



# ACE GROUP WORLD

## TERMS & CONDITIONS OF MEMBERSHIP

### 1. Definitions

“Organisation” or “Us”: means ACE GROUP WORLD, registered in England and Wales, Company number 12220464, registered address ACE Group World, Prospect House, 13 Albert Road, Tamworth, Staffordshire, B79 7JN.

“Member” or “You”: means the person who is named on the Application for Membership form and for whom, following acceptance to the organisation, the organisation has agreed to provide services to, in accordance with these terms.

“Eligibility”: means the criteria required to become a Member of the Organisation.

“Application for Membership”: means the Application for Membership form which must be completed in its entirety and submitted to the organisation in order to check the relevant professional registers to become a member of the organisation.

“Membership”: means the period of time when a Member is contracted to the organisation.

“Membership Fee”: means the payment made by the Member to the organisation to cover membership costs for the Contracted Term. The Membership Fee at the current time is £60 per annum.

“Membership Term”: means a period of twelve months and which is renewable on a yearly basis until the agreement is terminated or lapsed by either party in accordance with these terms.

“Terms and Conditions”: means the legal acceptance between ACE GROUP WORLD and the Member who will be able to access these services.

“Website”: means the organisation’s website <https://www.acegroup.online> with the UK site subdomain being <https://uk.acegroup.online>

### 2. Agreement to these Terms

2.1 When applying for Membership of the Organisation, the Member confirms that they have read and agreed to be bound by these Terms and Conditions. Upon the membership being accepted by the Organisation, the Member should refer to these Terms and Conditions.

### 3. Supply of the Specified Service

3.1 The Organisation shall at its sole discretion provide the following Specified Service to the Member:

- Access to the website and online resources, including e-learning modules;
- Access to support in the management of non-surgical aesthetic complications via an Emergency Helpline, dedicated closed-group forum or email;
- Receive a Welcome Pack, which includes a certificate, membership card and welcome letter;
- Ability to add their details to the Find A Practitioner map on the ACE GROUP WORLD website;
- Easy access to our Guidelines and Patient Information Leaflets;
- Attendance at Regional Workshops and Conference;

- Receive Membership Benefits from our Partners when available;
- Use of the ACE GROUP WORLD logo on your website and literature;

3.2 The Specified Service is given to the Member subject to these Terms and Conditions.

3.3 The Organisation shall use its reasonable endeavours to provide the Specified Service within a reasonable time frame.

3.4 The Organisation may, at any time without notifying the Member, make any changes to the Specified Services which are necessary to comply with any health and safety or other statutory requirements and/or which do not materially affect the nature or quality of the Specified Service.

3.5 Any other changes or additions to the Specified Service or to these Terms will be notified to the Member and updated in these Terms and Conditions.

## **4. Contract Terms and Payments**

4.1 Membership of the Organisation is for an initial Contract Term of 12 months and is subject to payment of the Membership Fee each year.

4.2 Following the expiry of the initial Contract Term and any subsequent Contract Term, the Member must renew their Membership paying the Membership Fee for the next Contract Term otherwise Membership is terminated in accordance with these Terms and Conditions. Upon termination of Membership, the Member will be removed from the forum, the Find A Practitioner map and access to the Website will be revoked. Members whose Membership has expired, will no longer be able to display the ACE GROUP WORLD logo on its literature or website (with the exception of purchased ACE GROUP WORLD Patient Information Leaflets).

4.3 Members will be required to pay for attendance at Conferences and may be required to pay for attendance at Regional Workshops.

4.4 All charges quoted to the Member for the provision of the Specified Service and Events are inclusive of VAT.

## **5. Eligibility**

5.1 Members must be a registered Doctor, Dentist, Nurse, Midwife or Pharmacist.

5.2 Members must hold current registration with their Professional Body within the UK (GMC, GDC, NMC or GPhC). In the event that their Professional Registration status is suspended or struck-off, Membership with the Organisation will be cancelled until such time their Professional Registration status is restored. In this situation, the Member will not be refunded full or part thereof the Membership Fee. It is the responsibility of the suspended Member to notify the Organisation if their registration with their Professional Body is restored and they are eligible to reapply for Membership.

