Florence Nightingale Foundation

Individual Membership – Terms and Conditions

1 Introduction

These Terms and Conditions ("Terms") govern individual membership of the Florence Nightingale Foundation ("FNF", "we", "us", "our"), which is the responsible contracting party for all matters relating to your membership. By purchasing or renewing an individual membership, you ("Member", "you") agree to be bound by these Terms, as may be updated, varied or amended from time to time.

2 Eligibility

Individual membership is open to qualified nurses, midwives and nursing associates, including those who are retired or based in countries without a professional register, and to students in these fields ("Eligible Persons"). You confirm that you are an Eligible Person and that the information you have provided with respect to your eligibility for membership is true, complete and accurate in all respects and not misleading. You further undertake to promptly (and in any event within 14 days) provide written notice (including via email) to FNF in the event that any of the information you have provided requires amendment or becomes untrue, incomplete, inaccurate or misleading in any respect prior to or during the course of your membership, and to provide corrected and up to date information. For the avoidance of doubt, eligibility for membership is based on self-declaration at the point of sign-up and FNF does not independently verify professional or student status.

3 Membership Tiers and Fees

3.1 FNF currently offers the following individual membership tiers:

(a) Full Rate – annual fee of £98 for Eligible Persons based in high-income or upper-middle-income countries (per the World Bank income classification)

(b) Concessionary Rate - annual fee of £68 for Eligible Persons who are: (i) based in low or lower-middle-income countries; (ii) students in any country; or (iii) retired in any country

Members self-select the rate that applies to them at the point of registration. Fees include an amount to cover payment processing costs and are non-negotiable.

3.2 Changes to your circumstances

(a) The rate you pay depends on the eligibility you declare when you join, for example, your student status or the country you are based in.

(b) If your circumstances change during a membership year, your fee stays the same until your next renewal date. It is your responsibility to tell us of any

change affecting the rate you qualify for. We will ask you to confirm your eligibility each time your membership renews.

4 Payment

4.1 Payment is taken via Stripe, our third-party payment processor.

4.2 You may pay by direct debit or card, as offered at checkout.

4.3 All fees are inclusive of VAT where applicable.

4.4 Failed payments may result in suspension of membership benefits until payment is resolved or your membership is terminated.

5 Term and Renewal

5.1 Your membership shall begin on the first day of the calendar month following the date your membership fee payment is received by FNF and runs for 12 months from that date, provided that if your first membership fee payment is not received by FNF 5 business days (being a day other than Saturday and Sunday when banks in London, United Kingdom are open for business) before the final day of any calendar month, your membership will begin on the first day of the second following calendar month.

5.2 Your membership will renew automatically for successive 12-month periods unless you cancel.

5.3 We will email you at least four weeks before each renewal date, confirming the fee that will apply for the upcoming renewal year and how to cancel if you do not wish to continue.

5.4 You can cancel your membership at any time by emailing membership@florence-nightingale-foundation.org.uk. If you cancel your next membership before the renewal date, your membership will not renew and no further payment will be taken. For the avoidance of doubt, your membership shall continue until the end of the 12-month membership period in which FNF receives your cancellation request.

6 Right to Cancel (Cooling-Off Period)

6.1 In accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel your membership within 14 days of purchase for a full refund. To exercise this right, email membership@florence-nightingale-foundation.org.uk within the 14-day period.

6.2 A new 14-day cancellation period also applies from the date of each renewal of your membership. If you tell us within 14 days following each renewal that you no longer wish to renew your membership, we will cancel your membership and refund the renewal membership fee in full.

7 Refunds

Subject to clause 12 (in respect of a material change to these Terms), once the 14-day cooling-off period has passed in any membership year, fees are non-refundable, including in the event a Member cancels mid-term or where membership is terminated by FNF under clause 10.

8 Membership Benefits

8.1 Details of benefits associated with each membership tier are set out separately at https://florence-nightingale-foundation.org.uk/individual-membership/ and may be updated by FNF from time to time, provided that we will notify Members in writing of any material changes to such benefits in advance of those changes taking effect.

8.2 Membership benefits are provided solely for your personal use as the registered Member and may not be shared, transferred, or made available to any other individual or organisation.

9 Intellectual Property

9.1 Any materials or content provided to you as part of your membership, in any form, belong to FNF and all intellectual property rights in such materials vest in and belong to FNF. Access to and use of this content does not transfer or assign any of FNF's rights to you.

9.2 You are granted a non-exclusive, limited, revocable, non-sublicensable, non-transferable and royalty-free licence to use the materials for your own personal professional development during your membership. You must not sell, license, distribute, rent, copy (other than as reasonably necessary for your own personal use), or lease any materials or content, modify or create derivative works from them, or use them to create competing materials or content.

9.3 This licence automatically ends when your membership ends, at which point you must stop using any materials or content shared by FNF as part of your membership. If you provide FNF with feedback or suggestions relating to its materials or membership, you grant FNF a non-exclusive, perpetual, royalty-free licence to use them.

