1. Definitions

“Annual Subscription” The annual subscription amount as confirmed in writing by UKHospitality and payable by each Member for UKHospitality Membership

“Applicant” The company on whose behalf the Application Form is submitted

“Application Form” The UKHospitality membership application form completed and signed by the Applicant and returned to UKHospitality

“Contract” The contract between UKHospitality and any Member, comprising of the Application Form, Terms & Conditions and the Articles of Association of UKHospitality

“Member” The company or organisation that is a fully paid-up member of UKHospitality

“Member Benefits” The benefits and services available to Members of UKHospitality

“Membership Year” A 12 month period running from the first Annual Subscription until the following Annual Subscription

“Privacy Policy” The policy covering UKHospitality’s use of personal data which can be viewed at: https://www.ukhospitality.org.uk/Privacy_Statement.aspx

“UKHospitality” UKHospitality Industries (UKHI) registered in England and Wales with company number 11114077 whose registered office is at 6th Floor 10 Bloomsbury Way, London, England, WC1A 2SL

2. Eligibility for Membership

2.1 To be eligible to apply for membership of UKHI, an organisation must:

(a) be a limited company or an LLP. Operator Members must be registered in England and Wales, Northern Ireland or Scotland with Companies House (or any equivalent body that may be established in Scotland) or a public body;

(b) be an actively trading company (not a non-trading, dormant or shell company);

(c) be approved by UKHI (acting in its sole discretion); and

(d) agree to these Conditions.

3. New Members

3.1 An Application Form will need to be completed and the appropriate first year’s Annual Subscription should be paid as per Clause 7 below.

4. Basis of Contract

4.1 Membership is on the basis of a rolling one-year subscription and this Contract shall continue in force until terminated in accordance with Clause 6.

4.2 If a Member acquires another Member and they remain separate legal entities, then each Member must maintain separate membership. In the case of a merger, the acquired Member shall not be entitled to a refund in respect of any Annual Subscriptions already paid.
4.3 These Terms and Conditions apply to the Contract between UKHI and the Member, with the exclusion of any other terms that any Applicant or Member seeks to impose or incorporate.

5. Membership Renewal

5.1 Members will be advised of their Annual Subscription at least 21 days prior to their renewal date.

5.2 The Annual Subscription invoice will be issued in the month prior to the Membership Year renewal date.

6. Termination of Membership

6.1 If a Member does not intend to renew membership, notice in writing must be received by UKHI prior to the Membership Year renewal date.

6.2 If a Member provides notice to UKHI of their intention to terminate their membership after the Membership Year renewal date, the Annual Subscription for the subsequent year will be payable.

7. Annual Subscription

7.1 Each Member shall pay an Annual Subscription in respect of each Membership Year at the rate applicable to its level of membership. A Member shall not be liable for any other payments in any Membership Year without their prior written consent.

7.2 The Annual Subscription rates for each Membership Year shall be determined by UKHI by the first of January each year. Members will be advised prior to the date of renewal.

7.3 All invoices must be paid within 30 days of the date of the invoice.

7.4 All Annual Subscriptions are subject to VAT at the applicable rate.

7.5 UKHI shall not be obliged to refund any Annual Subscriptions in any circumstances.

8. Payment Terms

8.1 In the event that the Annual Subscription and any other outstanding UKHI invoices remain unpaid three months after receipt of the invoice, UKHI reserves the right to suspend any access to UKHI services.

8.2 Cheques should be made payable to UKHI and sent to 6th Floor 10 Bloomsbury Way, London, England, WC1A 2SL.

8.3 BACS Transfer payments should be made payable to UKHI as per the bank details below:

<table>
<thead>
<tr>
<th>Bank Name</th>
<th>Barclays Bank</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sort Code</td>
<td>20-10-53</td>
</tr>
<tr>
<td>Account Number</td>
<td>30128813</td>
</tr>
</tbody>
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9. General

9.1 UKHI reserves the right to delete, amend or add such terms as it, in its absolute discretion, thinks fit.

9.2 This Agreement will be governed by and construed in accordance with the laws of England and Wales and the parties hereby agree to submit to the exclusive jurisdiction of the courts of England and Wales.