TERMS AND CONDITIONS OF MEMBERSHIP

1. APPLICATIONS FOR MEMBERSHIP

1.1 Stonewall Equality Limited (hereafter "Stonewall") welcomes applications to the Diversity Champions programme from new members who seek to promote supportive work environments for lesbian, gay and bisexual people.

1.2 By submitting an application form and paying the Membership Fee a new member thereby agrees to these Conditions, and will be deemed to accept these Conditions on each Subscription Renewal Date, unless the subscription has been terminated in accordance with clause 9.

1.3 Submitting a Membership application for a specific category does not guarantee Membership of this category.

1.4 Stonewall reserves right to refuse any application for Membership.

2. INTERPRETATION

2.1 In these Conditions the following definitions apply:

"**Agreement**" means this agreement between Stonewall and the Member for Membership to the Diversity Champions programme.

"**Annual Membership Fee Invoice**" means the invoice sent to a Member in respect of payment of the Membership Fee for the following year of Membership.

"**Conditions**" means these terms and conditions as amended from time to time in accordance with clause 3.3.

"**Member**" means a person whose application for Membership to Stonewall's Diversity Champion's programme has been accepted.

"**Membership**" means the rights and obligations of a Member arising out of this Agreement and the Membership Benefits.

"**Membership Benefits**" means the benefits accorded to a Member in relation to its Membership.

"**Membership Fee**" means the amount payable on an annual basis by the Member as detailed on the Annual Membership Fee Invoice submitted to you.

"**Subscription Renewal Date**" has the meaning set out in clause 4.2.

3. INCORPORATION OF TERMS

3.1 These Conditions and the Membership Benefits shall form the entire agreement between Stonewall and the Member.

3.2 No variation to the Conditions shall be effective unless agreed in writing by Stonewall.

3.3 Stonewall reserves the right to amend these Conditions as it sees fit from time to time, and shall communicate such amendments to the Member in writing or by publication on the Stonewall website at www.stonewall.org.uk. Your continued use of your Membership Benefits shall be deemed to constitute acceptance by you of any amendments to these Conditions.

4. MEMBERSHIP SUBSCRIPTION

4.1 Membership subscriptions run for a period of one year. The Membership Fee is payable annually in advance and is non-refundable.

4.2 Stonewall operates a system of rolling Membership and anniversary billing in accordance with which a Member's Subscription Renewal Date is determined by the date on which they joined, and on this date each year a Member's subscription will renew automatically unless terminated in accordance with clause 9. Stonewall will endeavour to send subsequent Annual Membership Fee Invoices at least thirty (30) days prior to the Renewal Date.

4.3 All Membership Fees are payable within 30 days of the date of the Annual Membership Fee Invoice.

4.4 The Membership Fee is reviewed annually and Members will be notified of any changes to the Membership Fee in writing via their Annual Membership Fee Invoice.

5. MEMBERSHIP BENEFITS

5.1 Stonewall undertakes to provide certain Membership Benefits as will be advised from time to time.

5.2 Stonewall reserves the right to vary, amend or withdraw the Membership Benefits at any time.

6. CONFIDENTIALITY

Each Member undertakes that it shall not at any time disclose to any person any information that it has received from Stonewall, by virtue of its Membership Benefits or otherwise, which may be of a confidential nature.

7. INTELLECTUAL PROPERTY

7.1 From time to time Stonewall may authorise a Member to use certain of its trade marks by entering into a licence agreement with that Member on terms to be proposed by Stonewall.

7.2 Strict compliance by the Member with the terms and conditions of any licence agreement entered into pursuant to clause 7.1 shall be deemed to be a material condition of this Agreement.

7.3 The expiry or termination of this Agreement shall automatically revoke and terminate any licence granted to a Member in accordance with clause 7.1.

7.4 Subject to clause 7.1, neither this Agreement nor Membership authorises a Member to use any of Stonewall's trade marks.

8. LIABILITY

8.1 Stonewall shall have no liability to the Member (howsoever arising, including any liability in tort) under or in connection with this agreement for any:

(a) loss of profits or anticipated savings;
(b) loss of revenue;
(c) loss of or damage to reputation or goodwill;
(d) loss of data;
(e) loss of opportunity;
(f) loss of contract;
(g) losses or liabilities under or in relation to any other contract;

in each case, whether direct, indirect, special and/or consequential loss or damage; or

(h) for any other indirect, special and/or consequential loss or damage.

8.2 The total aggregate liability of Stonewall for claims or liability for breach of contract (including a deliberate breach of contract), tort (including negligence and/or breach of statutory duty), misrepresentation, and/or otherwise howsoever arising under or in connection with this Agreement during each year of this Agreement shall not exceed the amount of the Membership Fee paid to Stonewall during such year.

8.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

8.4 This clause 8 shall survive termination of the Agreement.

9. TERMINATION OF MEMBERSHIP

9.1 A Member can terminate this Agreement not less than 30 days before the Subscription Renewal Date by giving notice in writing to Stonewall.

9.2 Stonewall reserves the right to terminate this Agreement with immediate effect if:

(a) the Member commits a material breach of this Agreement and (if such breach is remediable) fails to remedy that breach within 30 days of receipt of notice from Stonewall notifying the breach and requiring remedy; or
(b) the Member fails to pay the Membership Fee within 30 days of receipt of the Annual Membership Fee Invoice.

9.3 If Stonewall exercises its right to terminate the Agreement pursuant to clause 9.2, it shall provide notice to the Member stating the reasons for termination and the effective date of termination.

9.4 Termination of this Agreement shall automatically terminate a Member's Membership Benefits.

9.5 Upon termination of Membership, the Member must remove all references to Stonewall from its promotional matter, recruitment materials and website within a reasonable time.

9.6 Upon termination of Membership, details including name, mailing address, email and telephone number will be retained on the Stonewall database allowing for a Member to easily resume their Membership. A lapsed Member can specifically request their details to be removed by sending an email to workplace@stonewall.org.uk.

10. GENERAL

10.1 A Member shall not, without the prior written consent of Stonewall, assign, transfer or deal in any other manner with its Membership.

10.2 Any notice or other communication required to be given to a party under or in connection with this Agreement shall be in writing and shall be delivered to the other party personally or sent by pre-paid first-class post, recorded delivery or by commercial courier at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

10.3 Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

10.4 A person who is not a party to this Agreement shall not have any rights under or in connection with it.

10.5 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.