10 Member Conduct and Termination by FNF

10.1 All Members are expected to uphold the values of the Florence Nightingale Foundation and to maintain the highest standards of professional behaviour. FNF's values are available at florence-nightingale-foundation.org.uk/about-us/aboutfnf/. Members must not act in any way that brings FNF into disrepute. Discrimination, harassment, or any other form of misconduct will not be tolerated and may result in membership being suspended or terminated.

10.2 FNF may suspend or terminate your membership, without refund of any membership fees, where:

(a) these Terms are breached

(b) membership fees are not paid within the required timeframe

(c) in FNF's reasonable opinion, your conduct is deemed to damage the reputation or interests of FNF

(d) you are removed or suspended from a professional register for reasons relating to your fitness to practise or conduct

(e) you provided inaccurate, false or misleading information in connection with your membership, including when you joined or renewed membership or due to any material failure to update FNF of any change to your circumstances in accordance with clause 2 of these Terms.

10.3 If FNF proposes to terminate or suspend your membership other than for non-payment, to the extent reasonably practicable, you will be notified in writing of the grounds for such decision and be given the opportunity to make written representations before a final decision is made. FNF's decision on termination or suspension following the consideration of any such representations is final.

11 Data Protection

In order to administer your membership, to communicate to you regarding the same and to allow you to benefit from the membership (such as receiving materials and content), FNF will collect and process your personal data. FNF will process such personal data as an independent data controller in accordance with FNF's Privacy Policy (available at https://florence-nightingale-foundation.org.uk/privacy-policy-2/). FNF relies on the legal basis of legitimate interest to process such personal data. If you would like to complain or have any queries regarding FNF's processing of your personal data, please contact FNF at admin@florence-nightingale-foundation.org.uk.

Payment information is processed securely by Stripe and is not stored by FNF directly.

12 Changes to these Terms

12.1 FNF may update, vary or amend these Terms from time to time. We will notify Members in writing of any material changes to these Terms at least [30] days in advance of such changes taking effect.

12.2 If you do not wish to accept the material change following notification, you may cancel your membership by notifying FNF in writing (in accordance with clause 18) at any time before the change takes effect. If you do so, your membership will end on the date the change takes effect and FNF will refund the part of your membership fee that relates to the remainder of your current membership year, calculated on a pro rata basis.

12.3 If you do not cancel before the relevant material change takes effect, the updated Terms will apply to your membership from that date.

13 Liability

13.1 While FNF provides membership benefits with reasonable care and skill, we do not guarantee uninterrupted access to digital platforms, content, or events.

13.2 FNF's liability to Members is limited to the fees paid for membership in the relevant year, except where liability cannot be limited or excluded by law (for example, death or personal injury caused by negligence).

13.3 FNF will not be liable for any failure or delay in providing membership benefits caused by circumstances outside its reasonable control, including but not limited to natural disasters, epidemic or pandemic, war or civil unrest, government action, or industrial action ("Force Majeure Events"). FNF will notify Members if a Force Majeure Event is expected to affect their membership and will take reasonable steps to limit its impact.

14 No Waiver

Any delay by FNF in enforcing these Terms will not be treated as a waiver of FNF's rights. For example, if FNF allows continued access to membership benefits despite a delay in payment, this does not prevent FNF from later requiring payment in full.

15 Severability

If any provision of these Terms is found to be unenforceable, it will be modified to the minimum extent necessary to make it enforceable or, if that is not possible, removed, without affecting the enforceability of the remaining Terms.

16 Third-Party Rights

This contract is between FNF and the Member. No other person has any right to enforce any of its terms.

17 Governing Law

These Terms are governed by the law of England and Wales, and the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including those that are not contractual) relating to these Terms or their subject matter.

18 Notices

18.1 Any reference to a notice given “in writing” in these Terms includes via email.

18.2 Any notice or other communication you give to FNF under these Terms (including a cancellation request or notice of a change to your eligibility or circumstances) must be sent by email to [membership@florence-nightingale-foundation.org.uk] or by post to FNF, 10-18 Union Street, London, SE1 1SZ

18.3 Any notice or other communication FNF gives to you under these Terms (including renewal reminders, notice of changes to these Terms, and notice of suspension or termination) will be sent by email to the email address held on your membership account or, where FNF considers it appropriate, by post to the address held on your membership account. It is your responsibility to keep your contact details up to date, and you can do so by contacting us at the email address above.

18.4 A notice or communication is treated as received:

(a) if sent by email, at the time it is sent, or, if sent after 5.00 pm or on a day that is not a working day, at 9.00 am on the next working day;

(b) if sent by post within the United Kingdom, at 9.00 am on the second working day after posting; and

(c) if sent by post to or from an address outside the United Kingdom, at 9.00 am on the fifth working day after posting.

(d) "Working day" means a day other than a Saturday, Sunday or public holiday in England.

18.5 This clause 18 does not apply to the service of any documents in legal proceedings.

18.6 General questions about your membership or these Terms should be directed to membership@florence-nightingale-foundation.org.uk