Hertfordshire Care Providers
Mundells
Welwyn Garden City
Herts AL7 1FT
www.hcpa.info

HCPA Membership TERMS & CONDITIONS

Throughout this Terms & Conditions policy:

'*HCPA*' or '*Us*' refers to the Hertfordshire Care Providers Association.

'*Members*, or '*you*' refer to Care Organisations, Providers or Direct Payment Holders that have applied to be a member with Hertfordshire Care Providers Association (HCPA)

HCPA offer four membership types; Standard, Direct Payment Holder, Associate and Network Member.

Membership Eligibility

For a membership application to be reviewed, members must be able to provide evidence to satisfy the following criteria:

Standard Membership

Applications must come from an organisation and/or site that is based in Hertfordshire who provide direct care within the Adult Social Care sector **OR** a site that is based in a bordering county (please see listing under Associate) and must have a minimum of 4 people supported and at least 50% of people supported based in Hertfordshire.

The organisation or site making the membership application must be registered with CQC, if applicable. *For more information please visit https://www.cqc.org.uk/guidance-providers/registration/what-registration*

Associate Members

If your organisation is not based in Hertfordshire, you can apply for an Associate Membership with HCPA provided the following two criteria have been met:

1. An application is made from a bordering county* such as:

- Bedfordshire
- Buckinghamshire
- Cambridgeshire

- Essex
- London borough that borders Hertfordshire - Barnet, Enfield, Harrow, Hillingdon and Waltham Forest.

2. The organisation making the application has at least one site within Hertfordshire with a HCPA Standard membership **or a confirmed contract with Hertfordshire County Council, NHS or HPFT.**

Once the above criteria have been met, a site of a care organisation may fill out an application form. Upon successful application, the site of a care organisation can benefit from all benefits listed on the membership website under Associate. **Membership will only be offered** on the condition that these Terms and Conditions policies are not violated.

Network Members

If the organisation or site is based anywhere in England but does not meet the Standard or Associate criteria, they can apply for a Network membership. Upon successful application, the site of a care organisation/provider can benefit from all benefits listed on the membership website under Network. **Membership will only be offered** on the condition that these Terms and Conditions policies are not violated.

Direct Payment Holders

Direct Payment Holders **are classified as individuals who employ personal assistants for the specific care of an individual in Hertfordshire**. If an organisation employs personal assistants for their clients, this **does not classify them as a direct payment holder** in this instance as they are an organisation and not individual employers. The Direct Payment Holders' annual membership fee is **£30** and provides access to the following:

- Information and support from a professional and knowledgeable team with links to the Hertfordshire health and social care network
- A wide range of fully funded and low-cost training
- Free distance learning materials
- The Hertfordshire Good Care Recruitment Service at no cost

Membership Application

Ensure that information inputted during the membership application process is honestly, carefully, and accurately entered. You will receive confirmation of your successful or unsuccessful membership application within **7-10 working days**.

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If the site wishes to renew an existing membership, the site will be sent, via email, the details already held in order for the site to check and confirm any changes.

Membership Subscription Fee

The annual membership fee with HCPA is **£85 a year** if paid by **Direct Debit** or **£110** if paid by **invoice request**. The membership fee must be **paid in full** before the commencement of membership.

Membership runs for one year from the date of joining. Regardless of when a membership is applied for during the year, the **membership fee of £85 if paid by direct debit or £110 if paid using any other method, is still applicable** for Standard, Associate and Network. For Direct Payment Holders the cost is £30.

HCPA will review Membership fees each year with any increases taking place from the 1st April of each year.

Membership Subscription Method of Payment

Based on feedback from our members, HCPA has invested in implementing a system that enables paying for annual membership easier, quicker, and more efficiently. This will require members to set up a **Direct Debit of £85** with HCPA to ensure a **continuing rolling membership** year-on-year.

Since 2019, there are **two** methods of membership payment: Direct Debit or Invoice Requests.

- Direct Debit: **£85 per year**
- Invoice Request: **£110 per year** (Inclusive of a £25 administration charge)

Invoice Requests can be paid through BACS, Faster Payments or via the payment link on each invoice. Payments using these methods will **incur an additional £25 administration charge**.

Membership Limitations

HCPA does not, in any setting or capacity, **provide professional advice**. The professional information is provided for **general informational and educational purposes only** and is **not a substitute for professional advice**.

