

PARTICIPATING COMPANIES TERMS AND CONDITIONS



MIA allows companies within the medical technology industry to register their accredited employees (“Representatives”) for MIA Cards which are used by participating Hospitals (both defined below) for verification purposes when access to areas of critical care is required. Areas of critical care may include, by way of example, operating theatres and/or acute care wards.

BY PARTICIPATING IN MIA THE COMPANY AGREES TO BE BOUND BY THE FOLLOWING TERMS, WHICH GOVERN THE USE OF MIA AND THE SERVICES WHICH WE PROVIDE THROUGH MIA.

The following definitions apply to these “Terms”:

“Card Fee”	the non-refundable fee payable for the MIA Card in accordance with clause 14.
“Company”	the organisation participating in MIA.
“Course Fees”	the fees payable for Wellards’ Courses and/or approved third party Courses.
“Course(s)”	the training courses which Representatives must complete to obtain the necessary level of “Accreditation” in order to register with MIA, a list of which can be found on the Website.
“Hospitals”	the various NHS Trusts, hospitals, care centres or other similar healthcare organisations who use MIA for verification purposes.
“Issue Date”	the date Representatives are issued with their original MIA Card.
“MIA”	the “Medical Industry Accreditation” scheme, comprising of the MIA Software and the Website.
“MIA Card”	the unique card issued to Representatives.
“MIA Software”	our proprietary software in machine-readable object code form only and the underlying database in which the queries and results of each Representative search are stored.
“Representative Terms”	the terms and conditions which govern each Representative’s use of MIA, as notified to the Representatives and the Company from time to time.
“Staff”	authorised members of staff at the Hospitals.
“VAT”	value added tax chargeable under English law for the time being and any similar additional tax.
“Website”	the website at www.miaweb.co.uk , and/or as otherwise notified from time to time.
“Working Day”	means a day (other than a Saturday or Sunday) when banks in the City of London are open for business.

1 Applicable Terms

The Company’s use of MIA is governed by these Terms and our [Terms of Use](#), [Privacy Policy](#) and [Cookies Policy](#). In the event of a conflict these Terms shall prevail.

2 Information About Us

MIA is sponsored by the Association of British Healthcare Industries Limited (ABHI) and administered by Medical Industry Limited (jointly and severally “We” “Us” “Our”). We are each registered in England and Wales under company numbers 01469941 and 10799269 (respectively) and have our registered offices at c/o 4th Floor, Waterloo Road, London SE1 8RD and 188 High Street, Tonbridge, England, TN9 1BE (respectively).

3 Applying to Participate in MIA

- 3.1 The Company may apply on behalf of its Representatives for registration with MIA PROVIDED THAT: it has the authority to bind the Representatives; it has made the Representatives aware of the Representative Terms; and it has obtained all necessary consents and permissions to disclose the required information relating to each Representative.
- 3.2 The Company shall also procure that each Representative complies with these Terms to the extent that they apply to the Representatives.

4 Approval Conditions

- 4.1 On registering as a participating company, the Company must demonstrate that it is a registered company within England and Wales, and shall, on our reasonable request, provide a copy of its latest annual return.
- 4.2 To the extent that the Hospitals require any Representatives to undergo a Disclosure and Barring Service (DBS) check and/or health checks prior to entering areas of critical care, the Company shall procure that such Representatives undertake such checks at the Hospital’s (or our, as the case may be) reasonable request.

5 Term

- 5.1 The Company’s registration with MIA shall last indefinitely unless terminated in accordance with clause 18.
- 5.2 Each Representative’s registration with MIA shall remain valid, subject to these Terms, for one (1) year from each Issue Date (Term), following which registration shall automatically expire, unless renewed by the Company via the Website.

6 Accreditation

- 6.1 When applying for MIA Cards on behalf of the Representatives, the Company must ensure that:
 - i. the Representative has successfully completed the required Course(s) to the reasonable satisfaction of an approved third party course provider as the case may be;
 - ii. all necessary information has been provided in the application process, as set out in clauses 7i) – (iv) (inclusive).
 - iii. all relevant Course Fees and Card Fees have been paid in accordance with clause 14.

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- 6.2 If the Company fails to comply with clause 6.1 we reserve the right to refuse the Representative's registration with MIA until such non-compliance is rectified to our reasonable satisfaction.
- 6.3 The Company is responsible for ensuring that each Representative's Accreditation remains valid, current and up-to-date throughout the Term. In the event that a Representative's Accreditation lapses, or becomes invalid for whatever reason during the Term, such Representatives will be required to complete additional Courses in order to renew Accreditation and their registration with MIA. In the period of "non-accreditation" we will disable such Representatives' MIA Cards and the Representative may not be permitted access to areas of critical care until Accreditation is achieved to our reasonable satisfaction.

