

## "MADE IN BRITAIN" MEMBERSHIP

### TERMS AND CONDITIONS

**MADE IN GREAT BRITAIN CAMPAIGN LIMITED**, trading as "**MADE IN BRITAIN**", is a not-for-profit organisation registered in England & Wales (company no. **08566119** and registered VAT number **194 3625 86**) representing manufacturers based in Great Britain ("**we**", "**us**", "**our**", "**MiB**" "**MIB**").

**OUR OBJECTIVE:** Our objective is to unite, support and promote British Manufacturers who produce British Products to help them leverage provenance marketing of such British Products as a business advantage. We also aim to raise awareness of British manufacturing and communicate this in a positive way to businesses and consumers in the UK and overseas.

**MiB MEMBERSHIP PROGRAMME:** As such, we have developed a membership programme to support British Manufacturers who produce British Products (terms defined below) and to give them access to certain support, information and Membership Benefits in accordance with the terms and conditions of these Terms (the "**MiB Membership Programme**").

These Terms set out the basis on which British Manufacturers who produce British Products (terms defined below) ("**you**", "**your(s)**") can apply for and become a member of the MiB Membership Programme and the terms of Your Membership (defined below).

**CONTACT US:** If you have any queries regarding the MiB Membership Programme, the Website and/or the MiB Directory (terms defined below) or any issue relating to these Terms, you can contact us directly at: [membership@madeinbritain.org](mailto:membership@madeinbritain.org) tel 01235 227301

**PLEASE READ THESE TERMS CAREFULLY before submitting an application for the MiB Membership Programme and before accessing any Membership Benefits.**

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#### 1. Definitions and Interpretation

1.1. Unless the context otherwise requires capitalised terms shall have the meaning as set out below:

1.2.

**"Authorised Person"** the owner of your business, one of your company directors or a person authorised to act on your behalf and to legally bind you;

**"British Manufacturer(s)"** (a) manufacturers of Physical Products and developers of Digital Products (but excluding developers who solely develop software service) with their headquarters and/or main manufacturing premises in Great Britain, who are manufacturing or developing British Products in an office, factory, studio, workshop or other manufacturing facilities in Great Britain; and (b) businesses that can provide evidence to Made in Britain that they own the Intellectual Property Rights in and to the Physical Product(s) and/or Digital Products they have designed or developed, and where, in the case of a Physical or Digital Product, is being manufactured by a third party at a factory/workshop/studio in Great Britain on such business' behalf. This definition expressly excludes individuals acting outside their trade, business, craft or profession;

**"British Product(s)"** Physical Products and Digital Products (which (i) in the case of Physical Products are deemed to have been manufactured or produced in Great

Britain, as a result of Great Britain being the place where all labour/human resources manufacturing or producing the finished Physical Product is provided; and (ii) in the case of Digital Products are deemed to have been developed in Great Britain, as a result of Great Britain being the place where all labour/human resources performing the concept development, coding, quality testing and maintenance was/is being carried out. For guidance as to what would qualify as a "British Product" pursuant to these Terms in respect of food and beverage products, please see our separate guidance note in section 2.6;

<b>"Code of Conduct"</b>	the code of conduct applicable to members of the MiB Membership Programme, as amended, supplemented or otherwise modified by us from time to time;
<b>"Commencement Date"</b>	as defined in Clause 5.2;
<b>"Digital Product(s)"</b>	intangible good(s) that are digitally encoded, produced for commercial sale or distribution, and that can be transmitted electronically in digital form; including digital media, applications, video games and software products;
<b>"Intellectual Property Rights"</b>	all copyright, database rights, design rights, registered designs, patents, inventions, logos, business names, trading names, trademarks, service marks, collective marks, trade secrets, rights in confidential information, internet domain names, rights in databases, data, source codes, software, specifications, know how, processes and business methods (including information, content, material or data displayed on it) and all rights and forms of protection of a similar nature or having an equivalent effect to any of them which may subsist anywhere in the world together with all goodwill attaching or relating thereto, whether or not any of them are registered and including application for registration of any of them;
<b>"Mark(s)"</b>	the "Made in Britain" logos identified in our Members' Handbook;
<b>"Members' Handbook"</b>	our guidelines as amended, supplemented or otherwise modified by us from time to time, which will be sent to you by email on confirmation of your membership;
<b>"Membership Benefits"</b>	as defined in Clause 10;
<b>"Membership Fee(s)"</b>	as defined in Clause 6.1;
<b>"Membership Year"</b>	as defined in Clause 5.2;
<b>"MiB Content"</b>	all content and material on the Website, the MiB Directory, the Members' Handbook, the Code of Conduct and the MiB Promotional Copy, including text, images, audio, visual, audio-visual, GIFs, tables, graphs and other content produced by us or on our behalf;
<b>"MiB Directory"</b>	an online business directory for members, located on our Website to promote businessesselling British Products, including Your Directory Page;

