

PARTICIPATING REPRESENTATIVE TERMS AND CONDITIONS



BY PARTICIPATING IN LSI/MIA YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS, WHICH GOVERNS YOUR USE OF LSI/MIA AND THE SERVICES WHICH WE PROVIDE TO YOU THROUGH LSI/MIA.

Medical Industry Ltd are joint data controllers for the Academy for Healthcare Science's LSI National Credentialing Register and the ABHI's MIA system.

The Academy for Healthcare Science (AHCS) and Medical Industry Ltd respect your privacy and are committed to protecting your personal data. As Data Controller for the LSI Credentialing Register, the AHCS and Medical Industry Ltd are responsible for complying with the relevant requirements under the GDPR in respect of the personal data that it holds in connection with all contractual relationships. This privacy notice informs you as to how we look after your personal data when you visit our website and registration systems (regardless of where you visit from) and tells you about your privacy rights and how the law protects you.

The following definitions apply to these "Terms":

"Course(s)"	the training courses which you must complete to obtain the necessary level of "Accreditation" in order to register with LSI/MIA, a list of which can be found on the LSI Website.
"Hospitals"	the various NHS Trusts, hospitals, care centres or other similar healthcare organisations which you attend.
"Issue Date"	the date you are issued with your original ID Card.
"MIA"	the "Medical Industry Accreditation" scheme, comprising of the MIA Software and the Website.
"ID Card"	your unique identification card.
"MIA Software"	our proprietary software in machine-readable object code form only and the underlying database.
"Staff"	authorised members of staff at the Hospitals.
"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:** Your use of LSI/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 Term:** Your registration with LSI/MIA shall remain valid, subject to these Terms, for one (1) year from the Issue Date (**Term**), following which, registration shall automatically expire, unless renewed via the Website.
- 3 Accreditation:** You are responsible for ensuring your Accreditation remains valid, current and up-to-date throughout the Term. In the event that your Accreditation lapses, or becomes invalid for whatever reason during the Term, you will be required to complete additional Courses in order to renew Accreditation and your registration with LSI/MIA. In the period of "non-accreditation" we will disable your ID Card and you may not be permitted access to areas of critical care until Accreditation is achieved to our reasonable satisfaction.
- 4 Checks:** To the extent that the Hospitals require you to undergo a Disclosure and Barring Service (**DBS**) check and/or any health checks prior to entering areas, you agree to undertake such checks on reasonable request from the Hospitals (or us, as the case may be). Please note, the Hospitals may, at their sole discretion, refuse to grant you access to areas of critical care if, in their reasonable opinion, your identity or Accreditation is invalid or for any other reason. **Please contact us at help@miaweb.co.uk for more information.**
- 5 Your Information:** When participating in LSI/MIA you agree that we may collect and process the following information about you:
 - information provided when applying for an ID Card, including your name, job title and one form of photographic identification;
 - information relating to your DBS and health checks, if applicable;
 - information relating to your level of Accreditation and the Courses you have completed, including any applicable exam results and/or certificates relevant to such Courses;
 - when you access areas within the Hospitals, we may also track certain information about your visits, including the date and time you enter and leave such areas and who you are visiting; and
 - if you contact us, we may keep a record of that correspondence.
- 6 Disclosure of Your Information:** You agree that we may use any information which we hold about you in the following circumstances and that we may disclose any such information to third parties:
 - to provide you with access to LSI/MIA;
 - to allow Staff to confirm your identity and determine whether access to areas of critical care should be granted to you;
 - to allow Hospitals to track details of your visits to the Hospitals and audit such tracking information for internal purposes;
 - in the event that we sell or buy any business or assets, in which case we may disclose your information to the prospective seller or buyer of such business or assets;

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- v. if we are under a duty to disclose or share your 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 our rights, property, or safety, or that of 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.

PLEASE NOTE: YOUR PARTICIPATION IN MIA CONSTITUTES YOUR AGREEMENT TO YOUR INFORMATION BEING HELD AND USED AS DESCRIBED IN THESE TERMS.

- 7 ID Cards:** Your ID Card contains a unique reference number, which Staff will input into the Website to access the above information about you in order to verify your identity and determine whether you are permitted to access areas of critical care. You must treat all information associated with your ID Card as **CONFIDENTIAL** and must not disclose your unique reference number to any person, other than as strictly necessary for your use of LSI/MIA. You must promptly notify us on 01732 920 900 or at help@miaweb.co.uk in the event that:
- i. you know or suspect that any unauthorised person is using (or attempting to use) your ID Card or knows your unique reference number;
 - ii. you forget your ID Card when attending a Hospital; or
 - iii. you lose your ID Card (or suspect it has been stolen and/or copied).
- 8 Your obligations:** All information you provide to us, including but not limited to your photographic identification, must be true and accurate, current and complete. If there are any changes to the details supplied to us please inform us straight away at help@miaweb.co.uk. If you renew your ID Card, you are required to update your details with us. You are responsible for complying with 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 you by the Hospital, whether through LSI/MIA or when attending the Hospital. You will not use your ID Card for any fraudulent or criminal purpose and you will not, under any circumstances, permit (whether directly or indirectly) any other person to use your ID Card.
- 9 Our Rights:** We reserve the right to disable your access to LSI/MIA at any time in the event we reasonably believe you are not suitably Accredited or you have failed to comply with any of the provisions of these Terms.
- 10 Intellectual Property Rights:** 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 may exist in connection with LSI/MIA. You are only permitted to use such content in accordance with these Terms.
- 11 Information Storage**
- The information we collect through LSI/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 LSI/MIA you 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 2018.
- 12 General:** Nothing in these Terms shall be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.
- 13 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).