

BSGE Membership Terms and Conditions

These Membership Terms and Conditions (“Terms”) govern your (“your” or “you”) use of the British Society for Gynaecological Endoscopy (“BSGE”, “we”, “us”, “our”).

In this policy BSGE is incorporated and registered as a charitable trust in England and Wales with charity number 1077892, and whose registered office is at c/o Royal College of Obstetricians and Gynaecologist, 10-18 Union Street, London, SE1 1SZ.

If you have any questions in relation to these Terms, please contact us by post at our registered address or by e-mail at bsge@rcog.org.uk.

1. Membership contract

1.1 When you click to submit your online application for membership or you post or email us with your application, you are making an offer to join BSGE which, if accepted by us, will result in a legally binding contract with us.

A legally binding contract is formed on the date we accept your application and we confirm this to you in writing or by email.

1.2 The following form part of the contract and govern your membership with us:

- (a) these Terms;
- (b) our [Privacy Policy](#);
- (c) our [Acceptable use Policy](#).

(together the “contract”)

1.3 If there is any conflict or inconsistency between the provisions of the contract, such conflict or inconsistency must be resolved according to the following order of priority:

- (a) these Membership Terms;
- (b) our Privacy Policy;
- (c) our Acceptable use Policy.

1.4 Each time you renew your membership, you will be deemed to accept the contract.

1.5 Membership is non-transferable and non-transmissible.

2. Application for membership

2.1 Acceptance as a member of BSGE is at our sole discretion.

2.2 There are several categories of membership. Further details of the different categories are documented on our [website membership page](#).

2.3 We may decide to decline your application. We are not bound to publish or otherwise communicate the reasons if we decline your membership application. You do not have any right to appeal if your membership application is declined.

2.4 You warrant that all information provided to us on application for membership is true and accurate at the point of submission. Failure to provide true and accurate information may result in an application for membership being refused or membership being revoked and, in such circumstances, there will be no refund of the membership subscription fee.

3. Membership subscription

3.1 In order to become a member with us, you must pay our subscription fee by credit or debit card or by direct debit.

3.2 You can make payment and find details about the annual membership subscription fees [here](#).

3.3 Membership is annual and is valid for twelve consecutive months from the day of joining Membership and shall renew automatically for further 12 month periods provided the original credit or debit card used to make payment remains valid, unless and until terminated in advance in accordance with these Terms.

3.4 If you fail to pay your membership fee, we reserve the right to suspend your membership until payment is received.

4. Account

4.1 As a member, you will need to create a username and password, with which you may access the members section of our website. Your username and password are unique to you and your membership. You must not disclose it to any third party, and must treat this information as confidential.

4.2 We have the right to disable any username or password, whether chosen by you, allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of the contract.

4.3 If you know or suspect that anyone other than you knows your user identification or password, you must promptly notify us at bsge@rcog.org.uk.

5. Membership benefits and obligations

5.1 Membership does not entitle you to become a Council Board member of BSGE.

5.2 You must provide us with your contact details for listing on the membership directory, and you must inform us of any changes in your contact details.

5.3 You must promptly notify us of any change in your circumstances which may affect your eligibility or categorisation as a member.

5.4 If you have qualified from doctor in training to a substantive consultant post during the year you will be required to select and pay for the correct membership category at renewal.

5.5 As a member, you will have access to the membership directory. Other membership benefits are set out [here](#) and may be amended from time to time.

6. BSGE name and logo

6.1 The names BSGE and the BSGE logo are our intellectual property.

6.2 You may, during the term of your Membership, use the BSGE Members' Logo on websites and promotional and other material to inform the public that you are a member of BSGE.

6.3 You shall not amend the BSGE Members' Logo in any way, nor shall you use it in any way which may be considered to be misleading or to misrepresent the nature of your membership or relationship with BSGE.

6.4 You recognise that all rights in the BSGE Brand remain vested in us.

6.5 For the avoidance of doubt all your rights to use the BSGE Members' Logo shall immediately cease in the event that you stop being a member of BSGE for whatever reason (which may include cancellation or termination of your membership under clause 7). In such an eventuality you must immediately cease to use the BSGE Members' Logo and any and all other components of the BSGE Brand which shall include removing all usages from all websites and promotional and other material.

