Regulations. In any case, we will notify Members of any such changes via e-mail and as a statement on our website.

#### **4. Cooling off period**

- 4.1. We offer a 14-day cooling off period ("Cooling Off Period") for new Member Companies, effective from the Commencement Date. During this Cooling Off Period, you will be allowed to change your mind and cancel your Membership. If you wish to cancel your Membership, we must receive notification from you within the Cooling Off Period in writing or by email.
- 4.2. In the event of you exercising your rights during the Cooling Off Period, where you have been issued with a welcome pack and/or any other documentation or benefits, this must be returned to us within 7 days of the date you cancel your Membership, in the same condition as it was received. You will be liable for the cost of postage and packing applicable to the return of the welcome pack, as well as the cost of any Services that you use prior to your Membership being cancelled (such cost to be determined by the HFMA, acting reasonably). The remainder of your Subscription Fee (the "Membership Fee") will be refunded to you.

#### **5. Membership benefits**

- 5.1. Subject always to these Terms, the details of our current Membership benefits are set out on our website: <https://hfma.co.uk/about-us/memberbenefits/>.
- 5.2. Use of any Membership Benefits is strictly limited to named Member Companies and their employees only.
- 5.3. We may change and/or withdraw any and all Membership Benefits that apply to your Membership at any time. We will provide you with 30 days' notice in advance of any changes to the Membership Benefits which we consider will materially disadvantage you, or materially impact on the Membership held by you.

#### **6. Payment of the Membership Fee**

- 6.1. The fees for the Services consist of a "Membership Fee".
- 6.2. The "Subscription Period" is defined as the period between January to December, of each calendar year.
- 6.3. The Membership Fees and any payment terms will prevail at all times in relation to all orders for HFMA Services.
- 6.4. The Membership Fees and due payments for HFMA services have a 30-day payment term. Quotations or estimates issued by an HFMA will prevail in relation to orders for Services that are placed via email, online/website form, verbally or by post.
- 6.5. We may update the Membership Fees and payment terms set out in the Terms, and Rules and Regulations, on our website and our Application Form at any time. Any quotation by an HFMA representative will only be valid for 14 days from the date on which it is made.
- 6.6. Members must advise HFMA of any changes to your company turnover to ensure the validity of their subscription and ensure they are in the correct banding level.
- 6.7. The Membership Fee is non-refundable after the Cooling Off Period has ended.
- 6.8. No rights are conferred on any person or company who is not a party to these terms and conditions.

- 6.9. Where a company is part of a group of companies, as a subsidiary or parent company, each business in that group may apply for Membership individually or the parent company may apply on behalf of all group companies. Subscription fees will be negotiated on a case-by-case basis.
- 6.10. The Membership Fee you pay is fixed during the term of a Subscription Period; we may increase it on renewal in accordance with clause 11. If we discover an error in the price of your Membership, we will inform you as soon as is reasonably possible.
- 6.11. Before your Membership can be accepted, we must receive payment for the Membership Fee in full (by cheque, credit/debit card or bank transfer), or you must have successfully set up a Direct Debit instruction.
- 6.12. If your Direct Debit instruction is cancelled during the Subscription Period, you are liable to pay us for the outstanding amount of the Membership Fee in full immediately by an alternative payment method (or by way of a new Direct Debit instruction, at our sole discretion). By way of example, if you have opted to pay your Membership Fee by 12 instalments if your Direct Debit is cancelled after 4 monthly instalments, you will be liable to immediately pay the sum of the remaining 8 monthly instalments (the outstanding Membership Fee) by an alternative payment method. Further details about paying your Membership Fee by Direct Debit are provided in clause 9.
- 6.13. All prices are expressed exclusive of any VAT payable unless otherwise stated.
- 6.14. If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of HSBC Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount whether before or after judgment. You must pay us interest together with any overdue amount.
- 6.15. Membership Fee and HFMA Subscriptions are on an automatic renewal basis (as defined in clause 6).
- 6.16. All members shall pay to the Association, and as called upon in every subsequent year, a subscription of such amount as the Council may determine from time to time.

