

Membership Terms and Conditions

The UK Agri-Tech Centre Limited, a company incorporated in England and Wales under number 15297794, whose registered office is Innovation Centre York Science Park, Heslington, York, United Kingdom, YO10 5DG (“ATC”);.

In these terms and conditions we refer to ATC Limited as “**ATC**”, “**us**”, “**we**” or “**our**”.

The term “**you**” or “**Member**” refers to the Member organisation named on the Membership Form Application which we have accepted, however ATC reserve the right to refuse or rescind membership for non-discriminatory reasons under legislation, and on the grounds given as good cause such as conduct or character likely to bring the organisation into disrepute. Appeal against refusal or removal may be made to ATC and such appeals will be conducted by the Board of ATC of which their final decision is binding on such matters. See other reasons under “**TERMINATION OF MEMBERSHIP**” below.

Hereafter the use of Party or Parties can also apply.

These terms and conditions (referred to as these “**Terms and Conditions**”) govern our relationship with you, as a Member, and your use of our Member Services, except where we expressly state that separate terms (and not these) apply. We will refer to our relationship with you throughout these Terms and Conditions as your “**Membership**”.

Definitions

'Intellectual Property Rights' copyright, database rights, rights to use, and protect the confidentiality of, confidential information, rights in passing-off, rights to domain names, registered and unregistered designs, trademarks, business names, rights in get-up, patents, rights to inventions or other industrial or intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the;

'Materials' all materials used by and/or made available by ATC relating to the Membership Services including but not limited to any written content, newsletters, conference materials, advertising, brochures, publicity material, invitations, the ATC website, branding or logos and any content produced and/or included by or on behalf of ATC;

'Member' a fully paid-up member of ATC’s Membership Support Service (being the organisation named on a Membership Form Application which we have accepted) and “**Members**” shall be construed accordingly;

'Member Benefits or Services' the services (may also be referred to as benefits or services interchangeably) provided by ATC for the benefit of Members subject to these Terms and Conditions,

'Membership Fee' the fee payable for membership as detailed below in these terms and conditions; and

'Membership Term' the period of valid membership as detailed below in these terms and conditions.

'Person' means either an individual or company or business for the purposes of Membership

Membership

MEMBERSHIP TERM

Membership is valid for an initial 12 (twelve) months period commencing on the date on which ATC notifies you in writing it has accepted your application for membership. Membership will renew automatically on an annual basis unless terminated by either party in accordance with these Terms and Conditions.

Each 12 month period of membership, starting on the date on which ATC notifies you it has accepted your application for membership, is referred to as a '**Membership Term**' in these Terms and Conditions.

MEMBERSHIP FEES

The Membership Fee is currently:-

	Industry Membership	Academic Membership	International Membership
Option 1	From £500	£850	£500
Option 2	From £1150	£1900	x
Option 3	From £1950	x	x

All values are + VAT per annum, and payable in advance of each Membership Term.

We reserve the right to review and amend the aforementioned Membership Fee from time to time and will always notify the Member of any such amendments to their Membership Fee in writing a minimum of 30 (thirty) days notice in advance of such amendments taking place. We will endeavour not to amend Membership Fees for an initial period of 12 (twelve) months for each Member from the start of their Membership with us.

ATC will issue an invoice upon your acceptance as a Member and 1 (one) month prior to the start of each renewed Membership Term thereafter.

You can pay the Membership Fee by direct debit, credit card or BACS.

All invoices issued by ATC to the Member under these Terms and Conditions are payable within 30 (thirty) days of the date thereof. If you fail to make a payment under these Terms and Conditions by such due date, then, without limiting our remedies under "Termination of Membership" below, ATC will immediately suspend your Membership until your Membership is paid for in full. If you fail to pay your Membership Fee for any period of 90 (ninety) days from date of invoice then your Membership will be considered terminated and any Membership rights, benefits, communications, any services or benefits will immediately cease without further notice.

You shall pay all amounts due under these Terms and Conditions in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

CANCELLATION OF MEMBERSHIP

WITHIN 14 DAYS OF JOINING

There is a 14-day cooling off period. During the 14-day period following acceptance of your application for membership you can terminate your membership and ATC will refund any membership fee you have paid prior to terminating your membership.

DURING THE MEMBERSHIP TERM

Membership is granted on the basis of an initial 12 (twelve) month term and can be terminated by either Party during the Membership Term as set out below. If you have any questions about your membership please email info@ukagritechcentre.com with your details and we will deal with your case on an individual basis.

TERMINATION OF MEMBERSHIP

The Member may terminate membership upon no less than 2 (two) months written notice at any time during each Membership Term from the date at which Membership commenced in which case any remaining full months membership remaining up to the original end of the current Membership Term will be refunded on a pro rata basis.

For the avoidance of doubt, if the Member terminates their membership after or during first month of start date, then such current month plus the two months of written notice period will be taken into account and thus Member will be entitled to 9 months of Membership Fees. This mechanism will be used at any time during the 12 months of Membership, thus only any full months of Membership Fees will be refunded providing that there are a clear 3 months at least remaining of said Membership annual Fees paid.

If the Member does not terminate the membership it shall automatically renew for a further Membership Term and the Member Fee will be payable as set out above.

