



British  
Acupuncture  
Council



# BAcC Membership Terms and Conditions

Approved by the Governing Board on  
6 October 2026



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# Introduction

## About the BAaC.

The British Acupuncture Council (BAaC) is the leading professional body for traditional acupuncturists in the United Kingdom. The BAaC is a company limited by guarantee (registered in England and Wales, Company No. 03066963) and a non-profit membership organisation governed by and on behalf of its members in accordance with its Articles of Association.

The BAaC maintains a voluntary register of traditional acupuncturists accredited by the Professional Standards Authority for Health and Social Care (PSA). In addition to its regulatory function, the BAaC supports its members, sets and upholds educational and practice standards, and advocates for the profession.

## Membership context

Membership of the BAaC establishes a binding contractual relationship between the BAaC and the Member, comprising three distinct yet interrelated functions:

### 1 Constitutional (Company) Membership

Eligible categories of Members are formal Company Members of the BAaC under UK company law. Rights of corporate governance, including voting rights, general meetings, and board elections, are governed strictly by the BAaC Articles of Association and the Companies Act 2006.

### 2 Regulatory membership and public protection

Members admitted to the Register agree to be regulated by the BAaC and submit to its jurisdiction for the purpose of public protection. Members are bound to comply with the BAaC's regulatory framework, as amended or updated from time to time, including but not limited to:

- [The Standards of Practice for Acupuncture \(SPA\)](#);
- [The Educational Standards \(ES\)](#);
- [The Code of Professional Conduct](#);
- [The Code of Safe Practice](#);
- [The Code of Disciplinary Procedures](#); and
- [The Scope of Practice for Acupuncture](#)

These documents are supplemented with guidance and rules approved by the BAaC Governing Board.

### 3 Membership services and mutual benefits

In furtherance of the organisation's non-profit objects, membership subscription fees are applied collectively to fund collective advocacy, safe practice support, educational resources, professional events, publications and other miscellaneous benefits for the mutual benefit of the membership. The allocation of these funds is overseen by the Governing Board of the BAaC composed of both elected members and recruited lay representatives. These Terms

and Conditions govern the terms of access, provision, and administration of these professional services and resources.

#### **4 Statutory status of these Terms and Conditions**

These Membership Terms and Conditions constitute formal 'Regulations' of the Council, formulated and enacted by the Governing Board under the authority of Article 64 of the BAaC Articles of Association. Pursuant to Article 18 of the Articles of Association, compliance with these Terms and Conditions is a mandatory constitutional obligation for all Members.

#### **5 Precedence of documents**

In the event of any conflict or inconsistency between these Terms and Conditions and other governing documents, the BAaC Articles of Association and statutory law shall take the highest precedence, followed by the Regulatory Codes and Standards, and finally these Membership Terms and Conditions.

#### **6 Acceptance and agreement**

By applying for, renewing, paying subscriptions for, or maintaining registration with the BAaC in any membership category, you agree to be bound by these Terms and Conditions and all associated regulatory codes and governance requirements.

# 1 Definitions and interpretation

In these Terms and Conditions, the following words have the meanings set out below.

Where applicable, these definitions align with the BAcC Articles of Association.

- **“The Act”** means the Companies Act 2006.
- **“BAcC”** or **“the Council”** means the British Acupuncture Council, a company limited by guarantee, registered in England no. 3066963.
- **“The Board”** means the governing body of the Council.
- **“Codes”** means the BAcC Code of Professional Conduct, the BAcC Code of Safe Practice, and the BAcC Code of Disciplinary Procedures, as amended from time to time.
- **“Commencement Date”** means the date on which the Member’s membership is formally activated by the BAcC.
- **“General Meeting”** means the meetings of the Council held in accordance with Article 22 of the Articles of Association.
- **“Good Standing”** means that the Member: (a) has no outstanding subscription fees; (b) has met all applicable CPD requirements; (c) has submitted a current Mandatory Declaration; and (d) is not subject to any active suspension or disciplinary sanction.
- **“Mandatory Declaration”** means the annual declaration required under Section 5.2 of these Terms.
- **“Member”** means any individual admitted to membership of the BAcC in any membership category.
- **“Membership”** means the rolling contractual relationship between the Member and the BAcC, governed by these Terms.
- **“Membership Category”** means the category of membership held by the Member, as outlined in Section 2 and Article 2 of the Articles of Association.
- **“Regulations”** means the regulations as defined in Article 64 of the Articles of Association.

