

We'd like to work with you

Here's what we propose

HSJ Enterprise Licence

Prepared for NHS England/Information

By Clare Angel -  Wilmington Healthcare

DocuSigned by:

17F29B60E0CF430...

Full Name: adrian snarr

15th February 2022 Job Title/Role: director of financial control

Date: 15/3/22

Version 1.0

Quotation

This QUOTATION is given on the TBC

Between;

1. Parties

- a. WILMINGTON HEALTHCARE LTD, a company registered under the laws of England and Wales under company number 02530185, whose registered office is located at 5th Floor, 10 Whitechapel High Street, London E1 8QS

Gareth Thomas
Full Name: Gareth Thomas

And

Job Title/Role: Managing Director

Date: 22 March 2022

- b. [NHSE/I], a company incorporated in England under company registration number [XXXXXXXX] whose registered office is 6th Floor, Skipton House, 80 London Road, London, SE1 6LH ("The Client")

Project Details

600 HSJ News licences at £78 each

Additional user licences for this contract can be purchased at a price of £78+VAT per user per licence for the remainder of the contract term

(Internal Wilmington Healthcare reference – W-1460452)

Timeframes

27/03/2022 – 26-03/2023

Cost

Item	Price (£)
HSJ News licences x 600	46,800
	The above cost is exclusive of VAT. (note invoice schedule if any)

Getting started

When you are happy to proceed with the proposed project, please sign to say you accept and return this document to us with a purchase order number.

NHS England

DocuSigned by:

Name:

Adrian Snarr

Date:

17F29B60E0CF430...

Person in company:

Full Name: adrian snarr

Job Title/Role: director of financial control

Signature:

Date: 15/3/22

Purchase order:

Wilmington Healthcare Ltd

DocuSigned by:

Name:

Gareth Thomas

Date:

6BCB10597B7F472...

Person in company:

Full Name: Gareth Thomas

Job Title/Role: Managing Director

Signature:

Date: 22 March 2022

Subscription - Terms of Business

Thank you for choosing WHL to support you and your business.

1. Your Agreement with WHL is made up of the relevant Proposal, these General Terms of Business and the specific Terms and Conditions applicable to the services and products that WHL has agreed to provide to you. The services and products covered by each individual set of Terms and Conditions are described at the beginning of that document.
2. To the extent that there is any conflict between these General Terms of Business and a specific set of Terms and Conditions, the relevant Terms and Conditions will prevail.
3. This Agreement is a contract between the client organisation or individual identified as such in the Proposal for the relevant WHL products and services and Wilmington Healthcare Ltd a company incorporated in England and Wales under number 02530185 whose registered office is at 5th Floor, 10 Whitechapel High Street, London E1 8QS ('WHL').

DocuSigned by:
Gareth Thomas

- 6BCB10597B7F472
1. This Agreement is governed by English law and the courts of England will have exclusive jurisdiction to settle any disputes arising out of or in connection with this Agreement.
2. WHL reserves the right to revise these General Terms of Business or any specific set of Terms and Conditions at any time by posting an update on its principal website. It is your responsibility to check that website from time to time and to review the most up-to-date version of these General Terms of Business and the relevant Terms and Conditions.
3. The documents comprising this Agreement (together with any documents referred to therein or required to be entered into thereunder) contain the entire agreement and understanding between us and supersede all prior agreements, understandings or arrangements (both written and oral) relating to the subject matter of this Agreement and any such document.
4. These General Terms of Business and the relevant set of Terms and Conditions apply to the exclusion of all other terms and conditions (including any which you purport to apply under any purchase order, confirmation of order, specification or other document).
5. Notices required under this Agreement will be sent by email to the relevant party's address on the Order Confirmation or as otherwise agreed in writing for such purpose. Notice by email is deemed effective three hours from transmission. WHL may also give notice to you via the relevant brand website and such notice is deemed effective at the time at which it appears on the relevant website.
6. You acknowledge and agree that communication with us may be electronic. We may contact you by email or provide you with information by posting on our main website or one of our brand's websites. You agree to this electronic means of communication and you acknowledge that any communications that we send to you electronically comply with any legal or contractual requirement that such communication be made in writing.
7. You acknowledge that in contracting with us you have not relied on, and will have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in these Terms of Business.
8. Nothing in this Agreement will require WHL to do or omit to do anything which would contravene any applicable laws or regulations.
9. You may not assign, sub-license, subcontract or otherwise transfer to any third party (including any company within your corporate group, if applicable) any of your rights or obligations under this Agreement. We may assign, sub-license, subcontract or otherwise transfer to any third party (including any company within our corporate group) any of our rights or obligations under this Agreement at any time and without notice.
10. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will remain valid and enforceable.
- Job Title/Role: Managing Director
Date: 22 March 2022