ATC may terminate a Member's membership if:

- the Member does not pay the Membership Fee by the due date for payment hereunder and continues to fail to pay the Membership Fee within 14 days of being notified in writing to do so; or If Member fails to pay such Membership Fee for any period of 90 (ninety) days from date of invoice then such Membership will be considered terminated and any Membership rights, benefits, communications, access will immediately cease without further notice; or
- the Member commits any other material breach of any term of these Terms and Conditions and (if such breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so;
- the Member breaches (in ATC's sole opinion) any of the terms of Membership agreement or does anything which brings ATC or any of our other members or partners/associates into disrepute;
- the Member ceases trading as a business or registered company at Companies House or any other event which would change the legal status of Member and being able to continue as a Member

On termination of your membership under these Terms and Conditions your access to the Membership Services will end.

Termination of your membership will not affect either Party's rights and remedies that have accrued as at termination. Any provision of these Terms and Conditions that expressly or by implication are intended to come into or continue in force on or after termination will remain in full force and effect.

MEMBERSHIP CONDUCT

ATC is committed to providing a safe and welcoming environment for all Members.

We expect you, as a Member to behave in a considerate manner towards not only ATC, but our other Members and respect their personal views and opinions.

ATC will not tolerate any aggressive behaviour towards other Members or our colleagues in any context whether physically, verbally or in writing. We reserve the right to immediately terminate the membership of anyone behaving

in such a manner at any time. We also reserve the above right if any Member or associate of that Member wilfully or negligently causes harm including reputational damage to ATC.

CHANGE OF DETAILS AND YOUR INFORMATION

Should your personal details change, please notify us immediately or as soon as is practicable as it is your responsibility to tell us if your details have changed.

If you are engaging with ATC on behalf of your organisation you may share certain minimal personal data with us to allow us to communicate with you and manage your organisation's membership. We will process your personal data in accordance with GDPR and any related Data Protection Legislation and our Data Privacy Notice, a copy of which is available upon request.

INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights in the Materials are owned by or licensed to us. Provided you meet your obligations under these Terms and Conditions we grant you a non-exclusive, revocable licence during the Membership Term to use the Materials (subject to any specific restrictions on third party Materials licensed to us) provided or made available to you for the purposes of enjoying the Membership Services and/or for any specific purposes notified to you when we make the Materials available to you. You may not sub-license, assign or otherwise transfer the rights to use the Materials and /or the Intellectual Property Rights in the Materials granted in these Terms and Conditions.

We may notify you of specific use restrictions in relation to Materials we provide to you in connection with your membership and you agree to comply with those restrictions.

LIMITATION OF LIABILITY – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

Nothing in these Terms and Conditions limits any liability which cannot legally be limited, including liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation; and
- breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

Subject to the foregoing, we will not be liable to you, whether in contract, delict (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with your membership for:

- loss of profits;
- loss of sales or business;
- loss of agreements or contracts;
- loss of anticipated savings;
- loss of use or corruption of software, data or information;
- loss of or damage to goodwill; and
- any indirect or consequential loss.

Subject to the foregoing, our total liability to you arising under or in connection with your membership, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, will be limited to the total Membership Fee paid to ATC in the twelve months preceding the matter giving rise to your claim.

This term will survive termination of your membership.

EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations in relation to your membership and/or under these Terms and Conditions that is caused by any act or event beyond our reasonable control (**'Event Outside Our Control'**).

If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms and Conditions:

- we will contact you as soon as reasonably practicable to notify you; and
- our obligations under these Terms and Conditions will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

Either party may terminate your membership if it is affected by an Event Outside Our Control which has continued for more than 3 months. To cancel please contact us. If you opt to cancel we will refund the Membership Fee you have paid on a pro rata basis.

COMMUNICATIONS BETWEEN US

When we refer to "in writing" in these Terms and Conditions, this means email or postal as required

Any notice or other communication given under or in connection with these Terms and Conditions must be in writing and be delivered by either email which is classed as immediate or by post which is deemed to have been delivered by noon of the next working day following posting by us.

The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

GENERAL

Novation, Assignment and transfer

- We may novate, assign or transfer our rights and obligations under these Terms and Conditions to another entity, heirs or successors - but will always endeavour to notify you in writing or by posting on our website if this happens.
- You may only novate, assign or transfer your rights or your obligations under these Terms and Conditions to another person if we agree in writing.

Updates to these Terms and Conditions

We may need to update these Terms and Conditions from time to time to reflect changes to the Member Services or the way we operate and we will only make changes if terms are no longer relevant or to update missing information and where we have taken account of your interests, or for any other reason as we deem appropriate.

We will endeavour to notify you for example, by email and/or through the website at least 30 days before making any changes to these Terms and Conditions and you will have an opportunity to review the proposed changes before they take effect, unless the proposed changes are required by law.

You will be bound by any update to these Terms and Conditions unless you decide to terminate your membership in accordance with these Terms and Conditions.

Waiver

If we do not insist that you perform any of your obligations under these Terms and Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

Severance

Each paragraph of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

Third party rights

The Agreement or Contract is between you and us. No other person has any rights to enforce any of its terms.

No partnership or agency

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

No endorsement, affiliation, recommendation or sponsorship

Nothing in this Agreement is intended to, or shall be deemed to, establish any endorsement, affiliation, recommendation or sponsorship of any products or services between any of the Parties, or authorise any Party to make or enter into any commitments for or on behalf of any other Party under the guise of this Agreement; for the avoidance of doubt that does not prevent either Party from entering into separate and future discussions with the other Party without prejudice or obligation of either Party to seek to form separate agreements under this clause.

Governing law and jurisdiction

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 this Membership Agreement or its subject matter or formation (including non-contractual disputes or claims).