

MEMBERSHIP AGREEMENT

Membership Terms & Conditions



These Membership Terms and Conditions apply to contracted Members of Digital Catapult during their Membership Term. Please see the Signature Sheet to see the Membership Type and any applicable Additional Membership Benefits, which are further specified in the Membership Benefits List.

1. INTERPRETATION, COMMENCEMENT & DURATION

- 1.1. The definitions and rules of interpretation set out in Schedule 1 (Definitions), the “Agreed Terms” in the Signature Sheet, and the “Parties” section in the Signature Sheet, apply to this Agreement.
- 1.2. This Agreement shall commence on the Membership Start Date and shall remain in force until the Membership End Date, unless (i) terminated earlier in accordance with clause 11 or (ii) extended pursuant to the automatic renewal provisions in clause 2, (the “**Membership Term**”).

2. AUTOMATIC RENEWAL

- 2.1. Subject to clause 2.2, this Agreement shall automatically renew on the final day of the Membership Term (“**Renewal Date**”), extending the Membership End Date by a period of one year (“**Renewal Period**”).
- 2.2. Either party may cancel the automatic renewal in clause 2.1 by sending written notice to the other party. Such notice must be received at least sixty (60) days prior to the Renewal Date (“**Cancellation Date**”).

3. MEMBERSHIP BENEFITS

- 3.1. Digital Catapult shall provide the Membership Benefits to the Member during the Membership Term in accordance with the terms of this Agreement. The Member shall receive and use the Membership Benefits subject to the terms of this Agreement.
- 3.2. Digital Catapult reserves the right to change the Membership Benefits, including for subsequent Renewal Periods by providing notice of the changes to the Member Contact at least ninety (90) days before the next Renewal Date.

4. ANNUAL MEMBERSHIP FEE & ADDITIONAL CHARGES

- 4.1. In consideration of the relevant Membership Benefits, the Member shall pay to Digital Catapult the Annual Membership Fee, which is exclusive of any value added tax which may be additionally payable at the prevailing rate.
- 4.2. The Membership Fee and any VAT may be invoiced by Digital Catapult annually up to thirty (30) days before the Membership Start Date or the Renewal Date, as applicable. Member shall pay due and valid invoices within thirty (30) days of receipt of Digital Catapult’s invoice in pounds Sterling (£).
- 4.3. Digital Catapult reserves the right to increase the Annual Membership Fee for subsequent Renewal Periods by providing notice of the changes to the Member Contact at least ninety (90) days before the next Renewal Date.
- 4.4. Digital Catapult may also invoice the Member for any additional services it requests at the agreed rate from time to time. In the absence of an agreed rate, then the published or standard list rate shall be used. Member shall pay due and valid invoices for additional services within thirty (30) days of receipt of Digital Catapult’s invoice in pounds Sterling (£).
- 4.5. Digital Catapult shall include on its invoices all information reasonably requested by Member (including a valid purchase order number if one has been issued) and as required by Applicable Laws.

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- 4.6. Notwithstanding any other term of this Agreement, the Annual Membership Fee is non-refundable.

5. SUPPLY OF MEMBERSHIP BENEFITS

- 5.1. In supplying the Membership Benefits, Digital Catapult shall:
- 5.1.1. provide the Membership Benefits in a professional manner, using its reasonable care, diligence and skill;
 - 5.1.2. be responsible for providing or procuring any data, equipment or other materials necessary for providing the Membership Benefits (unless otherwise agreed or required from Member);
 - 5.1.3. reasonably cooperate with the Member's employees and other representatives;
 - 5.1.4. keep the Member regularly informed of the progress and status of applicable Membership Benefits;
 - 5.1.5. hold all Member's Materials in safe custody at its own risk (unless otherwise agreed) until returned to the Member, and not dispose of or use the Member's Materials other than as required to deliver the Membership Benefits, or in accordance with the Member's instructions or authorisation; and
 - 5.1.6. keep the Member updated by notice in writing in the event of a change in Catapult Key Contact.

