

# PARTICIPATING HOSPITALS TERMS AND CONDITIONS



MIA allows hospital staff to verify the identity of individuals within the medical technology and pharmaceutical industry, and their level of accreditation, when such individuals seek access to areas of critical care. Areas of critical care may include, by way of example, operating theatres and/or acute care wards.

BY PARTICIPATING IN MIA THE HOSPITAL 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”:

“Company”	companies participating in MIA.
“Hospital”	the NHS Trusts, hospitals, care centres or other similar organisations participating in MIA.
“Information”	the information set out in clause 6.
“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, used by the Hospital for the Permitted Purpose and the underlying database in which the queries and results of each Representative search are stored and used to generate “Reports”.
“Representative”	authorised representatives of the Companies.
“Staff”	authorised members of staff at the Hospital.
“VAT”	value added tax chargeable under English law for the time being and any similar additional tax.
“Website”	the website at <a href="http://www.miaweb.co.uk">www.miaweb.co.uk</a> , 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 Hospital’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 4<sup>th</sup> Floor, Waterloo Road, London SE1 8RD and 188 High Street, Tonbridge, England, TN9 1BE (respectively).

## 3 Applying to Participate in MIA

- 3.1 The Hospital may apply for registration with MIA and shall procure that its Staff comply with these Terms to the extent that they apply to Staff.
- 3.2 On registration with MIA the Hospital will be provided with a secure password to the Website, by which Staff can then, on creating individual usernames, access each Representative’s profile information and the Reports.
- 3.3 The Reports are generated by us, and comprise of the Representatives’ information, as set out in clause 6, copies of which can be downloaded by the Hospital and/or Staff, subject to clause 16.

## 4 Term

The Hospital’s registration with MIA shall last indefinitely unless terminated in accordance with clause 18.

## 5 MIA Cards

- 5.1 MIA Cards are issued to Representatives strictly on the basis that they have (and maintain) the required level of accreditation.
- 5.2 Each MIA Card contains a unique reference number, which Staff are required to input into the Website to access the Representative’s information in order to verify their identity and determine whether they have the required level of accreditation to access the areas of critical care.
- 5.3 The Hospital and/or Staff shall promptly notify us on 01732 920 900 or at [help@miaweb.co.uk](mailto:help@miaweb.co.uk) in the event that:
  - i. the Hospital and/or Staff know or suspect that any unauthorised person is using (or attempting to use) a MIA Card or knows a Representative’s unique reference number; or
  - ii. a Representative forgets their MIA Card when attending the Hospital.

## 6 Information

The Hospital and Staff will be given access to certain Information in connection with MIA, which shall include but not be limited to:

- i. each Company’s details;
- ii. each Representative’s name, job title, and one form of photographic identification for each Representative;
- iii. information relating to each Representative’s Disclosure and Barring Service (**DBS**) checks and health checks, carried out pursuant to clause 8.2;
- iv. information relating to each Representative’s level of accreditation and the courses they have completed in order to participate in MIA, including any applicable exam results and/or certificates relevant to such courses; and

## PARTICIPATING HOSPITALS TERMS AND CONDITIONS



- v. information about each Representative's visits, including the date and time they enter and leave areas of critical care and who they are visiting.
- 6.2 The Hospital agrees, and shall procure that the Staff agrees, that the Information is only used for the "Permitted Purpose", which shall include:
- i. accessing Representatives' profiles via MIA to verify their identity, level of accreditation and determining whether access to areas of critical care should be granted;
  - ii. to allow Staff to track details of the Representatives' visits to the Hospital; or
  - iii. otherwise as is strictly necessary for the use of MIA (in accordance with these Terms).

### 7 Confidentiality

- 7.1 The Hospital shall, and shall procure that its Staff shall, treat all information associated with MIA (including the MIA Cards and the Reports) strictly confidential and must not disclose such information to any person, other than as strictly necessary for the Permitted Purpose.
- 7.2 The Hospital shall ensure that Staff keep all passwords associated with MIA secure and confidential; if we discover that passwords have been provided to individuals who are not Staff members, and without prejudice to our other rights, we may disable such passwords and the Hospital's access to MIA.

### 8 The Hospital's Rights

- 8.1 We hereby grant to the Hospital, subject to these Terms and our Terms of Use, a non-exclusive, non-transferable personal licence, to access MIA via the Website and to make use of the associated services solely for the Permitted Purpose.
- 8.2 The Hospital is permitted to request (whilst acting reasonably) Representatives to undergo DBS checks and health checks prior to granting access to areas of critical care. However, the Hospital acknowledges that we have no responsibility in connection with such checks and the Hospital agrees it is solely responsible for all costs associated with such checks.
- 8.3 The Hospital and its Staff are permitted, at their sole discretion to refuse to grant Representatives access to areas of critical care if a Representative's identity or accreditation is invalid or for any other reason. In the event that access is refused we may request the Hospital to refer the matter to a senior member of staff for further consideration. **Please contact us at [help@miaweb.co.uk](mailto:help@miaweb.co.uk) for more information.**
- 8.4 The Hospital acknowledges that whilst we provide access to MIA to assist with verification checks, we cannot, and do not, accept any responsibility or liability for any act or omission of the Representatives when attending the Hospital and areas of critical care.

