

British Association for Supported Employment Membership Terms and Conditions

Please read this contract carefully before purchasing your membership subscription. These terms and conditions form a binding contract between you and us and govern your membership with us.

You are not permitted to purchase or sign up for a membership for use other than in connection with a trade, business or profession. By purchasing your membership subscription, you hereby warrant, represent and undertake that you will only access our portal as part of your trade, business or profession and not as a consumer. If you are intending to use the membership or access the portal other than in connection with a trade, business or profession you must not do so and must not sign up for a membership.

1. Interpretation

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

1.1 Definitions:

“Affiliate” means Inclusive Trading Community Interest Company incorporated and registered in England and Wales with company number 07307354 whose registered office is at Room 15 Aldershot Enterprise Centre, 14-40 Victoria Road, Aldershot, Hampshire, United Kingdom, GU11 1TQ.

“Applicable Data Protection Laws” means:

- (a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- (b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

“Areas” means the number of UK council areas in the UK (including, metropolitans, cities, parishes, towns, boroughs or districts) from which you provide your goods and/or services from.

“Associate Membership Subscription” means a member of the British Association for Supported Employment who does not (i) hold any voting rights in the British Association for Supported Employment or (ii) directly deliver supported employment services to its customers but is committed to and support the charitable aims and values of the British Association for Supported Employment.

"Authorised Users" means those of your employees, agents and independent contractors who are authorised by you to use the Services and the Documentation, as further described in the Portal Terms.

"Business Day" means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

"Confidential Information" means all information (however recorded or preserved) that one party discloses or makes available to the other party (recipient) in connection with this Contract and which would be regarded as confidential by a reasonable business person. It includes any information of a confidential nature relating to the Subscription Fees or our operations, products, processes, trade secrets or know-how. It does not include information that:

- a) is or becomes generally available to the public (other than as a result of the recipient's breach);
- b) was available to the recipient on a non-confidential basis before disclosure by the discloser;
- c) was, is or becomes available to the recipient on a non-confidential basis from a person who, to the recipient's knowledge, is not bound by a confidentiality agreement with the discloser or otherwise prohibited from disclosing the information to the recipient;
- d) is developed by or for the recipient independently of the information disclosed by the discloser; or
- e) the parties agree in writing is not confidential or may be disclosed.

"Constitutional Documents" means the documents which outline our governance, structure, management and decision-making processes, including our articles of association.

"Commencement Date" has the meaning given in clause 4.4.

"Contract" means the contract between you and us in respect of the purchase of your Membership Subscription and the Portal Terms.

"Documentation" means the documents and other materials (including training materials in respect of supported employment) made available to you by us online via the Portal or such other web address notified by us to you from time to time which sets out a description of the Services and the user instructions for the Services.

"EU GDPR" means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

“Full Membership Subscription” means a member of British Association for Supported Employment who (i) holds voting rights in the British Association for Supported Employment and (ii) provides supported employment services to its customers,

“Heightened Cybersecurity Requirements” means any laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to you (but not we) relating to security of network and information systems and security breach and incident reporting requirements, which may include the Cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information Systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.

“Initial Subscription Term” means a period of one year from and including the Commencement Date.

“Intellectual Property Rights” means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Large Membership Subscription” means an organisation that Operates in four or more Areas.

“Membership Enquiry” means an enquiry made by you to purchase a Membership Subscription by completing a membership application form via our website.

“Membership Subscription” means the Membership Subscription purchased by you pursuant to clause 9.1 which entitle Authorised Users to access and use the Portal in accordance with this Contract.

“Medium Membership Subscription” means an organisation that Operates in two or three Areas.

“Micro Membership Subscription” means an organisation with no more than 5 employees and that Operates in up to 1 Area.

“Operates” means the provision of goods and/or services by you to your customers.

“Portal” means the Base Community Platform which can be accessed via our [website](#) [].

“Portal Terms” means the terms of use of the Portal which can be found [here](#).

"Seats" means the logins purchased by you pursuant to the Portal Terms which entitle Authorised Users to access and use the Services, Portal and Documentation in accordance with this Contract.

"Services" means the subscription services provided by us to you under this Contract, being access to the Portal or such other web address notified by us to you from time to time and as more particularly described in the Documentation.