7. Cancellation and termination of membership

7.1 You may cancel your membership at any time by providing notice to us in writing, either at the address above or to bsge@rcog.org.uk. If you cancel your membership within 14 days of making payment of the membership subscription fee, we will refund any membership subscription fee that you have paid in the last 14 days. We will not refund any membership subscription payments after this time.

7.2 We may cancel your membership if:

7.2.1 A subscription fee which is due remains unpaid 90 days after the date of a notice from us that such subscription fee is due and we decide to terminate your membership;

7.2.2 You are not or no longer eligible for membership within the relevant category and not eligible to be admitted to another membership category;

7.2.3 You use the membership directory for any other purpose other than in relation to your membership with BSGE or you disclose the information contained therein to a third party;

7.2.4 You commit a material breach (or a series of breaches that amount to a material breach) of this contract or otherwise fail to adhere to BSGE principles; or

7.2.5 In our view, your continued membership risks bringing BSGE into disrepute in any way.

7.3 We may change your category of membership, or request that you apply for a different category, if evidence comes to light which indicates to us that you should be, or it is in the interests of BSGE as a whole for you to be, in a different category of membership.

8. Data Protection

8.1 Save for as set out below, we will use any personal data provided as a member in accordance with our Privacy Policy, which can be accessed [here](#). Please take time to read this policy as it applies to our use of your personal data. Please note that the Privacy Policy may be updated from time to time to reflect how we deliver our services so please revisit this policy regularly.

8.2 We will use your personal data in the following ways:

8.2.1 To administer your membership and deliver any membership benefits and services;

8.2.2 To send email correspondence in relation to your membership status, membership renewal and other membership matters; and

8.2.3 To send you regular emails to inform you about your membership, membership benefits, our activities and news, from which you will be given the opportunity to 'Opt Out'.

8.3 Save for providing the membership directory, we will not disclose membership information to a third party unless required to do so by law.

9. Liability

9.1 we do not exclude or limit in any way our liability for:

9.1.1 death or personal injury caused by our negligence or the negligence of our employees, agents or sub-contractors;

9.1.2 fraud or fraudulent misrepresentation; and

9.1.3 such other liability that we cannot exclude by law.

9.2 To the extent permitted by law and except as set out in these Terms, we exclude all express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to your membership and any benefits that we or our partners may provide.

9.3 We do not accept any liability for damage to, or loss of, your personal belongings whilst you attend any premises of ours or any event organised by us. We do not accept any responsibility for any loss (including, without limitation, theft) of any property occasioned at any venue, save for any damage caused by our negligence in which circumstances our liability for such losses shall be limited to the annual membership subscription fee you paid.

9.4 We will have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any:

9.4.1 indirect or consequential loss or damage;

9.4.2 loss of data;

9.4.3 loss of profit;

9.4.4 loss of revenue or business (whether direct or indirect), however caused, even if foreseeable.

9.5 Subject to clause 9.1, our total liability to you in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the membership subscription fee that you paid in the 12 months preceding any claim.

9.6 The limitations and exclusions in this clause 9 only apply to the extent permitted by applicable law.

10. Entire Agreement

10.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

10.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

11. Other important terms

11.1 We may alter, amend, change or modify or withdraw these Terms at any time and from time to time.

11.2 If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date.

11.3 If any provision part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms. If any provision or part-provision of these Terms is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

11.4 Neither you nor we will have any remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. Neither you nor we will have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.

11.5 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

11.6 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

11.7 Nothing in these Terms is intended to, or shall be deemed to, constitute a partnership, agency or joint venture of any kind between you and us.

11.8 Should any of these terms and conditions for any reason be declared invalid or unenforceable by a court of competent jurisdiction, it shall be deemed to be deleted without affecting the remaining provisions.

11.9 These Terms are governed by English law. you and we both agree to submit to the non-exclusive jurisdiction of the English Courts.