



BRITISH PIG ASSOCIATION TERMS AND CONDITIONS FOR MEMBERS



Agreed terms

1. Interpretation

1.1 Definitions:

British Pig Association Materials: means all software, source code, applications, data, media, documents, materials, information, computer hardware, equipment and tools, drawings, specifications owned by or licensed to the British Pig Association prior to the Services Start Date.

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

Charges: the charges payable by the Member for the supply of the Services by the British Pig Association, as set out in the Supply of Services Contract.

Conditions: these Terms and Conditions for the Supply of Services.

Contract: the contract between the Member and the British Pig Association for the supply of the Services in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Deliverables: all documents, products and materials developed by the British Pig Association or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation documentation, computer programs, software, upgrades, modifications and updates to software, data, reports and specifications (including drafts).

Intellectual Property Rights: patents, 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 including the right to sue for and recover damages for past infringements.



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Member: shall mean an individual, partnership or corporate body who is or who wishes to be a Member of the British Pig Association and who agrees to be bound by these Terms and Conditions.

Personal Data: shall have the meaning given to it in applicable Data Protection Legislation from time to time.

Protected Data: means Personal Data received from or on behalf of the Member in connection with the performance of the British Pig Association's obligations under the Contract.

Services: the services, including without limitation any Deliverables, to be provided by the British Pig Association pursuant to membership of the British Pig Association, its software, database and its general services to members.

Services Start Date: the day on which the British Pig Association commences the provision of the membership Services, as set out in the Contract.

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(a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

(b) 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.

(c) A reference to writing or written includes fax and email.

2. Commencement and Term

These Terms and Conditions shall apply from the date upon which they are agreed by the parties and shall continue to apply, unless terminated in accordance with the Terms and Conditions, until either party gives to the other not less than 3 months' written notice to terminate, expiring on or after the first anniversary of the Services Start Date.

3. Member's obligations

3.1 The Member shall:

(a) ensure that any information it provides to the British Pig Association is complete, true and accurate;

(b) co-operate with the British Pig Association in all matters relating to all aspects of the Services;

(c) provide the British Pig Association with such information and materials as the British Pig Association may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

(d) obtain and maintain all necessary standards, records, permissions and consents which may be required for the Services before the Services Start Date and in accordance with the British Pig Association General Rules and relevant industry regulations;

(e) comply with all applicable laws, including health and safety laws;

(f) pay any applicable VAT to the British Pig Association at such time as the British Pig Association may require;

(g) comply with the British Pig Association General Rules [Membership \(britishpigs.org.uk\)](https://britishpigs.org.uk).

3.2 If the British Pig Association's performance of any of its obligations under the Terms and Conditions is prevented or delayed by any act or omission by the Member or failure by the Member to perform any relevant obligation (Member Default):

(a) without limiting or affecting any other right or remedy available to it, the British Pig Association shall have the right to suspend performance and access to the Services until the Member remedies the Member Default, and to rely on the Member Default to relieve it from the performance of any of its obligations in each case to the extent the Member Default prevents or delays the British Pig Association's performance of any of its obligations;

(b) the British Pig Association shall not be liable for any costs or losses sustained or incurred by the Member arising directly or indirectly from the British Pig Association's failure or delay to perform any of its obligations as set out in this Clause 3.2; and

(c) the Member shall reimburse the British Pig Association on written demand for any costs or losses sustained or incurred by the British Pig Association arising directly or indirectly from the Member Default.

4. Charges and payment

4.1 In consideration for the provision of the Services, the Member shall pay the British Pig Association the Charges set out in and in accordance with this clause 4. [Membership \(britishpigs.org.uk\)](https://britishpigs.org.uk). For the avoidance of doubt, no fee shall be payable in respect of any period during which the Services are not provided.

4.2 The parties agree that the Member shall pay any applicable VAT to the British Pig Association upon notification.

4.3 The parties agree that all refunds must be applied for in writing and refunds must be processed within 14 days of the payment collection date.

4.4 The Member acknowledges that membership subscriptions run from January to December with payment of the Charges to be made via payment of an annual fee in accordance with the level of membership of the Member.

4.5 The Member acknowledges that cancellation of membership within the two-week grace period immediately following the Services Start Date shall trigger a refund of the balance of the subscription.