## 2 Membership categories

Membership categories are established in Article 2 of the BAAC Articles of Association. The BAAC reserves the right to determine the appropriate membership category for each Member and to require a Member to transfer to a different category where their circumstances change.

| Category                     | Description & Eligibility                                                                                                                                                                                                                                                                          | Rights & Restrictions                                                                                                                                                                                                         |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Full Member</b>           | A qualified acupuncturist practising from an address in the UK. Admitted through a BAAB-accredited course, Independent Admissions, or equivalent route.                                                                                                                                            | Entitled to use the post-nominal MBAC, use the full member logo, and be listed on the BAAC register.                                                                                                                          |
| <b>Graduate Member</b>       | A subset of the Full Member category in their first or second year following graduation.                                                                                                                                                                                                           | Entitled to Full Member rights. Eligible for a reduced subscription rate.                                                                                                                                                     |
| <b>Overseas Member</b>       | A qualified applicant who practises only from an address outside the United Kingdom.                                                                                                                                                                                                               | Entitled to use the post-nominal MBAC (Overseas).                                                                                                                                                                             |
| <b>Non-Practising Member</b> | A Full Member who has temporarily or permanently ceased to practise.                                                                                                                                                                                                                               | May <b>not</b> use the MBAC designation in a clinical context or be listed as a practising member on the register. Must contact the BAAC in advance to rejoin the Full Member category before recommencing practice.          |
| <b>Student Member</b>        | Bona fide students of acupuncture at teaching institutions in the UK that are on the Approved Colleges List held by the Council. In exceptional circumstances, the Board may grant student membership to other applicants. Membership is free (included in the ongoing college accreditation fee). | Entitled to attend General Meetings but not eligible to vote. May not use the MBAC designation, the full practitioner logo, or be listed on the register. Eligible to use the Student Member Logo within their clinical year. |
| <b>Fellows</b>               | Any Member on whom the distinction of Fellow is conferred by the Board for exceptional service to the acupuncture profession or to the Council. Fellows must concurrently maintain status as a Full, Non-Practising, or Overseas member.                                                           | Entitled to use the post-nominal FBACC. Must retain and pay the full fee for membership in the full, overseas, or non-practising member categories to maintain their Fellow designation.                                      |
| <b>Provisional Member</b>    | Applicants practising in the UK who are graduates from UK acupuncture colleges not on the Approved Colleges List, or from colleges outside the UK, provided they satisfy current entry requirements.                                                                                               | Subject to current entry requirements and continuous assessment.                                                                                                                                                              |

## 3 Eligibility and admission

### 3.1 Qualifications

Admission to Full Membership requires completion of a minimum three-year degree-level programme (or equivalent as assessed under the Independent Admissions route), meeting the [BAcC's Educational Standards](#) and the [BAAB's Standards of Education and Training for Acupuncture Programmes \(SETAPs\)](#).

### 3.2 Professional insurance

- **Mandatory requirement:** All practising Members must hold, and maintain throughout their membership, current medical malpractice, public liability, and legal expenses (fitness to practise) insurance.
- **The BAcC Group Policy (standard default):** The BAcC holds overarching group insurance policies arranged and administered by our designated, independent, and FCA-regulated insurance broker. Full membership includes the benefit of cover as an insured person under these BAcC group policies. This comprehensive package exceeds the mandatory minimums by providing Group Medical Malpractice, Public Liability, and Group Legal Expenses, alongside additional benefits such as Products Liability and Group Personal Accident insurance. Participation in this group cover is the standard default for members, ensuring guaranteed, seamless compliance with BAcC safety and professional standards. *Please note: The BAcC does not act as an insurance broker and cannot provide advice on whether this group policy meets your individual business needs. All specific coverage queries must be directed to our designated broker.*
- **Permitted exceptions:** In exceptional cases, members may request to opt out of the BAcC group policy. If agreed with the BAcC, a member sourcing their own independent insurance must provide evidence that their alternative policy meets the following mandatory minimum elements:
  - **Medical malpractice insurance:** Cover for all therapies included within the scope of acupuncture as defined in the document '[21037 The Scope of Practice for Acupuncture](#)' and on the relevant member webpage.
  - **Public liability insurance**
  - **Legal expenses (Fitness to Practise) insurance:** Cover designed to provide advice and/or defence from legal professionals in the case of complaints or fitness to practise proceedings.
- **Ongoing compliance:** Members must provide evidence of insurance upon request and must notify the BAcC immediately if their insurance lapses, is cancelled, or is materially altered.