## **7. Payment of HFMA Professional Service Fees**

- 7.1. By Sending a requesting email or by completing the order form and clicking on the "Submit" button, you are offering to buy the services listed in your order and on HFMA's website as per our CLEAR CHECK Service Level Agreement, subject to these Terms and Conditions. Upon receipt of your email and/or order form, we will confirm the availability of the services in your order and notify you if there have been any changes in the price of the goods and/or services you have ordered.
- 7.2. HFMA reserves the right not to accept your order and no contract will arise between you and HFMA until HFMA has sent you an email confirming receipt of your email/order form.
- 7.3. If HFMA is unable to provide you with any services for any reason, we will inform you of this by email and we will not process your order and you will not be invoiced.
- 7.4. All Service fees are listed on the HFMA website and in the CLEAR CHECK Service Level Agreement are exclusive of VAT and delivery charges, where applicable.

- 7.5. All invoices are issued at the end of each calendar month and are payable within 30 days of receipt.
- 7.6. The goods and services advertised on and provided through HFMA's website are offered and provided on an "as is" and "as available" basis. Save as specifically set out in this clause 7, no warranties, conditions, or representations of any kind, express or implied, are given on HFMA's website or in these Terms and Conditions and no oral advice or other written information, not incorporated within these Terms and Conditions, shall be deemed to create a warranty.
- 7.7. HFMA warrants that it shall provide such services with reasonable skill and care.
- 7.8. Non-Member companies are required to pay a proforma for an estimate of services provided by an HFMA employee before HFMA proceeds with the requested service order. Proformas are non-refundable.
- 7.9. Failure to pay for Services provided by HFMA will result in being backlisted from all HFMA services until the funds have been cleared.

## **8. Card payments**

- 8.1. HFMA can take credit card payments via email by emailing our secretariat at [hfma@hfma.co.uk](mailto:hfma@hfma.co.uk). You must ask for the cardholder's permission before making the payment.

## **9. Direct Debit payments**

- 9.1. You can pay the Membership Fee by way of annual or monthly instalments by Direct Debit. Please note that if you wish to set up a regular payment of your Membership Fee by Direct Debit you will need to follow the below process.
  - 9.1.1. The setup of a Direct Debit requires an **authorised bank signatory**.
  - 9.1.2. To initiate the process, contact us at [hfma@mhrconsultancy.co.uk](mailto:hfma@mhrconsultancy.co.uk).
  - 9.1.3. Upon contact, you will receive an email containing a link with detailed instructions. To complete the setup, this link must be forwarded to the authorised bank signatory.
  - 9.1.4. The authorised bank signatory will be responsible for completing the online Direct Debit setup.
  - 9.1.5. Once successfully set up, Direct Debits will be collected on the 11th day of each month in accordance with these terms.
- 9.2. If you arrange for your Membership Fee to be paid for by way of annual or monthly Direct Debit instalments, payment will be automatic through your bank or building society. For new applications, payment(s) will be collected as per your Direct Debit mandate and instructions to us and in accordance with this clause 9.
- 9.3. You agree that your Membership is for the entire duration of the Subscription Period (12 months), even if you are paying your Membership Fee by way of Direct Debit instalments.
- 9.4. If you set up a Direct Debit instruction for payment of your Membership Fee, but your Direct Debit is subsequently cancelled by you, or by us (see clause 9.5 below) before the full amount of the Membership Fee is paid, the outstanding amount of your Membership Fee shall become due immediately and must be paid by an alternative

payment method. We may, at our sole discretion, agree that the outstanding amount of the Membership Fee can be paid by way of a new Direct Debit Instruction.

- 9.5. We will attempt to collect your Direct Debit instalments on the agreed date(s). If we cannot collect payment, your Direct Debit payment plan will terminate immediately and you will have to pay the outstanding Membership Fee by way of an alternative payment method, in accordance with clause 9.4 above.
- 9.6. If you miss a Direct Debit payment or a Direct Debit payment is late, you may be required to pay us an administrative charge of £25.
- 9.7. If you change your bank / current account provider, as part of the transfer you must ask your new bank to switch your existing Direct Debit instruction over to your new account to ensure instalments are not missed. Please speak to your new bank account provider in the first instance before contacting us.
- 9.8. Please note that once your Direct Debit instruction has been cancelled it is not possible to reinstate it unless we agree that a new Direct Debit instruction can be set up.
- 9.9. If an error has been made in the payment of your Direct Debit by us or your bank/building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society. If you receive a refund, you are not entitled to, you must pay it back when requested to do so by us.
- 9.10. The direct debit will continue into the next Membership Fee Subscription Period unless cancelled as per clause 10, we will inform you via email of any changes in the Membership Fee as per clause 6.