11. Termination or expiration of the contract between us will not affect the continuance in force of any provision of this Agreement which is expressly or by implication intended to survive termination.
12. You will indemnify and hold harmless WHL and its employees, agents, officers, directors and other representatives from and against all costs, losses, liabilities and expenses which any of the foregoing may suffer or incur arising out of or in connection with your breach of this Agreement.
13. Nothing in this Agreement will operate to exclude or limit WHL's liability for death or personal injury caused by the negligence of WHL or its employees or subcontractors, for any fraudulent misrepresentation by any of the foregoing or for any other liability which cannot be excluded or restricted by law. Subject to the foregoing, WHL will not be liable to you under or in connection with this Agreement for any loss of profits, loss of or damage to data, loss of anticipated savings or interest, loss of revenue or loss of or damage to goodwill or for any indirect, special, economic or consequential damages, claims, losses or expenses of any kind.
14. WHL will have no liability to you for any failure or delay in performing any obligation under this Agreement as a result of any event beyond its or its subcontractors' reasonable control.
15. Where this Agreement uses the words 'include' and 'including', these are illustrative and not limiting.
16. WHL has the right to announce our business relationship with you publicly, including by announcements on social media.
17. We will use any personal information provided by you in relation to your authorised users in accordance with WHL's [Privacy Policy](#)

3. Anti-Bribery and Sanctions

1. You warrant that you will:
 1. comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 2. comply with such of our codes of conduct and anti-bribery and anti-corruption policies as are notified to you from time to time; and
 3. promptly notify us of any request or demand for any undue financial or other advantage of any kind received by or on behalf of you in connection with these Subscription Terms and Conditions.
2. WHL is part of an enlarged corporate group which pledges to trade legally and respect all laws including the Trade Sanctions imposed by EU and US Governments. We operate a Group Sanctions Policy which means that we cannot accept subscriptions from individuals or organisations based or residing in, or connected with, a country or organisation which is subject to EU or US Government sanctions. WHL reserves the right to refuse to accept an order from any such person or organisation.
3. Notwithstanding anything else in this Agreement, breach by you of the foregoing Anti-Bribery and Sanctions provisions will be deemed a material breach of this Agreement.

Subscription Terms of Business

When you buy digital subscription content and any ancillary products or services from WHL (in whatever form and however provided), your purchase will be subject to the terms and conditions below ('Subscription Terms and Conditions').

1. Scope of these Subscription Terms and Conditions

1. These Subscription Terms and Conditions govern:
 1. WHL's provision of digital subscription content via the agreed channels;
 2. your use of WHL's online services; and
 3. your procurement and WHL's provision of any bespoke services, in each case as specified on the relevant Proposal.
2. WHL may provide news email services or other prompts to new content. Your use of the content received through the email news service will also be subject to these Subscription Terms and Conditions.

2. Contract Formation

1. If you are buying online, your credit or debit card will be debited when you click *Submit Order*. Although you will see an online confirmation page and receive an email acknowledging that your order has been received and is being processed, the contract between us is not formed at this point. A legally binding contract is formed on the date we first notify you via email or post that we have accepted and will fulfil your order ('Order Confirmation'). WHL will not be responsible if you do not receive the Order Confirmation because you have supplied us with an incorrect email or postal address.

2. These Subscription Terms and Conditions should be read and will apply in conjunction with the terms and conditions applicable to your use of the website via which digital subscription content is accessed (the 'Website Terms and Conditions'). To the extent that there is any conflict between these Subscription Terms and Conditions and the Website Terms and Conditions, these Subscription Terms and Conditions will prevail.

