

**MEMBERSHIP TERMS AND CONDITIONS**

**1. INTERPRETATION**

1.1 The following definitions and rules of interpretation apply in these Conditions.

**Commencement Date** means the day a Contract comes into existence between you and us pursuant to clause 2.4;

**Conditions** means these terms and conditions as may be updated in accordance with clause 16.1;

**Confirmation Email** means the email we send you following either: (i) our approval of your application to become a Member in accordance with clause 2.4; or (ii) in relation to Paid Members, confirmation that your Paid Membership has been renewed in accordance with clause 4.6;

**Free Member** means a member of the Tastebuds Collective who will benefit from Membership Rights, but is not required to pay a Membership Fee (and **Free Membership** shall be construed accordingly);

**Intellectual Property Rights** means all patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

**Member** means a Free Member or a Paid Member (and **Membership** shall be construed accordingly);

**Member’s Marks** means your name and logo, which you licence to us pursuant to clause 6.2;

|                                      |  |
|--------------------------------------|--|
| <b>Membership Fee</b>                | means the annual fee applicable to your Tier as set out: (i) at <a href="#">Membership Options   Tastebuds (tastebudscollective.co.uk)</a> ; and (ii) in the Confirmation Email;   |
| <b>Membership Rights</b>             | means those membership rights applicable to your Tier as set out at <a href="#">Membership Options   Tastebuds (tastebudscollective.co.uk)</a> ;   |
| <b>Membership Year</b>               | means the 12-month period commencing on the date we send you a Confirmation Email in accordance with these Conditions;   |
| <b>Online Membership Application</b> | means the online form at <a href="#">Join   Tastebuds (tastebudscollective.co.uk)</a> ;  |
| <b>Paid Member</b>                   | means a member of the Tastebuds Collective who will benefit from Membership Rights subject to paying the Membership Fee (and <b>Paid Membership</b> shall be construed accordingly);   |
| <b>Tastebuds Collective</b>          | a community of food and drink businesses, academics, researchers and wider supply chain, driving innovation and growth in the sector in Norfolk and Suffolk and beyond;  |
| <b>Tastebuds' Marks</b>              | means our name and logo, which we licence to you pursuant to clause 6.3;   |
| <b>Tier</b>                          | means the level of your Membership as set out at <a href="#">Membership Options   Tastebuds (tastebudscollective.co.uk)</a> ;  |
| <b>we</b>                            | means <b>TASTEBUDS COLLECTIVE LIMITED</b> , registered company number 15901610 and registered address The Enterprise Centre University Of East Anglia, University Drive, Norwich, Norfolk, England, NR4 7TJ (and <b>us</b> and <b>our</b> shall be construed accordingly); |
| <b>you</b>                           | means the Member, as set out in the Confirmation Email (and <b>yours</b> shall be construed accordingly).  |

1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and a reference to a statute or statutory provision shall include all subordinate legislation made from time to time.

- 1.3 A reference to **writing** or **written** includes e-mail but not fax.
- 1.4 Any words following the terms **including**, **include**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. **FORMATION OF CONTRACT**

- 2.1 To apply to become a Member, you will need to complete the Online Membership Application. To do this simply follow the onscreen prompts and provide all the required information and submit it to us. You are responsible for ensuring that your information is complete and accurate. You must be a business trading in the United Kingdom to become a Member.
- 2.2 In relation to Paid Memberships, after completing the Online Membership Application, you shall either:
- 2.2.1 pay your Membership Fee online; or
  - 2.2.2 request we provide you with an invoice for your Membership Fee.
- 2.3 If you request an invoice pursuant to clause 2.2.2, we may invoice you for your Membership Fee at any time after such request. You shall pay such invoice within 14 days of receipt of the invoice.
- 2.4 After we have approved your application, and, in relation to Paid Memberships only, received your Membership Fee in accordance with clause 2.2.1 or clause 2.3, we shall send you a Confirmation Email. When we send you the Confirmation Email, a binding contract will come into existence between you and us (**Contract**).
- 2.5 In relation to Paid Memberships only, if you have paid your Membership Fee in accordance with clause 2.2.1 or clause 2.3 and we, acting in our sole discretion, do not approve your application, you shall receive a full refund of your Membership Fee.
- 2.6 These Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

## 3. **CONTRACT TERM**

- 3.1 This Contract will commence on the Commencement Date and shall continue unless terminated earlier in accordance with these Conditions (**Term**).