## **10. Cancellation and refunds**

- 10.1. You may cancel your Membership at any time. However, you agree that save for cancellations occurring within the Cooling Off Period, you are liable to pay us for the Membership Fee for the entire Subscription Period and there will be no refund due to you of your Membership Fee or any other costs if you cancel your Membership prior to the end of the Subscription Period. You agree that any element of payment for the Subscription Period which is outstanding when you cancel your Membership shall be immediately recoverable by us from you as a debt (by whatever means and whether by us or via any other individual or entity, determined by us at our complete discretion).
- 10.2. Upon cancellation of HFMA Membership, HFMA has the right to change any HFMA, CLEAR CHECK or any due Service Payments to Non-Member rates, this is entirely at our discretion.
- 10.3. Members must inform HFMA in writing by emailing the HFMA Secretariat ([hfma@hfma.co.uk](mailto:hfma@hfma.co.uk)) by the 31st of December, the prior year before the Subscription Period has begun if you wish to leave membership. If you wish to leave Membership during the Subscription Period, you are liable to pay us the Membership Fee for the entire Subscription Period.
- 10.4. If we do not receive your Membership Fee, Member Companies will be automatically removed from Membership but could still be required to pay the Membership Fee if HFMA hasn't received the due termination of Membership notice as per clause 10.

- 10.5. Member Companies who have been removed from Membership and wish to rejoin will have to re-complete the HFMA Membership Joining Process.
- 10.6. If you leave Membership in arrears, the Membership Company, Company owners and Directors will be blacklisted from all HFMA services until the debts have been cleared.

## **11. Renewal of your Membership**

- 11.1. Prior to the end of your Subscription Period, we will send you a reminder that your Membership is due for renewal; that reminder will specify the amount of the Membership Fee on renewal.
- 11.2. If you are paying your Membership Fee by Direct Debit and you would like to cease to be a Member at the end of your Subscription Period, then you should notify us that you no longer wish to be a Member and cancel your Direct Debit payments. If you do not notify us that you no longer wish to be a Member, or if you do not notify your bank/building society that you wish to cancel the Direct Debit payments at the end of the Subscription Period, and you continue to pay the HFMA in accordance with these Terms, you agree that the HFMA may treat this payment as a payment to renew your Membership for a further Subscription Period.
- 11.3. If you paid your Membership Fee in full at the start of the Subscription Period (rather than by Direct Debit), you need to pay a new Membership Fee on or before the date on which your Membership is due for renewal, otherwise your Membership will lapse. You do not need to actively renew your Membership as we take the payment as confirmation of renewal.
- 11.4. Any renewal by you is subject always to your right to change your mind about the Renewal in accordance with the Cooling Off Period conditions set out at clause 3 (save that in the case of a renewal, the 14-day cooling off period referred to in clause 3 shall apply from the date on which your Subscription Period comes to an end).
- 11.5. Your entitlement to renew your Membership is subject always to payment of the applicable fees and your continued compliance with these Terms, including (without limitation) the Rules and Regulations.

## **12. Member Conduct**

- 12.1. As a Member, the Company must conduct itself, both publicly and privately, in a professional manner and not do anything, or permit anything to be done, that may cause any harm or loss to the HFMA's goodwill, reputation or professional standing.
- 12.2. The Company must not do or permit anything to be done to any other HFMA Member, member of HFMA staff, HFMA consultant or contractor and/or any third party company or individual who is engaged by or on behalf of the HFMA or is closely connected to the HFMA that may in the HFMA's opinion be considered to be inappropriate, distressing, disrespectful, obscene, embarrassing or otherwise offensive.
- 12.3. Your use of any online Membership Benefits or Services is conditional on your undertaking to not (a) knowingly introduce any viruses to the HFMA website or the HFMA's mobile applications, including, without limitation hfma.co.uk, and mobile applications and other HFMA managed websites and mobile applications as may be produced (together referred to as the "Website") or any aspect of our Services; (b)

attack (or instigate or directly or indirectly facilitate an attack of) the Website or any aspect of the Services, whether via a DOS or DDOS attack or otherwise; or (c) use the Website or Services for any purpose or in connection with any purpose which is or could reasonably be perceived to be inappropriate, unlawful, abusive, libelous, obscene or threatening.