5.3 Members must be resident in the UK.

## **6. Training and Prescribing for Non-Medical Practitioners**

6.1 Members must not provide, or be involved with, training non-medical practitioners in procedures that are considered above their scope of competency by the ACE Group World Board, Professional Associations (such as British College of Aesthetic Medicine and British Association of Cosmetic Nurses),

PSA 'self-regulating' bodies (such as the JCCP), and manufacturers. These procedures include, but are not limited to, botulinum toxins, soft tissue fillers, thread lifting treatments, fat dissolving injections, injectable local anaesthetics, intramuscular injections, and deep chemical peels. Non-medical practitioners include any person who does not meet the eligibility criteria to join ACE Group World. In the event that the ACE Group World Board receives sufficient and robust evidence that a Member is partaking in such activities, this will be investigated, and may lead to either a suspension or cancellation of Membership without refund, until such time this activity is ceased and evidence produced to confirm this. ACE Group World reserves the right to notify the Member's Professional Registration Body.

6.2 Members must not provide prescriptions, or prescription items, to non-medical practitioners for the purpose of conducting procedures that are considered above their scope of competency by the ACE Group World Board, Professional Associations (such as British College of Aesthetic Medicine and British Association of Cosmetic Nurses), PSA 'self-regulating' bodies (such as the JCCP), and manufacturers. These procedures include, but are not limited to, botulinum toxins, soft tissue fillers, thread lifting treatments, fat dissolving injections, injectable local anaesthetics, intramuscular injections, and deep chemical peels. Non-medical practitioners include any person who does not meet the eligibility criteria to join ACE Group World. In the event that the ACE Group World Board receives sufficient and robust evidence that a Member is partaking in such activities, this will be investigated, and may lead to either a suspension or cancellation of Membership without refund, until such time this activity is ceased and evidence produced to confirm this. ACE Group World reserves the right to notify the Member's Professional Registration Body.

## **7. Prescribing for Non-Prescribing Practitioners**

7.1 Members who prescribe for non-prescribing practitioners, that meet the eligibility criteria for ACE Group World, must do so according to the guidance laid down by their Professional Body. This must involve a face-to-face consultation before each treatment. The prescribing practitioner must be trained and competent to perform the procedure themselves and the management of any complication, as well as being available, to manage any adverse reaction or patient concerns. In the event that the ACE Group World Board receives sufficient and robust evidence that a Member is in breach of these Standards, this will be investigated, and may lead to either a suspension or cancellation of Membership without refund, until such time this activity is ceased and evidence produced to confirm this. ACE Group World reserves the right to notify the Member's Professional Registration Body.

## **8. Warranties and Liabilities**

8.1 The Organisation warrants to the Member that the Specified Service will be provided using reasonable care and skill as far as reasonably practically possible. Where the Organisation uses the Service of any agent or third party (such as speaker at events) the Organisation does not give any warranty, guarantee or indemnity in that respect.

8.2 The Organisation shall not be liable to the Member or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failures to perform, any of the Organisations obligations in relation to the Specified Service, if the delay or failure is due to any cause beyond the Organisations reasonable control, and time shall not be of the essence. In respect of an Event cancelled by the Organisation, for any reason whatsoever, liability shall be limited to refunding the Event Fee.

8.3 The Organisation will hold indemnity insurance to cover the Specified Services provided.

## **9. Termination of Membership**

9.1 The Member may terminate the Membership by giving written notice to the organisation. If notice is given during the Contract Term, the Member will not be refunded the Membership Fee for a Contract Term.

9.2 Either party may at any time terminate the Membership by immediate written notice if either commits any substantiated material breach of these Terms and Conditions.

9.3 It is the responsibility of the Member to cancel their active subscription and recurring payment in the event that they no longer wish to remain a Member. Once a recurring payment is cancelled, Membership will cease after their current Membership Term.

## 10. General

10.1 Membership allows all Members to access the Members area of the Website. If a Member decides to cancel a Membership or the Membership is terminated for other reasons, access will be revoked.

