



Business Offers Scheme and Premium Membership

Terms and Conditions

Premium Membership

General

Premium Members pay an annual membership fee which includes membership of the Business Offers Scheme.

Premium Membership entitles members to local discounts and offers listed on our Business Offers Listing page subject to the specific terms and conditions provided by that offer.

Premium Members are issued a physical or digital League of Friends of Teddington Memorial Hospital ('The Friends of TMH') Membership Card.

The card remains the property of the League of Friends of Teddington Memorial Hospital. It must be returned or deactivated upon request. Any breach of these conditions may result in the withdrawal of The Friends of TMH Membership Card.

The Membership Card can only be used according to the terms and conditions of the individual services offered with the Business Offers scheme.

The Friends of TMH reserves the right to withdraw/amend the card and reserves the right to alter or withdraw the scheme at any time without notice.

The card is not valid if altered, damaged, or defaced in any way, physically or electronically.

The Membership Card will not be accepted as an identity or proof of age card.

The law of England and Wales governs this Agreement and is subject to the exclusive jurisdiction of the English Courts.

Business Offers Scheme

The Membership Card (in conjunction with the Business Offers Listing) must be presented before the sale negotiation or purchase. Please do so to avoid a discount being refused. Any Business Offer shall be subject to the specific terms and conditions provided by that offer under the Business Offer Scheme.

The League of Friends of Teddington Memorial Hospital never endorses or accepts liability for any products or services offered under the Business Offers scheme. Neither does it accept liability where there is an improper or illegal use of the card.

The League of Friends of Teddington Memorial Hospital is not an agent or representative of any retailer listed in the Business Offers Listing. The League of Friends of Teddington Memorial Hospital gives no guarantee or warranty regarding the quality of the goods or services offered by any retailer listed in the directory or any retailer's status or reputation.

Personal

The card is only for the named Member's use and is not transferable.

The League of Friends, Teddington Memorial Hospital, Hampton Road, Teddington, Middlesex, TW11 0JL

Telephone: 020 8714 4074 **Email:** info@friends-tmh.co.uk

Registered Charity Number: 1130645 Company Registration Number: 06956467





Any changes to personal details must be immediately notified to The Friends of TMH, either online, by email to membership@friends-tmh.co.uk or by contacting 020 8714 4074. Proof of new information may be required.

The Membership Card is the responsibility of the cardholder. Lost, stolen or damaged cards will be replaced for free on the first occasion, but a small payment may be charged after this.

Privacy

The League of Friends of Teddington Memorial Hospital is the Data Controller of your Personal Information and will process your data.

The Friends of TMH will use personal data collected via the Membership Card to administer the Business Offers scheme. It will use such information to carry out its various functions and services where appropriate.

The Trustees of The League of Friends of Teddington Memorial Hospital have a duty to protect the funds it administers. The information that you have given may be shared within The Friends of TMH to prevent and detect fraud. The Friends of TMH may also share data externally with other bodies to prevent and detect fraud.

In addition, The Friends of TMH may occasionally contact you regarding offers, promotions, or additional services available concerning the Membership Card.

Personal information will only be made available to other organisations with your permission or if it is necessary to prevent or detect crime and allowed or required by law.

See our [Privacy Policy](#)

Business Offers Scheme

1. What is The League of Friends of Teddington Memorial Hospital Business Offers Scheme?

The League of Friends of Teddington Memorial Hospital ('The Friends of TMH') Business Offers Scheme ('BOS') is a discount service intermediary for The Friends of TMH members. For more details about our membership eligibility criteria and a list of participating businesses, both of which may be amended at any time at our discretion, please see our websites at: www.friends-tmh.co.uk.co.uk. We are a registered charity (Charity Number: 1130645) and a registered business in England and Wales (company number 06956467), with a registered office located at Teddington Memorial Hospital, Hampton Road, Teddington, Middlesex, TW11 0JL.

