Terms and Conditions of Royal College of Obstetricians & Gynaecologists

These Terms and Conditions outline what You sign up to when You become a member of the College in any category as well as Yours and our rights under the agreement.

DEFINITIONS

Membership agreement: The agreement between Us/We (the College) and You/Your (the member)

Terms and Conditions: The rules You must abide by as part of this agreement

Royal College of Obstetricians & Gynaecologists: We, the RCOG, the College

College Membership: Membership of the Royal College of Obstetricians & Gynaecologists

Membership Category: The category of membership You hold known as either Fellow, Member, Associate or Affiliate

Post nominals: The designatory letters You are awarded to use after Your name indicating Your category of RCOG membership

The Regulator: The General Medical Council (GMC) or any other name it may be known by from time to time, any statutory body subsequently established to carry out all or the substantial functions of the GMC or any appropriate registering body relevant to the county of practice/residence

The Register: The register of doctors administered by the RCOG

Fees or Membership fees: All relevant fees You must pay us to be a member of the College

Membership benefits: Privileges, products and services provided by the College to its members

Written or in writing: Communication that is either printed or electronic, which includes e-mails

Misconduct: Behaviour which goes against the Regulations of the College, or any other professional standards which we from time to time adopt or observe

Good Standing: An applicant/member of good standing adheres with the Regulations of the College, its Terms and Conditions and where relevant, the statutory requirements of the General Medical Council or any appropriate registering body relevant to the county of practice/residence

Suitable Standing: An applicant/member who has breached either the Terms and Conditions of membership and or the statutory requirements of the General Medical Council and the Code of Ethics & Standards, can be considered to be of suitable standing where he or she demonstrates considerable effort and willingness to be of good standing and will be likely to meet those requirements over time. This decision will be determined by the College at its sole discretion.

Membership Committee: The appointed group of RCOG members that review non-standard applications and membership from time to time as and when required

1. College Membership and Eligibility
   - You must be of good or suitable standing in order to be a member of the Royal College of Obstetrician & Gynaecologists
   - To be eligible for membership, You must meet the requirements relevant to the category of membership You are applying for
   - We may check Your eligibility for membership with another organisation such as the GMC/IMC where relevant and You may have to provide proof that You meet the requirements to join the College. We will not accept Your application if we can’t confirm Your eligibility.
   - If You are on or joining the Register and are undergoing a formal review of Your professional standing You must tell us, we may have to put Your application on hold and will refer Your application for review by our Membership Committee. It does not mean that Your application will be subsequently unsuccessful.
     - You must inform the College if at any time you are suspended or removed from medical practice by any authorising body
     - involved in professional disciplinary proceedings
     - Under any investigation related to your medical practice in any country
     - Involved in any civil or criminal investigations
   - We have the right not to accept applications for any reason but will offer You the opportunity to appeal the decision.
   - By submitting an application for membership You confirm You have read and understood these Terms and Conditions and agree to keep to them and the Regulations of the College
   - By completing an application for membership You confirm You have read and understood the requirements for eligibility of membership. If we do not accept Your application for membership on grounds of ineligibility, You will only be entitled to a refund of up to 50% of any fees already paid.
   - We have the right not to accept applications for any reason but will offer You the opportunity to appeal the decision.

2. Membership Committee
   - We will inform the Membership Committee of members who have either been removed/ suspended from the list of medical practitioners anywhere in the world or subject to a criminal investigation. The committee will recommend appropriate and proportionate action both in terms of support and Your membership generally.
   - You must abide by decisions made by the Membership Committee.
   - You have the right to appeal decisions made by the Membership Committee. We will explain Your rights under our appeals process.

3. Membership fees
   When You become a member, You agree to pay an annual subscription for the services and benefits we will provide
   - If You choose to pay Your membership fee by Direct Debit we will automatically renew Your membership each year until You tell us not to or You cancel the payment instruction with Your bank. Your rights relating to this type of payment instruction are protected separately by the Direct Debit Guarantee.
   - We will confirm the relevant terms for Your chosen payment method over the phone or in writing before we debit Your account
   - We will send You a payment reminder for Your membership towards the end of each membership year which You ought to pay at least 30 days before Your membership ends. If You are paying by Direct Debit we will send You an advance notice as required before we debit Your account
   - Associates or Affiliates who are in arrears for a period of 2 months or more will have their access to membership services suspended
   - You will not be entitled to a refund of any fees already paid unless we make an error in which case we will refund the erroneous payment

We may amend our membership criteria from time to time. You should review our website where we will highlight updates on our Membership page.