"Small Membership Subscription" means an organisation that Operates in up to 1 Area.

"Subscription Fees" mean the subscription fees as set out in Table 1.

"Subscription Term" has the meaning given in clause 13.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

"Table 1" means:

Membership Subscription	Areas	Full Membership	Associate
Micro	1	£125	£115
Small	1	£320	£300
Medium	2-3	£600	£550
Large	4+	£1200	£1100
Accountable Bodies /Mayoral Authorities /Partnership Organisations	We will confirm the number of Areas for this Membership Subscription at the point at which we issue written acceptance of your Membership Enquiry pursuant to clause 4.4.	We will confirm our Subscription Fees for your Full Membership Subscription at the point at which we issue written acceptance of your Membership Enquiry pursuant to clause 4.4.	We will confirm our Subscription Fees for your Associate Membership Subscription at the point at which we issue written acceptance of your Membership Enquiry pursuant to clause 4.4.

"UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018).

“Your Materials” means any and all documentation or information (including all documents, information logo, trademark, materials, drawings, specifications, items and data) you provide to us or post or otherwise make available on the Portal.

“Year” means (i) the period from the Commencement Date until the day immediately preceding the first anniversary of the Commencement Date and (ii) each period of 12 months thereafter starting on the relevant anniversary of the Commencement Date and expiring on the day immediately preceding the next anniversary of the Commencement Date.

1.2 A reference to legislation or a legislative provision:

1.2.1 is a reference to it as amended, extended or re-enacted from time to time; and

1.2.2 shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.3 Any words following the terms **including**, **include**, **in particular**, **for example** 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.

1.4 A reference to **writing** or **written** includes email but not fax.

2. **What's in these terms?**

2.1 These terms tell you the rules for being a member of British Association for Supported Employment (**“we”**, **“us”**, **“our”**). By purchasing a Membership Subscription, you may access and use the Portal in accordance with the Portal's Terms. The Portal Terms can be found [here](#).

3. **Who we are and how to contact us**

3.1 We are registered in England and Wales under company number 05794990 (registered charity no. 1136395) and have our registered office at Aldershot Enterprise Centre, Room 15, 14-40 Victoria Road, Aldershot, Hampshire, United Kingdom, GU11 1TQ.

3.2 We are a charitable membership association funded mainly through membership subscriptions and donations.

3.3 We are regulated by the Charity Commission.

3.4 To contact us, please email membership@base-uk.org.

4. **Membership Subscriptions**

- 4.1 Membership Subscriptions shall be open to agencies or organisations whose primary role is the provision or facilitation of paid employment, advice, guidance or training for disabled people or people with a disability or other economic disadvantage and to individuals over the age of 18 and organisations with an interest in supported employment and who agree to comply with our Constitutional Documents.
- 4.2 All Membership Subscriptions will be subject to the approval of the National Executive Committee who may accept or reject your Membership Enquiry in its sole and absolute discretion.
- 4.3 When we receive a Membership Enquiry from you, it constitutes an offer by you to purchase a Membership Subscription. You can select any of the following membership subscriptions:
 - 4.3.1 Micro Membership Subscription (whether full or associate).
 - 4.3.2 Small Membership Subscription (whether full or associate).
 - 4.3.3 Medium Membership Subscription (whether full or associate).
 - 4.3.4 Large Membership Subscription (whether full or associate).
 - 4.3.5 Membership Subscriptions for accountable bodies / mayoral authorities / partnership organisations (whether full or associate).
- 4.4 Your Membership Enquiry will only be deemed to be accepted when we issue written acceptance of your Membership Enquiry via email and at which point, and on which date, a legally binding contract shall come into existence and your membership subscription will have commenced from this date and you will be able to access the Portal from that date (**Commencement Date**). We may offer you a different size of Membership Subscription than the size of Membership Subscription requested in your Membership Enquiry.
- 4.5 This Contract represents the entire agreement between you and us and applies 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.
- 4.6 If you are entering into this Contract on behalf of a company, limited liability partnership or other body corporate, you hereby warrant, represent and undertake that you have the necessary authority, consents and permissions to bind the company, limited liability partnership or other body corporate and to enter into this Contract on its behalf.