The information and training provided by HCPA is for general informational purposes only and the information provided on the website, resource library and training pathways are in good faith. **HCPA makes no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability, or completeness of any information** provided throughout the term of your membership.

HCPA shall not have any liability to any member for any loss or damage of any kind incurred because of the use of our website, members' zone, training courses, or reliance on any information provided throughout the term of your membership.

HCPA will not be responsible for the content or experiences third party providers may offer under training, informational guidance, and membership. The use and reliance of any information provided by third-party partners is **solely at your own risk** throughout the term of your membership.

To the maximum extent permitted, **the services performed and provided by us and our partners, including benefits, are provided "as is" and "as available" with all faults and without warranty of any kind**. HCPA reserves the right to make **changes as and when deemed fit without the need to request consent prior or after changes have been made** throughout the term of your membership.

No verbal or written information or advice given by HCPA, and their partners **shall create a warranty** throughout the term of your membership.

Regarding training funding, it should be noted that it is **limited and is not guaranteed to any one member as funding claims are paid on a first-come, first-served basis**. To ensure a fair distribution of these limited funds to all our members, HCPA **reviews the maximum cap semi-annually and will inform its members** if there are any changes.

Membership Termination, Denial and Suspension

HCPA reserves the right to **deny**, **suspend** or **retract** memberships on the following grounds that violate the Terms and Conditions of your membership:

- Refusing to update your company information and / or failing to provide accurate and current information that is required of members
- Failure to pay invoices in full, failure to pay any membership fee in full and / or inability to consistently resolve outstanding financial payments owed to HCPA
- Falsifying documents to gain funding and / or submitting deceiving or untrue documentation to secure financial support
- Abusing training information, training resources and / or HCPA personnel in any manner deemed to be unlawful, unauthorised or misused, including verbal
- Approaching other learners or member organisation's staff for employment and / or misusing register information for improper gain
- Abusing or misusing training programmes, training materials and / or unlawfully duplicating training information without approved consent

- Aggressive, unprofessional or other behaviour deemed to be unacceptable within our strict HCPA Zero Tolerance Policy
- Any other reason of just cause decided by HCPA Directors or Senior Leadership Team
- None of the above can be appealed and the company decision is final

Membership Termination

Members retain the right to terminate your HCPA membership with us at any point by getting in contact with membership@hcpa.co.uk. Please note that by terminating a membership with HCPA, **you will no longer be able to access fully funded training, informational guidance, or support from HCPA.**

Upon a members request to terminate membership; **you will be instructed to fill out and submit a Membership Termination form before the successful termination of their membership**. This form will be sent to you by the Membership team.

It should be noted that in the event that HCPA's services and /or benefits are **abused**, **misused** or **exploited in any manner** deemed to violate the conditions of these Terms and Conditions policies, **your membership may be suspended, terminated and / or retracted with immediate effect**.

Membership Appeals

The membership appeal process is for membership **applicants who have been unsuccessful in their application** to become a member with HCPA.

This process does **not** deal with **complaints against a staff member** of Hertfordshire Care Providers Association, or its affiliated partners, **nor** does this **process deal with complaints if a user is dissatisfied with a service** provided by HCPA or its affiliated partners.

It should be noted that there are **no other grounds** for an appeal.

Membership Appeal Process

We will, within reasonable means, try and assist in understanding the grounds upon decisions that have been made in membership application cases. Every membership rejection will be assessed, and a particular course of action may be recommended. In some instances, the advice recommended may include that you have **no grounds for an appeal** or that **an appeal is likely to be unsuccessful**.

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In the event of continuing with an appeal, a letter must be sent to HCPA citing the reasons for the appeal and, where necessary, provide information and documentation to support the appeal. The appeal letter must be addressed to the Chief Executive Officer, Sharon Davies. Please email membership@hcpa.co.uk; doing so will incur a **£25 administration fee**. The administration fee, however, will be refunded if the applicant's membership appeal is successful.

Once all relevant documents have been gathered and the appeal has been considered, the Chief Executive Officer will make one of following three decisions:

- To **reject** the membership application
- To **accept** the membership application
- To **negotiate** a provisional membership application

The outcome of the decision will be stated in writing, and all decisions are **non-contestable and final**.

If a member is considering an appeal, it is advisable to speak with a member of Hertfordshire Care Providers Association by contacting membership@hcpa.co.uk.

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Membership Feedback

If members have any feedback that they would like to share with HCPA, you are encouraged to submit your feedback on our website here: hcpa.info/contact-us