<b>"MiB IPRs"</b>	all Intellectual Property Rights in the Marks, the Website, the MiB Directory (excluding Your Content and any other member content), the Members' Handbook, the Code of Conduct and the MiB Promotional Copy, including any translations thereof;
<b>"MiB Membership Programme"</b>	as defined in the introduction to these Terms;
<b>"MiB Promotional Copy"</b>	promotional copy, signage and branding produced by us or on our behalf in any media and at point of sale relating to our business, the MiB Membership Programme, the MiB Directory, the Website and any events hosted or supported by us;
<b>"Permitted Purpose"</b>	incorporation into Your Promotional Copy to identify your British Products as being made in Great Britain (with a limited right to sub-license to your creative media agency for the sole purpose of creating the Promotional Copy);
<b>Physical Product(s)</b>	physical goods, including food and beverage products (but excluding Digital Products)
<b>"Renewal Requirements"</b>	as defined in Clause 5.3;
<b>"Terms"</b>	these Terms and Conditions, as amended, supplemented or otherwise modified by us from time to time, including the Members' Handbook and the Code of Conduct;
<b>"Website"</b>	<a href="https://www.madeinbritain.org">https://www.madeinbritain.org</a> & <a href="https://www.madeingb.org">https://www.madeingb.org</a>
<b>"Your Content"</b>	as defined in Clause 12.1;
<b>"Your Directory Page"</b>	as defined in Clause 12.3;
<b>"Your Membership"</b>	as defined in Clause 5.2; and
<b>"Your Promotional Copy"</b>	product packaging for your British Products (where applicable) and any related promotional copy or marketing materials produced by you or on your behalf in any media promoting your British Products bearing the Mark(s).

1.3 The headings in these Terms are for convenience only and do not affect their interpretation.

1.4 In these Terms, the words "include", "includes", "including" and "such as" are to be construed as if they were immediately followed by the words "without limitation".

1.5 In these Terms, unless the context clearly indicates another intention, a reference to:

- a. any gender includes other genders and the singular includes the plural and vice versa;
- b. a Clause or party is a reference to a Clause of or party to these Terms;

c. obligations undertaken by more than a single person or company are joint and several obligations; and

d. any reference to a person shall include natural persons and partnerships, firms and other such unincorporated bodies, corporate bodies and all other legal persons of whatever kind and however constituted.

## **PART A. MEMBERSHIP REQUIREMENTS**

### **2. Eligibility**

2.1. Membership to the MiB Membership Programme is only available to British Manufacturers.

2.2. By submitting an application form for the MiB Membership Programme, you warrant that you are eligible as defined in 1.2 above, and you are able to provide us with evidence to support your eligibility. Your application to join MiB and your business transparency included within your MiB Directory page serves as a declaration of provenance which is; your company number, your SIC code, your annual turnover for the preceding year, the number of your employees, the British Products that you manufacture, details of your headquarters, office, factory, studio, workshop or other manufacturing facilities in Great Britain or details of the manufacturing business making the product on your behalf. To ensure that all of our members who are British Manufacturers legitimately manufacturing British Products, we will keep a record of your SIC code, together with your Companies House registered number. If you are not familiar with this SIC code system, a list of all the manufacturer SIC codes can be found at this URL: <https://www.gov.uk/government/publications/standard-industrial-classification-of-economic-activities-sic>. If your business is not registered at Companies House with a manufacturing, software development or software publishing SIC code, you can join Made in Britain however we reserve the right to make further checks at your business premises to verify the extent of manufacturing taking place. You should contact us on [membership@madeinbritain.org](mailto:membership@madeinbritain.org) before you apply if you believe your SIC code may mean that you do not qualify for membership.

2.3. If you are not a British Manufacturer, you are not eligible for membership to the MiB Membership Programme. Therefore, you should not submit an application form and you have no right to access the Membership Benefits.

2.4. It is your sole responsibility to ensure that you comply with the eligibility requirements. There are specific trade and consumer laws and rules relating to trade descriptions and labelling of products. Therefore, we advise that you obtain independent legal advice to confirm your status and eligibility.

2.5. If you are selling your British Products overseas, some countries may request a certificate of origin for goods that are being exported from the UK. The trade body responsible for issuing country of origin certificates in the UK is the British Chamber of Commerce. You can find their website [here](#). There are local chambers of commerce all around the UK that can help you with country of origin certificates.

2.6. Please further note that you are solely responsible for complying with all product labelling requirements in respect of your British Products, including country of origin product labelling. The criteria for membership in the MiB Membership Programme and the assessment as to what qualifies as a "British Product" pursuant to these Terms may be different from the relevant legal requirements. It is therefore important that you take legal advice in respect of any product labelling requirements that may apply.

2.7. If you have any questions about the MiB Membership Programme application process with us prior to submitting your application, then please contact us by email at [membership@madeinbritain.org](mailto:membership@madeinbritain.org).

### **3. Your Acceptance of these Terms**

3.1. This offer is conditional on your agreement to these Terms. By submitting an application to join the MiB Membership Programme, you accept and agree to be bound by these Terms. If you do not agree to these Terms you should not apply for the MiB Membership Programme and you do not have the right to access any Membership Benefits. Any use of the Membership Benefits other than as authorised under these Terms or permitted by copyright and trademark law is prohibited.

#### **4. Joining the MiB Membership Programme**

4.1. Membership to the MiB Membership Programme is on an annual basis.

4.2. If you wish to become a member of the MiB Membership Programme, please complete the online application form [here](#) on the Website providing all of the requested contact and identity details for your company and your Authorised Person and tick the tick box confirming that you have read and accepted the terms and conditions of these Terms and our [Privacy Policy](#). If you do not complete the form or you refuse to accept the terms and conditions of these Terms and/or our [Privacy Policy](#), your application will be rejected and you will not be authorised to access the Membership Benefits.

4.3. The application form for membership to the MiB Membership Programme must be completed by an Authorised Person. Please ensure that you read and understand these Terms before completing and submitting an application form and making a payment.

4.4. Your application form and all renewal applications must include all requested information. If you are not registered at Companies House under a manufacturing, software development or software publishing SIC code, one of our representatives will contact you to request that you qualify as a British Manufacturer.

