



## QAA Membership Terms and Conditions (England)

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 and Additional Services (if applicable). 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 in our [Membership definitions](#).

### 1 General

- 1.1 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.
- 1.2 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.
- 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. QAA's [Privacy Notice](#) details QAA's legal basis for processing. If you do not want to receive these communications, you can inform [engage@qaa.ac.uk](mailto:engage@qaa.ac.uk).

## **4 Membership fee**

- 4.1 The Membership Fee, and the fees for any Additional Services applicable for the first and any subsequent Membership Term, will be confirmed annually in an offer by QAA to supply the Services in accordance with these Terms.
- 4.2 The offer shall be deemed accepted by the Member on receipt by QAA of confirmation of acceptance, which shall usually include the provision of a purchase order number. Following acceptance of the offer, QAA will issue an invoice for the Membership Fee and any applicable Additional Services fees. The Member shall pay the invoice within 30 days of issue.
- 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 is received by QAA, and shall end on 31 July every year. Before the end of each Membership Term, QAA will provide the Member with a Quote for the following Membership Term, and acceptance of the Quote by the Member's Nominated Representative shall constitute renewal of the Services in accordance with these Terms for an additional Membership Term.
- 4.5 Membership will terminate automatically at the end of the current Membership Term in the event of non-acceptance of an offer for the next Membership Term by the Membership Start Date.
- 4.6 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.
- 4.7 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 Additional services**

- 6.1 Further services can be commissioned that are not covered under this agreement and a separate Fee will become payable. Please contact [UKservices@qaa.ac.uk](mailto:UKservices@qaa.ac.uk) to request a proposal.

## **7 Confidentiality**

- 7.1 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.
- 7.2 The obligations of each of the Parties contained in sub-clause 7.1 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.

## **8 Intellectual Property Rights**

- 8.1 All Intellectual Property Rights arising out of or in connection with the Services, including in all Membership Resources and Additional Services, shall be owned by QAA, who shall hold such Intellectual Property for the benefit of and on behalf of Members collectively.
- 8.2 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 Additional Services (where applicable) and subject to the terms set out below, and for no other purpose whatsoever (the '**Licence**'):
  - 8.2.1 the Member may use the Membership Resources for its own educational, research and internal business purposes, and those of its Users only; and
  - 8.2.2 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.
- 8.3 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.
- 8.4 The provisions of this clause shall survive the termination or expiry of the Contract, howsoever arising.

## **9 Data protection**

- 9.1 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 U2016/679) 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.
- 9.2 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.

## **10 Limitation of liability**

- 10.1 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 or Additional Services (if applicable); (ii) any third party content; (iii) the unavailability of the Services or Additional Services (if applicable) or any part thereof; (iv) the Member's use of the Services or Additional Services (if applicable); or (v) the Member's use of any equipment or software in connection with the Services or Additional Services (if applicable); 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 or Additional Services (if applicable).
- 10.2 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.

## **11 Termination or 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.
- 11.2 Where Membership is suspended or terminated by QAA, the Member's access to the Services will be terminated with immediate effect.
- 11.3 Upon termination, the Member shall be entitled to payment of a pro-rata refund of the total Membership fee for the remaining Membership Term within 30 days of the date of termination.
- 11.4 Where Membership is suspended, QAA will not be liable for payment of any refund during the period of suspension.
- 11.5 The Confidentiality and Intellectual Property Rights clauses shall remain in effect after termination or suspension of the Membership Agreement.

## **12 Variation**

- 12.1 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.

## **13 Governing law**

- 13.1 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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