

Order Form

Quote Number 00091808
 Prepared By (Name) [REDACTED]
 Contact Name [REDACTED]
 Account Name Health Education England
 Bill To [REDACTED]
 Phone 0115 823 3300
 Fax [REDACTED]
 Email [REDACTED]

Purchase Order No.

Invoice Payment Contact NHS Invoicing

Invoice Payment Contact
 Email

Tax Registration Number

Our Reference [REDACTED]

Order Description

Product	Start Date	End Date	Quantity	Cost Per Unit	Total
HSJ Access Tier 5 (Public Sector & Charity)	16/03/2023	14/03/2024	[REDACTED]	[REDACTED]	GBP 24600.00
Grand Total:					GBP 24600.00

Please place the order detailed above and invoice me accordingly

VAT will be added where applicable unless a customer is exempt for the purpose of VAT.

You also agree to process this order for payment as soon as possible, and confirm that you are authorised to enter into this agreement in its entirety.

TERMS & CONDITIONS

220121 Subscription - Terms of Business V1.3

Subscription - Terms of Business V1.3

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

1. How your Agreement with WHL works

1. Your Agreement with WHL is made up of the relevant Order Form, 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 order form for the relevant WHL products and services ('Order Form') 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').

2. General Terms of Business – Boilerplate Terms

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. These General Terms of Business, the Subscription Terms of Business and the Order Form (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.
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:

- I. comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- II. 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
- III. 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.

HSJ 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 of Business

1. These Subscription Terms of Business govern:

- I. WHL's provision of digital subscription content via the agreed channels;
- II. your use of WHL's online services; and
- III. your procurement and WHL's provision of any bespoke services, in each case as specified on the relevant Order Form.

1A. 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 submit your 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 will not be formed until we notify you via email or post that we have accepted and will fulfil your order ('Order Confirmation').

2. If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your order due to incorrect or incomplete information, We will contact you to ask to correct it. If you do not give Us the accurate or complete information within a reasonable time of Our request, We will cancel your order and treat the Contract as being at an end. We will not be responsible for any delay in the availability of Paid Content that results from you providing incorrect or incomplete information.

3. 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 of Business will prevail.

3. Multi-User Subscriptions: General

1. Where you are an individual agreeing to these Subscription Terms of Business 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 of Business.
2. If you are agreeing to these Subscription Terms of Business on behalf of an institution, your authorised users are strictly limited to employees and contractors, faculty and staff of that institution.
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 on +44 (0)20 7490. New users will have access to our content for the remainder of your subscription term and will be subject to these Subscription Terms of Business.
5. You will notify WHL immediately in the event of any changes to the details of your authorised users. If 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 immediately by customerservices@hsj.co.uk. In that situation, you shall be entitled to nominate another authorised user to replace the user who has been removed from your subscription.

4. 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.

5. 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 comply with the obligations set out in these Subscription Terms of Business as if they were a party to the same.

6. 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 for WHL to deduct payment.

7. 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.

8. Electronic Signature on WHL Contracts

1. WHL uses an electronic signature solution to effect 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 HSJ account manager or email customerservices@hsj.co.uk. The e-signature method is legal and draws from the UK's Electronic Identification and Trust Services for Electronic Transactions Regulations 2016. Visit <https://ico.org.uk/for-organisations/guide-to-eidas/what-is-the-eidas-regulation/more> information.

9. 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). Payments due must be made in full, without any set-off, counterclaim or deduction or withholding. If you do not make payment due to us after 30 days WHL will 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. In addition, if payment has not been made to us as set out at 1.1 above, we may cancel the Contract and any outstanding sums due to us will remain due and payable.

3. WHL will be entitled to charge interest at a rate of 4% above the base rate of the Bank of England 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:

- I. if it is unable to obtain payment authorisation from your bank or the issuer of your payment card or cheque;
- II. in the event of obvious inaccuracies in prices;
- III. you have not paid your invoice by the due date for payment;
- IV. if sanctions are imposed on your country of residence or the country where you access or receive our content; or
- V. 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. You can cancel a Direct Debit at any time by contacting your bank or building society. You must also notify WHL of your cancellation. Except as set out in these Subscription Terms of Business, any cancellation will be without prejudice to your obligation to pay the agreed subscription fee.

10. 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 Agreement with us which will continue until the end of the Term and charged accordingly.

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 Order Form.

