

UK Agri Tech Centre Community 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 ("UKATC").

In these terms and conditions we refer to UK Agri-Tech Centre Limited as "UKATC", 'us', 'we' or 'our'.

The term 'You' or 'Community Contributor' refers to the UK Agri-Tech Centre Community Contributor organisation named on the UK Agri-Tech Centre Community Application Form which we have accepted, however UKATC reserve the right to refuse or rescind a Community application for non-discriminatory reasons under legislation and on the grounds given as good cause such as conduct or character likely to bring UKATC into disrepute. Appeals against refusal or removal may be made to UKATC in writing and such appeals will be considered by UKATC whose final decision is binding.

See other reasons under "TERMINATION OF UK Agri-Tech Centre COMMUNITY contributor" 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 Community Contributor and your use of our Community Contributor Benefits or 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 'UK Agri-Tech Centre Community'.

Definitions

'Community' - means the UK Agri-Tech Centre Community under which Community Contributors are registered and services herein are provided;

'Community Contributor' - means an organisation named on a Community Application Form which UKATC have accepted for Registration onto the Community and have been informed of having an active Community Term;

'Community Contributor benefits or services' - means the services (may also be referred to as benefits or services interchangeably) provided by UKATC for the benefit of Community Contributors subject to these Terms and Conditions;

'Community Term' - means the period of Community Contributor status following Registration as detailed below in these terms and conditions;

'Intellectual Property Rights' - means 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;

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

'Registration' - means the formal acceptance of a Community Contributor by UKATC following review of an application from a Community Contributor indicating the commencement of the Community Term by the Community Contributor.

Community

Community Term

The Community Term is an initial 12 (twelve) months period commencing on the date on which UKATC notifies you it has accepted your application to become a Community Contributor following review of your UK Agri-Tech Centre Community Application Form.

Registration as a Community Contributor will renew automatically on an annual basis unless terminated by either party in accordance with these Terms and Conditions.

Community Conduct

UKATC is committed to providing a safe and welcoming environment for all Community Contributors.

We expect you, as a Community Contributor, to behave in a considerate manner towards not only UKATC, but to our other Community Contributors and respect their personal views and opinions.

UKATC will not tolerate any aggressive behaviour towards other Community Contributors or our colleagues in any context whether physically, verbally or in writing. We reserve the right to immediately terminate the Community Term of anyone behaving in such a manner at any time. We also reserve the above right if any Community Contributor or associate of that Community Contributor wilfully or negligently causes harm including reputational damage to UKATC.

Change of details and your information

Should your registered 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 UKATC 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 Community. 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.

Termination of Community

The Community Term may be terminated by either Party as set out below. UKATC may terminate a Community Term if:

- The Community Contributor commits any 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 Community Contributor breaches (in UKATC's sole opinion) any of the terms of Community agreement or does anything which brings UKATC or any of our other Community Contributors or partners/associates into disrepute.
- The Community Contributor ceases trading as a business or registered company at Companies House or any other event which would change the legal status of Community Contributor and being able to continue as a Community Contributor.

On termination of your Community Term under these Terms and Conditions your access to all Community Contributor Benefits or Services will cease.

Termination of your Community will not affect either Party's rights or 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.

You may terminate your Community Term at any time. To do so please request this in writing by emailing: 'community@ukagritechcentre.com' with your details and your request for removal. UKATC will then remove you from the Community within 30 days of receipt.

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 Community 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 Community 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 Community and you agree to comply with those restrictions.

Limitation of liability - Your attention is particularly drawn to the 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 Community 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 Community Term, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, will be limited to the total Community Fee paid to UKATC in the twelve months preceding the matter giving rise to your claim.

This term will survive termination of your Community.

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 Community Term 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 our obligations under these Terms and Conditions will be suspended.

UKATC may terminate your Community if it is affected by an Event Outside Our Control which has continued for more than 3 months.

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 not novate, assign or transfer your rights or your obligations under these Terms and Conditions.

Updates to these Terms and Conditions

We may need to update these Terms and Conditions from time to time to reflect changes to the Community Contributor 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 Community 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 collaborations 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 Community Agreement or its subject matter or formation (including non-contractual disputes or claims).