### **3.3 First aid**

Holding a current first aid certificate is a mandatory condition of membership for all new members joining the BAAC register. For existing full members, first aid training is not mandatory, but is highly recommended. All practising Members are highly recommended to hold a current first aid certificate (training undertaken within the past three years). The recognised standard is a one-day Emergency First Aid at Work course.

### **3.4 Professional obligations**

Applicants must provide evidence of their compliance with the professional obligations as laid out in Section 5.

### **3.5 Application and admission**

The BAAC reserves the right to refuse any application for membership, or to withdraw an offer of membership. Appeals against refusal of admission may be made according to the BAAC's published appeals procedures. The ruling of the appeals panel is final.

## **4 Membership period, subscription fees, and payment**

### **4.1 Membership period**

BACc membership operates on a rolling basis with no fixed renewal date. Membership subscription fees may be billed on a monthly, quarterly, or annual basis according to the start date as recorded. Membership continues automatically and indefinitely until terminated in accordance with Sections 4.6 or 6.

### **4.2 Membership fee rate**

The membership fee rate shall be fixed by the Council in a General Meeting in accordance with Article 10 of the Articles of Association. The Council may at its discretion reduce or remit the periodic subscription or the arrears of the periodic subscription of any Member without the need to call a General Meeting in accordance with Article 13 of the Articles of Association.

### **4.3 Fee implementation**

Upon fixing of the fee at a General Meeting, the BACc staff are authorised to implement the fee change on an agreed schedule. Members will be given a minimum of 30 days' notice for the implementation of a member category fee change.

### **4.4 Payment methods**

Direct Debit is the default payment method and must be signed up to before membership can start. Exceptions to this will be allowed solely at the discretion of the Membership department, in which case other payment methods will be considered.

### **4.5 Overpayments**

If a Member inadvertently overpays their subscription fee, the excess amount, if under £10, will automatically be held on the Member's account and credited towards their next membership payment. Where an overpayment exceeds £10, the BACc will notify the Member and offer the choice of receiving a refund to their original payment method or leaving the balance as a credit on their account.

### **4.6 Termination for arrears**

The BACc reserves the right to terminate a membership if subscription payments fall into arrears for a period of three months or more. In such cases:

- Termination will take effect on the date the BACc formally processes the cancellation, not retrospectively.
- Upon termination, all access to membership benefits will immediately cease, and the individual will be removed from the public register.
- The Member remains fully liable for all unpaid subscription fees that accrued during the period of arrears, up to and including the effective date of termination.

#### **4.7 Suspension of register listing during arrears**

If a Member's subscription payment falls into arrears, the BAAC reserves the right to temporarily suspend or remove the Member's profile from the public register until the account is brought up to date. If the arrears remain unresolved for a period of three months or more, the membership will be formally terminated in accordance with Section 4.6.

#### **4.8 Payment arrangements**

The BAAC may, at its discretion, agree to a payment arrangement with a Member in financial difficulty. Such arrangements must be agreed upon in writing by email with the Membership team.

# 5 Professional obligations

## 5.1 Codes of Practice

All Members agree to be bound by, and to adhere to, the **BAcC Code of Professional Conduct** and the **BAcC Code of Safe Practice**. All Members agree to be subject to the processes and rules laid out in the **BAcC Code of Disciplinary Procedures**. These codes are updated and amended from time to time, overseen by the committees of the Council.

## 5.2 Mandatory declarations

- **On application:** As a condition of admission to the Council, all applicants are required to declare any criminal convictions according to the scope laid out in [21050 Policy for admission of applicants with a criminal record](#) and [21189 Code of Professional Conduct](#). Applicants are also required to inform the BAcC if they have a health condition which could impact their professional practice.
- **Ongoing Member declaration obligations:** Current members must inform the BAcC immediately if they are charged or convicted anywhere in the world with an offence relating to violence, sexual offences or indecency, dishonesty, alcohol or drug abuse, or if they receive a conditional discharge for an offence or accept a police caution (save for minor motoring offences). Members must also inform the BAcC if they are disciplined by any organisation responsible for regulating or licensing a profession, or if they are suspended or placed under a practice restriction by their employer, as outlined in the [21189 Code of Professional Conduct](#).
- **Health Conditions:** Current members must inform the BAcC immediately if they have a health condition which could impact their professional practice, in accordance with the [21189 Code of Professional Conduct](#), [21119 Code of Safe Practice](#), and [21260 Code of Disciplinary Procedures](#).

