

NCASS MEMBERSHIP TERMS AND CONDITIONS

These terms and conditions (**Terms**) set out the basis on which you may become a member of The Nationwide Caterers Association (**NCASS**). NCASS is run by Trade Management Services Limited.

Agreed terms

Your attention is particularly drawn to the provisions of clause 14 (Limitation of liability).

1. ABOUT US

- 1.1 **Company details.** Trade Management Services Ltd trading as NCASS (The Nationwide Caterers Association) (company number **05346529**) (**we** and **us**) is a company registered in England and Wales and our registered office is at Britannia Suite Lakeside Business Centre, Lifford Lane, Kings Norton, Birmingham, West Midlands, B30 3NU. Our VAT number is 857764471. We operate the website ncass.org.uk
- 1.2 **Contacting us.** To contact us, telephone our customer service team at 0300 124 6866 or email us at info@ncass.org.uk. How to give us formal notice of any matter under the Contract is set out in clause 17.2.

2. YOUR MEMBERSHIP AGREEMENT

- 2.1 **Acceptance.** By completing the membership form either by hand, online or by phone with one of our staff, you are agreeing to the Terms as detailed below. We may refuse membership or renewal of membership at our discretion without giving reason and will refund any amounts paid in respect of subscriptions or any other fees paid in respect of the period for which membership or renewal was refused.
- 2.2 **Entire agreement.** The Terms constitute the entire agreement between you and us in relation to their subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Terms.

3. MEMBERSHIP BENEFITS

- 3.1 **Fixed-Site Members.** Fixed-Site Members are entitled to the benefits detailed at <https://www.ncass.org.uk/membership/fixed-site/> , as amended from time to time.

- 3.2 **Mobile Members.** Mobile Members are entitled to the benefits detailed at <https://www.ncass.org.uk/membership/mobile-catering/> , as amended from time to time.
- 3.3 **Membership Pack.** We will send you your membership pack by post as soon as practical. Most benefits can be accessed via the member control panel on our website.
- 3.4 **Other Benefits.** You are also entitled to the benefits set out in the information leaflets including products and services offered by supplier members as and when they are made available and subject to their individual terms and conditions.
- 3.5 You are responsible for dealing with all tax in relation to any cashback schemes we may organise for your benefit.
- 3.6 **Variation.** We reserve the right to add, modify or delete membership benefits as we sees fit without prior notification to our members.
- 3.7 **Our Duty.** We warrant to you that the membership services will be provided using reasonable care and skill.

4. TERM OF MEMBERSHIP AND RENEWAL

- 4.1 Membership is for a twelve-month period, commencing on the day of acceptance and will expire at 12am one year to the day from the date of acceptance.
- 4.2 We will contact you at least 30 days prior to the expiry of your membership, explaining the renewal procedure and the membership cost. For members who chose to pay monthly or set up an automatic annual payment (AAP) option, your membership will run for a period of 12 months and will automatically renew every 12 months on the anniversary of your membership. To prevent your membership from rolling over for a further period of twelve months you must inform us in writing either by recorded post or email a minimum of 14 days before the renewal date. Emails should be sent to the member of our staff with whom you are corresponding or, if none, to membership@ncass.org.uk.

5. CANCELLATION BY MEMBER

- 5.1 To cancel your membership, it must be done in writing via email or recorded delivery by Royal Mail to the NCASS Office. Cancellation requests are to be made by the main contact stored on the system. Emails should be sent to the member of our staff with whom you are corresponding or, if none, to info@ncass.co.uk .
- 5.2 If your membership is cancelled within the first 30 days and before the membership pack has been sent to you, we will give you a full refund of any amount of the annual subscription fee (**Fee**) you have paid.

- 5.3 If your membership is cancelled within the first 30 days, but after the membership pack has been sent to you, we will give you a refund of the Fee provided you return the membership pack to us, but we will levy an administration charge. If you have paid the full Fee, the administration charge will be as set out on our website. If you pay by CPA, the administration charge will be equal to your first payment. Used services such as training courses will be deducted from the refund.
- 5.4 If you cancel your membership after 30 days and have paid in full, we are not able to give any refund of the Fee, but you will continue to have access to membership benefits for the remainder of the annual membership.
- 5.5 If you cancel your membership after 30 days but within 9 months of its start date and you pay by CPA, the monthly payments will continue to be due until you have returned your membership pack. Once it is returned, we will levy a cancellation charge of 25% of the Fee for cancellation prior to the end of the fifth month and 15% of the Fee for cancellation after that but prior to the end of the ninth month and waive the balance of the Fee.
- 5.6 If you cancel after 9 months and you pay by CPA, the balance of the Fee must still be paid, as we will not waive the balance of the Fee.
- 5.7 The due diligence system that you received must also be returned to the NCASS office before the refund is made.
- 5.8 No refund will be made after 31 days.

6. YOUR OBLIGATIONS

- 6.1 **Code of Practice.** You agree to comply with the terms of our Code of Practice, a copy of which is supplied as part of your membership pack. Any breach of the Code of Practice may lead to cancellation of membership.
- 6.2 **Insurance.** You must be insured to a minimum indemnity level of £5 million public and product liability and £10 million employer's liabilities.

7. ANNUAL SUBSCRIPTION FEES

- 7.1 You agree to pay the **Fee**, as set by us and posted on the Website from time to time in accordance with this clause 7.
- 7.2 The Fee can be paid as follows:
- (a) in full by cheque, credit or debit card;
 - (b) by automatic annual payment (**AAP**); or
 - (c) by continuous payment authority (**CPA**).