3. Free Evaluation Period

1. WHL may agree that, for a specified initial period, you will be permitted to make full use of one of its products so that you can evaluate its benefit to you or to your organisation before taking out an ongoing subscription.
2. Where WHL agrees to permit your use of one of its products for a free initial evaluation period, it will notify you via email or post that we have agreed to permit you to use one of our products for a free initial evaluation period, specifying the start and end dates of that period.
3. You will not be charged for your use of the relevant WHL product during this initial evaluation period. Nevertheless, a legally binding contract is formed between us in consideration of our mutual rights and obligations on the date we notify you pursuant to paragraph (2) above that we have agreed to permit you to use one of our products for a specified free initial evaluation period.
4. If you decide that you do not want to continue to a full subscription, you must notify us in writing before the end date of your free initial evaluation period. You can do this by writing to [help@subscribe.hsj.co.uk].
5. If we do not receive notice from you pursuant to paragraph (2) above, you will automatically transfer to an annual subscription for the relevant WHL product at the end of your free initial evaluation period.
6. Your use of the relevant WHL product during your free initial evaluation period will be governed by these Subscription Terms and Conditions (with the necessary changes having been made to recognise the differences between your free evaluation and a full subscription). If you continue to a full subscription at the end of your free initial evaluation period, whether by election or automatically pursuant to paragraph (5) above, these Subscription Terms and Conditions will apply to your continued use of the relevant WHL product.

4. Multi-User Subscriptions: General

1. Where you are an individual agreeing to these Subscription Terms and Conditions on behalf of an organisation, you represent and warrant that you have the authority to bind that organisation. Any person who accesses the subscription services by virtue of being designated an authorised user on behalf of that organisation also agrees to be bound by these Subscription Terms and Conditions.
2. If you are agreeing to these Subscription Terms and Conditions on behalf of an institution, your authorised users are strictly limited to employees and contractors of that institution, faculty and staff.
3. When you order a multi-user subscription, you must provide a contact name, business name, telephone number and email address for each user.
4. During your subscription term you may add new users to your multi-user subscription for an additional fee by emailing HSJ Customer Service's Team on customerservices@hsj.co.uk or telephone +44 (0)20 3033 2626. New users will have access to our content for the remainder of your subscription term.
5. You will notify WHL forthwith in the event of any changes to the details of your authorised users. In the event that, during your subscription term, a user leaves your organisation or for any other reason is no longer authorised to use WHL's services under your multi-user subscription, you must notify WHL in writing forthwith. In that situation, you are entitled to nominate another authorised user to replace the user who has been removed from your subscription.

5. Multi-User Subscriptions: Marketing

1. We include all multi-user organisational customers in our customer success programme. You acknowledge and accept that WHL has the right to use your company name as part of its ongoing marketing and public relations efforts. Any such use of your company name will not be disparaging or otherwise adverse to your business.

6. Multi-User Subscriptions: User Details

1. You will ensure that you keep secure (and you will procure that your authorised users keep secure) all usernames and passwords used by you and your authorised users to access WHL's digital subscription content. You will immediately notify WHL of any unauthorised access to WHL's content of which you become aware or have reasonable grounds to suspect. WHL reserves the right to suspend access to digital subscription content by you or any of your authorised users if we suspect that any access details have been shared with a third party, pending WHL's investigation.
2. You will procure that each of your authorised users complies with the obligations set out in these Subscription Terms and Conditions as if that individual was named herein as you.

7. Individual User Subscriptions: General

1. When you order an individual subscription, you must provide your name, email address, telephone number and postal address, together with credit or debit card details and authorisation to deduct payment.

8. Individual User Subscriptions: User Details

1. You will keep secure your username and password used to access WHL's digital subscription content. You will immediately notify WHL of any unauthorised access to WHL's content of which you become aware or have reasonable grounds to suspect. WHL reserves the right to suspend your access to digital subscription content if we suspect that your access details have been shared with any third party, pending WHL's investigation.

9. Electronic Signature on WHL Contracts

1. WHL uses an electronic signature solution to affect the execution of certain customer contracts. The solution will allow WHL to collect a signature from you through your PC, tablet or iPhone device.
2. If you have any questions about the e-signature process, please contact your account manager.
3. The e-signature method is legal and draws from the UK's Electronic Identification and Trust Services for Electronic Transactions Regulations 2016. More information.