- 4.7 For the avoidance of doubt, you will not be able to access Services or Documentation until your Subscription Fees have been paid in full in each Year in accordance with clause 9.1.
- 4.8 The type of Membership Subscription which applies to you will depend on the number of Areas in which your business Operates and whether it is a Full Membership Subscription or Associate Membership Subscription. This is set out in further detail in Table 1.
5. **Membership Changes**
- 5.1 Subject to clause 5.2, if the number of Areas you operate in exceed the number of Areas which apply to your Membership Subscription or you wish to increase the number of Areas in excess of the number of Areas which apply to your Membership Subscription, you shall notify us in writing. We shall evaluate such request for additional Areas and respond to you with approval or rejection of the request, which we can reject in our sole and absolute discretion. Where we approve the request, we shall, change your Membership Subscription to account for the increase in number of Areas from which your business Operates in accordance with the provisions of this Contract.
- 5.2 If we approve your request to increase the number of Areas which apply to your Membership Subscription or you wish to increase the number of Areas in excess of the number of Areas which apply to your Membership Subscription which, in each case, requires a Membership Change, you shall, within 30 days of the date of the invoice, pay to us the cost of the relevant Membership Change and, if such Membership Change is purchased by you part way through the Initial Subscription Term or any Renewal Period (as applicable), the cost of such Membership Change shall be pro-rated from the date of activation by us for the remainder of the Initial Subscription Term or the then current Renewal Period (as applicable).
- 5.3 If you wish to change your Associate Membership Subscription to a Full Membership Subscription, you shall notify us in writing. We shall evaluate such request for an Membership Change and respond to you with approval or rejection of the request, which we can reject in our sole and absolute discretion. Where we approve the request, we shall activate your Full Membership Subscription within 10 Business Days of our approval of your request.
- 5.4 If we approve your request to change your Membership Subscription pursuant to clause 5.3, you shall, within 30 days of the date of the invoice, pay to us the cost of the relevant Membership Change and, if such Membership Change is purchased by you part way through the Initial Subscription Term or any Renewal Period (as applicable), the cost of such Membership Change shall be pro-rated from the date of activation by us for the remainder of the Initial Subscription Term or the then current Renewal Period (as applicable).

- 5.5 For the avoidance of doubt, you cannot and we shall not accept any request to reduce the size of your Membership Subscription (for example from a Large Membership Subscription to a Medium Membership Subscription or from a Full Membership Subscription to an Associate Membership Subscription).

6. **Services**

- 6.1 We shall, during the Subscription Term, provide the Services and make available the Documentation to you on and subject to the terms of this Contract.
- 6.2 We may update and change our Services from time to time to reflect changes to our products, our users' needs and changes to any applicable laws. We will try to give you reasonable notice of any major changes. There may also be further or additional benefits to the Membership Subscription, but all shall be at our discretion.
- 6.3 Your Membership Subscription will allow you to apply for “lunch and learn” sessions provided by us and (subject to clause 9.6.1) 20% off the usual price of training sessions provided by our Affiliate. However, you hereby acknowledge and agree that (i) you cannot apply for any such “lunch and learn sessions” and (ii) no discounts will be applied to training sessions provided by our Affiliate if, in each case (i) and (ii) any notice has been provided by either party to terminate the Membership Subscription.
- 6.4 Your Membership Subscription may also entitle you to apply for training schemes (including apprenticeship schemes provided by us or our Affiliate). Any such schemes will be subject to a separate contract between you and us or our Affiliate and is subject to being approved by us or our Affiliate for such scheme. Any such schemes are subject to availability and we give no promise, guarantee or assurance that any such schemes will be available. However, you hereby acknowledge and agree that (i) you cannot apply for any such “training schemes” and (ii) no discounts will be applied to training schemes provided by our Affiliate if, in each case (i) and (ii) any notice has been provided by either party to terminate the Membership Subscription.

7. **Data protection**

- 7.1 For the purposes of this clause 7, the terms **Commissioner, controller, data subject, personal data, personal data breach, processor and processing**, shall have the meaning given to them in the UK GDPR.
- 7.2 We will only use your personal information as set out in our [Privacy Policy](#)
- 7.3 For the purposes of the Applicable Data Protection Laws, both parties shall be controllers of any personal data provided to it by the other party under or in connection with this Contract.

