Homecare Association

Membership terms and conditions

These are the terms and conditions which form the basis of your membership of the Homecare Association and our supply of services to you.

These terms tell you who we are, what your membership costs, what your membership includes and how your or we may change or end the contract. Please read these terms and conditions carefully before applying to be a member of the Homecare Association. Please note, **the Annual Fee is non-refundable**.

By applying to become a member, you agree to be bound by these terms and conditions.

1. Who we are

a) The Homecare Association is the UK's membership body for homecare providers. Together we ensure that homecare is valued so that everyone can live well at home and flourish within their communities.
b) We are a company limited by guarantee (No. 03083104) and our registered address is Mercury House, 117 Waterloo Road, London, SE1 8UL.
c) If you have any queries, comments or complaints about your membership, you can contact us by calling on 020 8661 8188 (select option 2) or email at membership@homecareassociation.org.uk .

2. Membership applications and our contract with you

a) Our membership is available to:
   - **Provider Members:** homecare providers who are registered with the Care Quality Commission, Care Inspectorate Wales, Care Inspectorate Scotland or the Regulation and Quality Improvement Authority to deliver personal care; and
   - **Affiliate Members:** organisations or individuals that provide goods, services and consultancy to homecare providers. This includes our Supporter, and Enhanced Affiliate packages.
   - **Partners:** bespoke arrangements with organisations or individuals that provide goods, services and consultancy to the Homecare Association and/or Provider Members.
b) Our membership is only available to traders and organisations based in the UK. Unfortunately, we do not accept applications from addresses outside the UK or from consumers (individuals acting in a domestic or personal capacity).
c) To become a Provider Member of the Homecare Association, please complete the registration form on our website. If you require the registration form in an alternative format, please contact us on the details above.
d) To become an Affiliate Member of the Homecare Association, please contact us on the details above.
e) When you submit your application to us, you are making an offer to become a member of the Homecare Association, which if accepted by us will become a **legal binding contract.**
f) All information provided by you must be true and accurate at the time you submit your application. If your circumstances or details change, you must notify us as soon as possible so that our records are up to date.

g) We reserve the right not to accept your application or to not renew your membership if we are unable to obtain payment of your Annual Fee. If we cannot accept your application, we will inform you of this in writing and we will not charge you any fees.

h) Your membership of the Homecare Association begins on the date when we accept your application and we have received your Annual Fee in full. Your membership lasts for **1 year**.

i) You grant us the right to display your name and logo, for the term of this agreement, in our marketing materials and business documents to confirm your membership of Homecare Association and feature in our 'Find care' search portal or business directory (as appropriate). This agreement does not otherwise affect your intellectual property rights.

3. Membership benefits

a) All our members are entitled to:

- access our online community which provides you with support, advice and the chance to discuss your experiences. You are responsible for keeping a record of your login details to access the online community. Whilst we will assist you to regain access in the event of a genuine mistake (please contact us on membership@homecareassociation.org.uk.), we will not be responsible for or provide you with a refund if you deliberately or repeatedly fail to store your login details securely.
- an invitation to attend (for an additional fee) our annual roadshows and conferences which offer practical workshops, presentations and information on key topics, as well as giving you an opportunity to network; ***Please note:*** *the cost of attendance is* ***not*** *included in your Annual Fee.*
- special rates on tickets to our annual roadshows, conferences, publications and training.

b) Member benefits are only available to you if your Annual Fee is paid and your application accepted. We will make the member benefits available each year, until you or we end your membership by giving written notice as described in clauses 10 and 11.

c) If the membership benefits are not available for any reason beyond our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of their unavailability. We will not be liable for any delays or unavailability caused by any event or circumstances beyond our control, but you will be entitled to contact us to end your membership and receive a refund for any benefits which have been paid for but not received.