6. MEMBER OBLIGATIONS

- 6.1. In order to receive the Membership Benefits, Member shall:
- 6.1.1. comply with the applicable Requirements;
 - 6.1.2. provide its reasonable assistance and cooperation to Digital Catapult in a timely manner and in accordance with any agreed timescales;
 - 6.1.3. provide Digital Catapult with such data, information, equipment and other materials as specifically agreed with Digital Catapult, or as otherwise reasonably needed by Digital Catapult, in a timely manner to enable it to effectively provide the Membership Benefits;
 - 6.1.4. pay Digital Catapult the Membership Fee in accordance with clause 4;
 - 6.1.5. keep Digital Catapult updated by notice in writing in the event of a change in Member Contact.
- 6.2. Member acknowledges that Digital Catapult's successful delivery of the Membership Benefits is dependent upon Member complying with applicable Requirements and providing the necessary information, materials, assistance and direction required from the Member in accordance with agreed deadlines and otherwise in a timely manner.

7. CATAPULT PREMISES

- 7.1. In the event that the Membership Benefits involve the Member's Personnel or Member's Guests attendance at the Catapult Premises the following provisions shall apply. The Member shall:-
- 7.1.1. provide a list of the names of all Member's Representatives who are requiring admission to the Catapult Premises;
 - 7.1.2. ensure that any Member's Representatives present at the Catapult Premises comply

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at all times with all the Catapult's visitors' policies and procedures and reasonable requirements made known to them (including but not limited to those relating to health, safety and security);

- 7.1.3. ensure that each of the Member's Representatives visibly carry any security pass issued by Digital Catapult;
- 7.1.4. ensure that any Member's Representatives do not, without the Catapult's prior written approval, allow visitors onto the Catapult Premises or create any nuisance, annoyance, damage or disturbance on such Catapult Premises or to any assets on the Catapult Premises; or
- 7.1.5. ensure that any Member's Representatives do not do, or omit to do, anything which has the effect of making the Catapult's insurance policy for the Catapult Premises void or voidable or which increases the insurance premium payable for that insurance.

7.2. The Member shall indemnify the Digital Catapult in full for all direct losses and damage howsoever arising to the Digital Catapult caused by Member's Representatives whilst they are on Catapult Premises or as a result of any use by Member's Representatives of the IT systems provided by Digital Catapult.

8. LICENSE TO OCCUPY

- 8.1. Catapult Premises made available to the Member under this Agreement are made subject to the terms of this Agreement and on a non-exclusive licence basis. The Member shall have the use of such Catapult Premises strictly as licensee and shall vacate the same immediately upon completion of their allocated time at the Catapult Premises.
- 8.2. The parties agree that there is no intention on the part of Digital Catapult to create a tenancy of any nature whatsoever in favour of the Member or the Member Representatives and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Agreement, Digital Catapult retains the right at any time to use any Catapult Premises in any manner it deems fit.
- 8.3. Regular (expressed in Membership Benefits as weekly or monthly useage) use of Catapult Premises is subject to the execution of Digital Catapult's premises licence agreement, and is subject to Digital Catapult's office working days (which exclude weekends, public holidays, days between 25th December and 31st December inclusive, and each Friday in August).
- 8.4. Use of Catapult Premises is subject to compliance with any notified health, safety, security and use conditions.
- 8.5. All desk and meeting room use is subject to booking. Members may be removed from the premises if a booking is not made.
- 8.6. The Member acknowledges, and shall communicate to Member's Representatives, that any personal property brought onto the Premises is at their sole risk. Digital Catapult shall not be liable for any loss, theft, or damage to such property, howsoever caused, except where such loss or damage arises directly from Digital Catapult's negligence or willful default.

9. MARKETING COMMUNICATIONS

- 9.1. Subject to the other clauses of this clause 9, unless otherwise agreed on a case by case basis, neither party shall issue a press release naming the other in relation to this Agreement, without the prior approval of the other party.
- 9.2. Member is authorised, during the Membership Term, to publicly state that it is a subscribed member of Digital Catapult, including the type of membership.
- 9.3. Digital Catapult shall be entitled to use Member's Branding, subject to Member's Branding

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Requirements, for the sole purpose of providing the Membership Benefits. Member may immediately revoke any permission at any time by providing written notice to Digital Catapult, and Digital Catapult shall cease further publications using the Member's Branding, and promptly remove Member's Branding from Digital Catapult's website members page.