10. Processing Orders

1. We normally take payment on submission of an order. If we agree to invoice instead, you will pay our invoice within 30 (thirty) days of receipt (which will be deemed immediate if an invoice is sent electronically or two business days if sent by post). If no payment is made after 30 days WHL reserves the right to suspend the subscription services until we are in receipt of cleared funds. You will remain liable for the full amount on the invoice.
2. You acknowledge that WHL may delay granting you access to digital subscription content until it is in receipt of cleared funds.
3. WHL will be entitled to charge interest on any outstanding balance owed to us accruing on a daily basis with effect from the invoice date.
4. WHL reserves the right not to accept or process your order for any reason. All orders are subject to validation checks and authorisation by your payment card issuer. Where we do not accept or process your order we will notify you in writing and where your credit card or debit card has already been debited we will refund your payment within 30 days.
5. WHL reserves the right not to fulfil, and to cancel, orders:
 1. if it is unable to obtain payment authorisation from your bank or the issuer of your payment card or cheque;
 2. in the event of obvious inaccuracies in prices;
 3. you have not paid your invoice by the due date for payment;
 4. if sanctions are imposed on your country of residence or the country where you access or receive our content; or
 5. where it is unable to fulfil an order due to circumstances beyond its or its subcontractors' reasonable control

6. All payments by Direct Debit are covered by the safeguards assured in the direct debit guarantee. If there are any changes to the amount, date or frequency of your payment, WHL will notify you at least 10 working days in advance of your account being debited or as otherwise agreed. If you request WHL to collect a payment, confirmation of the amount and date will be given to you at the time of the request. In the event of an error in the payment of your Direct Debit by WHL or your bank or building society, you are entitled to a full and immediate refund of any amount of overpayment from your bank or building society. If you receive a refund to which you are not entitled, you must pay it back immediately on request. You can cancel a Direct Debit at any time by contacting your bank or building society. Written confirmation may be required. You must also notify WHL of your cancellation. Except as set out in these Subscription Terms and Conditions, any cancellation will be without prejudice to your obligation to pay the agreed subscription fee.

11. Contract Term

1. All subscription contracts are for the initial minimum period specified on the Order Confirmation. The initial minimum period will be at least 12 months [unless the parties expressly agree otherwise on the Order Confirmation]. This includes subscriptions which begin with introductory rates.
2. Payments by monthly or quarterly subscriptions do not infer a monthly or quarterly (as applicable) subscription.
3. Cancelling your Direct Debit instruction does not cancel your contract with us.
4. If WHL believes that you have not complied with any of these Subscription Terms and Conditions, it may in its sole discretion suspend or cancel your access to the subscription services or any part thereof without notice. In this situation, WHL will not be liable to refund you any amounts previously paid and you will remain liable for any amounts owed to WHL pursuant to the relevant Proposal.

12. Renewal

1. To ensure that you and your authorised users (as applicable) have uninterrupted access to our content, your subscription contract will automatically renew for 12 months on the day immediately following the end date specified on your Order Confirmation ('Renewal Date') and on each subsequent anniversary of that date, unless we receive written notice of cancellation at least 90 (ninety) days in advance of the Renewal Date. Where we receive written notice of cancellation in accordance with this paragraph 12(1), your Agreement will terminate on the last day of the current term.
2. Subject to paragraph 12(1) above, WHL is entitled to increase your subscription fee with effect from each Renewal Date by:
 1. an amount equal to the greater of 3% or the percentage increase in the Retail Prices Index over the period of 12 months preceding the relevant Renewal Date anniversary; or
 2. subject to paragraph 12(3) below, an alternative percentage by giving you at least 120 days' notice in writing.
3. If you do not agree to an increase pursuant to paragraph 12(2) above, you may terminate your Agreement by giving notice in writing to WHL at least 90 days prior to the relevant Renewal Date. Otherwise, your continued use of digital subscription content will constitute your acceptance of the increased subscription fee.
4. References to the subscription fee will be deemed to refer to any increased subscription fee and 'Retail Prices Index' means the retail prices index (All Items) as published by the Office for National Statistics from time to time (or, failing such publication, such other index as WHL determines to most closely resemble the Retail Prices Index).

13. Delivery of digital content

1. WHL provides access to digital subscription content through its websites, apps or mobile sites using the email address(es) provided at the time of registration. We will use reasonable endeavours to provide reliable access to our digital subscription content but we do not undertake or warrant that access will be uninterrupted. From time to time, we may suspend all or part of the digital subscription content temporarily and without notice in the case of system failure, maintenance or repair for any reason or for any other reasonable cause.
2. If there is any change to the email address(es) provided at the time of registration, it is your responsibility to advise us as soon as possible after you become aware of that change, so that we can update our systems accordingly.
3. If you have purchased your subscription through a third party agency, please contact the relevant third party to update your details where necessary and instruct them to advise us accordingly.