4. Provider Members

a) The Annual Fee for Provider Members is based on the number of branches registered with the regulator (Care Quality Commission, Care Inspectorate Wales, Care Inspectorate Scotland or the Regulation and Quality Improvement Authority) and used as an operating base for your business to receive requests for services; organise services; sell and promote services or recruit homecare workers.
b) The Annual Fee is a non-refundable, annual subscription, calculated on the total number of your branches as set out in our Membership Schedule (as updated from time to time).
c) Where a Provider Member operates a franchise, they are required to purchase membership on behalf of all their franchise branches.
d) Where a franchisor has arranged payment of the Annual Fee on behalf of its franchisees, the franchisee Provider Members shall **not** become corporate members of the Homecare Association, and instead their franchisor shall be entitled to attend meetings and vote in accordance with our articles our association, on behalf of its franchisees.

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5. Affiliate Members

a) The Annual Fee is a non-refundable, annual subscription, based on your turnover and calculated in accordance with our Membership Schedule (as updated from time to time).

6. Payments & renewing your membership

a) We will contact you at least 1 month before your membership is due to expire. With the exception of Partner Affiliate Memberships (which are subject to annual review) your membership will automatically renew unless you notify us in writing that you wish to cancel your membership.
b) If you wish to cancel your membership, you must write to us at least 30 days before your membership is due to renew.
c) Provider Members are able to pay their Annual Fee in instalments, through the monthly payment facility:
- We use Premium Credit Limited (Adelaide House, London Bridge, London, EC4R 9HA) to provide finance and therefore act as the credit broker (we do not receive any commission);
- Your personal information and the bank details you provide to us will be passed to them and they will contact you via email, text or in writing and send PDF or word documents. Credit is subject to status and they may use a credit reference agency that leaves a record of the search or other information about you to carry out credit and anti-money laundering check. This record will be visible to third parties.
- Transaction fee is 9.08% (representative of 18.6 % APR variable), written quotations available on request. Please note all Premium Credit applications are subject to a £5 facility fee. Conditions apply. Please contact 020 8661 8181/2 for more details.

7. Member obligations

a) As a member of the Homecare Association, you are committing to:
- complying with good industry practice and the law;
- treating other members of the Homecare Association with respect and professional courtesy;
- (applicable to **Affiliate Members only**):
- exercising the degree of skill, care, diligence and prudence that would be expected of a supplier to the homecare sector;
- complying with agreed deadlines for provision of materials, design, artwork, copy etc. and payment for delivery of agreed services;
- (applicable to **Provider Members only**) exercising the degree of skill, care, diligence and prudence that would be expected of a registered provider of personal care services;
- collaborating with us and our membership for the purpose of maintaining the reputation of homecare in the eyes of the public, so that it continues to be valued as an option which enables individuals to live well at home and flourish within their communities.

8. Changes to the membership benefits

a) We may make minor changes to the membership benefits to reflect change in relevant laws and regulatory requirements or to implement minor adjustments and improvements. For example, we may change the type of external supplier(s) offering the services listed above although you will still receive substantially the same benefit from another organisation. ***Please note:*** *we recommend you keep a record of the membership benefits at the time you apply*

to Homecare Association and refer to www.homecareassociation.org.uk where we publish updates and changes to the membership benefits from time to time.

b) We may have to suspend some or all of the membership benefits from time to time, to:

- deal with technical problems or make minor technical changes;
- update the materials on our website to reflect changes in relevant laws, regulatory requirements and good industry practice; or
- make changes to the benefits are required by you or notified by us to you.

c) We will contact you in advance to tell you we will be suspending the benefits, unless the problem is urgent or an emergency.

d) If we make significant changes to the membership benefits we will notify you of these changes by publishing updates on www.homecareassociation.org.uk before they take effect and you shall be entitled to end the contract by giving us 15 days' notice and receive a refund from the date your membership ends.

9. Our right to cancel your membership

a) If we accept your application, but we later discover that any or all the information provided by you was misleading or false, we shall have the right to cancel your membership with immediate effect.

b) We have the right to cancel your membership on 30 days' notice if:

- you do not pay the Annual Fee (and any renewal) in accordance with the payment terms;
- you have shared any of your membership benefits with an individual or organisation that is not a member of the Homecare Association;
- you have (or we consider you are likely to) damage the reputation, goodwill of the Homecare Association or to bring the Homecare Association into disrepute;
- you have breached any of the terms of this contract.

c) If we end the contract in the circumstances set out in the circumstances in this clause 10, we will **not refund the Annual Fee** as compensation for the net costs in setting up your membership.

