

## Membership Terms

### *Definitions used in these Membership Terms*

Some words used in these Membership Terms are capitalised and this means that they have a particular meaning. Those words and their meaning are set out below. The main purpose of doing this is to avoid repetition within the body of these Membership Terms, making them shorter and easier to read.

**BFA:** British Footwear Association Limited, incorporated and registered in England and Wales with company number 00059737, whose registered office is at 3 Burystead Place, Wellingborough, Northamptonshire, NN8 1AH.

**Commencement Date:** the date a Member accepts these Membership Terms.

**Content:** as defined in Clause 8.1.

**Member:** a commercial enterprise involved in the British footwear industry who accepts these Membership Terms in order to enjoy the services, benefits, resources, training and guidance associated with being a member of the BFA.

**Members:** all members of the BFA, regardless of membership class, including Members who may become Members after a Member joins.

**Membership Terms:** these Membership Terms.

**Privacy Policy:** the privacy policy set out in Clause 5.

### *Effect of these Membership Terms*

These Membership Terms shall bind a Member from the Commencement Date.

### *Terms*

The BFA and each Member agree to the following:

#### *1. Introduction*

- 1.1 These Membership Terms aim to strike a balance in respect of the BFA's legitimate need to protect its organisation and to regularise its relationship with Members and the relationships between Members, together with the wish of Members for the BFA to provide them with the services, benefits, resources, training and guidance associated with being a member of the BFA. In this regard, wherever reasonably possible, the BFA has sought to achieve a balance in the parties' rights and obligations.
- 1.2 In preparing these Membership Terms, the BFA has also sought to be clear and, in this regard, has endeavoured to use plain and intelligible business and legal language. The BFA hopes that Members find this approach transparent and useful.

## 2. *Term*

- 2.1 These Membership Terms will remain in force as between the BFA and a Member so long as that Member remains a member of the BFA or unless that Member's membership of the BFA is otherwise terminated in accordance with these Membership Terms.
- 2.2 The BFA may terminate a Member's membership of the BFA with immediate effect by giving written notice to the Member if the Member:
  - 2.2.1 commits a material breach of any term of these Membership Terms and (if such a breach is remediable) fails to remedy that breach within 15 days of being notified in writing to do so;
  - 2.2.2 suffers what the BFA reasonably considers to constitute an insolvency event or if the BFA reasonably considers that the Member is likely to suffer such an event;
  - 2.2.3 ceases trading or if the BFA reasonably considers that the Member is likely to cease trading; or
  - 2.3.4 fails to meet the BFA's criteria for membership as determined by the BFA.

## 3. *Services and benefits*

- 3.1 A commercial enterprise involved in the British footwear industry may be a Member by having submitted their details to the BFA and by having met the BFA's criteria for membership. By submitting details to the BFA, Members confirm that such details are true and accurate and that they will keep the BFA informed of any relevant changes to such details.
- 3.2 During the term of their membership with the BFA, a Member shall be entitled to receive the services, benefits, resources, training and guidance associated with being a member of the BFA as determined by the BFA.
- 3.3 Members may only use the services, benefits, resources, training and guidance associated with being a member of the BFA for legitimate and lawful purposes.

## 4. *Membership fee*

Members shall pay any annual dues and fees applicable to them as determined by the BFA to keep their membership renewed and in existence.

## 5. *Privacy Policy*

- 5.1 The BFA is committed to protecting and respecting the information of Members and those within their organisation. The BFA processes information about Members provided to it and collected by it in accordance with the following Privacy Policy and by accepting these Membership Terms a Member consents to such processing and warrants that all information provided by them to the BFA is accurate.
- 5.2 The BFA may collect and process the following information about Members and those within their organisation:
  - 5.2.1 *Information Members give to the BFA.* Members may give the BFA information about them and those within their organisation by filling in forms or by corresponding with the BFA by telephone, e-mail or otherwise. The information

given to the BFA may include names, addresses, e-mail addresses, telephone numbers, financial and credit card information, personal descriptions and photographs.

5.2.2 *Information the BFA collects from Members and those within their organisation.*

5.2.3 *Information the BFA receives from other sources.* The BFA may work closely with third parties (including its nominated partners) and may receive information about Members and those within their organisation from such third parties.

5.3 The BFA may use information held about Members and those within their organisation in the following ways:

5.3.1 *Information Members give to the BFA.* The BFA may use this information to:

- carry out its obligations arising from any contracts entered into between it and a Member;
- provide Members with information which the BFA considers may be of interest to them (including by way of mailings, newsletters and event invitations);
- provide Members, or permit the BFA's nominated partners to provide Members, with information which the BFA considers may be of interest to them (including by way of mailings, newsletters and event invitations). If a Member does not consent to the BFA using their information in this way, or to pass their information on to third parties (including for marketing purposes), they should please notify the BFA; and
- notify Members about changes to the services, benefits, resources, training and guidance associated with being a member of the BFA.

5.3.2 *Information the BFA collects from Members and those within their organisation.* The BFA may use this information to:

- administer its operations,
- improve the services, benefits, resources, training and guidance associated with being a member of the BFA; and
- provide Members, or permit the BFA's nominated partners to provide Members, with information which the BFA considers may be of interest to them (including by way of mailings, newsletters and event invitations).

