

# Membership Terms and Conditions

These are the terms and conditions (T&Cs) of CHAP membership. They may be varied from time to time and any variation will be notified to members via email.

Any questions or complaints regarding these T&Cs or membership issues should be directed to [membership@chap-solutions.co.uk](mailto:membership@chap-solutions.co.uk) or the postal address of CHAP stated below.

## 1. Definitions

In these terms and conditions the following words and phrases shall have the following meanings, unless the context requires a different meaning:

*"Applicant"* means a person or organisation applying for, or renewing, Membership;

*"CHAP"* and *"us"* or *"we"* means CHAP, a company limited by guarantee with company number 09922979, whose registered office is at CHAP (Crop Health and Protection Limited), 1.34 Chap, Innovation Centre Innovation Way, Heslington, York, England, YO10 5DG;

*"Logo Guidelines"* means CHAP's Logo Usage Guidelines as notified by CHAP to the Member from time to time;

*"Materials"* means any documentation in either machine readable or printed form;

*"Member"* or *"you"* means an Applicant who we agree to enrol as a member of CHAP (who shall have agreed to the CHAP membership T&C's);

*"Membership"* means membership of CHAP (as further explained on the Membership Webpage);

*"Membership Application"* means the electronic, paper form or phone call whereby an Applicant makes an application to CHAP for Membership;

*"Membership Category"* means a category of Membership, as specified on the Membership Webpage;

*"Membership Fee"* means the fee that applies to the relevant category of Membership (as specified on the Membership Webpage or otherwise notified by CHAP prior to any related renewal);

*"Membership Webpage"* means our webpage at <https://chap-solutions.co.uk/join-our-membership-scheme/> or such alternative URL as we otherwise notify you from time to time;

*"Membership Year"* means 12 months from the commencement date stated on your membership invoice;

*"Working Day"* means any day from Monday to Friday (inclusive) which is not a statutory bank holiday in England.

## 2. Membership Application

- 2.1 An Applicant is deemed to accept these terms and conditions upon submitting a Membership Application form to CHAP. These terms and conditions become legally binding once the enrolment of a Member is confirmed by email from CHAP, following our consideration of a related Membership Application.
- 2.2 These terms and conditions (together with the Membership Webpage and the relevant Membership Application) govern a Member's Membership to the exclusion of any other terms and conditions a Member might have with CHAP.
- 2.3 In the event of any conflict between these terms and conditions and the provisions of the Membership Application Form or the Membership Webpage, these terms and conditions shall prevail.

## 3. Contact details

It is your responsibility to update us in respect of any change to your contact details, so that we are able to contact you regarding your Membership.

## 4. Membership Fees

- 4.1 Each Membership is for a 12-month period starting from the commencement date stated on your membership invoice, and will expire at the end of that 12 month period unless renewed in accordance with these terms and conditions.
- 4.2 Membership Fees for each Membership Year are charged per Member and will vary according to the category of Membership as explained on the Membership Webpage or otherwise notified by CHAP prior to any related renewal.
- 4.3 The Membership benefits include regular newsletters (not less than 10 newsletters per 12-month period), discounted rates of attendance at CHAP meetings (as notified by CHAP from time to time), discounts from applicable partner services (as notified on the Membership Webpage from time to time), the right to appropriately use the CHAP Member logo (see clause 7 below), and up to 2 hours' CHAP expert support (subject to availability; see clause 4.6 below for further details).
- 4.4 Membership categories are Corporate (Micro, Small, Medium, and Large) and International. Categories are based upon the organisation size (number of employees). Individual Members shall be classed as Micro for the purposes of calculating their Membership Fees.
- 4.5 Membership Fees are subject to change on the next renewal date. We will notify members of any such changes in advance of their renewal date.
- 4.6 The expert support comprised within the Membership benefits is subject to availability (please note in particular that CHAP does not guarantee that any particular date or time, or that any particular representative or department of CHAP, will be available in this respect) and, unless otherwise agreed by CHAP, shall be comprised of an initial telephone or video conversation (for up to 1 hour) with the Member to discuss the Member's related support needs, followed by a further telephone or video conversation (for up to one 1 hour) to discuss how the Member has benefitted from their Membership.

## 5. Payments

- 5.1 A Member's entitlement to their Membership benefits will commence on the related commencement date set out on their related Membership Fees invoice (which will be issued once an application, or renewal application, has been approved by CHAP in an email or in writing).
- 5.2 Payment of Membership Fees by the Member is due in full within 30 calendar days following the date of the related invoice.

## 6. Termination

- 6.1 We reserve the right to terminate any Membership for any failure to comply with these T&Cs by a Member, including but not limited to any failure by the Member to pay the Membership Fees for the Membership Year when due or any failure to comply with the Logo Guidelines.
- 6.2 We reserve the right to terminate any Membership for any reason, at any time, where we identify that false or incorrect information has been provided in support of the related Application.

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6.3 In the event of termination by CHAP under clause 6.1 or 6.2 above, the current year's fees will not be refunded.