14. Subscription Offers

1. From time to time we may run subscription offers. These offers may be available to specific individuals or organisations only, in which case this will be stated on the offer. If responding to an offer, you must clearly quote the relevant offer code at the time of ordering.
2. WHL accepts no liability and may not accept your order if you do not quote the relevant offer code.
3. Offers are subject to availability and orders must be placed before the offer closing date.

15. Ownership and Use of Digital Subscription Content

1. All intellectual property and other proprietary rights in and to the digital subscription content are owned by and reserved to WHL or its licensors or users (as applicable).
2. Whilst WHL endeavours to ensure that digital subscription content is normally available 24 hours a day, it will not be liable for any reason if the content is unavailable at any time or for any period. Access to digital subscription content may be suspended temporarily and without notice in the case of system failure, maintenance or repair for any reason or for any other reasonable cause.
3. You agree that you will use digital subscription content only in accordance with the following permitted uses (except where otherwise agreed in writing with WHL):
 1. viewing content on a computer screen;
 2. sharing extracts of digital subscription content with third parties outside of your organisation provided always that such extracts are clearly sourced to HSJ.co.uk, HSJ Solutions or HSJ Intelligence (as appropriate). For clarity, 'extracts' means insubstantial amounts of the content of the HSJ.co.uk, HSJ Solutions or HSJ Intelligence (as appropriate) website, in accordance with fair practice and only to the extent reasonably required in the circumstances.
 3. where (and only to the extent that) permission to download and store them is specifically granted in these Subscription Terms and Conditions or in the relevant digital subscription content, downloading and storing the content on the hard disk of your computer or portable media but not making any further transfer or copy of it;
 4. making only such other use of them as may be specified in the relevant digital subscription content.
4. You agree not to distribute, reproduce, modify, store, transfer or in any other way use any of the digital subscription content (including as part of any database, library, news, information, archive, website or similar service) other than as set out above.
5. You will not do any of the following:
 1. create a database (electronic or otherwise) that includes any digital subscription content;
 2. resell any digital subscription content in its original condition or in any digitally manipulated form; or
 3. remove any copyright or trade-mark notices from any of the digital subscription content.
6. WHL uses reasonable endeavours to ensure that all digital subscription content is accurate and up-to-date at the time of publication but all warranties, conditions and terms implied by statute or common law are excluded to the fullest extent permitted by law. Specifically, WHL disclaims any warranties of title, merchantability or fitness for any particular purpose.
7. WHL does not assume any obligation for considering whether the subscription content is sufficient or appropriate for any particular actual circumstances. You assume sole responsibility for results obtained from your use of the subscription content and for conclusions drawn from such use.
8. Use of the digital subscription content is at a user's own risk.
9. Upon any expiration or termination of the contract between us, all rights and licences granted under this Agreement will terminate, except that you may continue to use content properly accessed by you prior to such expiration or termination provided that such use is in accordance with the terms of this Agreement.

16. Limitation of WHL's Liability

1. Subject to the provisions of paragraph 2(13) of the General Terms of Business, WHL's aggregate liability to you in respect of all losses, liabilities or damage suffered by you arising out of or in connection with this Agreement, howsoever arising and whether in contract, negligence or other tortious action or otherwise, will not exceed the total subscription fee paid by you in respect of the 12 months preceding the date of the relevant claim. You acknowledge that this limitation is reasonable.

17. Your Obligations

1. It is your sole responsibility to ensure that all use of the subscription content by you and your authorised users is made in accordance with these Subscription Terms and Conditions.
2. You acknowledge that the subscription content is confidential and proprietary to WHL. Accordingly you will preserve its confidentiality, not disclose it or make it available to any third party unless required to do so by law and not use it for any purpose other than the proper exercise of your rights or performance of your obligations under these Subscription Terms of Business.
3. You must ensure that your internal systems meet the technical specifications required properly to access the relevant website and to download and access the relevant digital subscription content.
4. You agree that WHL may take such steps as it reasonably considers appropriate to remotely monitor you and your authorised users' compliance with these Subscription Terms and Conditions and you will fully cooperate with WHL in relation to such remote monitoring.

18. General

1. WHL reserves the right to revise these Subscription Terms and Conditions at any time by posting an update on the relevant brand's website. It is your responsibility to refer to the current Subscription Terms and Conditions when accessing digital subscription content.
2. If you have any questions about your subscription you can contact WHL to discuss on +44 (0)20 3003 2649 (multi-user subscriptions) or +44 (0)1604 828705 (individual subscriptions). Telephone calls may be recorded and monitored and WHL may use that data for any legitimate business purpose.

