



# Terms and Conditions of Heart Support Group Affiliation (“Affiliation”)

1. By completing the Heart Support Group application or re-affiliation form you agree to adhere to these terms and conditions.
2. Affiliation is free and is granted by the British Heart Foundation (“**BHF**”) for up to 12 months. A Heart Support Group (“**Group**”) may apply for Affiliation at any time during the year. Affiliation is renewable on an annual basis.
3. To remain Affiliated, all Groups are required to complete and submit an annual return [re-affiliation form] on the date specified by the BHF.
4. The aim of the Group is to provide support for heart patients and their carers. The Group will ensure that its activities are aligned with this aim.
5. All Groups can use the phrase “Affiliated to the BHF” on publications, posters and websites provided it is not for the purposes of fundraising. Groups cannot use the BHF name except in this phrase.
6. The **BHF logo** and charity numbers **cannot be used at any time**.
7. All Groups are advised to open a recognised bank or building society account in the Group’s name and if you apply to BHF for funding (e.g. for a Start-up Grant) you **must** open an account in the Group’s name. The account must be set-up with two account signatories required for cheque payments and withdrawals.
8. All Groups must keep accurate accounts and maintain good practice in accordance with BHF’s guidance in the administration of funds, in particular:
  - a. we strongly recommend that all funds raised or donated must be held in the Group’s name.

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- b. a copy of the latest accounts relating to the Group should be provided to the BHF on request.
  - c. Groups should only generate sufficient funds to allow for the Group's operation, administration and development unless such funds are raised specifically for the benefit of donations to BHF or a local cause which supports the aims of the BHF.
9. The Group will nominate a *Primary Contact* who will be the main point of contact between the Group and the BHF and:
- a. the Group will keep the BHF informed of any changes to the Primary Contact including name / address / email address / telephone number.
  - b. the Primary Contact will keep the BHF informed of any change to venue(s).
  - c. the BHF will maintain a national register of information for people wishing to locate their nearest Heart Support Group. The Primary Contact's name and telephone number will be given to patients / carers seeking a local support group in your area.
  - d. the BHF will contact the Primary Contact through email / post / regular newsletter to keep the group informed of activities and opportunities that may be of interest.
10. The activities that the Group undertakes should be as low risk as possible. Each Group is strongly advised to adopt the guidance in Part One of the *Safety First* booklet which relates to risk assessments.
11. The Group acknowledges and agrees that it is solely responsible for its compliance with all laws and regulations in relation to the Group, its operation and carrying out of all the Group's activities, including but not limited to data protection legislation
12. The BHF extends its own insurance cover to include public liability insurance on behalf of Heart Support Groups for when the Group is carrying out activities that directly support BHF and provides this free of

charge as a benefit of affiliation. Insurance cover is renewed as part of the annual re-affiliation process. In order to benefit from this cover:

- a. all groups are required to adopt and adhere to the Insurance terms as specified in Part 2 of the *Safety First* booklet.
- b. Groups are required to maintain an up to date register of members. This will provide evidence of group membership in the event of an insurance claim involving a group member.
- c. if the Group uses instructors or other third parties as part of its activities, then it must ensure they are suitably qualified / competent, as well as ensuring they have their own insurance cover. A copy of the instructor's qualification and insurance should be provided to BHF on request.
- d. The Group is required to advise the BHF Insurance and Risk Manager on 0207 554 0107 immediately of any claim or potential claim and to follow the process for making a claim as detailed in the *Safety First* booklet.

### 13. Termination

- a. Affiliation to the BHF may be terminated by either the BHF or the Group on one month's written notice.
- b. Affiliation to the BHF may be terminated by the BHF at any time if there is evidence that a Group has contravened the Guidelines of Affiliation. BHF may terminate the Affiliation immediately by serving notice of termination to the Scheme if:
  - i. the contravention is irremediable or (if capable of remedy) is not remedied within 1 month of the date of a notice served by the BHF identifying the breach and requesting that it be remedied
  - ii. the Group says anything which could bring either itself or the BHF into disrepute or in any material way damage the good name of the BHF

- c. Affiliation may also be terminated by the BHF on account of adverse publicity or other adverse reports involving the Group or individuals therein which, in the reasonable opinion of the BHF, may affect the public reputation and good standing of the BHF.
- d. On termination for any reason:
  - i. the Group must remove from its stationery and other materials all reference to the Group's Affiliation to the BHF;
  - ii. the public liability insurance provided by the BHF will be withdrawn immediately;
  - iii. any surplus BHF funding and all funds specifically raised as a donation to BHF and held by the Group must be returned to BHF as soon as possible and in any event within 14 days of termination.

14. These terms and conditions 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. The Group and BHF irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms and conditions or their subject matter or formation (including non-contractual disputes or claims).

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