4.5. You warrant that all of the information that you have provided to us in connection with these Terms is complete, accurate and truthful.

4.6. All applications are subject to our approval and acceptance, exercised at our sole discretion. We reserve the right to reject an application for any reason.

4.7. We will aim to review your application for eligibility within three (3) working days for eligibility. If we have received your payment of the Membership but we are unable to verify the eligibility of your application, we reserve the right to put the membership "on hold" until such checks are complete. If we determine you are not eligible for Membership, we will cancel your application and refund your payment.

#### **5. Your Membership**

5.1. Within fourteen (14) days of receipt of your payment of your Membership Fee, we will send your Membership welcome pack, including details of how to access the Marks and other supporting resources.

5.2. Your membership will commence on our receipt of your payment of your Membership Fee ("**Commencement Date**") and continue for an initial period of twelve (12) consecutive months ("**Membership Year**") and thereafter for subsequent Membership Years, subject to the terms of Clauses 5.3-5.4 until Your Membership is terminated or cancelled in accordance with the terms and conditions of these Terms ("**Your Membership**"). A contract between you and us will come into effect on the Commencement Date ("**Contract**").

5.3. No less than one (1) month prior to the end of each Membership Year, we will email you to ask if you wish to renew Your Membership for a further Membership Year. If you wish to renew Your Membership, you must log-in to your account using the link provided in the email and do the following prior to the end of the then current Membership Year:

- a. review and update where necessary, all your details;
- b. read and accept the the current version of our terms and conditions;
- c. pay the relevant annual Membership Fee

in respect of your business, for which you are renewing the membership to the MiB Membership Programme ("**Renewal Requirements**"). If you have completed the Renewal Requirements to our satisfaction, we will confirm by email that Your Membership will renew for a further Membership Year. However, in the event that you fail to complete the Renewal Requirements to our satisfaction, we reserve the right to refuse to renew Your Membership and Your Membership, including all Membership Benefits, will expire at the end of your then current Membership Year.

5.4 The Renewal Requirements must be completed by an Authorised Person.

5.5 Notwithstanding the other provisions in these Terms, to uphold the authenticity of the MiB Membership Programme and the Marks, you hereby agree that by applying to join the MiB Membership Programme:

- a. you shall not hold yourself out as our "agent" or "partner";
- b. you shall not hold yourself out as being authorised to bind us in any way;
- c. you shall not incur any liability on our behalf nor represent that you are entitled to do so;
- d. you have not done and shall not at any time during and after Your Membership do any act which might, in our reasonable opinion, be likely to or tend materially to affect, disparage or adversely affect us or our reputation, the MiB Programme, the Marks and/or the MiB Directory;
- e. you will allow an appointed representative of Made in Britain to visit your business premises and/or your manufacturing facilities ("**Your Premises**") on reasonable notice to inspect Your Premises, your British Products and your uses of the Marks;
- f. you will be open to demonstrating to the general public exactly how your British Products are made;
- g. you will operate in a transparent manner, publishing evidence in photographs, text, short films and trade body certifications to support that your British Products are manufactured in Great Britain. If we receive evidence to suggest the Marks are being applied to products that are not British Products, we reserve the right to suspend and/or terminate Your Membership, including all Membership Benefits.

## 6. Membership Fees

6.1. The MiB Membership Programme and the Membership Benefits are made possible by the annual non-refundable Membership Fee that you are charged, which is calculated as follows:

6.1.1. if your application to join the MiB Membership Programme is accepted prior to 1 January 2021, your Membership Fee will be calculated as follows:

<b>Your annual turnover</b>	<b>Your annual Membership Fee</b>
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>£30 million per annum	£1500 plus VAT
From £5 to £30 million per annum	£1000 plus VAT
From £1-£4.9 million per annum	£300 plus VAT
up to £1 million per annum	£150 plus VAT

6.1.2. if your application to join the MiB Membership Programme is accepted on or after 1 January 2021, your Membership Fee will be calculated as follows:

Your annual turnover	Your annual Membership Fee
>£30 million per annum	£1500 plus VAT
From £5 to £30 million per annum	£1000 plus VAT
up to £5 million per annum	£300 plus VAT

- 6.2. Once per calendar year, we reserve the right to make changes to the Membership Fee and such changes will be posted on the Website.
- 6.3. You must pay the Membership Fee (as identified in our invoice to you) to us in full prior to the commencement of each Membership Year by any of the means we make available to a bank account nominated by us and notified to you. The Membership Fee is payable in British Pounds Sterling.
- 6.4. If you fail to pay any charges when due, we shall be entitled at our discretion to levy interest on all outstanding amounts due at a rate of two per cent above Barclays Bank plc base rate calculated on a daily basis.
- 6.5. In case of unauthorised payments and/or cancelled payment, we reserve the right to suspend or terminate Your Membership, including your access to the Membership Benefits.

## 7. Code of Conduct

Made in Britain members must comply with our Code of Conduct for the duration of their membership. As part of your application for membership, you will be granted access to our Code of Conduct. Please read our Code of Conduct carefully. The Code of Conduct has the specific aim of uniting members behind the highest business standards including compliance with the items such as Anti-Slavery, Anti-Money Laundering, Diversity, Equality, Transparency and Health & Safety principles. In the event that you are unable to comply with our Code of Conduct as a whole or in parts, you should not submit your membership application. By proceeding with your application, you confirm that you will comply with, and sign our Code of Conduct during your participation in the MiB Membership Programme. In the event that we have reasonable doubts whether you comply with our Code of Conduct, we may suspend your participation in the MiB Membership Programme. The Code of Conduct can be found in the Members Area of the website.