7 Information

The Company agrees, and shall procure that each Representative agrees, that we may collect and process the following information:

- i. information provided under clause 4.1 when registering as a participating company;
- ii. information provided under clause 4.2 relating to the Representatives' DBS and health checks, if applicable;
- iii. information provided when applying for MIA Cards on behalf of the Representatives, including the Company's details, each Representative's name, job title, and one form of photographic identification for each Representative;
- iv. information relating to each Representative's level of Accreditation and the Courses they have completed, including any applicable exam results and/or certificates relevant to such Courses;
- v. when Representatives access areas of critical care within the Hospitals, we may also track certain information about their visits, including the date and time they enter and leave such areas and who they are visiting; and
- vi. if the Company or any Representative contacts us, we may keep a record of that correspondence.

8 Disclosure of Information

- 8.1 The Company agrees, and shall procure that each Representative agrees, that we may use any information which we hold about the Company and/or the Representatives in the following circumstances and that we may disclose any such information to third parties:

- i. to provide the Company and the Representatives with access to MIA;
- ii. to allow Staff to confirm each Representative's identity and determine whether access to areas of critical care should be granted to the Representatives;
- iii. to allow Hospitals to track details of the Representatives' visits to the Hospitals and audit such tracking information for internal purposes;
- iv. in the event that we sell or buy any business or assets, in which case we may disclose such information to the prospective seller or buyer of such business or assets;
- v. if we are under a duty to disclose or share such information in order to comply with any legal obligation, or in order to enforce or apply our [Terms of Use](#), [Privacy Policy](#), [Cookies Policy](#) and any other agreements;
- vi. to protect the rights, property, or safety of the ABHI and/or Medical Industry Limited, our customers, or others (this includes exchanging information with other companies and organisations for the purposes of fraud protection);
- vii. for the prevention of crime, in accordance with the law, regulatory or governing body, for the purposes of preventing injury or harm to you; or
- viii. otherwise in accordance with these Terms.

8.2 PLEASE NOTE: PARTICIPATION IN MIA CONSTITUTES THE COMPANY'S AND REPRESENTATIVES' AGREEMENT TO ALL INFORMATION BEING HELD AND USED AS DESCRIBED IN THESE TERMS.

- 8.3 The Company and/or each Representative has the right to ask us not to process the above information for the purposes set out in these Terms, however should this right be exercised, Representatives may be prevented from accessing the Hospitals. **Please contact us at help@miaweb.co.uk for more information.**

9 MIA Cards

- 9.1 Each MIA Card contains a unique reference number, which Staff input into the Website to access the above information about Representatives in order to verify their identity and determine whether they are permitted to access the areas of critical care.
- 9.2 The Company shall, and shall procure that each Representative shall, treat all information associated with their MIA Card as confidential and must not disclose such information (and in particular the unique reference number) to any person, other than as strictly necessary for the use of MIA.
- 9.3 The Company and/or the Representatives shall promptly notify us on 01732 920 900 or at help@miaweb.co.uk in the event that:
- i. the Company and/or a Representative knows or suspects that any unauthorised person is using (or attempting to use) a MIA Card or knows a Representative's unique reference number;
 - ii. a Representative forgets their MIA Card when attending a Hospital; or
 - iii. a Representative loses their MIA Card (or suspects it has been stolen and/or copied). Please note a replacement Card Fee may apply in accordance with clause 14.3.

10 The Company's Obligations

The Company warrants and undertakes that:

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- 10.1 it will appoint a project manager who has contractual authority to bind the Company on all matters relating to MIA;
- 10.2 it has full power and authority to participate in MIA and apply for registration on behalf of each Representative;
- 10.3 all information about the Representatives provided to us in connection with MIA, including but not limited to each Representative's photographic identification, is true and accurate, current and complete. If there are any changes to the details supplied to us the Company must notify us immediately at help@miaweb.co.uk. On renewing any MIA Cards the Company shall (and shall procure that each Representative shall) update all details we hold about each Representative;
- 10.4 it will ensure that the Representatives maintain the required level of Accreditation throughout the Term in accordance with clause 6.3;
- 10.5 it shall procure that each Representative shall observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Hospital premises and that have been communicated to them by the Hospital;
- 10.6 it will ensure that the MIA Cards are not used for any fraudulent or criminal purpose; and
- 10.7 it will not, and will procure that the Representatives do not, under any circumstances, permit (whether directly or indirectly) any other person to use the MIA Cards and shall, at all times, keep the MIA Cards secure.

11 Our Rights

- 11.1 We reserve the right to disable the Company's and/or the Representatives' access to MIA at any time, if in our reasonable opinion the Company and/or the Representatives have failed to comply with any of the provisions of these Terms.
- 11.2 Whilst we are providing access to MIA to assist Representatives accessing Hospitals, we cannot, and do not, guarantee that Representatives will always be granted access to the areas of critical care. Staff may, at their sole discretion, refuse to grant Representatives access if, in their reasonable opinion, a Representative's identity or Accreditation is invalid or for any other reason.

