



QAA Membership Terms and Conditions (Scotland, Wales and Northern Ireland)

The Quality Assurance Agency for Higher Education (QAA) - the independent body entrusted with monitoring and advising on standards and quality in UK higher education - is a company limited by guarantee incorporated in England and Wales with company number 03344784, and registered as a charity in England under charity number 1062746 and Scotland under charity number SC037786, with its registered office at Southgate House, Southgate Street, Gloucester, GL1 1UB ('QAA').

The following are the terms and conditions (the '**Terms**') between QAA and the Member (the '**Parties**') to which QAA has agreed to provide the Membership. These Terms, the Membership Agreement and the Terms of Use together form the basis of the Membership relationship. Defined terms used in these Terms are explained here:

www.qaa.ac.uk/docs/qaa/about-us/qaa-membership-definitions.pdf

1 General

1.1 Advice and guidance published by QAA as part of the Services is generic and is provided for information purposes only. Consultancy and advisory services can be purchased separately through QAA's Professional Services department.

1.2 The QAA Trademarks are the property of QAA and their use, including their reproduction, is subject to written permission by QAA, and is not permitted under this agreement.

1.3 The Member shall take responsibility for any User's use of the Services that is not in accordance with the Terms of Use or these Terms.

2 Obligations of QAA

2.1 QAA warrants that it has, and will maintain, all necessary licences, consents and permissions necessary for the performance of its obligations in relation to the Services.

2.2 QAA shall deliver the Services using reasonable skill and care to a standard that can be reasonably expected of a body with QAA's expertise and knowledge.

2.3 QAA shall use reasonable endeavours to ensure that the Services are accessible to the Member and its Users throughout the Membership Term but offers no guarantees in relation to the accessibility of the Services.

2.4 QAA reserves the right to amend the Services at any time without notice to the Member as long as such amendment does not fundamentally alter the substance of the Services.

3 Membership Resources

3.1 Users may access, use, print and download the Membership Resources according to the Terms of Use. Some Membership Resources are intended for Members only and are designated as such.

3.2 When you register as a user of QAA Membership services, we will contact you by email to keep you updated about QAA news and membership updates, events and activities. This is because our legal basis for processing is performance of a contract, as outlined in QAA's Privacy Notice. If you do not want to receive these communications, you can inform engage@qaa.ac.uk.

4 Membership Fee

4.1 The Membership Fee applicable for the first and any subsequent Membership Term will be confirmed annually in an invoice, which shall constitute an offer by QAA to supply the Services in accordance with these Terms.

4.2 The Member shall pay the invoice within 30 days of issue. Payment of the invoice shall constitute acceptance of the offer referred to at clause 4.1.

4.3 Access to the Membership Resources for the Member's Users will be granted from acceptance of the offer. Access will be disabled for all Users if the invoice referred to at clause 4.2 is not paid by the due date.

4.4 Subsequent Membership Terms will begin no earlier than 1 August (the 'Membership Start Date') irrespective of when payment for the Membership Term is received by QAA, and shall end on 31 July every year.

4.5 All Membership Fees are calculated without UK Value Added Tax ('VAT') on the basis that the Services are outside the scope of VAT. QAA reserves the right to charge VAT should it be deemed applicable.

4.6 The Member will not be entitled to any refund of the Membership Fee if the Member decides to withdraw their Membership before the end of the Membership Term.

5 Member Events

5.1 QAA will make all reasonable efforts to ensure that Member Events take place as advertised but reserves the right at its sole discretion to modify or cancel the date, timing, programme or any other aspect of a publicised event at any time.

5.2 Booking of and attendance at Member Events will be subject to QAA's event terms and conditions, as published from time to time.

6 Confidentiality

6.1 Each Party shall keep confidential (and shall procure that its employees, agents and Users, as applicable, shall keep confidential) any Confidential Information which it or they may acquire during the Membership Term, except for information which they may be entitled or bound to disclose under compulsion of law or where required by regulatory agencies or to their professional advisers where reasonably necessary for the performance of the Services.

6.2 The obligations of each of the Parties contained in sub-clause 6.1 shall continue without limit in point of time but shall cease to apply to any information coming into the public domain otherwise than by breach by any such Party of its obligations contained in these Terms.

7 Intellectual Property Rights

7.1 All Intellectual Property Rights arising out of or in connection with the Services, including in all Membership Resources, shall be owned by QAA, who shall hold such Intellectual Property for the benefit of and on behalf of Members collectively.

7.2 QAA grants to the Member a fully paid-up, worldwide, non-exclusive, revocable, non-transferable, non-assignable, royalty-free licence to use QAA's Intellectual Property Rights solely for the purpose of receiving and using the Services and subject to the terms set out below, and for no other purpose whatsoever (the 'Licence'):

7.2.1 the Member may use the Membership Resources for its own educational, research and internal business purposes, and those of its Users only; and

7.2.2 under the terms of the Licence, the Member may not make adaptations of or to the Membership Resources (including translation, adaptation, derivative work or other alteration derived from the original Membership Resources) without the prior written consent of QAA unless the Membership Resource in question specifies otherwise (that is, those which are subject to Creative Commons licences or specifically designed to be adapted for local use by Members).

7.3 Where applicable, the Member must keep intact all copyright notices for the Membership Resources together with any attribution notices as directed by QAA from time to time.

7.4 The provisions of this clause shall survive the termination or expiry of the Contract, howsoever arising.

8 Data protection

8.1 Each Party shall comply with all the obligations imposed on a controller under the UK Data Protection Legislation (any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 and the General Data Protection Regulation EU2016/679) and any material breach of the UK Data Protection Legislation by one Party shall, if not remedied within 30 days of written notice from the other Party, give grounds to the other Party to terminate this agreement with immediate effect.

8.2 Any personal information (as defined by the UK Data Protection Legislation) shared between the Parties in respect of the Contract shall be processed in accordance with the terms of QAA's privacy notice, as updated from time to time:

www.qaa.ac.uk/privacy-and-cookies

9 Limitation of liability

9.1 QAA shall not be liable for:

- a. any loss, injury, claim, liability, or damage of any kind resulting from, arising out of or any way related to: (i) any errors or omissions in the Services; (ii) any third-party content; (iii) the unavailability of the Services or any part thereof; (iv) the Member's use of the Services; or (v) the Member's use of any equipment or software in connection with the Services; or
- b. any special, direct, indirect, incidental, punitive or consequential damages of any kind whatsoever (including, without limitation, lawyers' fees) in any way due to, resulting from, or arising in connection with the use of or inability to use the Services.

9.2 Subject to the necessary exclusions required by law, QAA's total aggregate liability - whether in contract, tort, negligence, breach of statutory duty or otherwise at law - in respect of any one claim or series of linked claims under or in connection with the Contract, shall be limited to the sum equal to the Membership Fee properly paid and payable in the preceding year in which the claim or series of claims arose.

10 Variation

10.1 QAA may vary these Terms at any time subject to one month's prior notification in writing to the Member of such variation. For the avoidance of doubt, such notification shall be effective if sent by email.

11 Termination and Suspension

11.1 Membership may be terminated or suspended by QAA in the event of the following:

- a. The Member commits a material breach of QAA's Membership Principles;
- b. The Member can no longer demonstrate eligibility for Membership;
- c. The Member takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- d. The Member suspends or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
- e. If there is a change in ownership or the legal entity changes. The Member should inform QAA in the first instance.

12 Governing law

12.1 The Membership relationship and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of England and Wales.

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