- 9.4. Each party will ensure it does not do anything, or fail to do anything, which act or omission may damage the goodwill or reputation of the other party under this Agreement.

10. INTELLECTUAL PROPERTY

- 10.1. Except as expressly stated in this Agreement, neither party grants any rights to the other over any Intellectual Property Rights it owns and/or has the right to disclose and/or licence and, for the avoidance of doubt, neither party shall acquire any rights in the other party's Intellectual Property Rights except to the extent expressly stated herein.
- 10.2. The Member grants Digital Catapult a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Member's Materials during the Membership Term for the purpose of providing the Membership Benefits to the Member. Such Member's Materials are subject to return or destruction within thirty days upon the Member providing written notice to Digital Catapult.
- 10.3. In relation to IPR in the Deliverables, subject to any restrictions agreed in writing between the parties, Digital Catapult grants the Member a fully paid-up, non-exclusive, royalty-free, perpetual and irrevocable licence to IPR incorporated in the Deliverables that it provides to the Member solely for the purpose of receiving and using the Deliverables for its own business use as reasonably anticipated. The Member may sub-licence the rights granted in this clause 9.3 to any member of the Member's Group. The Member shall preserve and not remove or obscure any conspicuous labels, marks and ownership assertions.

11. TERMINATION

- 11.1. Member may terminate this Agreement at any time and with immediate effect by notice in writing to Digital Catapult. Termination of the Agreement under this clause 11.1 does not impact any accrued rights of Digital Catapult to the Membership Fee, which remains due and payable in accordance with these terms and is non-refundable.
- 11.2. Digital Catapult may terminate this membership at any time by providing written notice. If Digital Catapult terminates the membership under this sub-clause 11.2, Digital Catapult shall refund the Annual Membership Fee paid by Member within thirty (30) days of receipt of an invoice by the Member.
- 11.3. Either party may at any time by notice in writing to the other party terminate the affected Membership as from the date of service of such notice if:
- 11.3.1. the other party suffers an Insolvency Event;
 - 11.3.2. the other party commits a material breach of any provision hereof which is irremediable or, if remediable, has not remedied such breach within thirty (30) days after the breaching party has been given written notice requiring such breach to be remedied.
- 11.4. All licenses and rights granted under this Agreement (other than licences stated to be perpetual), shall immediately cease on termination or expiry of this Agreement.
- 11.5. Termination or expiry of this Agreement shall not affect the rights accruing to either party immediately prior to termination or expiry. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.



12. LIMITATION OF LIABILITY

- 12.1. Nothing in this Agreement shall limit, exclude or restrict either party's liability for:
- 12.1.1. death or personal injury resulting from the negligence of that party or of its employees, agents or subcontractors;
 - 12.1.2. damage to Digital Catapult's property;
 - 12.1.3. fraud or fraudulent misrepresentation; or
 - 12.1.4. any other liability which cannot be limited or excluded by Applicable Law.
- 12.2. Nothing in this clause 12 shall limit Member's payment obligations under the Agreement.
- 12.3. Neither party shall be liable to the other under this Agreement for any loss, damage, cost, expense or other claim for compensation arising as a result of breach or non-performance of this Agreement to the extent such breach or non-performance is due to a Force Majeure Event.
- 12.4. Subject to clauses 12.1 to 12.3 inclusive, to the extent permitted by law neither party shall be liable to the other, howsoever arising, for any loss of profits, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss (whether in each case direct or indirect) or any indirect or consequential loss. The term "howsoever arising" in clause 12 shall cover all causes and actions giving rise to liability, including in contract, tort (including negligence), restitution, or breach of statutory duty.
- 12.5. Subject to 12.1 to 12.4 (inclusive), to the extent permitted by law, each party's maximum aggregate liability in contract, tort, or otherwise (including any liability for any negligent act or omission) howsoever arising out of or in connection with the performance of that party's obligations under this Agreement in respect of any one or more incidents or occurrences in connection with this Agreement shall be limited to the Annual Membership Fee.
- 12.6. Liability under any indemnity contained in this Agreement is conditional on the party claiming ("**Indemnified Party**") under the indemnity discharging the following obligations. If any events occur which may reasonably be considered likely to give rise to a liability under any of the indemnities in this Agreement (a "**Claim**"), the Indemnified Party shall:
- 12.6.1. notify the other party promptly in writing, not later than 30 days after the Indemnified Party receives knowledge of the Claim (or sooner if required by Applicable Law);
 - 12.6.2. give the other party sole control of the defence and any settlement negotiations;
 - 12.6.3. give the other party the information, authority and reasonable assistance the other party needs to defend against or settle the Claim; and
 - 12.6.4. not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the other party.
- 12.7. Nothing in this clause shall restrict or limit the Indemnified Party's general obligation at law to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