#### 4. **MEMBERSHIP FEE AND RENEWAL**

- 4.1 The provisions of this clause 4 shall only apply to Paid Memberships.
- 4.2 You shall pay us your Membership Fee for each Membership Year.
- 4.3 If you want to renew your Paid Membership at the end of each Membership Year, you shall, no later than 30 days before the end of the current Membership Year, either:
- 4.3.1 set up a direct debit to pay your next Membership Fee; or
  - 4.3.2 request we provide you with an invoice for your next Membership Fee.
- 4.4 If payment of your next Membership Fee is by direct debit in accordance with clause 4.3.1, your designated bank account will be charged automatically for each Membership Year. We shall remind you of the upcoming payment at least 30 days before the end of each Membership Year.
- 4.5 If you request an invoice pursuant to clause 4.3.2, we may invoice you for your next Membership Fee at any time after such request. You shall pay such invoice within 14 days of receipt of the invoice.
- 4.6 Once we have received your next Membership Fee in accordance with clause 4.4 or clause 4.5, we shall send you a Confirmation Email. When we send you this Confirmation Email, your Paid Membership shall be renewed for another Membership Year.
- 4.7 We may at any time adjust your next Membership Fee in relation to the next Membership Year. We shall notify you in advance if we adjust your next Membership Fee. If you object, you are entitled to cancel your Paid Membership in accordance with clause 10.
- 4.8 All payments made pursuant to these Conditions must be in full and cleared funds to the bank account nominated in writing by us.
- 4.9 If we do not receive your next Membership Fee for the next Membership Year in accordance with this clause 4 on or before the end of the current Membership Year, your Paid Membership shall automatically and immediately change to a Free

Membership and this Contract shall continue in force. If you object, you are entitled to cancel your Membership in accordance with clause 10.

## 5. MEMBERSHIP RIGHTS

- 5.1 During the Term, we shall grant you the Membership Rights in accordance with this Contract.
- 5.2 We reserve the right to amend the Membership Rights at any time if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Membership Rights, and we will notify you in advance of any such amendment. If you object, you are entitled to cancel your Membership in accordance with clause 10.1.
- 5.3 We will use reasonable endeavours to meet any performance dates specified, but any such dates are estimates only and failure to meet any performance dates will not give you the right to terminate this Contract.

## 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 We and you acknowledge as follows:
- 6.1.1 all Intellectual Property Rights in the Member's Marks, including any goodwill associated with it, shall be your sole and exclusive property, and save as expressly provided in clause 6.2, we shall not acquire any rights in the Member's Marks, nor in any developments or variations of them;
- 6.1.2 all Intellectual Property Rights in the Tastebuds' Marks, including any goodwill associated with them, shall be our sole and exclusive property and, save as expressly provided in clause 6.3, you shall not acquire any rights in the Tastebuds' Marks, including any developments or variations of them; and
- 6.1.3 all Intellectual Property Rights in or arising out of or in connection with the Tastebuds Collective, Membership and Membership Rights (other than Intellectual Property Rights in any information or materials provided by you) (**Tastebuds' IP**) will be owned by us.
- 6.2 You grant and we accept a fully paid-up, worldwide, sub-licensable, transferable, non-exclusive, royalty free licence to use your Member's Marks during the Term for the delivery of the Membership Rights and promotion of the Tastebuds Collective.
- 6.3 We grant and you accept a fully paid-up, worldwide, non-transferrable, non-exclusive, royalty free licence to use our Tastebuds' Marks during the Term in accordance with

your Membership Rights and promotion of the Tastebuds Collective subject to the specific prior written approval by us of each use.

6.4 You shall be permitted to use the Tastebuds' IP in accordance with your Membership Rights for the Term.

6.5 You warrant and represent that:

6.5.1 you own or are solely entitled to use the Member's Mark and any other material supplied you may supply to is in relation to this Contract and we shall be entitled to see evidence to this effect on request; and

6.5.2 our use of the Member's Mark in accordance with clause 6.2 will not infringe the rights of any third party.

