

ASSOCIATION OF MENTAL HEALTH FIRST AIDERS

MEMBERSHIP TERMS AND CONDITIONS

The Association of Mental Health First Aiders (“we”, “us” and “AOMHFA”) is a professional membership body for Mental Health First Aiders. Mental Health First Aid England is the social enterprise that founded AOMHFA and is the organisation that provides mental health first aid training.

When you have completed one of MHFA England's **Mental Health First Aid (MHFA)** courses, you are certified for three (3) years and you can become a Member of AOMHFA with access to Membership Benefits.

AOMHFA is not a regulator and does not endorse your or any other Member's ability to provide or the quality of any mental health first aid or services provided by you or any Member. Whilst your membership signifies that you have been trained to a set standard, it does not endorse the quality of your practice of mental health first aid provision.

These Terms and Conditions together with the AOMHFA Code of Conduct govern your membership with us. If you require a copy of these Terms and Conditions in an alternative format, please contact us at queries@aomhfa.org.

1. BECOMING A MEMBER

- 1.1 By becoming a Member, you agree to observe these Terms and Conditions and our Code of Conduct.
- 1.2 Upon completion of a MHFA Course you will receive a Certificate which is valid for three (3) years. Membership is conditional upon you having a valid Certificate.
- 1.3 Membership provides the Member with access to the Membership Benefits.
- 1.4 The rights and obligations the Member has under these Terms and Conditions are personal to the Member and not transferable to any other organisation or person. If the Member's membership comes to an end for any reason, the Membership Benefits will terminate also.

2. MEMBERSHIP BENEFITS

- 2.1 The Membership Benefits include:

- 2.1.1 access to the MHFAider Support App®, subject to separate terms of use;
- 2.1.2 the ability to refer to yourself as a Member of the Association of Mental Health First Aiders;
- 2.1.3 use of our logo as explained in clause 5 below;
- 2.1.4 access to our:
 - (a) signposting database;
 - (b) webinars;
 - (c) resources library;
 - (d) 24/7 text support services;
 - (e) secure conversation journaling;
- 2.1.5 merchandise available to purchase subject to separate terms and conditions.
- 2.2 AOMHFA reserves the right to change the Membership Benefits from time to time.
- 2.3 Any dates for the delivery of Membership Benefits are indicative only.
- 2.4 MHFA courses and resources are available in English only.
- 2.5 Further details about Membership Benefits are available at:
<https://www.aomhfa.org/membership/>.
- 2.6 In the event that a Member wishes to provide feedback to, or raise a complaint with AOMHFA, the process in the [AOMHFA Feedback and Complaints Policy](#) should be followed.

3. **MEMBERSHIP PERIOD AND FEES**

- 3.1 Membership is valid for the three (3) year certification period of a Member upon completion of a MHFA Course plus a period of a further three (3) years each time an eligible MHFA Course is completed by the Member ("**Membership Period**").
- 3.2 Your membership can be renewed for a further three (3) year period on the completion of an eligible MHFA Course when a new Certificate will be issued. Please note that your membership will not be automatically

renewed, you must attend an eligible MHFA Course first in line with the refresher rules in place at the time and renew your certification accordingly.

- 3.3 Membership is free with a valid Certificate. We reserve the right to charge a membership fee and in such circumstances will provide full details prior to charging.

4. CODE OF CONDUCT

- 4.1 The Members must comply with the Code of Conduct throughout the Membership Period.
- 4.2 In the event that a complaint is raised against any Member, the process in the Code of Conduct will apply.

5. AOMHFA LOGO AND MATERIALS

- 5.1 Members may print or share materials provided as part of the MHFA resources and the Membership Benefits for their internal non-commercial use only in accordance with Brand Guidelines or any other guidance issued by us or MHFA England.
- 5.2 Members must not use any part of the content contained within the Membership Benefits for commercial purposes without obtaining a licence to do so from AOMHFA.
- 5.3 Members may not share access codes to webinars or annual conferences or their login details under any circumstances.
- 5.4 Every effort is made to ensure the accuracy of information provided as part of the Membership Benefits, however, neither AOMHFA, nor the authors of any materials contained within the Membership Benefits, can accept liability for errors and omissions within them.

6. EVENTS OUTSIDE OUR CONTROL

- 6.1 We will not have any liability or responsibility for any failure to fulfil any obligation under these Terms and Conditions so long as, and to the extent to which, the fulfilment of such obligation is prevented or delayed as a consequence of an event outside of our control.