10. Your right to cancel your membership

a) You can always end your contract with us. If you wish to cancel your membership for any reason you must give us at least 30 days' notice in writing.

b) If you would like to cancel your membership, you can write to us at Homecare Association, 117 Waterloo Road, London SE1 8UL, or email at membership@homecareassociation.org.uk to say:

- "I, [INSERT NAME] give notice that I would like to cancel my membership contract purchased on [DATE]. My membership number is [NUMBER] and I can be contacted at [CONTACT DETAILS]. [SIGNATURE OF MEMBER]"

c) You will **not receive a refund of the Annual Fee**.

11. Our responsibility for loss or damage

a) Nothing in these terms shall limit or exclude our liability for:
- death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- fraud or fraudulent misrepresentation;
- breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982;
- any matter where it would be unlawful for us to exclude or restrict liability.

b) Our membership is made up of many different types and size of business. Each member is responsible for assessing whether our materials are fit for their purpose, and to adapt our advice to their organisation's objectives. As a result, all terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

c) We use reasonable efforts to support our membership, to make introductions between our membership and stakeholders and suppliers who have wish to support the sector. However, you are responsible for evaluating these opportunities and confirming whether they are suitable for your objectives. **We are not responsible for**:
- any contract entered into between a Provider Member and Affiliate Member;
- any contract entered into between a Homecare Association member and third-party supplier or customer;
- any goods or services delivered by anyone other than us and our subcontractors.

d) Subject to clause 12.a), we will not be liable to you in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with this contract for:
- loss of profits;
- loss of sales or business;
- loss of agreements of contracts; loss of anticipated savings;

- loss of use or corruption of software, data or information;
- loss of or damage to goodwill;
- any indirect or consequential loss.

e) Subject to clause 12.a), our total liability to you arising under or in connection with this contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the Annual Fee paid to us within the last 12 months.

f) Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

g) We have obtained insurance cover in respect of our own legal liability for individual claims not exceeding £5 million per claim. The limits and exclusions in this clause reflect the insurance cover we have been able to arrange and you are responsible for making your own arrangements for the insurance of any excess loss.

h) This clause 12 will survive termination of this contract.

12. General

a) We may change these terms and conditions and/or the Membership Schedule at any time by giving you 30 days' notice in writing. The most recent edition of these terms and conditions will be binding upon you and will be available on our website and on request. If you do not agree with our proposed changes, you may cancel your membership before the proposed change takes effect.
b) For information on how we use your personal information, please see our Privacy Policy at https://www.homecareassociation.org.uk/privacy-statement.html.
c) We may transfer our rights and obligations under these terms to another organisation. You may only transfer your rights or obligations under these terms if we agree to this in writing. No other person shall have any rights to enforce any of the terms of this contract.
d) If a court finds part of this contract illegal, the rest of the terms will continue in force and effect. Even if we delay enforcing any of the terms of this contract, we can still enforce them at a later date.
e) These terms shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

Schedule 1 – Homecare Association Membership Schedule

This Schedule sets out the rights and obligations applicable to each type of Homecare Association Member, as varied from time to time in accordance with clause 13 of the terms and conditions.