### 9 The Hospital's Obligations

- 9.1 The Hospital shall:
- i. maintain a written list of current Staff accessing MIA, and the Hospital shall provide such list to us as we may reasonably request from time to time;
  - ii. provide us with all necessary co-operation in relation to MIA;
  - iii. appoint a project manager, who shall have the authority to contractually bind the Hospital and its Staff on all matters relating to MIA;
  - iv. ensure that all Staff who access and use MIA are adequately trained on MIA at all times. In the event training is required please notify us at [help@miaweb.co.uk](mailto:help@miaweb.co.uk). Training charges may apply in accordance with our standard rates in force from time to time;
  - v. will prepare and maintain the relevant areas of critical care and the Hospital's premises, including identifying, monitoring, removing and disposing of any hazardous materials from its premises in accordance with all applicable laws, before and during the Representatives' attendance; and
  - vi. will upload to MIA all health and safety rules and regulations and any other reasonable security requirements that apply at the Hospital and/or it will inform the Representative, when attending the Hospital, of all such health and safety rules and regulations and any other reasonable security requirements that apply at the Hospital.
- 9.2 The Hospital acknowledges that it is solely responsible for each Representative's health and safety whilst on its premises and shall indemnify us for any losses suffered or incurred by us arising out of or in connection with any claim made against us by Representatives, Companies and/or any other third party, whilst Representatives are attending the Hospital.

### 10 Warranties

The Hospital warrants and undertakes that it:

- 10.1 has full power and authority to participate in MIA;
- 10.2 will comply with all applicable laws and regulations with respect to its activities under these Terms and specifically its obligations under the Data Protection Act 1998 ("DPA") and indemnify us and keep us indemnified against any claims howsoever arising and howsoever relating to the DPA and whether arising out of the use or misuse of MIA;
- 10.3 will only use MIA for the Permitted Purpose;
- 10.4 will ensure that MIA Cards are not used for any fraudulent or criminal purpose; and
- 10.5 will not, and will procure that Staff do not, under any circumstances, permit (whether directly or indirectly) any other person to access MIA.

# PARTICIPATING HOSPITALS TERMS AND CONDITIONS



## 11 Our Rights

We reserve the right to disable the Hospital's and/or Staff's access to MIA at any time, if in our reasonable opinion the Hospital and/or the Staff have failed to comply with any of the provisions of these Terms.

## 12 Our Obligations

12.1 We undertake to use reasonable skill and care in providing all services in connection with MIA.

12.2 In the event of any loss or damage to the Reports and/or any Information, we shall use our reasonable commercial efforts to restore the lost or damaged Reports and/or Information from the latest back-ups maintained in accordance with our standard archiving procedures. We will not be responsible for any loss, destruction, alteration or disclosure of Information caused by any third party.

12.3 To the extent that we become aware of any change to the Information we will update the relevant Representative(s) profiles on MIA. However the Hospital acknowledges that we are reliant on each Company and its Representatives notifying us of any changes and therefore we cannot and do not warrant that the Information will always be up-to-date, accurate or complete as this is not under our control. We do not accept liability for any inaccurate information supplied to us by the Company, the Representatives or any other source beyond our control.

## 13 Helpline

13.1 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.

13.2 The "MIA Helpline" is available between 08:00 – 18:00 on Working Days and shall comprise a telephone help desk to provide first-line technical support to the Hospital and Staff, remote diagnosis and, where possible, correction of any 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.

## 14 Use of MIA

14.1 The Hospital and/or Staff shall 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.

14.2 The Hospital and/or Staff shall 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 14; or
- iv. attempt to circumvent, or assist others in circumventing, access to MIA.

14.3 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.

## 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 Hospital agrees, and shall procure that Staff 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

16.1 The Hospital acknowledges and agrees that we are the owners (or the licensees as the case may be) of all "Intellectual Property Rights" (which shall include, without limitation, copyright, patents, trademarks, design rights (whether registered or unregistered) and database rights) which exist in connection with MIA, including the Reports. The Hospital and Staff are only permitted to use such content and the Reports in accordance with these Terms.

16.2 We license all Intellectual Property Rights in the Reports to the Hospital free of charge and on a non-exclusive basis to such extent as is necessary to enable the Hospital to make reasonable use of the Reports and the MIA services. However, the Hospital acknowledges and accepts that if its participation in MIA is terminated (for whatever reason) we may request, and the Hospital shall comply with such request, the delivery up or destruction of all Reports in the Hospital's possession.

## 17 Liability

17.1 The Hospital agrees and acknowledges that it is responsible for the Staff's compliance with these Terms and shall put in place suitable arrangements whereby Staff are made aware of their obligations in connection with MIA. The Hospital shall

## PARTICIPATING HOSPITALS TERMS AND CONDITIONS



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 Hospital and/or any Staff of these Terms.

- 17.2 To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to MIA and the Hospital'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 Hospital's or Staff's use or misuse of MIA.
- 17.3 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.
- 17.4 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 Hospital and/or Staff commit a breach of these Terms and fail 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 Hospital may terminate its registration with MIA at any time by contacting us at [help@miaweb.co.uk](mailto:help@miaweb.co.uk).
- 18.3 On termination for any reason all rights granted to the Hospital and Staff under these Terms shall cease and we shall prevent all access to MIA.

### 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).