## 8. Changes to these Terms

We reserve the right to amend these Terms (including introducing new terms in the future and removing and/or replacing the Membership Benefits or any part of them) on reasonable notice to you. The amended Terms (save for any changes to the Membership Fees) will be effective from the date they are posted on the Website. Changes to Membership Fees will become effective on renewal of further Membership Years. Your continued use of the Membership Benefits (or any part of them) will constitute your acceptance of the amended Terms. Therefore, please review the Website and these Terms on a regular basis.

## **9. Expiration, termination and cancellation**

- 9.1. The Contract between you and us, including all Membership Benefits, rights and licences granted to you under these Terms, will terminate automatically on notification by you that you wish to cancel Your Membership. If you wish to cancel Your Membership, please inform us of the circumstances in writing before the end of your then current Membership Year.
- 9.2. We may, in our absolute and sole discretion, at any time terminate the Contract between you and us, including all Membership Benefits, rights and licences granted to you under these Terms with immediate effect for any reason, including if:
  - a. you no longer qualify for or you do not renew Your Membership;
  - b. you fail to pay the Membership Fee within the required timelines and in accordance with these Terms;
  - c. you undergo, or we reasonably believe that you have undergone or may undergo, any form of insolvency or event connected to an insolvency;
  - d. we reasonably believe that your primary purpose of being a member of the MiB Membership Programme is not in line with our objectives;
  - e. we reasonably believe that your use and/or sub-licensees' use (as applicable) of the Marks (or any part of them) and/or the MiB Directory is not in line with our approvals and/or the grant of rights and/or the Permitted Purpose under these Terms;
  - f. you are in breach of any of the terms of this Agreement and, in the case of a breach capable of remedy, fail to remedy such breach within ten (10) days of receipt of written notice giving full particulars of the breach and of the steps required to remedy it;
  - g. you do or fail to do anything which we consider might bring us, the MiB Membership Programme, the Marks and/or the MiB Directory or our reputation into disrepute; or
  - h. for any reason on giving thirty (30) days' prior written notice to you.
- 9.3. We may further, in our absolute and sole discretion, terminate the Contract between you and us, including all Membership Benefits, rights and licences granted to you under these Terms with immediate effect, if you have failed to complete at least 80% of Your Directory Page (as defined in Clause 10(c)) within the first three (3) months of Your Membership.
- 9.4. Termination of these Terms will be without prejudice to any existing rights and/or claims that we may have against you, and will not relieve you from fulfilling the obligations accrued prior to such termination.
- 9.5. You acknowledge that we will have no liability arising out of any alleged wrongful termination of these Terms. You hereby waive any claim or cause of action arising out of any termination of these Terms and you release us, our affiliates and our respective officers, employees and agents from any and all such claims and causes of action.



9.6. Upon expiration or termination of these Terms for any reason:

- a. you will immediately cease all use of the Marks and destroy or upon our request return to us all materials containing the Marks in your possession or control;
- b. ensure that the Mark is removed from all of your unsold British Products;
- c. all licences and rights granted to you under these Terms shall immediately terminate;
- d. all rights granted to you under these Terms or however acquired and any goodwill associated therewith shall revert and inure to us; and
- e. all access to the Membership Benefits will cease with immediate effect;
- f. you shall not make any representation that you, your business, your British Products and/or any of your other products and services are associated with us.

9.7. All provisions of these Terms which, by their terms or intent, are designed to survive the expiration or termination of these Terms, shall so survive the expiration and/or termination of these Terms.

## **PART B. MEMBERSHIP BENEFITS**

### **10. Your Membership Benefits "Membership Benefits"**

10.1. On becoming a member of the MiB Membership Programme, you will receive the following benefits during Your Membership in accordance with the terms and conditions of these Terms:

- a. the right to use the Marks solely for the Permitted Purpose;
- b. access to view and search the MiB Members Area containing Presentations, resources and other training and development content.;
- c. one (1) entry in the MiB Directory ("Your Directory Page") where you can upload your company address, contact details, company website url, logo, a vivid, sales & marketing orientated descriptive text, images, links to videos of your British Products and your office, factory or workshop and other information about your business ("Your Content"); and
- d. invitations to events (which may be subject to additional fees)

10.2. You shall complete at least 80% of Your Directory Page within the first three (3) months of Your Membership. Failure to do so may entitle us to terminate Your Membership in accordance with Clause 9.3.

### **11. Use of the Marks**

11.1. On becoming a member of the MiB Membership Programme, subject to your compliance with your obligations under these Terms, we hereby grant to you a non-exclusive, non-transferable, non-sublicensable, royalty-free licence to use the Marks for the Permitted Purpose in accordance with the terms and conditions of these Terms for the Membership Year. For the avoidance of doubt, except for the limited rights granted to you in this Clause, we do not grant you any right whatsoever to use copy, edit, adapt, modify, amend, incorporate, publish, distribute, broadcast and/or exhibit the Marks.

11.2. The Marks can be downloaded by you from the Members Area of the Website.

11.3. The Marks can be easily applied to any surface or material – glass, wood, plastic, paper and metals. It can also be applied to any digital, print or audio-visual media. The Marks have been registered by Made in Britain Campaign Ltd under a collective registration.