7. RIGHT TO REFUSE MEMEBERSHIP OR A RENEWAL OF MEMBERSHIP

- 7.1 AOMHFA reserves the right to refuse Membership at its absolute discretion.
- 7.2 If a Member has breached these Terms and Conditions or the Code of Conduct or otherwise acted in a way which, in the reasonable opinion of AOMHFA, is inconsistent with AOMHFA's values or status, AOMHFA may refuse to process an application to attend a MHFA Course and renew Membership.

8. ENDING MEMBERSHIP

- 8.1 A Member may end their membership by contacting us at queries@aomhfa.org and completing the necessary details.
- 8.2 A membership will automatically expire upon expiry of your Certificate.
- 8.3 AOMHFA reserves the right to end Membership at any time if:
 - 8.3.1 it has followed the Code of Conduct complaint process and the outcome is that Membership should be terminated;
 - 8.3.2 the Member has breached these Terms and Conditions and/or the Code of Conduct; and/or
 - 8.3.3 in the reasonable opinion of AOMHFA, the Member has acted in a way which is inconsistent with the values of AOMHFA or MHFA England or its continued membership may bring AOMHFA or MHFA England into disrepute.
- 8.4 Where termination of membership occurs, the Member will not be entitled to any refund of course fees and will remain liable for all monies due at the date of termination.

9. DATA PROTECTION

- 9.1 In this clause, when we refer to "personal data", it means any information relating to a Member, such as their name, email address, phone number and other information about them.
- 9.2 **Members acknowledge that AOMHFA will process data (including personal data) in accordance with AOMHFA's privacy policy, available at:** [add link]. In particular, please see specific sections of the privacy policy which cover what personal data AOMHFA collects about Members, and what it uses such Member personal data for.

- 9.3 AOMHFA's privacy policy explains how and why AOMHFA collect, use, and share information (including personal data) about Members when Members access or use the Membership Benefits or for any other purposes relating to your Membership. This may include sharing your personal data with third parties in order to deliver the Membership Benefits.
- 9.4 Members can update their mailing and marketing preferences via the relevant section of our website, or by emailing us at queries@aomhfa.org. Members can check and/or update such preferences at any time and are encouraged to check their details regularly. You can also opt out of receiving marketing emails by selecting "unsubscribe" in the footer of any of our marketing emails which you receive.

10. GENERAL

- 10.1 AOMHFA reserves the right to amend these Terms and Conditions at any time in writing at its discretion.
- 10.2 These Terms and Conditions and the Code of Conduct constitute the whole agreement between us.
- 10.3 These Terms and Conditions do not allow any third party to enforce any term of these Terms and Conditions.
- 10.4 If any provision or part of any provision of these Terms and Conditions is found invalid, illegal or otherwise unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable. This will not affect the validity and/or enforceability of the remaining part of that provision or of other provisions in these Terms and Conditions.
- 10.5 These Terms and Conditions are governed by English law.
- 10.6 For the avoidance of doubt, becoming a Member of AOMHFA does not mean that you become a member of AOMHFA under its Articles of Association, or otherwise for company law purposes.

11. DEFINITIONS AND INTERPRETATION

The following definitions apply in these Terms and Conditions:

Certificate: the certificate which is issued upon the completion of a MHFA Course which is valid for a three (3) year period and entitles you to be a Member;

Code of Conduct: the AOMHFA code of conduct can be found [here](#);

Data Protection Legislation: means: (i) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (ii) the UK General Data Protection Regulation (Regulation (EU) 2016/679) (the "General Data Protection Regulation" or "UK GDPR") and any applicable national implementing law as amended from time to time; and (iii) all applicable Law about the processing of personal data and privacy including any applicable guidance or codes of practice that are issued by the Information Commissioner (or as superseded);

Member: an eligible individual who has completed a MHFA Course and been accepted for membership by AOMHFA in accordance with these Terms and Conditions ("you", "your");

Membership Benefits: the Member benefits as set out at clause 2.1;

Membership Period: the period of Membership as set out in clause 3.1;

MHFA Course: an adult or youth MHFA England course in the areas set out on [the course list](#) on the MHFA England website and any other qualifying courses provided by MHFA England from time to time;

Mental Health First Aider: an individual who has completed a MHFA Course and is therefore eligible to be a Member;

Terms and Conditions: these membership terms and conditions as amended from time to time.