## **7. YOUR GENERAL OBLIGATIONS**

7.1 You undertake to us:

7.1.1 to exercise the Membership Rights strictly in accordance with this Contract;

7.1.2 to comply with all applicable laws relevant to the exercise of your rights and the performance of your obligations under this Contract;

7.1.3 to cooperate with us in all matters related to your Membership, including providing us with such information and materials we may reasonably require, and ensure that such information is complete and accurate; and

7.1.4 to not allow any Membership Rights granted to you to be used by another entity or any person who is not your full-time employee;

7.1.5 to provide to us, within five days of our written request at any time, the number of your full-time employees; and

7.1.6 to notify us immediately if any information provided under these Conditions or in your Online Membership Application changes.

## **8. OUR OBLIGATIONS**

8.1 We shall:

8.1.1 use reasonable endeavours to deliver or ensure the delivery of each and all of the Membership Rights to you; and

8.1.2 comply with all applicable laws relevant to our performance of this Contract.

8.2 If our ability to deliver or ensure the delivery of any Membership Rights to you is prevented or delayed by any failure by you to fulfil any of your obligations in these Conditions (**Your Default**):

8.2.1 we will be entitled to suspend your Membership Rights until you remedy Your Default, and to rely on Your Default to relieve us from delivering or ensuring the delivery of each and all of the Membership Rights, in each case to the extent Your Default prevents or delays delivery of any Membership Rights;

8.2.2 we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to deliver or ensure the delivery of any Membership Rights; and

8.2.3 it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

## **9. LIMITATION OF LIABILITY**

9.1 Nothing in this Contract shall limit or exclude either your, or our, liability:

9.1.1 for death or personal injury caused by its negligence, or the negligence of your, or our, employees, agents or subcontractors;

9.1.2 for fraud or fraudulent misrepresentation; or

9.1.3 for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

9.2 Subject to clause 9.1, we shall not be liable for:

9.2.1 loss of profits (including loss of anticipated profits);

9.2.2 loss of sales or business;

9.2.3 loss of agreements or contracts;

9.2.4 loss of anticipated savings;

9.2.5 loss of or damage to goodwill or reputation;

9.2.6 loss of use or corruption of software, data or information; and/or

9.2.7 any indirect or consequential losses.

9.3 Subject to clause 9.1 and clause 9.2, our total liability to you in aggregate under this Contract shall not exceed:

9.3.1 if you are a Free Member, the greater of £200 or an amount equivalent to the Membership Fee of the lowest Tier of Paid Membership at the time of which the claim arises; and

9.3.2 if you are a Paid Member, 100% of the Membership Fee paid by you in the Contract Year in respect of which the claim arises,

and for the purpose of this clause 9.3, **Contract Year** means a period of 12 months (or such shorter period if this Contract is terminated earlier), commencing on the Commencement Date or any anniversary of it.

## 10. CANCELLATION, REFUNDS AND TERMINATION

10.1 You may cancel this Contract at any time by notifying us in writing. If you cancel pursuant to this clause 10.1 this Contract shall terminate with immediate effect. If you are a Paid Member, you will not receive any refund of your Membership Fee.

10.2 We may cancel this Contract if, acting in our sole discretion, we are unable to grant you the Membership Rights for any reason at any time by notifying you in writing. If we cancel pursuant to this clause 10.2 this Contract shall terminate with immediate effect. If you are a Paid Member, you will receive a refund of such portion of your Membership Fee as is applicable to the period from the date of termination to the end of your Membership Year.

10.3 Without affecting any other right or remedy available, either we or you may terminate this Contract with immediate effect by giving written notice to the other if:

10.3.1 the other commits a material breach of any term of this Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

10.3.2 the other takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 10.3.2; or



- 10.3.3 the other suspends or ceases, or threatens to suspend or cease, carrying on business.
- 10.4 Without affecting any other right or remedy available, we may terminate this Contract with immediate effect by giving written notice to you if:
  - 10.4.1 you fail to pay any amount due under this Contract on the due date for payment;
  - 10.4.2 you commit a breach of clause 6 (Intellectual Property Rights) or clause 7 (Your General Obligations);
  - 10.4.3 any of the information or material provided by you under these Conditions or in your Online Membership Application is false or misleading; and/or
  - 10.4.4 you have become involved in or become associated with (whether directly or indirectly) any situation (whether caused by you or a third party) which in our opinion (acting in our sole discretion):
    - 10.4.4.1 have a negative effect on the reputation of the Tastebuds Collective or any aspect of it; and/or
    - 10.4.4.2 would expose the Tastebuds Collective or any aspect of it to disrepute, scandal, ridicule or contempt, or would tend to shock, insult or offend.