11.4. You hereby agree that:

- a. you shall only use the Marks on, or in clearly unambiguous association with, your British Products during your Membership Year;
- b. all uses by you of the Marks shall be in compliance with our Members' Handbook;
- c. you shall not use the Marks (or any part of it) for any use, event or purpose (whether directly or indirectly) which:
  - i. violates or infringes in any way upon the rights of others, which is unlawful, offensive, obscene, defamatory, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offence, gives rise to civil liability or otherwise violates any law or is in breach of the privacy or any other rights of a third party or of any law;
  - ii. would tend to allow them to become liable to misleading the public, or be materially detrimental to or inconsistent with our good name, goodwill, reputation and image;
  - iii. would impair our rights in the Marks (or any part of it); or
  - iv. is commercial (i.e. promoting particular products and/or services), promotional and/or falsely suggests a client (or other business) affiliation/relationship with us;
- d. you shall discharge your obligations in connection with the use of the Marks with all due skill, care and diligence and comply with any applicable laws, regulations and/or industry codes;
- e. you shall at all times (notwithstanding the termination of these Terms) be liable for, indemnify and hold us harmless (together with our officers, employees and agents) against all liabilities, actions, proceeds, costs, claims, damages and other expenses of any nature whatsoever incurred by, suffered by or awarded against us and compensation agreed by us in consequence of any breach or non-performance by you of any of your obligations under these Terms.

11.5. In the event that you exercise your limited right of sub-license to your creative media agency ("sub-licensee") for the sole purpose of creating Your Promotional Copy:

- a. you shall ensure that your sub-licensees are subject to obligations, restrictions and conditions in respect of use of the Marks, which are equivalent to the obligations, restrictions and conditions on you under these Terms;
- b. you shall be liable for the acts and omissions of your sub-licensees;
- c. you shall be held responsible and liable for the acts and omissions of your sub-licensees in relation to use of the Marks;
- d. any breach of a sub-license by your sub-licensees and/or any use of the Marks by your sub-licensees in contravention of the obligations, restrictions and conditions imposed on you under these Terms shall be a breach by you of these Terms;

- e. you shall ensure that your sub-licensees do not obtain or retain any ownership of Your Promotional Copy or other content or materials incorporating the Marks (excluding rights in their own trademarks), including without limitation in the Marks;
- f. such sub-licence shall terminate automatically on the termination of these Terms for any reason and equivalent post-termination restrictions and obligations shall be imposed on your sub-licensees

11.6. In the event you sell your British Products under the Marks, to a non-member of the MiB Membership Programme, who intends to sell such products under their own brand or identifying mark ("Third Party Seller"), the following shall apply:

- a. you shall provide us with the details of the business(es) selling your products;
- b. you shall procure that the Third Party Seller apply to become your sub-licensees of Made in Britain;
- c. you shall complete the registration process of your sub-licensee(s)– and subsequently comply with - the Made in Britain Licensing Policy at all times;
- d. once the Third Party Seller is set up in our system as a sub-licensee its account will be linked to yours[utilising a unique Made in Britain manufacturer code which links the sub-licensee to you as the manufacturer];
- e. you shall ensure that in your contractual arrangements with the Third Party Seller, they are subject to obligations, restrictions and conditions in respect of use of the Marks, which are equivalent to the obligations, restrictions and conditions applicable to you under these Terms;
- f. you shall be liable for the acts and omissions of your sub-licensees;
- g. you shall be held responsible and liable for the acts and omissions of your sub-licensees in relation to use of the Marks;
- h. any breach of a sub-licence by your sub-licensees and/or any use of the Marks by your sub-licensees in contravention of the obligations, restrictions and conditions imposed on you under these Terms shall be a breach by you of these Terms;
- i. you shall ensure that your sub-licensees do not obtain or retain any ownership of any Promotional Copy or other content or materials incorporating the Marks (excluding rights in their own trademarks), including without limitation in the Marks;
- j. such sub-licence shall terminate automatically on the termination of these Terms for any reason and equivalent post-termination restrictions and obligations shall be imposed on your sub-licensees

## 12. Online Directory

12.1. You must complete the content for Your Directory Page yourself, and Your Directory Page, including Your Content:

- a. must solely relate to your British Products and your office, factory, studio, workshop or other manufacturing facilities in Great Britain;
- b. must not feature any content relating to your other products, services, business and/or offices, factories, studios, workshops, manufacturing facilities or other premises outside of Great Britain;
- c. must not feature any content relating to any products that you sell that are not British Products;
- d. must not feature any content relating to any third party;
- e. will only remain active whilst Your Membership is active. On cancellation and/or termination of Your Membership for any reason, Your Directory Page will be archived and not appear in the public-facing version of the MiB Directory and should you wish to re-join the MiB Membership Programme and pay the Membership Fee, you may need to re-enter Your Content.

12.2. You hereby agree and acknowledge that we may use and process Your Content for the purpose of operating the MiB Directory and setting up Your Directory Page.