5. Data protection

5.1 The parties agree that the British Pig Association is a Processor and Controller for the purposes of processing Protected Data pursuant to the Contract from time to time. The British Pig Association shall at all times comply with all Data Protection Legislation in connection with the processing of Protected Data. The British Pig Association shall ensure all instructions given by it in respect of Protected Data (including the terms of this contract) shall at all times be in accordance with Data Protection Legislation.

5.2 Without prejudice to the generality of clause 5.1, the Member will ensure that it is entitled to transfer the relevant Personal Data to the British Pig Association so that the British Pig Association may lawfully use, process and transfer the Personal Data in accordance with these Conditions.

6. Intellectual property

6.1 All Intellectual Property Rights in and to the Services and any data, results, and information resulting from the Services shall belong to and shall remain vested in the British Pig Association unless otherwise agreed. To the extent that the Member, any of its affiliates or any person acting on its or their behalf acquires any Intellectual Property Rights in any part of the Services, the Member shall confirm the consent of the British Pig Association before using or sharing the Intellectual Property Rights for any purpose with any third party. The Member shall execute all such documents and do such things as the British Pig Association may consider necessary to give effect to this clause 6.1.

6.2 In the event that a Member infringes or threatens to infringe the British Pig Association's rights under clause 6.1 then the British Pig Association reserves the right to automatically and instantly terminate membership pending an investigation of the matter.

6.3 Where the British Pig Association considers its rights have been infringed under clause 6.1 then it may in its sole discretion terminate Membership of the British Pig Association and bar any Member from future Membership.

7. Limitation of liability

7.1 References to liability in this clause 7 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

7.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

- 7.3** Nothing in this clause 7 shall limit the Member's payment obligations under these Terms and Conditions.
- 7.4** Nothing in this Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 7.5** The British Pig Association's total aggregate liability to the Member arising in connection with the performance or contemplated performance of this Contract or any collateral contract shall not exceed the Charges paid for the Services during the 12 months preceding the date on which the claim arose or, if the claim arose during any period before 12 months had elapsed from the Service Start Date, during that shorter period.
- 7.6** Subject to the provisions of this clause 7, the British Pig Association shall not in any circumstances be liable for:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and
 - (g) indirect or consequential loss.
- 7.7** The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 7.8** Unless the Member notifies the British Pig Association that it intends to make a claim in respect of an event within the notice period, the British Pig Association shall have no liability for that event. The notice period for an event shall start on the day on which the Member became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 7.9** The liability of each member is limited to £1.00 (one pound), being the amount that each member undertakes to contribute to the assets of the Association in the event of its being wound up while he, she or it is a member or within one year after he, she or it ceases to be a member.

8. Termination

8.1 Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

8.2 Without affecting any other right or remedy available to it, the British Pig Association may terminate the Contract with immediate effect by giving written notice to the Member if:

- (a) the Member fails to pay any amount due under the Contract on the due date for payment; or
- (b) there is a change of control of the Member.

8.3 On termination of the Contract for whatever reason:

- (a) the Member shall immediately pay to the British Pig Association all of the British Pig Association's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the British Pig Association may submit an invoice, which shall be payable immediately on receipt;
- (b) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect; and
- (c) termination of the Contract shall not affect any of the 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.

9. General

9.1 Confidentiality

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 9.1.
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9.1; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.
- (d) No party shall make, or permit any person to make, any public announcement concerning this Contract without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

9.2 Assignment and other dealings

- (a) The British Pig Association 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 the Contract.
- (b) The Member shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the British Pig Association.

9.3 Entire Agreement

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the 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 the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

(c) Nothing in this clause shall limit or exclude any liability for fraud.

9.4 Variation

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and agreed by the parties (or their authorised representatives).

9.5 Waiver

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

9.6 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

9.7 Notices

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be 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 sent by email to bpa@britishpigs.org. Any notice sent by email to the British Pig Association from the Member must come from the email address recorded for the Member with the British Pig Association.

(b) Any notice or communication shall be deemed to have been received:

(i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am GMT on the second Business Day after posting or at the time recorded by the delivery service; and

(iii) 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. In this Clause 9.7(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

9.8 Third party rights

(a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

(b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

9.9 Force Majeure

Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Terms and Conditions which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such an event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than 90 days, either party may terminate the Contract by written notice to the other party.

9.10 Governing Law

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

9.11 Jurisdiction

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

By clicking on the link you agree that you have read these Terms and Conditions relating to the Services and accept the Membership rules of the British Pig Association in their entirety.