## **11. CONSEQUENCES OF TERMINATION**

- 11.1 On termination or expiry of this Contract:
  - 11.1.1 the Membership Rights granted by us to you under this Contract shall immediately terminate;
  - 11.1.2 you shall not exercise the Membership Rights or use or exploit (directly or indirectly) your previous connection with us;
  - 11.1.3 you shall immediately pay to us any outstanding unpaid Membership Fee in respect of Membership Rights used;
  - 11.1.4 you and we shall promptly return to the other any property of the other within your or our possession or control; and
  - 11.1.5 you shall immediately cease using the Tastebuds' Marks and Tastebuds' IP, including removing the Tastebuds' Marks and/or Tastebuds' IP from your website and any other place where they may be displayed, and to

withdraw from circulation and any all materials you have produced which contain the Tastebuds' Marks and/or Tastebuds' IP.

11.2 Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract shall remain in full force and effect.

11.3 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities that you or we have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination or expiry.

## 12. FORCE MAJEURE

12.1 A **Force Majeure Event** means any circumstance not within our reasonable control, whether or not reasonably foreseeable, including: (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic (including the current COVID-19 pandemic and any reoccurrence of the same); (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (vi) collapse of buildings, fire, explosion or accident; (vii) national emergency or period of national mourning; and/or (viii) interruption or failure of utility service (including internet services).

12.2 If and to the extent we are prevented, hindered or delayed in or from performing any of our obligations under this Contract by a Force Majeure Event we shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

12.3 We shall as soon as possible after the start of a Force Majeure Event notify you of it and its potential duration (if known). We shall use our reasonable endeavours to mitigate the effect of the Force Majeure Event. If clause 12.2 applies, it is acknowledged and agreed that you shall be required to accept non-contractual performance offered by us.

## 13. CONFIDENTIALITY

13.1 You and we agree that neither you nor we shall, for so long as this Contract is in force, and for a period of two years after its termination or expiry disclose to any person any confidential information, or information of a confidential nature, concerning the

business, assets, affairs, customers, clients or suppliers of the other (**Confidential Information**), except as permitted by clause 13.2.

13.2 We and you may disclose the other's Confidential Information to:

13.2.1 employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of or in connection with this Contract provided the one disclosing ensures that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other's Confidential Information materially complies with this clause 13; and

13.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 Neither we nor you shall use the other's Confidential Information for any purpose other than to exercise rights and perform obligations under or in connection with this Contract.

#### **14. ENTIRE AGREEMENT**

14.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.2 Each party acknowledges that in entering into this Contract it does not rely on and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.

14.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

14.4 Nothing in this clause 14 shall limit or exclude any liability for fraud.

#### **15. NOTICES**

15.1 Any notice given to a party under or in connection with this Contract shall be in writing and shall be sent by email to the email address specified in the Confirmation Email.

15.2 Any notice shall be deemed to have been received at 09:00 on the next Business Day after transmission. For the purpose of this clause 15.2, **Business Day** means a day other than a Saturday, Sunday or public holiday in England.

15.3 This clause 15 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **16. GENERAL**

16.1 We may vary these terms and conditions for any reason from time to time on giving you at least seven days' notice in writing (provided that any variation required by applicable law will be effective immediately). If you do not accept the variation, you may, within three days of being notified of the variation by us (**Review Period**), terminate this Contract on written notice to us. Your continued use of any Membership Rights after the Review Period will constitute your acceptance of the variation. If you are a Paid Member and you terminate pursuant to this clause 16.1, you will receive a refund of such portion of your Membership Fee as is applicable to the period from the date of termination to the end of your Membership Year.

16.2 We may assign or transfer our rights and obligations under this Contract to another entity but will always notify you in writing or by posting on this webpage if this happens.

16.3 You may only assign or transfer your rights or your obligations under the Contract to another entity if we agree in writing.

16.4 If we do not insist that you perform any of your obligations under the Contract, 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.

16.5 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.

16.6 This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

## **17. GOVERNING LAW AND JURISDICTION**

17.1 This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales

17.2 We and you irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.