11. 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 11(1), your Agreement will terminate on the last day of the current term.
2. Subject to paragraph 11(1) above, WHL is entitled to increase your subscription fee with effect from each Renewal Date by:
 - I. 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
 - II. subject to paragraph 11(2) above, an alternative percentage by giving you at least 30 days' notice in writing.
3. If you do not agree to an increase pursuant to paragraph 11(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).

12. 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.

13. 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.

14. Ownership and Use of Digital Subscription Content

1. When you purchase a subscription to access WHL's subscription services, we will grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the relevant content for commercial purposes. The licence granted to you does not give you any rights in intellectual property (including any material that we may licence from third parties).
2. 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).
3. 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.
4. 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):
 - I. viewing content on a computer screen;

- II. 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](https://www.hs.co.uk), HSJ Solutions or HSJ Intelligence (as appropriate). For clarity, 'extracts' means insubstantial amounts of the content of the [HSJ.co.uk](https://www.hs.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.
 - III. 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;
 - III. making only such other use of them as may be specified in the relevant digital subscription content.
5. 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.
 6. You will not do any of the following:
 - I. create a database (electronic or otherwise) that includes any digital subscription content;
 - II. resell any digital subscription content in its original condition or in any digitally manipulated form; or
 - III. remove any copyright or trademark notices from any of the digital subscription content.
 7. 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.
 8. 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.
 9. Use of the digital subscription content is at a user's own risk.
 10. 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.

15. Limitation of WHL's Liability

1. Subject to sub-Clause 15.3 below, we will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity, or for any indirect or consequential loss arising out of or in connection with any contract between you and WHL.
2. Subject to the provisions of paragraph 2(m) 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.
3. Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by WHL's negligence (including that of its employees, agents or sub-contractors); for fraud or fraudulent misrepresentation; or for any other matter in respect of which liability cannot be excluded or restricted by law.

16. 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 to properly access the relevant website and to download and access the relevant digital subscription content. WHL accepts no responsibility in the event of delivery failure due to a user's systems or inadequate technical specifications.

4. You agree that WHL may take such steps as it reasonably considers appropriate to remotely monitor your and your authorised users' compliance with these Subscription Terms and Conditions and you will fully cooperate with WHL in relation to such remote monitoring.

17. Events Outside of Our Control (Force Majeure)

1. WHL will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond WHL's reasonable control.

2. If any event described under this Clause 17 occurs that is likely to adversely affect WHL's performance of any of its obligations under these Subscription Terms of Business:

I. We will inform you as soon as is reasonably possible;

II. WHL will take all reasonable steps to minimise the delay;

III. To the extent that WHL cannot minimise the delay, Our affected obligations under these Terms of Sale (and therefore the Contract) will be suspended and any time limits that WHL are bound by will be extended accordingly;

IV. WHL will inform you when the event outside of its control is over and provide details of any new dates, times or availability of the subscription services as necessary;

V. If the event outside of our control continues for more than 30 days WHL will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event within 60 days of the date on which the Contract is cancelled and will be made using the same payment method that you used when ordering your Subscription.

18. How We Use Your Personal Information (Data Protection)

1. All personal data that We may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and your rights thereunder.

2. For complete details of WHL's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to WHL's Privacy Policy <https://wilmingtonhealthcare.com/>

19. 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. WHL may transfer (assign) its obligations and rights under these Subscription Terms of Business (and under the Contract, as applicable) to a third party (this may happen, for example, if it sells its business). If this occurs, you will be informed by WHL in writing. Your rights under these Subscription Terms of Business will not be affected and WHL's obligations under these Subscription Terms of Business will be transferred to the third party who will remain bound by them.

3. You may not transfer (assign) your obligations and rights under these Subscription Terms of Business (and under the Contract, as applicable) without WHL's express written permission.

4. The Contract is between you and WHL. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Subscription Terms of Business.

5. If any of the provisions of these Subscription Terms of Business are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Subscription Terms of Business. The remainder of these Subscription Terms of Business shall be valid and enforceable.



6. No failure or delay by WHL in exercising any of its rights under these Subscription Terms of Business means that WHL has waived that right, and no waiver by WHL of a breach of any provision of these Subscription Terms of Business means that WHL will waive any subsequent breach of the same or any other provision.

7. If you have any questions about your subscription you can contact WHL to discuss on +44 (0)20 7490. Telephone calls may be recorded and monitored and WHL may use that data for any legitimate business purpose.