12.3. When using the MiB Directory and/or Your Directory Page, you agree to comply with these Terms and with all applicable laws. In particular, and unless expressly permitted by us in writing, you agree not to:

- a. use the MiB Directory and/or Your Directory Page for any illegal purpose or in an unlawful or fraudulent manner and you will not solicit or collect any user information;
- b. modify, remove or obscure any of our copyright/trademark or other proprietary rights notices, or interfere with the security-related features of the MiB Directory and/or Your Directory Page;
- c. take any action to interfere with, damage, disrupt any part of the MiB Directory and/or Your Directory Page or the features or services offered on it, or attempt to gain unauthorised access to the MiB Directory and/or Your Directory Page, by hacking, spoofing or similar means;
- d. use the MiB Directory and/or Your Directory Page to transmit or facilitate the transmission of any unsolicited or unauthorised advertising or promotional material or to send, knowingly receive, upload/post, download any material which does not comply with these Terms;
- e. use the MiB Directory and/or Your Directory Page to transmit or upload any material that contains software viruses, worms, Trojan Horses or any other computer code, file, programs or destructive features designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, including the MiB Directory and/or Your Directory Page;
- f. decompile, reverse engineer or disassemble any portion of the MiB Directory and/or Your Directory Page or otherwise seek to obtain the source code or non-public APIs to the MiB Directory and/or Your Directory Page, except to the extent expressly permitted by applicable law (and then only upon advance notice to us);

- g. utilise any device, software, or routine that will interfere or attempt to interfere with the functionality of the MiB Directory and/or Your Directory Page or use network-monitoring software to determine architecture of or extract usage data from the MiB Directory and/or Your Directory Page;
- h. take any action that imposes or may impose (in our sole determination) an unreasonable or a disproportionately large load on the MiB Directory and/or Your Directory Page or our infrastructure;
- i. use any portion of the MiB Directory and/or Your Directory Page (excluding Your Content) and/or MiB Content for any product or service provided to a third party or copy, scan, replicate, reproduce or record all or any part of the MiB Directory and/or Your Directory Page (excluding Your Content) and/or the MiB Content without our prior written consent;
- j. use all or any part of the MiB Directory and/or Your Directory Page to (i) prepare or compile any other database or directory; or (ii) provide any kind of commercial information service;
- k. modify the MiB Directory and/or Your Directory Page or any MiB Content or create any derivative product from the MiB Directory and/or Your Directory Page or any MiB Content;
- l. publicly disseminate information regarding the performance of the MiB Directory and/or Your Directory Page or MiB Content or access or use the MiB Directory and/or Your Directory Page or MiB Content for competitive analysis or benchmarking purposes; and/or
- m. engage in any conduct that restricts or inhibits any other user from using or enjoying the MiB Directory.

12.4. You will implement all requests from us for changes to Your Directory Page promptly and accurately in accordance with those deadlines and timescales notified to you from time to time.

12.5. You can cease your participation in the MiB Directory and unpublish Your Directory Page from the MiB Directory at any time using your controls in the Members Area..

12.6. We reserve the right to suspend or remove Your Directory Page and/or any or all of Your Content at any time and/or refuse you access to the MiB Directory without any liability to you, including if we believe that you are in breach of any of the terms of these Terms and/or we have received a complaint and/or request to take down content from a third party reasonably claiming infringement of their rights.

12.7. We shall have the right, at our sole discretion, to reject, suspend, or remove Your Directory Page or any of Your Content from the MiB Directory at any time, without liability, without cause and/or for any of the following reasons:

- a. we cease to publish the MiB Directory;
- b. we suspend the MiB Directory;
- c. you cease to be a member of the MiB Membership Programme;
- d. you are in breach of these Terms and/or our Privacy Policy.

12.8. Removal of Your Directory Page or any of Your Content from the Directory shall be without prejudice to any rights or obligations which we shall have accrued prior to such removal.

- 12.9. Your access to the MiB Directory is permitted on a temporary basis and we reserve the right to withdraw or amend the Directory without notice. We may suspend access to the MiB Directory and Your Directory Page periodically to carry out emergency or scheduled maintenance or for any other reason at any time. You acknowledge and accept that your use and access of the MiB Directory and Your Directory Page is dependent on connectivity over communications networks and facilities that are outside of our operation and/or control and that your use of the MiB Directory may be subject to limitations, delays and other problems inherent in the use of such networks and facilities. Taking this into account, we give no warranty that your use of the MiB Directory will be uninterrupted or error free.
- 12.10. To the extent permitted by law, we accept no responsibility for and exclude any liability to you for the inability of you or the public generally to access the MiB Directory or Your Directory Page, for any delays, interruption, service failures, or lack of availability of the MiB Directory or Your Directory Page or other problems outside of our reasonable control, including without limitation problems inherent in the use of the internet and electronic communications or other systems. You are solely responsible for making all technical and other arrangements necessary for access to the MiB Directory and Your Directory Page.
- 12.11. You acknowledge and accept that we are not responsible for any loss or damage of any kind that you may suffer as a result of any interruption or delay to your access to the MiB Directory or Your Directory Page, or as a result of any failure or error in the transfer of data over those networks and facilities in connection with your use of the MiB Directory.
- 12.12. You agree to fully cooperate with us to investigate any suspected or actual activity that is in breach of these Terms.
- 12.13. You further acknowledge and agree that:
- a. your website is governed by your own terms and conditions of use and privacy policy and your products and services are governed by your terms of sale;
  - b. we have no control over your website or the content of your website. The links to your website from the Website are for convenience only;
  - c. we do not endorse or recommend you, your products or services or your website;
  - d. nothing within the MiB Directory is, or shall be deemed to constitute, an offer or advice to you by us in relation to the products and services offered by you; and
  - e. you shall not advertise or promote the MiB Directory and/or Your Directory Page.

### **13. Your Content and Your Promotional Copy**

13.1. You shall be solely responsible for:

- a. checking Your Content, Your Promotional Copy and all Intellectual Property Rights in Your Content and Your Promotional Copy; and
- b. obtaining and securing all relevant consents, permissions, releases and licences required for you to use Your Content and Your Promotional Copy.