13. PERSONAL DATA

- 13.1. Other than business contact information in respect of each parties' representatives and as set out in clauses 13.2 and 13.3 no Personal Data is intended to be transferred or processed under this Agreement. To the extent that Personal Data is transferred and processed by Digital Catapult under this Agreement, Digital Catapult shall comply with its obligations under the Data Protection Legislation. The parties each confirm that they have the requisite consent

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to transfer Personal Data, and for the other party to use the disclosed Personal Data, in accordance with this Agreement. In the event a specific activity requires other Personal Data to be transferred or processed, the parties shall enter into a supplemental agreement to govern such activity. Digital Catapult processes Personal Data in accordance with its privacy policy which is kept updated online at www.digicatapult.org.uk/legal/privacy-policy.

- 13.2. Depending on the Membership Benefits, Digital Catapult may record meetings, workshops and other private events involving Member's representatives ("**Recorded Events**") which take place online or in a hybrid format. In relation to Recorded Events, Catapult will: (i) inform attendees of the desire to record, along with the purpose for the recording and the retention period of the recording; (ii) request permission from attendees prior to any recording, and if no objection is received, proceed with the recording; (iii) only use such recordings for the sole purpose of facilitating provision of the Membership Benefits (for example, capturing Member's feedback), and; (iv) delete all Recorded Events as soon as reasonably practicable when the recording is no longer needed, and in any event within fourteen (14) days of the Membership End Date.
- 13.3. 13.3Some Membership Benefits, such as open events, are subject to further privacy terms which are published at event registration, and such terms apply to such Membership Benefits.

14. COMPLIANCE WITH LAW

- 14.1. Each party shall comply with all mandatory Applicable Law that relates to the performance of its obligations under this Agreement. Without limitation of the foregoing, each party represents, warrants and undertakes that it and any person associated with it shall comply with all Applicable Laws relating to anti-bribery, anti-corruption and anti-slavery included but not limited to the Bribery Act 2010 and Modern Slavery Act 2015.

15. GENERAL TERMS

- 15.1. **Subcontracting:** Either party may appoint sub-contractor(s) to undertake its obligations under this Agreement, on condition that:
- 15.1.1. it is responsible for the sub-contractor(s) at all time; and
 - 15.1.2. it imposes the same or at least equally stringent written obligations on the sub-contractor(s) as are imposed on the sub-contracting party under this Agreement.
- 15.2. **NOTICES:** Unless stated otherwise herein, all notices and demands shall be in writing and sent to the parties to their addresses as follows or to such other addresses as the parties may hereafter designate in writing:
- 15.2.1. TO DIGITAL CATAPULT: by email to Catapult Key Contact, or by post to its registered office and marked FAO Digital Catapult Membership.
 - 15.2.2. TO MEMBER: by email to Member Contact, or by post to its registered office and marked FAO Digital Catapult Membership.

Notices and/or demands shall be sent by registered or certified post, postage prepaid, or hand delivered. Such notices shall be deemed effective three days following posting if posted and on delivery if hand delivered at the addresses specified above. Emails shall be deemed received on the next Business Day.