**13. Advertising, websites, and use of HFMA trademarks/Intellectual Property**

- 13.1. For so long as you are a Member, subject always to your compliance with these Terms, you may state on your website and publicity/marketing materials that you are a Member of the HFMA by displaying the HFMA Member Crest but you must not use the HFMA logo, or any other HFMA branding (including, without limitation, CLEAR CHECK branding, logo, colour palette and any other distinct and/or identifying marks) (the "Marks") or in any way imply that you are employed or engaged or endorsed by the HFMA unless this is the case, without our prior written consent. If you obtain our permission, you must exercise it in accordance with our reasonable instructions and the branding guidelines imposed by the HFMA from time to time, and in a way that is fair, reasonable, and lawful and does not suggest any form of association, approval or endorsement on our part where none exists. You must not do, or omit to do, any act that will or may weaken, damage or be detrimental to the Marks or the reputation or goodwill associated with the Marks or with the HFMA, or that may invalidate or jeopardise any registration of the Marks. All goodwill derived from your use of the Marks, in accordance with this clause, shall accrue to the HFMA. We reserve the right to withdraw any permission given pursuant to this clause at any time.
- 13.2. The HFMA Member Crest can be used by members on trade and business-to-business communications such as advertising, leaflets, and marketing material to show evidence of membership and support of the HFMA. In addition to trade advertising, the HFMA's Member Crest can also be used on company stationery and websites but is not to be used in consumer advertising or marketing communications. The HFMA's Member Crest should be positioned within proximity of the company name, and use of the HFMA's Members Crest does not imply approval or accreditation for products, claims or marketing messages. Copies of how the HFMA's Member Crest is intended to be used should be submitted to CLEAR CHECK for prior approval [CLEARCHECK@hfma.co.uk](mailto:CLEARCHECK@hfma.co.uk).
- 13.3. If you leave Membership you are required to remove the HFMA Member Crest from all communications immediately. If you are asked to remove the HFMA Logo or Membership Crest you will have 30 days to do so before we take legal action.
- 13.4. You must not claim to represent publicly the views of the HFMA or to claim its support, without the prior written consent of the HFMA's Director General ("Director") (or of an officer or employee nominated by the Director for such purpose). You must not hold out or represent that your main place of business, correspondence address or registered business address is 1 Wolsey Road, East Molesey, Surrey KT8 9EL or any other HFMA address save as specifically authorised in writing by the HFMA.
- 13.5. The copyright and all other intellectual property rights in all information, text, imagery, content, and materials made available to you in connection with your Membership

and/or via the Website (the "Materials ") belong to the HFMA and its licensors.

Materials may be used for commercial use and not for personal use. You agree to abide by all reasonable instructions and restrictions imposed by the HFMA from time to time in respect of your use of the Materials. Links to third-party websites are provided for the convenience of our members only and the HFMA is

- 13.6. not responsible in any way for and has no liability in respect of the content or operation of such websites or the associated organisations. You are responsible for taking any security measures necessary when using the Website (for example, by keeping your login details secure).
- 13.7. Our press releases may be used in press articles, you are not authorised to:
  - 13.7.1. copy, modify, reproduce, re-publish, sub-license, sell, upload, broadcast, post, transmit or distribute any of the Materials without our prior written consent.
  - 13.7.2. use the Materials for any purpose other than for that which they are intended.
  - 13.7.3. remove any copyright or other HFMA notice on the Materials; or
  - 13.7.4. modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the Website.
- 13.8. We make no warranties or representations as to the accuracy, timeliness, performance, completeness, or suitability of the Materials for any particular purpose. You acknowledge that such Materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. You should independently verify any information before relying on it. Any communications made by any member or non-member of the HFMA on the Website or in any other form of media or forum (including any verbal, written and non-verbal communications) is the view of that individual alone and not of the HFMA.
- 13.9. A failure to comply with this clause 13 shall constitute a material breach of these Terms and we reserve the right to terminate your Membership in accordance with clause 16. In such circumstances, you will not be entitled to a refund of any kind.