- 7.4 Each party shall comply with all obligations, responsibilities and duties imposed on it by Applicable Data Protection Laws in respect of any personal data which it processes under or in connection with this Contract.
- 7.5 In respect of any personal data provided by one party to the other party under this Contract, the party providing personal data:
- 7.5.1 warrants, represents and undertakes that it is entitled to lawfully transfer the relevant personal data to the other;
 - 7.5.2 shall comply with all duties, obligations and restrictions imposed on it by the Applicable Data Protection Laws in respect of the transfer of such personal data to the other; and
 - 7.5.3 shall not by any act or omission in respect of such personal data cause the other to be in breach of or not be fully compliant with the Applicable Data Protection Laws.
- 7.6 You shall promptly assist us in responding to any request from a data subject and in ensuring compliance with our obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with the Commissioner, supervisory authorities or other regulators.
- 7.7 You shall at all times during and after termination or expiry of this Contract, indemnify, keep indemnified and hold us and our Affiliate harmless on demand against all liabilities, costs, expenses, claims, demands, actions, proceedings, fines and any damages or losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us and our Affiliate arising out of or in connection with any breach or alleged breach by you of your obligations under this clause 7 and/or Applicable Data Protection Laws.

8. Your obligations

- 8.1 You shall:
- 8.1.1 provide us with:
 - 8.1.1.1 all necessary co-operation in relation to this Contract; and
 - 8.1.1.2 all necessary access to such information as may be required by us in order to provide the Services;
 - 8.1.2 without affecting its other obligations under this Contract, comply with all applicable laws and regulations with respect to its activities under this Contract (including when accessing and using the Services);

- 8.1.3 ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Contract and shall be responsible for any Authorised User's breach of this Contract;
- 8.2 Your Membership Subscription signifies your organisations commitment to our mission and values of supported employment. You shall uphold and promote these principles at your organisation and when using and accessing the Portal and Documentation.
- 8.3 If you are a full member of our organisation, you will hold voting rights in British Association for Supported Employment and you shall:
 - 8.3.1 use any voting rights you hold in full compliance with our Constitutional Documents.
- 8.4 You shall use and access the Portal and Documentation in full compliance with the Constitutional Documents.
- 9. **Subscription Fees**
- 9.1 You shall pay the Subscription Fees to us annually in advance for the Membership Subscriptions in accordance with this clause 9.
- 9.2 The Membership Subscription which applies to you and therefore, the value of Subscription Fees which are payable by you under and in accordance with the terms of this Contract will depend on the number of Areas in which your business Operates and whether you have purchased a Full Membership Subscription or an Associate Membership Subscription. You can use Table 1 in order to determine which Membership Subscription will apply to you.
- 9.3 If you are an accountable body, mayoral authority or partnership organisation, we will confirm our Subscription Fees for your subscription at the point at which we issue written acceptance of your Membership Enquiry pursuant to clause 4.4.
- 9.4 If you choose to change your membership or buy additional Seats during the Initial Subscription Term or Renewal Period, you will be charged a pro rata amount for that Initial Subscription Term or Renewal Period.
- 9.5 We shall invoice you:
 - 9.5.1 as soon as reasonably practicable following the Commencement Date for the Subscription Fees payable in respect of the Initial Subscription Term;
 - 9.5.2 for changes to your Membership Subscription or for additional Authorised Users, as soon as reasonably practicable following

acceptance by us of your request to change your Membership Subscription or additional Authorised Users;

- 9.5.3 subject to clause 13.1, on or around 30 days prior to each anniversary of the Commencement Date for the Subscription Fees payable in respect of the next Renewal Period,

and you shall pay each invoice within 30 days after the date of such invoice.

- 9.6 If we have not received payment of the Subscription Fees within 30 days after the due date, and without prejudice to any other rights and remedies we may have:

9.6.1 we may, without liability to you, disable your password, account and access to all or part of the Services, Portal and Documentation and we shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid and that you will be unable to claim any discount on training referred to in clause 6.3 whilst the Services are suspended; and

9.6.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment. The parties acknowledge that such interest payments are not unreasonable or unconscionable and this is a substantial remedy for any failure by you to make payment by the due date and you perpetually waive absolutely and unconditionally any right to challenge the enforceability of such interest payments on the basis that they represent an unenforceable penalty.