We are allowed to change the membership fee or introduce additional charges and will notify You at least 30 days before they apply.
4. Cancellation of Memberships

If You no longer wish to be a member of the College You may opt out of renewing in writing providing at least one month’s notice before the start of the upcoming membership year. If we make an error with processing Your membership fee resulting in fees being collected after cancellation, and You have told us in writing at least one month before the payment is due, we will refund the erroneous payment.

- If You do any of the following we will be able to cancel Your membership at any time without notice and do not have to pay back any fees already paid:
  1. Do not keep to the Terms and Conditions of Membership or the Regulations of the College
  2. Fail to pay Your membership fees by the payment date we agreed
  3. If You are no longer of good or suitable standing, are alleged to be involved in any activity which in our opinion could jeopardise our reputation, the reputation of our members or the medical profession in general
  4. Engage in any other activity that we may consider to be misconduct
  5. Prosecuted in a criminal case

- We have the right to defer a decision to cancel Your membership to our Membership Committee. Your membership may be suspended and You will not be entitled to access any benefits.

- If You or we cancel this agreement under any circumstance, We remain entitled to collect from You any outstanding membership fees for the relevant period Your during which membership was active

5. Post-nominal designatory letters

- Members with an Affiliate or Associates status are not entitled to use designatory letters

6. Membership certificate

- We will provide You with a certificate when You become a member of the College.
- Your certificate is not an endorsement to practise as an O&G specialist nor can it be used as proof of Your good professional standing or entitle You to special privileges other than as made available through the College.
- Membership certificates remain the property of the RCOG

7. Personal Data and Marketing

- If you have chosen to provide us with your personal details, that data will only be used by us in accordance with these terms and conditions, for the purpose of the legitimate aims and objectives of the College.
- Any information you provide to us will be put onto our database and processed by us for marketing purposes, market research, tracking of sales data, contacting you regarding membership renewals, late payment and other membership information. All communication and data processing is carried out in order to provide you with services, contact you, or send you publications.
- We may disclose your data to specially selected third parties, professional advisers, agents and suppliers only for the purposes set out in these terms and conditions. Disclosure of data to third parties, suppliers, or agents will only occur for the purposes of contracting with Data Processors pursuant to a strict Data Processing Agreement, to enable marketing campaigns for the purpose of notifying members regarding expired, pending, altering or renewing membership or other membership purposes.
- Indicating your acceptance to these terms and conditions, indicates your acceptance to having your data processed in this way. If you do not consent to having your data processed in this way please contact membership@rcog.org.uk

8 RCOG Services and Resources

8a RCOG Support

- Any advice that You receive from the College by way of Support (which includes telephone advice, responses to any submission made by You via our online enquiry form and responses to any email queries) or other communications is provided to You subject to the following Terms and Conditions
for information and advice. The submission by You of an enquiry via any of the methods mentioned above shall constitute acceptance of those terms and conditions.

8b General

- When We offer a service to members We will ensure it is relevant and accessible
- We will keep You informed about the RCOG and any changes that affect Your membership.
- We will provide You with an opportunity to influence the College’s approach to membership.
- We will stand by any promise, offer or promotion We make available to You during the course of Your membership.
- We will ensure we have adequate and suitable systems and procedures in place and offer a high level of service
- We will fix any disruption to the service You experience as promptly as is reasonably possible
- We retain the right to alter, suspended or withdraw services, products, privileges or offers at anytime without notice

9. The College and Governing Law

- In some circumstances we may decide not to do something which we are entitled to do under these terms, or the Regulations of the College but it does not mean we are waiving (giving up) our rights.
- These terms and conditions shall be governed by and construed in accordance with English law.

10. Refund of membership fees

- We will issue a refund within the first four months of membership if You change from Associate membership to the UK Trainee Register. However, after 2 months of membership there will be a 20% administration charge deducted from the original membership fee. We will not issue a refund after four months of membership.
- If You are paying by Direct Debit We will send You an Advance Notice of any pending payment at least ten days before Your payment is due. If You fail to alert us to any errors which result in an error with Your payment amount or the due date You will not be entitled to a refund
- Exceptions may apply as described under:
  - Membership Fees, see section 4
- If You believe You the above exception applies, You must make Your claim within 6 months of the original payment being made, otherwise We will not be obliged to make any repayment