#### **14. Liability**

- 14.1. HFMA provides Services for commercial or business use and not for personal use or for any re-sale purposes, and you agree that we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.
- 14.2. If HFMA fails to comply with these Terms, HFMA is responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence (that means that it is an obvious consequence of our breach, or that it was contemplated by you and us at the time you became a Member), but we are not responsible for:
  - 14.2.1. any loss or damage that is not foreseeable.
  - 14.2.2. any loss or damage arising from your use of Membership Benefits which are provided by an external provider / third party other than the HFMA (provided that the loss or damage is not a result of a breach of these Terms by us);
  - 14.2.3. you misuse the Website or any other part of the Services in any way (including you undertaking any inappropriate, unlawful or immoral activity and/or any activity which could harm the HFMA and/or bring the HFMA's reputation or that of its members, officers or employees, into disrepute);

- 14.2.4. Or us or other HFMA members, acting on materials or communications which purport to have been made by or on behalf of you but which have been created or sent by (i) a third party purporting to act in your name, or (ii) a person who has lawful access to the Services but who exceeds his or her authority, regardless of whether such losses arise in contract, tort, negligence, breach of statutory duty or otherwise.
- 14.3. Nothing in these terms and conditions shall exclude or limit any person's liability where it would be unlawful to do so. This includes for death or personal injury caused by a person's negligence, or any person's liability for fraud.
- 14.4. Except as specified in these Terms, all express or implied conditions, terms, representations or warranties (whether implied by statute or otherwise) are hereby excluded to the maximum extent permitted by law.
- 14.5. These Terms do not and shall not affect your statutory rights as a consumer.

## **15. Data Protection**

- 15.1. By entering into these Terms you acknowledge that we will collect and process your data as necessary for our performance of these Terms on the basis set out in our Privacy Policy in force and available on our website and from our Company Secretariat <https://hfma.co.uk/Privacy-Policy>.
- 15.2. By giving us this information you are agreeing that we can contact you from time to time (by telephone, email, SMS text message, or post), with information related to services, products, and events that we have available to our Members.

## **16. Termination/Suspension of Membership**

- 16.1. Without affecting any other rights and remedies which we may have and without liability to you for any losses which may result, we may terminate your Membership of the HFMA immediately, or suspend your entitlement to any of the Services, if:
  - 16.1.1. in our sole opinion, Members materially or repeatedly breach any of these Terms and Conditions or fail to adhere to the Rules and Regulations.
  - 16.1.2. Members become bankrupt or insolvent, or bankruptcy and/or insolvency proceedings are instigated against your Company.
  - 16.1.3. the HFMA has reasonable grounds to believe that the Member is unable to pay the HFMA for your Membership.
  - 16.1.4. The Member fails to make any payment to the HFMA on the date on which it falls due and payable in accordance with these Terms and/or the Application Form and/or within seven days of us reminding you that payment is due: or
  - 16.1.5. We are required by any applicable law or regulation (including the Rules and Regulations) and/or a reasonable request from the Council and/or any committee nominated by the Council to terminate your Membership with us.
- 16.2. If we terminate your Membership for any of the reasons set out in clause 16, unless otherwise authorised by or on behalf of the Council in writing:
  - 16.2.1. your right to use HFMA's Website and the Services shall cease with immediate effect, and HFMA may take all steps as we consider necessary to implement this (including, without limitation, terminating your access to and use of any

membership-only areas of the HFMA's website and Services and invalidating any relevant access details);

- 16.2.2. The Company shall not hold itself out as being a member of the HFMA;
- 16.2.3. The Company shall immediately pay to the HFMA all of the HFMA's outstanding unpaid fees (including the Membership Fee) in accordance with these Terms; and
- 16.2.4. The Companies your access to the HFMA's Digital Academy will cease, unless you have booked onto a course, in which case you may, at the HFMA's discretion (acting reasonably and taking into account the reason for termination), retain access only to course-related areas.