10.2 If you enter your details in any enquiry form or contact form, you are giving your express permission for your details to be added to our database for contact and marketing purposes.

10.3 The Member is responsible for providing details for the Find A Practitioner map and is aware that these details, including contact telephone and email, are displayed on the Public Website.

10.4 Members are not permitted to use the Organisations Website or closed-group forum for self-promotion or marketing to other Members. The Organisation reserves the right to suspend the Members access to the Website or closed-group forum in the event of complaints from other Members or repeat offences, and such complaints would constitute a breach of these Terms and Conditions.

10.5 As a Member of the Organisation, the Member agrees to conduct themselves in a professional and business-like manner, treating other Members with respect at all times. If the Organisation should receive a complaint about any Members behaviour, it reserves the right to suspend their Membership. This includes, but is not limited to, inappropriate remarks on the closed-group forum and other social media platforms, which may or may not, be associated with the Organisation. Such complaints if substantiated, would constitute a breach of these Terms and Conditions.

10.6 Membership of the Organisation is at the sole discretion of the Organisation and it reserves the right to refuse Memberships without explanation.

10.7 Our Website uses Cookies to monitor browsing preferences. If you do allow Cookies to be used, certain personal information may be stored by us. Please refer to our Privacy and Cookies Policy which can be found at <http://uk.acegroup.online/policies/privacy-policy/>

10.8 Waiver. No failure or delay by either party in exercising any of its rights under these Terms and Conditions shall be deemed to be a waiver of that right, and no waiver by either party of any breach of these Terms and Conditions by the other shall be considered and a waiver or any subsequent breach of the same or any other provision.

## 11. Confidentiality

11.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients/patients, or suppliers of the other party, except as permitted by the below.

11.2 Each party may disclose to other parties' confidential information:

- (a) to its employees, officers, representatives, subcontractors or advisors who need to know such information for the purposes of carrying out the party's obligations under these Terms and Conditions. Each party shall insure that its employees, officers, representatives, subcontractors or advisors to whom it discloses the other party's confidential information comply with the Clause; and
- (b) As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under these Terms and Conditions.

11.4 Members must obtain consent from clients/patients before submitting any information regarding any client/patient. Members should only submit sufficient information required to provide advice and client/patient names, contact details and other identifiable information should be withheld unless absolutely required and specific consent, preferably in writing, has been provided and confirmed to Us.

11.5 Members posting photographs must ensure that they only show the area of interest and protect identify as much as is possible.

11.6 Members must not copy, reproduce, distribute, publish, display, perform, modify or create derivative works of any ACE GROUP WORLD intellectual property or any Members submitted information, including posts and photographs, without explicit consent. This would constitute a breach of these Terms and Conditions and possibly may constitute legal action.

## 12. Notices

12.1 Any notices to the organisation are to be sent in writing to ACE GROUP WORLD, Prospect House, 13 Albert Road, Tamworth, Staffordshire, B79 7JN or by email to [info@acegroup.online](mailto:info@acegroup.online). Notices to the Member will be sent to the address or email address provided on the Application Form, unless the organisation is otherwise informed in writing or electronically. The provisions of this Clause shall not apply to the service of any proceedings or documents in any legal action.

## 13. Severance

13.1 If any provision or part-provision of these Terms and Conditions 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 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 or enforceability of the rest of the Terms and Conditions.

13.2 These Terms and Conditions constitute 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.

13.3 Each party agrees that it shall have no remedies in respect of any statement, representations, assurances or warranties (whether 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 based on any statement in these Terms and Conditions.

13.4 No variation of Membership shall be effective unless communicated by the Organisation or their authorised representatives.

13.5 Force majeure. Neither party shall be in breach of the Terms and Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these Terms and Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control.

13.6 No-one other than a party to these Terms and Conditions shall have any right to enforce any of its terms.

13.7 These Terms and Conditions, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

13.8 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or its subject matter or formation.

These Terms and Conditions will be provided in printed form to Members where requested.

Last Updated: 20<sup>th</sup> March 2022