

Terms and Conditions of Membership

1. Interpretation

In these terms and conditions:

“**Healthcare Buying Group**” and “**HBG**” mean **CBG Buying Limited** of 7 Beaumont Place, Isleworth, Middlesex, TW7 7LB, whose email address is admin@healthcarebuyinggroup.com, and whose fax number is 0871 310 0411;

“**Member**” means the organisation who’s Application has been accepted by HBG;

“**Supplier**” means any third party supplier of goods or services;

“**Application**” and “**Acceptance**” mean the electronic communication via the Website of, respectively, the Member’s on-line application to register as a member of HBG and HBG’s on-line acceptance of it;

“**Agreement**” means, when accepted by HBG, the content of the Application together with all of these terms and conditions; and

“**Website**” means HBG’s website

5. Introductory

- .1 Member confirms that it is a healthcare provider and that it therefore qualifies for HBG membership
- .2 For the benefit of organisations qualified to join HBG as members, HBG has negotiated prices/rates with Suppliers for various goods/ services
- .3 Member wishes to become a HBG member from the date of Acceptance of the Application

5. Formation of contract and duration

- 3.1 Member’s Application is deemed to be its agreement to abide by and accept all of these terms and conditions
- 3.2 Agreement will commence on the date of Acceptance and will remain in force until expiry of at least four weeks’ written notice given at any time by either party to the other

4. Benefits of membership

- 4.1 HBG members will be entitled to access Buyer’s Guides (supplied by Suppliers) on the Website within the HBG members’ area. The Guides include special prices/rates for HBG members and other details of Suppliers and their goods/services
- 4.2 During the period of Agreement, HBG will use reasonable endeavours at all times to make Buyer’s Guides available to HBG members on the Website
- 4.3 HBG is funded by Suppliers. No fees or other amounts are payable to HBG by HBG members
- 4.4 HBG members have no obligation to HBG or any Supplier/s to purchase any minimum, or all, of their requirements of any goods/services from any Supplier/s

5. Member’s Obligations

- 5.1 Member will if and when requested by HBG, provide HBG with information on prices charged by any Supplier/s at any previous time for any goods/services supplied to Member, including providing HBG with copies of any Suppliers’ invoices to verify that Suppliers are charging prices/rates in accordance with arrangements made between HBG and Suppliers
- 5.2 Member agrees to keep strictly confidential, and not disclose to any third party, all information (including in particular, but not limited to, pricing) of HBG and Suppliers provided by or through either of them
- 5.3 Member consents to information supplied by Member to HBG being provided to Suppliers and being included on the Website
- 5.4 Member warrants to HBG that HBG’s use of any name, logo or other materials or information provided by Member for use for the purposes of Agreement, in particular inclusion on the Website, will not infringe any intellectual property or other rights of any third party

6 HBG’s responsibilities etc.

Whilst Suppliers have agreed with HBG that for so long as Suppliers are associated with HBG, those Suppliers should make available their special prices/rates to all HBG members, and HBG has established a framework for that purpose, HBG cannot ensure that Suppliers will do so. HBG does not supply any goods/services to HBG members nor does it undertake to supply, or arrange for Suppliers to supply, any

goods/services. In view of these respective roles of HBG and Suppliers, Member agrees and accepts the following:

- 6.1 Neither HBG nor any subcontractor or agent of HBG nor any employee or officer of any of them gives any warranty or undertaking or makes any representation express or implied with respect to any of the subject matter of Agreement or as to any Supplier or its goods/services, including without limitation, as to any Supplier accepting or fulfilling any order or requirements of Member or doing so at any special price/rate, or as to any goods being of any particular quality or fit for any purpose or as to any services being carried out with any particular degree of skill or care or as to their complying with any legal or industry standards, or as to their being delivered or provided or carried out within any particular time. All such matters are for individual agreement between Member and Suppliers and should in each case be set out by Member in a contract between it and the Supplier
- 6.2 HBG shall not have any liability to Member for delay in carrying out, or failure to carry out, any of HBG's obligations caused by a) Member or any Supplier b) hardware, software, telecommunications or technical or other fault or problem relating to the Website as a result of which for any reason all or any of the Website or its content is not accessible or operational for any period/s; or c) circumstances beyond the reasonable control of HBG or any subcontractor or agent of HBG or any Employee or officer of either of them
- 6.3 HBG shall not have any liability to Member in contract, tort (including negligence or breach of statutory duty) or otherwise, howsoever and whatever the cause thereof, for any loss of bargain, loss of anticipated or other savings, or loss of availability of any goods/services, or for any special loss or damage, or for any indirect or consequential loss, damage, cost or expense, of any nature whatsoever, arising directly or indirectly out of Agreement whether or not arising from any error or defect in anything or from any performance, non-performance or delayed performance by HBG or any subcontractor or agent of HBG
- 6.4 HBG shall not in any circumstances have any liability to Member for any breach of contract by any Supplier or any negligent or other act or omission of any Supplier
- 6.5 Except to the extent that the same is due to any breach of Agreement by HBG, Member shall save HBG and any subcontractor or agent of HBG harmless from, and indemnify them against, any demands, proceedings, liabilities, losses, damage, costs (including legal costs), or expenses sustained by Member arising directly or indirectly from a) any breach of contract by any Supplier or any negligent or other act or omission of any Supplier b) any breach by Member of any contract between Member and any Supplier or any negligent or other act or omission of Member c) any infringement by Member or HBG or its subcontractor, their employees or agents, of any intellectual property rights of any third party subsisting in any materials or other things which are supplied by Member and used by Member or HBG for the purpose of Agreement
- 6.6 Each subclause of this clause 6 shall operate together with each other subclause as cumulative limitations/exclusions

7. Miscellaneous

- 7.1 *Notices:* Any notice to be given by either party to the other shall be in writing and addressed to it, in the case of HBG its address shown above and in the case of Member the address provided by it in its Application (using the postal address or fax number or email address provided as appropriate) and it will be deemed to have been served 48 hours after posting if sent by first class post, and 24 hours after transmission if sent by fax or email
- 7.2 *Assignment:* Member may not assign Agreement without the prior consent in writing of HBG
- 7.3 *Subcontracting and agency:* HBG shall be entitled to subcontract any or all of its obligations or duties under Agreement to any other company provided that HBG shall remain as fully responsible to Member for such obligations and duties as if it had not so subcontracted them. HBG does not act as the agent of Supplier or Member for the purposes of Agreement
- 7.4 *Whole Agreement:* Agreement constitutes the entire agreement between HBG and Member with respect to its subject matter. It supersedes all prior correspondence, communications, warranties, representations, proposals, negotiations, understanding, undertakings or agreements, whether oral or written, all of which are hereby excluded, may not be relied upon and shall be of no effect
- 7.5 *Law:* Agreement shall be governed by and interpreted according to the laws of England and the parties agree to submit to the jurisdiction of the English Courts