- 9.7 All amounts and fees stated or referred to in this Contract:

9.7.1 shall be paid in full and cleared funds without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law);

9.7.2 shall be payable in pounds sterling;

9.7.3 are non-cancellable and non-refundable; and

9.7.4 are exclusive of value added tax, which shall be added to our invoice(s) at the appropriate rate.

- 9.8 We shall be entitled to increase the Subscription Fees and the fees payable in respect of the additional Membership Subscriptions purchased pursuant to clause 5, at the start of each Renewal Period upon 90 days' prior notice to you and the Subscription Fees shall be deemed to have been amended accordingly.

10. **Proprietary rights**

- 10.1 You acknowledge and agree that we and/or our licensors own all Intellectual Property Rights in the Services and the Documentation and the Portal. Except as expressly stated herein, this Contract does not grant you any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Portal or the Documentation.
- 10.2 You shall not print off or download any Documentation published on our Portal or use the Documentation for your personal use. If you print off, copy, download, share or repost any part of the Documentation in breach of this Contract, we may, without prejudice to any other rights or remedies available to us, disable your rights to access the Services and Documentation and you must, at our option, return or destroy any copies of the Documentation you have made (except that you are permitted to print off a copy of this Contract).
- 10.3 Our status (and that of any identified contributors) as the authors of Documentation must always be acknowledged (except where the content is user-generated) when you are using the Documentation in accordance with the terms of this Contract.
- 10.4 We confirm that we have the rights in relation to the Services and the Documentation that are necessary to grant all the rights we purport to grant under, and in accordance with, the terms of this Contract.
- 10.5 You or your relevant licensors shall own all Intellectual Property Rights in Your Materials. You shall grant to us a non-exclusive, transferable, assignable, sub-licensable, royalty-free licence for the duration of this Contract to use, store, reproduce, distribute, prepare derivative works of and display Your Materials on the Portal or across different media (including our website) for the purposes of (i) promoting our Services and (ii) providing the Services under this Contract.
- 10.6 In granting the licence to us under clause 10.5, you warrant represent and undertake to us that the receipt and use by us shall not infringe the rights, including any Intellectual Property Rights, of any third party.
- 10.7 You shall indemnify us and our Affiliate in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with any claim brought against us for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the receipt or use of the Client Materials by us.

11. **Confidentiality**

- 11.1 Each party shall keep the other party's (and in our case, our Affiliate's) Confidential Information secret and confidential and shall not:
- 11.1.1 use that Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Contract (**Permitted Purpose**); or
 - 11.1.2 disclose that Confidential Information in whole or in part to any person, except as permitted by clause 11.2.
- 11.2 Each party may disclose the other party's Confidential Information:
- 11.2.1 to those of its employees, officers, representatives, independent contractors, subcontractors and advisers who need to know that information for the Permitted Purpose (**Representatives**). Each party shall ensure that its Representatives comply with confidentiality obligations which are substantially equivalent to those set out in this clause 11;
 - 11.2.2 in our case, to our Affiliate; and
 - 11.2.3 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3 The provisions of this clause 11 shall continue to apply indefinitely after termination or expiry of this Contract.

12. **Limitation of liability**

- 12.1 References to liability in this clause 12 (Limitation of liability) include every kind of liability arising under or in connection with this Contract including liability in contract, tort (including negligence), misrepresentation, breach of statutory duty, in restitution or otherwise.
- 12.2 Nothing in this Contract limits any liability which cannot legally be limited, including liability for:
- 12.2.1 death or personal injury caused by negligence;
 - 12.2.2 fraud or fraudulent misrepresentation; and
 - 12.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 12.3 Subject to clause 12.2 and 12.4, our total aggregate liability to the Client in each Year for any and all claims or series of connected claims arising in that Year (for

the purposes of this clause, a claim or series of connected claims arises when the first event giving rise to the relevant claim or series of connected claims arises and any claim arising after termination or expiry of this Contract shall be deemed to arise on the last day prior to termination or expiry) shall be limited to 100% of the value of the Subscription Fees paid or payable by you to us in that Year giving rise to the claim or series of connected claims.