- 15.3. **Waiver:** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

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- 15.4. **Third Party Rights:** No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 15.5. **Partnership, Agency & Authority:** The Member and Digital Catapult understand and expressly agree that Digital Catapult is an independent contractor in the performance of each and every part of this Agreement. No officer, employee, volunteer, and/or agent of either party shall act on behalf of or represent him or herself as an agent or representative of the other party. Neither party, its officers, employees, volunteers, agents and/or subcontractors shall make any claim of employment by the other party nor shall claim against the other party for any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between the Member and Digital Catapult.
- 15.6. **Severance:** If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 15.7. **Variation:** No variation of this Agreement shall be effective unless it is in writing and signed by each of the Parties. The parties may add additional membership benefits to the Agreement by completing a document for the provision of Membership Benefits by Digital Catapult to Member and which references this Agreement, and having it signed by an authorised representative on behalf of each party. Automatic renewal and notices increasing Annual Membership Fees in accordance with this Agreement are not considered variations under this clause.
- 15.8. **Counterparts:**
- 15.8.1. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts shall together constitute the one agreement.
- 15.8.2. Delivery by electronic means is specifically permitted under this Agreement, be it by pdf attachment to an email or by the delivery of an accessible web link to an executed counterpart. However, no counterpart shall be effective until each party has executed and delivered a counterpart.
- 15.9. **Entire Agreement:** This Agreement constitutes the entire agreement between Catapult and the Member and supersedes any other oral or written agreements between the parties as to the subjects covered herein.
- 15.10. **Assignment:** This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or part by either party to any other person or entity without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the assignor stated herein.
- 15.11. **Dispute Resolution:**
- 15.11.1. In the event that any claim or dispute arises out of or in connection with this Agreement, the complainant may serve written notice on the other party, and attempt to resolve the dispute or complaint by way of good faith negotiations and discussions in as timely a manner as possible, and in any event within 30 working days of notice first being served (unless the parties jointly agree to extend this period).
- 15.11.2. If the parties are still unable to resolve the matter, they agree to escalate it to a member of their senior management team, who will together decide on an appropriate way of resolving the dispute, again within 30 working days of the issue first being notified to the senior management.

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15.11.3. If, despite attempts of the parties' senior management to address the issue, a resolution has not or cannot be found, the party raising the dispute may pursue the dispute pursuant to clause 15.12.

15.12. **Governing Law:** This Agreement and any non-contractual obligations shall be governed by and construed in accordance with the laws of England and Wales. Save for injunctive relief, which may be sought anywhere, each of the parties submits to the exclusive jurisdiction of the English Courts.

Schedule 1: DEFINITIONS & INTERPRETATION

1. DEFINITIONS

1.1. The following definitions apply to this Agreement:-

Additional Membership Benefits: means the additional membership benefits a Member may elect to receive as described in the Signature Sheet.

Agreement: the Signature Sheet, these Membership Terms & Conditions (including the schedules) and the Membership Benefits List, as updated or varied from time to time in accordance with its terms.

Applicable Laws: all applicable laws, regulations, regulatory requirements and codes of practice of any relevant jurisdiction, as amended and in force from time to time.

Auditorium Terms: separate terms and conditions agreed between Digital Catapult and Member relating to the use of Digital Catapult's auditorium, as part of the Membership Benefits.

Business Day: a day other than a Saturday, Sunday or bank holiday in England.

Catapult Premises: means premises owned, controlled or occupied by Digital Catapult which are made available for use by the Member pursuant to the terms of this Agreement.

Consultancy Terms: separate terms and conditions agreed between Digital Catapult and Member relating to the provision of consultancy services, as part of the Membership Benefits.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

Deliverables: the specific outputs of the Membership Benefits defined as 'deliverables' in the Membership Benefits List, which Digital Catapult shall supply to Member under the terms of this Agreement.

Demonstration Terms: separate terms and conditions agreed between Digital Catapult and Member relating to the demonstration of a product, service or activity, as part of the Membership Benefits.