5.3.3 *Information the BFA receives from other sources.* The BFA may combine this information with information Members gives to it and information it collects about Members. The BFA may use this information and the combined information for the purposes set out in this Clause 5.3.

5.4 The BFA may share information in respect of Members and those within their organisation with selected third parties including nominated partners, business parties and advertisers.

5.5 Members have the right to ask the BFA not to use or share information about them and those within their organisation as described in this Clause 5 by contacting the BFA.

5.6 By providing any information about those within their organisation, a Member represents and warrants to the BFA that they have all necessary consents and permissions to do so.

5.7 Details of the BFA's nominated partners may be obtained from time to time by visiting the BFA's website.

## 6. *Relationships between Members and with the BFA*

6.1 The BFA is under no obligation to oversee, monitor or moderate any relationships between Members. However, the BFA does reasonably expect Members to not act in any way which is defamatory of another Member or which is in breach of any legal duty owed to another Member, such as a contractual duty or a duty of confidence.

6.2 The BFA and Members shall co-operate with each other in respect of their membership to the BFA with a view to ensuring the efficient transmission of information between them.

## 7. *Disclaimers and limit of liability*

7.1 Please read this Clause 7 carefully as it limits the BFA's liability to Members in connection with their membership to the BFA.

7.2 Any information and materials supplied by the BFA (or its nominated partners) to Members is provided in good faith. Some information and materials may be prepared on the basis of publicly available information and other resources which are believed to be reliable. To the fullest extent permitted by applicable law, the BFA disclaims any responsibility and liability arising from any reliance placed on the content of such information and materials.

7.3 The BFA does not guarantee the accuracy or validity of any information and materials it provides to Members (or which its nominated partners provided to Members). Whilst the BFA will use reasonable endeavours to keep such information and materials up-to-date and correct (or to procure that this is done by its nominated partners), it does not make any representations and does not provide any warranties, express or implied, as to the accuracy, reliability, timeliness, completeness or suitability of any such information and materials provided to Members. Members acknowledge that such information and materials may contain inaccuracies or errors and the BFA excludes liability for any such inaccuracies or errors to the fullest extent permitted by applicable law.

7.4 Nothing in these Membership Terms shall attempt to limit or exclude liability that is not permissible under applicable law including for death or personal injury arising from the BFA's negligence or for fraudulent misrepresentation.

7.5 The BFA's liability to a Member (including in contract, tort, negligence, statutory duty or otherwise, to the maximum extent permitted by applicable law) for any loss or damage whatsoever, including, without limitation, direct, indirect or consequential loss or damage, incurred by a Member resulting from whatever cause arising out of or in connection with the use of any information or materials supplied by the BFA (or its nominated partners) will in no event exceed any annual membership fee paid by the Member to the BFA.

## 8. *Copyright and intellectual property rights*

- 8.1 The BFA (or its nominated partners) is the owner or the licensee of all intellectual property rights, including copyright, in the content of any mailings, newsletters and other information the BFA (or its nominated partners) sent to Members including any information, mode of expression, news articles, directory, database, image, animation, trade mark, trade name, logo or other materials or works (**Content**).
- 8.2 If a Member redistributes or reproduces part or all of any Content in any form, the BFA's status (and that of any of its nominated partners) as author of the Content must be acknowledged.
- 8.3 Members may not, except with the BFA's express prior written permission, commercially exploit any Content. If a Member wishes to make enquiries about a licence to reproduce any Content, they should please contact the BFA.

## 9. *Changes to these Membership Terms*

The BFA reserves the right to amend these Membership Terms from time to time. The BFA will give Members written notice of any such amendments at least 1 month before the proposed date of them to take effect. If such amendments are not acceptable to a Member, they shall notify the BFA in writing within 14 days of the date of the BFA's notice and this will cause their membership to the BFA to terminate upon the expiry of the BFA's notice. In the absence of a Member providing such notification, a Member agrees that such amendments shall become effective upon the expiry of the BFA's notice without the requirement for any further agreement or consent from them.

## 10. *General Provisions*

- 10.1 Nothing contained in these Membership Terms and no action taken by a Member shall be deemed to render that Member an employee, agent or representative of the BFA or any other Members, or shall be deemed to create a partnership, joint venture or syndicate among or between any of the Members or with the BFA.
- 10.2 If any provision or part-provision of these Membership Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 10.2 shall not affect the validity and enforceability of the rest of these Membership Terms.
- 10.3 If any provision or part-provision of these Membership Terms is invalid, illegal or unenforceable, the BFA shall, acting in good faith, amend such provision so that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 10.4 A waiver of any right under these Membership Terms or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under these Membership Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 10.5 The parties shall consider using alternative dispute resolution techniques for any dispute or difference arising out of or in connection with these Membership Terms. If either of the parties does not wish to use, or continue to use, such techniques, or such techniques do not resolve the dispute, nothing in this Clause 10.5 shall prevent either of them seeking a remedy from the courts.
- 10.6 These Membership Terms, and any dispute or claim arising out of or in connection them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.
- 10.7 Subject to Clause 10.5, the parties irrevocably agree 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 Membership Terms or their subject matter or formation (including non-contractual disputes or claims).