Membership Type	Annual Fee	Benefits	Membership specific obligations
Provider	Either • only 1 branch = **£1030** (inclusive of VAT); • between 2 and 20 branches: **£1030** (inclusive of VAT) for the first branch, then **£582** (inclusive of VAT) for the 2nd branch and each subsequent branch (up to a maximum of twenty branches); or • 21 branches or more = **£1030** (inclusive of VAT) for the first branch, then **£582** (inclusive of VAT) for the 2nd branch and subsequent branch (up to a maximum of twenty branches) plus **£395** (inclusive of VAT) for the 21st branch and for each subsequent branch.	Each Provider Member will be entitled to: • become a corporate member of the Homecare Association, entitled to attend meetings and vote in accordance with our articles of association; • promote your business on our 'Find care' search portal – let those looking for care in your area find you by postcode and care specialism (filtering by alphabetical order); • updates on the latest care compliance and legislation and industry news; • connect with like-minded managers and business owners through our online community of Provider Members; • access expert advice on homecare and business practice, policy, regulation, safeguarding and employment issues; • up to 15 minutes of free advice, through our legal advice helpline (provided by sector specialist solicitors, registered with the Law Society); • engage with and access discounted prices from suppliers of products, services and consultancy support offered by Affiliate Members (once accepted as a member, you can log in to see details of special discounts); • use the Homecare Association name and logo, to confirm your membership in your marketing materials and business documents; • engage with us on key issues facing the homecare sector.	Exercising the degree of skill, care, diligence and prudence that would be expected of a registered provider of personal care services.
Provider - Franchise	The Annual Fee is a non-refundable, annual subscription, calculated on the total number of branches (for each franchisee) as follows: • only 1 branch = **£1030** (inclusive of VAT); • between 2 and 20 branches: **£1030** (inclusive of VAT) for the first branch, then **£582** (inclusive of VAT) for the 2nd branch and each subsequent branch (up to a maximum of twenty branches); • 21 branches or more = **£1030** (inclusive of VAT) for the first branch, then **£582** (inclusive of VAT) for the 2nd branch and subsequent branch (up to a maximum of twenty branches) plus **£395** (inclusive of VAT) for the 21st branch and for each subsequent branch.	Each franchisee that has applied to become a member of Homecare Association direct will be entitled to the Provider Member benefits in full. Where a franchisor has arranged payment of the Annual Fee on behalf of its franchisees, the franchisee Provider Members shall not become corporate members of the Homecare Association, and instead their franchisor shall be entitled to attend meetings and vote in accordance with our articles our association, on behalf of its franchisees.	
Affiliate	The Annual Fee of **£900 plus VAT** is a non-refundable, annual subscription.	Each Affiliate Member will be entitled to: • Engagement inclusions: Two (2) inclusions per membership term. Inclusions may be used for one of the following: e-shot, blog post, or magazine advertisement. Inclusions are subject to availability and scheduling. • Industry updates: Members receive weekly email updates covering Homecare Association activity, sector developments, and issues affecting provider members. • Logo use: Members may use the designated Affiliate Member badge in accordance with brand guidelines for the duration of their membership. • Directory listing: Inclusion in the Homecare Association supplier directory with a	Exercising the degree of skill, care, diligence and prudence that would be expected of a supplier to the homecare sector.

		company description and contact details. • Event discount: Eligibility for discounted exhibitor and sponsor packages for Homecare Association Annual and Digital Conferences. Discounts and availability may vary by event.	Complying with agreed deadlines for provision of materials, design, artwork, copy etc. and payment for delivery of agreed services.
Affiliate - Supporter	The Annual Fee of **£300 plus VAT** is a non-refundable, annual subscription.	Each Affiliate Supporter will be entitled to: • Industry updates: Members receive weekly email updates covering Homecare Association activity, sector developments, and issues affecting provider members.	
Enhanced Affiliate	The Annual Fee of **£2,000 plus VAT** is a non-refundable, annual subscription.	Each Enhanced Affiliate will be entitled to the Affiliate Member benefits in full: • Engagement inclusions: Two (2) inclusions per membership term. Inclusions may be used for one of the following: e-shot, blog post, or magazine advertisement. Inclusions are subject to availability and scheduling. • Industry updates: Members receive weekly email updates covering Homecare Association activity, sector developments, and issues affecting provider members. • Logo use: Members may use the designated Affiliate Member badge in accordance with brand guidelines for the duration of their membership. • Directory listing: Inclusion in the Homecare Association supplier directory with a company description and contact details. • Event discount: Eligibility for discounted exhibitor and sponsor packages for Homecare Association Annual and Digital Conferences. Discounts and availability may vary by event. • **Member pack insert**: Eligibility to access the opportunity to include one (1) A5 flyer in the welcome pack issued to new provider members. Availability is subject to scheduling, quantities, and approval of content.	
Affiliate - Partner	Fees will be agreed between the Homecare Association and the Partner Affiliate on a case by case basis, as set out in the Partner Membership Agreement..	Bespoke arrangements as set out in the Partner Membership Agreement.	