### **17. Termination for whatever reason of these Terms shall not affect;**

- 17.1.1. any rights, liabilities or obligations which accrued before such termination (including without limitation the right to claim damages in respect of any breach of the Terms which existed at or before the date of termination);
- 17.1.2. any right to payment of fees; and
- 17.1.3. any of these Terms that are expressly or by implication intended by HFMA to continue in force on or after termination of these Terms.
- 17.1.4. If we need to terminate your Membership immediately, or suspend your access to any of the Services, for any of the reasons set out in clause 16, we will inform you of our decision to do so as soon as reasonably practicable.

### **18. Changes to these terms**

- 18.1. We may update these Terms at any time to reflect changes in or to:
  - 18.1.1. relevant laws or regulatory requirements;
  - 18.1.2. security, technical or operational issues;
  - 18.1.3. the operation of our Websites and/or Services; or
  - 18.1.4. our business;
- 18.2. If we update these Terms, we will post a revised version of the Terms, and a summary of our changes, on our website. We may also e-mail you with information on those changes.

### **19. Member Complaints and Feedback**

- 19.1. If you have any complaints, please send them to us at the address given in the 'Contact us' section of our Website or send them to [hfma@hfma.co.uk](mailto:hfma@hfma.co.uk). We would like to hear from you so we can continue to improve our service.

### **20. General**

- 20.1. These Terms and conditions constitute the entire agreement between Members and the HFMA. Any advertising or descriptions of the Services (for example, on our website) are published for illustrative purposes only and shall not form part of the Terms.

- 20.2. You agree that we may transfer our rights under these Terms to any company, firm or person provided that your Membership will not be adversely affected as a result of such transfer. If we need to, we will contact you in advance of such a transfer.
- 20.3. Any failure or delay by us to action a breach by you of these Terms shall not constitute a waiver of any rights and remedies we have in respect of such breach. For example (without limitation) if you miss a payment and we do not chase you but continue to provide the Services, we can still require you to make the payment at a later date.
- 20.4. We shall not be responsible for any breach by the HFMA or any third party, where such breach is caused by circumstances beyond our reasonable control. When we say "circumstances beyond our reasonable control", we mean any act or event beyond our reasonable control and which is not attributable to any act or failure to take preventative action by us (including, for example, a terrorist attack or threat of terrorist attack, a natural disaster, a failure of public or private telecommunications networks or impossibility or the use of any means of public or private transport). If a breach is caused by circumstances beyond our reasonable control, we will contact you as soon as reasonably possible to notify you of it, and our obligations under these Terms will be suspended for the duration of those circumstances.
- 20.5. These Terms govern the relationship between you and us. No other person shall have any rights to enforce any of the Terms.
- 20.6. Unless otherwise expressly stated in these Terms, all notices from you to us should be sent by post (recorded delivery only) to the HFMA's registered office, 1 Wolsey Road, East Molesey, Surrey, KT8 9EL, or directed to [hfma@hfma.co.uk](mailto:hfma@hfma.co.uk). We may send any notice to you under these Terms by email or by post to the email address and/or postal address that we hold on file for you.
- 20.7. We will do our best to resolve any disputes over these Terms. These Terms, their subject matter and their formation, are governed by the laws of England and Wales. However, if you are a consumer and resident of any European Union country and or the Company is registered in any European Union country, you will benefit from any mandatory provisions of, and legal rights available to you under the laws of that country. Nothing in these Terms affects your rights as a consumer to rely on these local law mandatory provisions and legal rights.
- 20.8. Members and HFMA both agree that these Terms are subject to the non-exclusive jurisdiction of the courts of England and Wales. However, if you are a resident of any European Union country, you may also bring proceedings in that country.
- 20.9. In the event of a breach by these Terms of any of your statutory rights in force from time to time, it is agreed that your statutory rights will at all times prevail.
- 20.10. Each of the paragraphs of these Terms operates separately. If a court finds part of these Terms is illegal, the rest will continue in full force and effect.