## 5.3 Continuing Professional Development (CPD)

The minimum CPD requirement is 30 hours per calendar year (1 January to 31 December), regardless of the Member's individual Commencement Date.

- CPD must be submitted annually to the BAcC via an online form by the stated deadline.
- CPD records may be subject to audit by the BAcC at any time.
- Members in their first year of practice (or first year returning from non-practising membership) must submit a Professional Development Plan (PDP) instead of standard CPD.

#### **5.4 Use of post-nominals and BAaC identity**

Members must not use the post-nominals MBaC or FBACC, or describe themselves as a member of the BAaC, in any context where they are not in Good Standing. Non-Practising Members must not use the MBaC designation in a clinical context.

#### **5.5 Local authority registration**

Members are responsible for ensuring they are properly registered or licensed with their relevant local authority in accordance with applicable legislation.

#### **5.6 Mandatory self-audit**

Within the annual renewal process, members must complete a safe practice self-audit for every practice in which they work. Evidence of the completed annual safe practice audit must be produced upon request by the BAaC.

#### **5.7 Annual verification audit**

Members agree to be subject to an annual audit by BAaC staff, where 1% of members are randomly selected for a check of annual mandatory requirements. Members must comply with the request for audited documents to maintain their ongoing membership.

# 6 Resignation and termination of membership

## 6.1 Resignation by the Member

A Member wishing to end their membership must notify the BAAC in writing by email to [membership@acupuncture.org.uk](mailto:membership@acupuncture.org.uk). Verbal notice and non-payment of fees do not, in and of themselves, constitute a resignation request. Membership will not be treated as closed until written notice by email is received and acknowledged by the BAAC. Fees continue to be due until membership is confirmed closed. Where a Member tenders notice of resignation while a formal complaint, preliminary enquiry, or fitness to practise proceedings are pending, the BAAC reserves the right to act in accordance with the Code of Disciplinary Procedures and any supplementary approved guidance as amended from time to time.

### 6.1.1 Resignation, billing, and refunds

Regardless of the member's payment schedule – whether payments are made quarterly, annually or monthly – all resignation requests are processed in monthly increments based on the date of the month the member joined (the “monthly anniversary date”).

- **Notice Period:** Members may resign by providing at least 21 days' written notice by email.
  - If notice is received 21 days or more before the next monthly anniversary date, the membership will end on the day before that date.
  - If notice is received less than 21 days before the next monthly anniversary date, membership will continue through, and end on the day before, the following monthly anniversary date.
  - Members may give advance notice to schedule closure for a specific future monthly anniversary date.
- **Fees and Refunds:** The member remains liable for all subscription fees due up to the final date of membership.
  - **For members who pay quarterly or annually:** Upon closure, the BAAC will issue a pro-rata refund for any full, unstarted membership months remaining in the prepaid period. For clarity, these membership months are not calendar months, but run from the member's monthly anniversary date to the day before their next monthly anniversary date.
  - **For members who pay monthly:** No refunds apply, but future billing will cease after the final required monthly payment
- **Service provision.** Modifications to membership benefits, temporary technical outages, or the cancellation of specific events by the BAAC do not constitute grounds for a waiver of the notice period or an exception to this refund policy. The BAAC obligations to provide services to members are laid out in 10.5, 10.6 and 10.7.

## **6.2 Statutory cancellation rights**

If a Member applies for membership remotely (online or by telephone) and is acting for purposes wholly or mainly outside of their trade or profession, they have a statutory right to cancel their membership within 14 days of their Commencement Date and receive a full refund. However, if the Member has expressly requested to begin accessing membership services, resources, or insurance cover during this 14-day period, the BAcC reserves the right to deduct a pro-rata amount to cover the value of the services provided up to the date of cancellation.

## **6.3 Outstanding fees on resignation**

Resignation does not extinguish any liability for fees already due and unpaid at the date of resignation. The BAcC reserves the right to pursue outstanding fees through appropriate means. If a member rejoins membership after a period away, any outstanding debt must be paid before the membership is reactivated.

## **6.4 Suspension or termination by the BAcC**

The BAcC may suspend or terminate a Member's membership in the event of: failure to pay subscription fees; breach of the Codes; failure to comply with Mandatory Declaration requirements; an adverse finding by the Professional Conduct and Competence Panel or Health Committee; provision of false or misleading information; or any other conduct incompatible with continued membership.

## **6.5 Cessation of use of BAcC identity**

Upon cessation of membership, the Member must immediately cease representing themselves as a BAcC Member. They must cease using the MBACC or FBACC post-nominals, BAcC logos, other BAcC intellectual property, and any other BAcC designations.