2. When do these Terms apply?

These Business Offers Scheme Terms and Conditions ("Terms") apply to you where you are a business (you, your) wishing to place an offer on any of our websites and mobile apps to promote your products and services to our members, and where you do not pay us a commission or other benefit for listing your business offer ("Business Offer Listing Service").

When you use our Business Offer Listing Service, you will be asked to indicate your agreement to these Terms when you submit your offer via website, mobile app or email. These Terms, as

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amended or updated from time to time (see Section 10 below) will apply to you for the duration of the time your offers appear on our websites and mobile apps. Although the contract between us will come to an end once your offers have expired or have been removed from our websites / mobile apps by us, this will not preclude us from bringing a claim against you for any rights of action that have accrued during the term of our contractual relationship and any other legal rights available to us under contract, tort, statute or otherwise.

If you already have a contract with us that governs us marketing offers in respect of your products or services, or you later sign one, then that contract will apply, and these Terms will not / will no longer apply to you.

3. What does the Business Offer Listing Service involve?

You can make an online or email application to request that your offer is listed on either The Friends of TMH websites / mobile apps or both. We will review your application and, if it appears to us that the eligibility criteria are met (see Section 4 below), we will list your offer on our websites / mobile apps. We will not alter the content of your offer (save for any obvious spelling or typographic errors or errors in our company / trading names); we will publish the wording exactly as you have provided it to us. You are responsible for the wording and content of your offers, which you can amend by sending an email to comms@friends-tmh.co.uk with your requested changes.

We are under no further obligations to you and we may remove your offers at any time (see Section 7 below for more information). In particular, we are under no obligation to proactively market your offer and we will not make recommendations to our members to avail your products or services. From time to time, at our discretion, we may choose (but are not obliged) to make reference to your offer(s) in additional marketing activity (eg email newsletter, blogs, social media channels etc). We may do this without notice to you and will take your acceptance of these Terms as your consent to us doing so.

Your products and services, and any offers relating to them, remain your responsibility. By listing your offers, we are not accepting any responsibility for them whatsoever.

4. What is the eligibility criteria for the offers we upload to your websites / mobile apps?

In order to be eligible to appear on our websites / mobile apps, your offers must meet the following criteria:

Your offer must be more advantageous than your usual and/or discounted pricing available to the general public;

Your products and services must not have the potential to put our members in financial difficulty. In particular, we will not list any offers that relate to gambling;

Your offer must not relate to any financial or insurance products or services, whether you are regulated or not. Please contact us first if you wish us to list any offer that relates to financial, insurance or mortgage products or services;

Your offer must not be illegal and your products and services (and the way you advertise them) must comply with all relevant and applicable laws and regulations. You must have all necessary licences, which must be valid, and you must execute your services in accordance with relevant best industry practice. We are not responsible if you, your products, your services and/or your

offers breach any laws or regulations and we are under no obligations to perform any due diligence before listing your offers;

Your offers, products and services must not contain anything that could put us into disrepute or cause us to suffer reputational and/or brand damage;

Your offer must have a clear “call to action” and contain a link to your business website and not your social media platform. The offer must be clearly worded, unambiguous and contain any relevant terms and conditions that qualify it (or these must be clearly visible to the member when they link through to your website); and

Your offer must be for a business operating and registered in the UK, and for products and services available in the UK only.

If we consider, in our sole opinion, that any offer does not meet / no longer meets the above eligibility criteria, we reserve the right at our absolute discretion to immediately remove it from our websites / mobile apps without liability to you (see Section 7 below).

We reserve the right to change the above eligibility criteria at any time at our absolute discretion.

Please note that our Business Offer Listing Service is intended to support our local community, giving smaller businesses the opportunity to connect with our local members, whilst at the same time giving our members access to local offers in their community. Where you are a national brand or operate through an affiliate network, please contact us (see section 12 below) before using this service.