Force Majeure Event: any event affecting the performance of any provision of this Agreement arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of a party including, without limitation, any flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, lock-outs or other industrial action (other than in each case by the party seeking to rely on the Force Majeure Event, or companies in the same Group as that party),

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terrorist action, civil commotion and any legislation, regulation or ruling of any relevant government, court, competent national authority or governing body.

Group: in relation to a party, any entity that directly Controls, is Controlled by, or is under common Control with that party from time to time.

Insolvency Event: means either (i) passes a resolution or a court of competent jurisdiction makes an order that the other party be wound up otherwise than for the purpose of bona fide reconstruction or amalgamation; (ii) a receiver, manager or administrator on behalf of a creditor is appointed in respect of the other party's business or any part thereof; (iii) circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver, manager or administrator in respect of the other party business, or which entitle the court otherwise than for the purpose of bona fide reconstruction or amalgamation to make a winding up order in respect of the other party's business; or (iv) the other party is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986.

Lab Terms: separate terms and conditions agreed between Digital Catapult and Member relating to the demonstration of a product, service or activity, as part of the Membership Benefits.

Member's Branding Requirements: Member's brand requirements for use of Member's Branding, as notified in writing from time to time.

Member's Branding: Member's organisation name, corporate logo and other marketing devices.

Member's Guests: any third party invited by the Member to avail itself of the Membership Benefits.

Member's Materials: all materials, equipment, tools, drawings, documents, specifications, and data supplied by Member to Digital Catapult under this Agreement.

Member's Personnel: any person employed or engaged by a Member who is wholly or partly engaged in the receipt of the Membership Benefits.

Member's Representatives: means the Member's Guests and Member's Personnel.

Membership Benefits List: the list of Membership Benefits as listed online at <https://www.digicatapult.org.uk/legal/> under the title "Membership Benefits List", as updated from time to time in accordance with this Agreement.

Membership Benefits: means the membership benefits as listed in the Signature Sheet by way of Membership Type and Additional Membership Benefits, each as further specified in the Membership Benefits List.

Membership Term: the term of this Agreement, as defined in clause 1.2.

Membership Terms & Conditions: this document, including the schedule(s).

Renewal Period: has the meaning given in clause 1.2.

Representatives: a Party's employees, officers, advisors and agent

Signature Sheet: the document signed by Digital Catapult and Member titled "Signature Sheet" and which references these Membership Terms and Conditions, as updated from time to time in accordance with this Agreement.

Special Conditions: the special conditions as explicitly specified as such in the Signature Sheet.

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Sponsorship Terms: separate terms and conditions agreed between Digital Catapult and Member relating to the sponsorship of a membership event, as part of the Membership Benefits.

2. INTERPRETATION

The following rules of interpretation apply to this Agreement:-

- 2.1. Clause headings shall not affect the interpretation of this Agreement.
- 2.2. Words importing one gender shall include other genders.
- 2.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.4. A reference to a company shall include any company, corporation, or other body corporate, wherever and however, incorporated or established.
- 2.5. A “party” means a party to this Agreement; “parties” shall be construed accordingly.
- 2.6. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 2.7. Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures are as defined in the Data Protection Legislation.
- 2.8. Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed so as not to limit the generality of any words or expressions in connection with which it is used.
- 2.9. Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application, or re-enactment, and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 2.10. References to any clause, sub-clause, paragraph, sub-paragraph or schedule without further designation are to the clause, sub-clause, paragraph, sub-paragraph or schedule to this Agreement so numbered. Schedules to this Agreement have the same force and effect as if expressly set out in the body of this Agreement and use the same definitions and interpretations.
- 2.11. In the event of a conflict between the terms contained within different sections of this Agreement, the following order of precedence shall apply, in descending order of priority:
 - 2.11.1. Special Conditions;
 - 2.11.2. Membership Benefits List;
 - 2.11.3. Membership Terms and Conditions;
 - 2.11.4. all of which take priority over the remainder of the Signature Sheet.