## **6.6 Intellectual property**

All intellectual property rights in the materials, webinars, journals, and resources provided by the BAcC remain the exclusive property of the BAcC or its licensors. Members are granted a non-exclusive, non-transferable licence to use these materials solely for their own personal and professional development while in Good Standing. Members must not reproduce, distribute, or commercially exploit BAcC materials without explicit written permission.

## **6.7 Returning Members**

Members who return to membership within 3 years are eligible to have their membership reinstated via a streamlined process. Members who return to membership after an absence exceeding 3 years are required to complete a self-assessment returning member form, which will be subject to approval by appropriate BAcC staff.

# 7 Disciplinary and complaints procedures

## 7.1 Commitment to Standards

By securing and maintaining membership with the BAaC, the Member agrees to be bound by the BAaC Code of Professional Conduct, the Code of Safe Practice, and the BAaC Code of Disciplinary Procedures (as amended from time to time).

## 7.2 Accountability and sanctions

All Members are accountable to the BAaC for their professional behaviour. The Codes are fairly and consistently applied. Sanctions available to the BAaC include cautions, conditions on practice, suspension, and removal from the register.

- Clause 3(5) of the Memorandum of Association (Schedule 1 to the Articles of Association) grants the Board the power to censure or fine members.
- The procedures by which this may occur are laid out in the Code of Disciplinary Procedures. Panels may issue Costs Orders, requiring a member to contribute to the legal costs of a hearing.

## 7.3 Data processing in disciplinary matters

The Member acknowledges and agrees that if a complaint or allegation regarding their fitness to practise is received, the BAaC will process their personal and sensitive data in order to investigate and adjudicate the matter in accordance with the BAaC Code of Disciplinary Procedures.

## 7.4 Publication and disclosure

To fulfil its duty to protect the public and maintain confidence in the acupuncture profession, the BAaC reserves the right to publish and share the outcomes of disciplinary proceedings. The Member acknowledges that:

- Sanctions, Interim Orders, and determinations of impairment will be published on the BAaC website and the Member's public Register profile for the durations specified within the Code of Disciplinary Procedures.
- The BAaC may disclose case outcomes, Letters of Advice, or panel determinations to the Member's employer(s), statutory regulatory bodies, complainants, and other relevant third parties where required by the Code of Disciplinary Procedures or where it is in the public interest to do so.

## 7.5 Redaction

The BAaC reserves the right to redact sensitive information from publications to align with the Professional Conduct Publication Policy.

## 7.6 Compensation

The BAaC cannot grant financial compensation to complainants.

## 8 Company Membership

### 8.1 Guarantee

Company members of The British Acupuncture Council (a company limited by guarantee) agree to offer the guarantee as outlined in Clause 7 of the Memorandum of Association: “Every Member of the Council undertakes to contribute to the assets of the Council in the event of the same being wound up during the time he is a Member or within one year afterwards for payment of the debts and liabilities of the Council contracted before the time at which he ceased to be a Member, and of the costs and charges and expenses of the winding up and for the adjustment of the rights of the contributors among themselves such amount as may be required, but in any case not exceeding £5 (five pounds).”.

### 8.2 Rights and Obligations

Company membership confers the rights, liabilities, and obligations as laid out in the Articles of Association and the Companies Act 2006 (CA 2006). This confers the right to vote at company meetings and to stand for election to practitioner member positions on the Governing Board and committees. Company membership and voting rights are restricted to those Membership Categories expressly designated as voting Company Members within the BAcC Articles of Association.

## **9 GDPR and Data Protection**

### **9.1 General processing**

The BAAC processes Members' personal data, including special category data and criminal conviction declarations, in accordance with its Privacy Policy and data protection obligations, including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 (DPA 2018), and the Privacy and Electronic Communications Regulations 2003 (PECR). Where the BAAC processes special category data (such as health data) or data relating to criminal convictions and offences for the purposes of admissions, mandatory declarations, and regulatory fitness to practise, it does so pursuant to relevant conditions under Schedule 1 of the Data Protection Act 2018 (including regulatory requirements and public protection).

### **9.2 Data transfer for enrolled Members**

Where a Member is enrolled in the BAAC Group Insurance Scheme, the BAAC will share the minimum necessary personal data (including, but not limited to, the Member's name, membership category, registration number, and relevant qualifications) with our designated insurance broker and underwriters. This data sharing is conducted strictly for the purpose of arranging, administering, and validating the Member's Professional Indemnity, Public Liability, Legal Expenses, Personal Accident, and other agreed cover.