5. Can we use The Friends of TMH logos?

We encourage you to promote your participation in our Business Offers Scheme and you may use our logos with our written consent, in which eventuality you must follow any marketing guidelines provided to you. We are under no obligation to give our consent if you ask for it. Please note that any consent given can be withdrawn by us at any time without prior notice.

6. Will you remove my offer once it has expired?

It is your responsibility to notify us of any applicable offer expiry dates. Where you notify us of a date, we will remove your offer(s) from our websites / mobile apps after the day of expiry. If you do not notify us of an expiry date, please note that we will remove your offer(s) on the third anniversary of your application to list the offer(s).

We are under no obligation to contact you upon expiry of your offer(s); it is your responsibility to request any new / replacement / renewed offers. You can extend the expiry date of an existing offer, or change the terms of your offer, by advising us by email at comms@friends-tmh.co.uk.

7. In what circumstances could our relationship end? Can you remove our offers from your websites / mobile apps?

You can ask us to remove your offer from our websites / mobile apps at any time. You will need to contact us in writing (see Section 12 below) and request that your offer is removed.

We can remove your offers from our websites / mobile apps at any time and for any reason, at our discretion, without notice and with no liability to you for loss. We are under no obligation to tell you either before or afterwards that your offer has been removed. From time to time, we periodically review and check the third party offer content on our websites for suitability and relevance to our members' needs.

Once your offer is removed, these Terms will no longer apply, but any legal rights that have accrued prior to the removal will remain actionable.

8. How do you handle member complaints about our offers?

When a member avails your products and services, there will be a contract between the member and yourselves, which will be subject to any terms and conditions you ask them to agree to. We are not party to that contract and have no liability in respect of it.

If things go wrong and we are made aware of a member complaint in respect of your products, services or offers, we will not become involved in any dispute. If we receive a member complaint, we will request that the member contacts you directly for a resolution. We will not be under any obligation to forward the complaint to you.

If we are made aware of a technical issue regarding the listing of your offer, we will use reasonable endeavours to resolve any technical issue relating to our websites / mobile apps as soon as possible. We will not be responsible for your websites or the integrity of any link you provide to us. If we cannot resolve a technical issue, we reserve the right to remove your offer. Where this happens, we shall be under no obligation to notify you and we shall not be liable to you for any loss this causes.

9. What other laws and regulations apply?

It is your responsibility to ensure your compliance with all relevant and applicable laws and regulations, including (without limitation) laws and regulations relating to data protection, consumer protection, intellectual property infringement, anti-bribery, anti-tax facilitation evasion, modern slavery and ethical dealing.

You must not do anything that could put us into disrepute or cause us to suffer reputational and/or brand damage. If we consider, in our sole discretion, that we are at risk of this, then we will immediately remove your offers from our website, with no liability to you for loss, and we will no longer contract with you.

10. Can you change these Terms?

We reserve the right to amend these Terms at any time without notice.

Where we make a material change that we consider, at our absolute discretion, materially impacts the Business Offer Listing Service to your detriment, we will notify you of the changes by posting a notice on our website. If you do not accept the changes to our Terms, then you must immediately notify us and request that your offers are removed from our websites / mobile apps. If you do not ask us to remove your offers from our websites / mobile apps, then we will take this as your acceptance of the changes.

11. What happens if we have a dispute?



Any dispute between us relating to these Terms and the Offer Listing Service generally shall be governed by the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute between you and us.

12. How can we contact you?

If you need to contact us, please email: comms@friends-tmh.co.uk and specify your business / company name in the subject line of the email, e.g. "Business Offers enquiry – [COMPANY NAME]". We will endeavour to respond to your enquiries as soon as possible.

Where we need to write to you, we will email you. It is your responsibility to keep your contact details updated and notify us of any changes.

31 March 2023

For more information please get in touch with our Membership Trustee via email at membership@friends-tmh.co.uk

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