13.2. You warrant that:

- a. Your Content and Your Promotional Copy:

- i. is complete, accurate and truthful;
  - ii. will be promptly updated to keep it true, accurate, current, and complete where required during Your Membership;
  - iii. is legal, decent, honest and truthful and complies with all applicable laws, rules, regulations and industry codes, including in relation to advertising, marketing and promotion;
  - iv. is not and does not contain any content that is misleading, harmful, abusive, pornographic, vulgar, racist, obscene, defamatory or derogatory or otherwise offensive to us or any third party;
  - v. does not infringe or violate any copyright, trademark or any other personal or proprietary right of any person;
  - vi. does not infringe any privacy or confidentiality rights of us or any third party;
  - vii. will not bring us, the MiB Membership Programme and/or the MiB Directory, into disrepute;
- c. you have the right to submit and upload Your Content to the MiB Directory. For the avoidance of doubt, you are not permitted to upload Your Promotional Copy to the MiB Directory;
  - d. you are the owner of and are solely responsible for Your Content, Your Promotional Copy, your British Products, operating your website, your social media pages and the content on your website and your social media pages, your terms and conditions of use, your privacy policy and your other products and services, and you will be solely liable for all claims which arise from and any loss or damage users of the MiB Directory may suffer or incur in connection with:
  - e. use of Your Content, Your Promotional Copy, your British Products, your website, your social media pages and the content on your website and your social media pages, your terms and conditions of use, your privacy policy and your other products and services; and/or
    - i. any acts, omissions, errors or defaults of any third party in connection with Your Content, Your Promotional Copy, your British Products, your website, your social media pages and the content on your website and your social media pages, your terms and conditions of use, your privacy policy, and your other products and services;
  - f. you have adequate insurance policies in place with a major reputable insurance company with cover at a prudent level appropriate for your business, all normal and reasonably foreseeable risks relating to the conduct of your business; and
  - g. you have the full right, power and authority to enter into these Terms, to perform the acts required of you and to grant the rights herein.

## **14. Events**

14.1. We may organise events online and in person around the UK and overseas for our members. These events may be subject to additional registration fees for attendance and registration and may be available to members and non-members of the MiB Membership Programme. Attendance fees for

such events are intended to cover the costs of hosting and/or supporting the events. Costs will vary depending on the location and available facilities of the venue and the host member. As a not-for-profit organisation, we will also seek to recover costs for such events and seek monetary contribution and value in kind where possible.

14.2. Members can book and pay for places at these events online on our Website.

## **15. Intellectual Property Rights**

15.1. The legal and beneficial ownership of the Marks, the Website, the MiB Directory, the MiB Content and the MiB IPRs belongs to us, our affiliates or our licensors and all such rights in the MiB IPRs are reserved and may not be used, sold, licensed, copied or reproduced in whole or in part in any manner or form or in any media by any person without our prior written consent.

15.2. You agree that these Terms do not give you any ownership, any claim, any right, title or interest in or to the Marks, the Website, the MiB Directory, the MiB Content and/or the MiB IPRs (or any part of them) except the rights of use as are specifically set out in these Terms and you hereby acknowledge and agree that the benefit of all such use by you shall at all times enure to us. You shall hold all goodwill accruing to the Marks, the Website, the MiB Directory, the MiB Content and the MiB IPRs as a result of your use of the Marks, the Website, the MiB Directory, the MiB Content and the MiB IPRs as bare trustee for our benefit.

15.3. You hereby grant to us a non-exclusive, non-transferable, royalty-free licence during the duration of Your Membership to reproduce Your Content on Your Directory Page and in MiB Promotional Copy in connection with operating and promoting the MiB Directory.

15.4. All uses of the Marks must be displayed by you in the manner that has been presented by us to you in the Members Area on the Website, without amendment and shall be used in accordance with our Members' Handbook.

15.5. For the avoidance of doubt, you do not have any right to use the MiB Content and/or the MiB IPRs and you must not:

- a. remove any copyright or other proprietary notices contained in the MiB Content;
- b. modify the MiB Content in any way or reproduce or publicly display, perform, or distribute or otherwise use them for any public or commercial purpose;
- c. transfer the MiB Content to any other person; or
- d. use any MiB Content in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of us or any third parties.

## **16. Protection of the Marks and the Intellectual Property Rights**

16.1. You shall not apply to register or pursue registrations of the Marks, the MiB Content, the Website, the MiB Directory and/or any MiB IPRs (including any part of them) in your own name.

16.2. You shall notify us in writing of any infringements or misuses of the Marks, the MiB Content, the Website, the MiB Directory and/or any MiB IPRs (including any part of them) by third parties of which you become aware.

16.3. We have the sole right to determine whether any action shall be taken on account of all proceedings relating to the Marks, the MiB Content, the Website, the MiB Directory and/or any MiB IPRs (including any part of them) and will in our sole discretion decide what action (including litigation, arbitration or



compromise) if any to take in respect of any infringement or alleged infringement of the Marks, the MiB Content, the Website, the MiB Directory and/or any MiB IPRs (including any part of them) or any other claim or counterclaim brought or threatened in respect of the use of the Marks, the MiB Content, the Website, the MiB Directory and/or any MiB IPRs (including any part of them). We shall not be obliged to bring or defend any proceedings whether for infringement or otherwise in relation to the Marks, the MiB Content, the Website, the MiB Directory and/or any MiB IPRs (including any part of them) if we in our sole discretion decide not to do so.

16.4. In any infringement proceedings which are brought by us, we shall be entitled to claim in respect of any loss suffered or likely to be suffered by you and shall be entitled to retain any damages awarded in respect of such claim.