12 Helpline

- 12.1 Whilst we endeavour to ensure that MIA is available 24 hours a day, we do not make any commitment that MIA will always be available, uninterrupted or error free and we will not be liable if for any reason MIA is unavailable at any time or for any period. In the event that MIA is unavailable please contact the MIA Helpline.
- 12.2 The "MIA Helpline" is available between 09:00 – 17:00 on Working Days and shall comprise a telephone help desk to provide first-line technical support to the Company and Representatives, remote diagnosis and, where possible, correction of faults in MIA. If additional on-site support is required it may be provided by us at our standard rates in force from time to time.

13 Use of MIA

- 13.1 The Company shall not, and shall procure that the Representatives will not, use MIA to store, distribute or transmit any material that is unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities.
- 13.2 The Hospital shall not, and shall procure that the Representatives will not, whether directly or indirectly:
 - i. attempt to duplicate, modify or distribute any portion of MIA or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any aspect of MIA, except as may be allowed by any applicable law which is incapable of exclusion by agreement between us; or
 - ii. use MIA to provide services to third parties; or
 - iii. transfer, temporarily or permanently, any of its rights under this agreement, or attempt to obtain, or assist others in obtaining, access to MIA, other than as provided under this clause 13; or
 - iv. attempt to circumvent, or assist others in circumventing, access to MIA.
- 13.3 We assume no responsibility and shall not be liable for any loss or damage caused by a virus, or other technologically harmful material that may infect your computer or any other equipment or other property on account of your access to, use of, or browsing of the Website, access to MIA or any website linked to it.

14 Fees

- 14.1 Subject always to the satisfaction of clause 6.1, if:
 - i. Accreditation is achieved by Representatives through third party course providers then the Card Fee shall be invoiced by Medical Industry Limited on (or around) the Issue Date and, if renewed for any subsequent Term, the subsequent Issue Date(s).
- 14.2 Card Fees shall be in accordance with Medical Industry Limited's standard rates in force from time to time, as published on the Website, and are payable by the Company in accordance with the payment terms detailed on each invoice.
- 14.3 In the event that any Representative requires a replacement MIA Card during the Term, the Company may be required to pay a replacement Card Fee. Replacement MIA Cards will only remain valid until expiry of the Term and, for the avoidance of doubt, the issue of a replacement MIA Card will not result in a new Issue Date or an extension of the Term.

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14.4 All Card Fees are exclusive of VAT, which Medical Industry Limited shall add to its invoices at the appropriate rate if applicable.

15 Information Storage

The information we collect through MIA may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of MIA services. By submitting information through MIA, the Company agrees, and shall procure that the Representatives agree, to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that all data is treated securely, in accordance with these Terms and in accordance with the Data Protection Act 1998.

16 Intellectual Property Rights

The Company acknowledges and agrees that we are the owners (or the licensees as the case may be) of all intellectual property rights (including without limitation copyright, patents, trademarks, design rights (whether registered or unregistered) and database rights) which exist in connection with MIA. The Company and Representatives are only permitted to use such content in accordance with these Terms.

17 Liability

17.1 The Company agrees and acknowledges that it is responsible for each Representative's compliance with these Terms and shall put in place suitable arrangements whereby the Representatives are made aware of their obligations in connection with MIA, but shall as a minimum ensure they read and agree with the "Representatives' Information", which can be found on the Website.

17.2 The Company shall indemnify us against all liabilities, costs, expenses (including legal expenses), damages and losses suffered or incurred by us arising out of or in connection with any breach by the Company and/or any Representative of these Terms.

17.3 Except as set out in these Terms, to the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to MIA and the Company's participation in MIA; in no circumstances will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from or in connection with the Company's or the Representatives' use or misuse of MIA.

17.4 Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with MIA and the performance or contemplated performance of these Terms shall in all circumstances be limited to £100.

17.5 Nothing in these Terms shall limit or exclude our liability for:

- i. death or personal injury resulting from our negligence;
- ii. fraud or fraudulent misrepresentation; and
- iii. any other liability that cannot be excluded or limited by English law.

18 Termination

18.1 We may terminate these Terms and any participation or registration with MIA immediately by written notice:

- i. if the Company and/or a Representative commits a breach of these Terms and fails to remedy (if remediable) such breach within 14 days of receipt of notice requiring it to do so;
- ii. if our [Terms of Use](#) are breached; or
- iii. for any other reason at our sole discretion.

18.2 The Company may terminate its and any Representative's registration with MIA at any time by contacting us at help@miaweb.co.uk.

18.3 On termination for any reason all rights granted to the Company and Representatives under these Terms shall cease and we may prevent Representatives' access to areas of critical care within the Hospitals by disabling the MIA Cards.

19 General

19.1 The Company may not assign, sub-licence or otherwise transfer any of its rights under these Terms.

19.2 If any part of these Terms is found to be invalid by any court having competent jurisdiction that part shall be enforced to the maximum extent possible and the validity of the remaining terms will be unaffected.

19.3 Nothing in these Terms shall be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

20 Jurisdiction and Applicable Law

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) 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 dispute or claim that arises out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).