6.4 The Member may terminate their Membership (and receive a full refund of any sums previously paid for the Membership year of cancellation) by giving us notice of termination to [membership@chap-solutions.co.uk](mailto:membership@chap-solutions.co.uk) provided that we receive the notice within 10 Working Days after the commencement date of the relevant Membership year.

6.5 If a Member wishes to change their Membership Category the Member is not entitled to a refund unless the existing Membership has first been terminated in accordance with clause 6.4 above. If we enrol the Member to a new Membership Category and the new Membership Fee associated with the new Membership Category is greater than the amount already paid, we reserve the right to deduct the amount of any such refund from the new Membership Fee (in which case the Member will pay the balance only).

6.6 To terminate your Membership in accordance with these terms and conditions you must notify us in writing by email to [membership@chap-solutions.co.uk](mailto:membership@chap-solutions.co.uk). We will pay any refund to which you are entitled as soon as possible and within 30 days.

## 7. Copyright and Logo use

7.1 We reserve all rights in the content of all Membership Materials including the CHAP Member logo. By completing the Membership Application the Applicant acknowledges that all rights in the content of Membership and related Materials shall be owned by CHAP (or the identified author responsible for developing the Materials) and that Membership does not entitle them to any such content or Materials.

7.2 The Member agrees not to reproduce, sell, hire or copy Membership Materials (in whole or part) and not to use such Membership Materials except for the Member's own reference purposes.

7.3 The Member agrees not to use the CHAP Member logo to endorse any products or services.

7.4 The Member agrees to only use the CHAP Member logo in accordance with the Logo Guidelines (which CHAP may change at any time at CHAP's discretion).

7.5 CHAP logos are the sole and exclusive intellectual property of CHAP. The CHAP Member logo may be used only by CHAP members in good standing. Any failure by a Member or any of their users to comply with these terms and conditions may result in the immediate revocation of this licence (without prejudice to any other right or remedy of CHAP).

7.6 CHAP logos may not be revised or altered in any way, and must be displayed in the same form as produced by CHAP.

7.7 CHAP Member logos may be used in a professional manner on the Member's own website, PDFs, literature and advertisements, to signify the Member's membership of CHAP. CHAP Member logos must never be used independent of the term "Member" or "BUSINESS PARTNER", or in any manner that (i) discredits CHAP or tarnishes its reputation and goodwill, (ii) is false or misleading, (iii) violates the rights of others, any law, regulation, or other public policy, or (iv) mischaracterises the relationship between CHAP and the Member (including but not limited to any use that might be interpreted as an endorsement, approval, sponsorship, or certification by CHAP of the Member or the Member's business, organisation, products or services, or that could reasonably be interpreted as support or encouragement to purchase or utilise the Member's products or services).

## 8. Data Protection

CHAP will process any personal information relating to an Applicant or Member as further explained in our Membership Privacy Notice (which will be provided to you at the point of your Application).

## 9. Limitation of liability

Except in respect of liability for death or personal injury caused by CHAP's negligence or for fraud or fraudulent misrepresentation (for which no limit or exclusions of liability apply):

9.1 Subject to clauses 9.2 and 9.3 below, if CHAP fails to comply with these terms and conditions, CHAP is responsible for any loss or damage suffered by the Member that is a foreseeable result of CHAP's breach of these terms and conditions or CHAP's negligence, but CHAP is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of CHAP's breach or if it was contemplated by the Member and CHAP at the time the relevant Membership was entered into;

9.2 Where the Member is entering into a Membership in connection with their business, CHAP's aggregate liability to that Member, whether for damages or compensation of any nature for each Membership year, shall be limited to the total sum or sums paid by you as Membership Fees in relation to the relevant Membership Year; and

9.3 CHAP shall not be liable in respect of any loss of profit, loss of business, loss of revenue, loss of anticipated savings or loss of use or value or any indirect, special or consequential loss however arising by reason of: any representation (unless fraudulent); any implied warranty, condition or other term; any duty at common law; or, any breach by CHAP of any term of these terms and conditions or the Membership application.

## 10. General

10.1 Even if we delay in enforcing any Membership contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

10.2 Each Membership contract is between you and us. Nobody else can enforce it and neither you or we will need to ask anybody else to sign-off on ending or changing it.

10.3 These terms are governed by English law. Where the Member is entering into a Membership in connection with their business any related dispute shall be subject to the exclusive jurisdiction of the courts of England and Wales; in all other cases the Member can bring claims against us in the English courts (and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in) and we can claim against you in the courts of the country you live in.

10.4 We can transfer our Membership contract with you, so that a different organisation is responsible for supplying your Membership. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the Membership contract. You cannot transfer your Membership contract with us to someone else unless we agree to this.

10.5 Each Membership contract is between us and the relevant Member. Nobody else can enforce it and neither you or we will need to ask anybody else to sign-off on ending or changing it.

10.6 If a court or other authority decides that any of these terms and conditions are unlawful, the rest will continue to apply.