### **9.3 Independent Data Controllers**

The designated insurance provider will process this data as an independent Data Controller for the purposes of underwriting and administering the policy.

### **9.4 Data Protection for opt-out Members**

If a Member elects to opt out of the BAAC Group Insurance Scheme and procures independent insurance, the BAAC will not share their personal data with the BAAC's designated insurance provider, except where legally required to do so.

### **9.5 Essential communications**

As a condition of membership, the BAAC will contact Members by email or phone regarding 'essential' administrative and membership matters (such as subscription renewals, governance notices, and fitness to practise matters). This processing is necessary for the performance of this membership contract, as further defined in the BAAC Privacy Policy.

### **9.6 Accuracy of information**

It is the Member's responsibility to ensure the BAAC has up-to-date contact information by entering this into their membership dashboard or contacting the Membership department.

# 10 General

## 10.1 Governing law

These Terms are governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees 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, regardless of the Member's location of practice within the United Kingdom.

## 10.2 Severability

If any provision of these Terms is found to be unenforceable, the remaining provisions shall continue in full force and effect.

## 10.3 Entire agreement

These Terms, together with the Codes, the Mandatory Declaration, and the Memorandum and Articles of Association, constitute the entire agreement between the BAaC and the Member in relation to membership.

## 10.4 Amendments

The BAaC reserves the right to amend these Terms and Conditions at any time. As 'regulations' of the BAaC, they can be amended by approval of the Governing Board. Amendments will be communicated to Members with no less than 30 days' written notice. Continued membership following notification of any amendment constitutes acceptance of the revised Terms and Conditions. Where changes require amendments to the articles of association, these will be brought to a General Meeting of the members as a special resolution.

## 10.5 Provision and modification of Membership benefits

The BAaC provides a range of benefits and services to support its Members, which may include but are not limited to, professional guidance, online resources, events, and community networks. The BAaC reserves the right to amend, suspend, or withdraw any specific membership benefit or service at any time without prior notice. A list of membership benefits will be maintained on the BAaC website.

## 10.6 Service availability

While the BAaC strives to ensure that all digital services, including the member portal, online resources, and webinar libraries, are available without interruption, these services are provided on an "as is" and "as available" basis. The BAaC does not guarantee continuous, uninterrupted, or error-free access to its digital platforms and shall not be held liable for any temporary technical outages, essential maintenance, or data loss.

## 10.7 Force majeure

The BAaC shall not be in breach of these Terms and Conditions, nor liable for any failure or delay in the performance of any of its obligations (including the organizing of conferences, events, or campaigns), if such delay or failure results from events, circumstances, or causes beyond its reasonable control. This includes, but is not limited

to, Acts of God, strikes, lockouts, pandemics, natural disasters, failure of public or private telecommunications networks, or compliance with any law or governmental order.

### **10.8 Limitation of liability**

Nothing in these Terms and Conditions shall limit or exclude the BAcC's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be excluded or limited by the laws of England and Wales. To the maximum extent permitted by law, the BAcC shall not be liable to the Member for any indirect, consequential, or economic loss, including loss of profit, loss of business, or loss of reputation arising out of or in connection with their membership, the provision of services, or disciplinary actions. In any event, the total liability of the BAcC to the Member in respect of any claim shall not exceed the total membership subscription fees paid by the Member in the 12 months preceding the claim.

The BAcC, including its staff, committee members, and Governing Board, may from time to time provide general guidance or advice to Members on matters including, but not limited to, legal compliance, regulatory requirements, safe practice, risk management, and insurance. This guidance is provided in good faith to support Members but is for general informational purposes only and does not constitute formal legal, financial, or independent professional advice. The Council, its Board, and its staff accept no liability for any direct, indirect, or consequential loss, damage, or legal action arising from a Member's reliance on such guidance. Members retain full professional responsibility for their practice and are strongly advised to seek their own independent professional advice tailored to their specific circumstances where necessary.

### **10.9 Indemnification**

The Member agrees to indemnify and hold harmless the BAcC, its officers, employees, and agents from and against any claims, liabilities, damages, costs, or expenses (including legal fees) brought by a third party arising out of the Member's professional practice, breach of these Terms and Conditions, or breach of the Codes.

### **10.10 Enforcement**

Failure or delay by the BAcC in enforcing any right or remedy under these Terms does not constitute a waiver of that right or remedy. These Terms and Conditions are between the Member and the BAcC. No other person shall have any rights to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

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