16.5. For the avoidance of doubt, nothing herein comprises a licence to use the Marks in connection with or in relation to any goods or services, other than your British Products.

## **17. Limitation of Liability**

17.1. Nothing in these Terms shall exclude or limit either party's liability for:

- a. death or personal injury to the other party as a result of the party's negligence;
- b. breach of confidentiality or data privacy obligations;
- c. fraud and wilful misconduct; or
- d. breach of the warranties given under these Terms.

17.2. We do not warrant that the use of the Marks, the Website and/or the MiB Directory (including any part of them) by you will not infringe the rights of any third party and exclude all implied warranties or representations to the fullest extent permitted by law.

17.3. Our only responsibilities with respect to the Marks, the Website and/or the MiB Directory (including any part of them) are set out in these Terms. To the fullest extent permitted by law and subject to Clause 17.1, we exclude all liability for loss or damage arising out of or in connection with your use of the Marks, the Website and/or the MiB Directory (including any part of them) for any reason except where caused by our negligence, fraud, misrepresentation or fraudulent misrepresentation.

17.4. Subject to Clause 17.1 and except as prohibited by law, you acknowledge and agree that we will not be liable for any injury, loss, claim, damage or any special, indirect, incidental or consequential damages of any kind you may suffer or incur (including any loss of savings you expect to make, loss of business or business opportunity, or loss of profit or revenue), whether based in contract, tort or otherwise, which arises out of or is in any way connected with:

- a. your use of the Marks, the Website and/or the MiB Directory (including any part of them);
- b. any failure, delay, interruption, suspension or otherwise to MiB Directory (including, but not limited to, the use or inability to use any component of the MiB Directory or Your Directory Page);
- c. errors, omissions or inaccurate information or MiB Content on the MiB Directory or any actions taken by us at your direction;
- d. the actions or omissions of other users of the MiB Directory; or

- e. any non-compliance of these Terms by us due to events beyond our control (for example, industrial disputes, technical difficulties, failure of or delays in communications networks, acts of terrorism or power failure) and

17.5. You hereby waive any claim or cause of action arising out of any termination of these Terms and you release us, and our affiliates and our respective managers, shareholders, officers, directors, employees and representatives and agents from any and all such claims and causes of action.

17.6. You will indemnify us, and our affiliates and our respective managers, shareholders, officers, directors, employees and representatives and agents (collectively, the "Indemnified Parties") against any liability, claim, demand, loss, damage or cost, including any reasonable legal fees in connection with and/or arising out of:

- a. any breach or non-performance by you of your representations, warranties, undertakings, or obligations in these Terms or any other terms implied by law or from your negligence;
- b. any use of Your Content on the MiB Directory, including, without limitation, any other information accessible over or through the MiB Directory, including information obtained from linked sites; and
- c. any claims that Your Content violates any law or breaches any third party rights (including, but not limited to, claims in respect of defamation, invasion of privacy, breach of confidence, infringement of copyright or infringement of any other intellectual property right). We reserve the right to exclusively defend and control any claims arising from the above and any such indemnification matters and that you will fully cooperate with us in any such defences.

17.7. Except for loss or damage which cannot be excluded or limited by applicable law, any loss or damage suffered by you or anyone else that may arise from use of the MiB Directory and which is not otherwise excluded under this Clause 17 or otherwise in these Terms, our liability is limited to an amount equivalent to your annual Membership Fee.

## **18. General**

18.1. Both you and we undertake to keep confidential all information (written or oral or in any other form) concerning the business and affairs of the other party that it shall have obtained or received as a result of the Contract, and will not use, copy or modify such confidential information (or permit others to do so) for any purpose or disclose such confidential information to a third party other than to its professional and legal advisers or as may be required by law or applicable regulations as may be agreed in advance between the parties hereto.

18.2. If we are unable to perform our obligations under these Terms because of matters beyond our reasonable control, including without limitation, fire, explosion, war, civil disorder, industrial disputes, or other disasters or governmental laws and regulations imposed, or other events beyond our reasonable control, we will not have any liability to you for our failure to perform. During such periods, these Terms shall be suspended.

18.3. If such period of suspension exceeds thirty (30) days, then either we or you may upon giving written notice to the other, give notice of termination to the other in accordance with the provisions of Clause 9.

18.4. If any provision of these Terms is held to be illegal, invalid or unenforceable in whole or in part the remainder of these Terms will continue to be valid and enforceable.

18.5. No failure or delay in exercising rights under these Terms shall operate as a waiver of such rights.

- 18.6. These Terms do not make either party the agent of the other nor does it create a partnership or joint venture between the parties.
- 18.7. These Terms express the entire agreement between us and you.
- 18.8. These Terms are personal to you and you will have no right to assign, novate or otherwise transfer any of your rights, obligations and liabilities under these Terms.
- 18.9. We may assign, novate or otherwise transfer all of its rights, obligations and liabilities under these Terms to a successor body to us and you will consent to any such assignment, novation or other transfer without delay.
- 18.10. Any notice to be given under these Terms may be given via e-mail, regular mail, facsimile or by hand to the address provided above or otherwise as notified by one party to the other.
- 18.11. If you breach these Terms and we take no action against you, we will still be entitled to enforce our rights and remedies against you in relation to that breach and to use our rights and remedies in any other situation where you breach these Terms.
- 18.12. These Terms are not intended to give rights to anyone except you and us.
- 18.13. These Terms and all matters relating to these Terms and rights granted under it shall be governed by and construed according to English law and be subject to the exclusive jurisdiction of the English Courts.