12.4 Subject to clause 12.2 (liabilities which cannot legally be limited), we shall have no liability arising under or in connection with this Contract for any:

12.4.1 loss of profits;

12.4.2 loss of sales or business;

12.4.3 loss of agreements or contracts;

12.4.4 loss of anticipated savings;

12.4.5 loss of use or corruption of software, data or information;

12.4.6 loss of or damage to goodwill; and

12.4.7 indirect or consequential loss.

12.5 Any terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Contract.

12.6 Unless you notify us that you intend to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire 24 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

13. **Term and termination**

13.1 This Contract shall, unless otherwise terminated as provided in this clause 13, commence on the Commencement Date and shall continue for the Initial Subscription Term and, thereafter, this Contract shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

13.1.1 either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this Contract shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

13.1.2 otherwise terminated in accordance with the provisions of this Contract;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

- 13.2 Without affecting any other right or remedy available to it, either party may terminate this Contract with immediate effect by giving written notice to the other party if:
- 13.2.1 the other party fails to pay any amount due under this Contract on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;
 - 13.2.2 the other party commits a material breach of any other term of this Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - 13.2.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
 - 13.2.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 13.2.5 the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
 - 13.2.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 13.2.7 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
 - 13.2.8 the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

- 13.2.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 13.2.10 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 - 13.2.11 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2.3 to clause 13.2.10 (inclusive);
 - 13.2.12 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - 13.2.13 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Contract is in jeopardy;
- 13.3 Without prejudice to any right or remedy available to us, we may terminate this Contract immediately on written notice if:
- 13.3.1 you fail to comply with any applicable laws when using the Services or Documentation;
 - 13.3.2 you post or otherwise make available any documentation or information on the Portal which infringes or allegedly infringes the rights (including the Intellectual Property Rights) of any third party;
 - 13.3.3 you damage our goodwill or reputation;
 - 13.3.4 you infringe, or we have reason to believe you have infringed, our rights (including, Intellectual Property Rights); or
 - 13.3.5 you commit a breach of the Portal Terms.
- 13.4 On termination of this Contract for any reason:
- 13.4.1 you shall immediately pay to us all of our unpaid invoices and interest and, where no invoice has been submitted for Subscription Fees, we may submit an invoice, which shall be payable immediately on receipt. For the avoidance of doubt, no sums paid in advance will be refunded irrespective of the reason for the termination;
 - 13.4.2 all benefits that you receive under this Contract shall automatically and immediately cease;

- 13.4.3 all licences granted under this Contract shall immediately terminate and you shall immediately cease all use of the Services and/or the Documentation;
- 13.4.4 each party shall return and make no further use of any property, Documentation and other items (and all copies of them) belonging to the other party;
- 13.4.5 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall not be affected or prejudiced.

14. **Force majeure**

Neither party shall be in breach of this Contract or otherwise liable for any delay or failure in the performance of its obligations for so long as, and to the extent that, such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 30 days, the party not affected may terminate this Contract by giving not less than 14 days' written notice to the affected party.

15. **Variation**

No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. **Waiver**

- 16.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 16.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

17. **Rights and remedies**

Except as expressly provided in this Contract, the rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

18. **Severance**

- 18.1 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.

- 18.2 If any provision or part-provision of this Contract is deemed deleted under clause 18.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. Entire Agreement

- 19.1 This Contract constitutes the entire agreement between the parties in relation to its subject matter and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 19.2 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.
- 19.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.
- 19.4 Nothing in this clause shall limit or exclude any liability for fraud.

20. Assignment

- 20.1 You shall not, without our prior written consent, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Contract.
- 20.2 We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Contract.

21. No partnership or agency

Nothing in this Contract is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

22. Third party rights

- 22.1 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.

23. **Notices**

23.1 Any notice given to a party under or in connection with this Contract shall be in writing and shall be:

23.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

23.1.2 sent by email to the following addresses (or an address substituted in writing by the party to be served):

23.1.2.1 Party 1: membership@base-uk.org

23.1.2.2 Party 2: admin@base-uk.org

23.2 Any notice shall be deemed to have been received:

23.2.1 if delivered by hand, at the time the notice is left at the proper address;

23.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

23.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

23.3 This clause 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.

24. **Governing law**

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

25. **Jurisdiction**

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