- 7.3 If you are paying by AAP or CPA, you are entering into an ongoing contract until you cancel your membership in writing by recorded delivery or email pursuant to clause 4.2 or 5.1. If your monthly payment fails, we retain the right to debit your credit/debit card daily or pursue other remedies until the payment has been met. If we cannot collect the payment after 60 days from the default day, there will be a default payment of:
- (i) in the first 5 months of membership 25% of the membership fee; and
 - (ii) in the months 6 to 9 of membership 15% of the membership fee.
 - (iii) after 9 months of membership the balance of the Fee.
- 7.4 The Fee is exclusive of VAT.
- 7.5 You shall pay all amounts due under the Terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. TRAINING COURSES

- 8.1 We offer various training courses, details of which can be found at www.ncasstraining.co.uk.

9. PRIMARY AUTHORITY PARTNERSHIP

- 9.1 After joining you will automatically benefit from a Primary Authority Partnership, under which the Safety Management System, The DSMS and the majority of the on-line training courses you receive from us are assured by the authority for use in England and Wales.
- 9.2 In line with the terms and conditions of the government backed primary authority scheme, NCASS will act as coordinators of the partnership and are required to ensure that all members are included within the Primary Authority Membership List. Your business name and address will be automatically added to the Membership List within NCASS Connect, the information sharing website, which can be accessed by our primary partners.

If you wish to opt out of the primary authority scheme then please write to us at info@ncass.org.uk to request this.

10. NCASS WORK OPPORTUNITY SERVICE

- 10.1 We will use our reasonable endeavours to ensure that the opportunities and information listed on the NCASS Websites above are accurate, but we take no responsibility for errors or omissions in or the accuracy of the opportunities.
- 10.2 We shall have no liability for any financial loss on the part of either those placing an opportunity or those taking up an opportunity. Any member wishing to pursue these

opportunities is strongly advised to confirm for themselves the validity of the opportunity before committing or handing over any money. You must carefully consider all the paperwork and contracts that form part of any of these opportunities.

11. NCASS SUB-CONTRACT OPPORTUNITIES

- 11.1 Where you as a member agree to provide sub-contract services to us, you will provide the services in accordance with the standard operating procedure and the charges agreed between us and our customer, as advised by us to you from time to time.
- 11.2 In addition, you will indemnify us against all losses, damages, costs and expenses (including legal fees) arising from any claims brought by our customer, any company in its group or any of its customers against us for death or injury caused by you in relation to the provision of the sub-contract services.

12. NCASS RISK ASSESSMENT SYSTEMS

- 12.1 The risk assessment systems and the associated downloadable documents available for use in the NCASS Website members area are provided as a tool to enable members to be able to conduct risk assessments on areas of their business activity. The information (editable hazards, controls limits, monitoring procedures and corrective actions) provided is a suggestion only and must be used on the understanding that they may not be applicable to individual business circumstances.
- 12.2 You must ensure that the resulting documents are a true and accurate reflection of your business circumstances as we shall have no liability for errors or omissions or for the legality or accuracy of the resulting assessment, neither do we take any responsibility for any financial loss on the part of those using them.

13. NCASS DIGITAL SAFETY MANAGEMENT SYSTEMS (DSMS)

- 13.1 The digital safety management systems (DSMS) and associated App available for use on the NCASS website are used by you at your risk.
- 13.2 All data inputted by you will belong to you and be kept by us on the system for a period of 12 months from the date inputted, after which period we reserve the right to delete it.
- 13.3 You will have the right to request us to supply a copy of your data once a year during the period of your membership and for a period of 3 months after expiry or termination of your membership.
- 13.4 You acknowledge that we own all intellectual property rights in the DSMS and App and that we are only granting you a license to use them solely in your own business and for the period of your membership. We do not guarantee that the DSMS or App will be available continuously.
 - (a) We reserve the right to withdraw the DSMS and App
 - (a) from our membership as a whole on giving not less than 90 days notice;

(b) from you immediately on notice if we consider in our absolute discretion that your use of it is inappropriate in any way..

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

14.1 We will use any personal information you provide to us to:

- (a) provide the membership services;
- (b) process your payment of Fees; and
- (c) inform you about other services that we provide, but you may stop receiving these at any time by contacting us.

14.2 We will process your personal information in accordance with our privacy policy, a copy of which is available ncass.org.uk/ncass-privacy-policy

15. HOW WE PROTECT YOUR PERSONAL DATA

- 15.1 When supplying the Services, NCASS may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Member.
- 15.2 The parties agree that where such processing of personal data takes place, the Member shall be the 'data controller' and NCASS shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.
- 15.3 For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
- 15.4 NCASS shall only Process Personal Data to the extent reasonably required to enable it to supply the Services as mentioned in these terms and conditions or as requested by and agreed with the Member, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.
- 15.5 NCASS shall not disclose Personal Data to any third parties other than employees, directors, agents, sub-contractors or advisors on a strict 'need-to-know' basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.
- 15.6 NCASS shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by NCASS on behalf of the Member.
- 15.7 Further information about the NCASS's approach to data protection can be found on our website at: ncass.org.uk/terms-conditions. For any enquiries or complaints regarding data privacy, you can email: info@ncass.org.uk

16. LIMITATION OF LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 16.1 Nothing in the Terms limits any liability of either party which cannot legally be limited, including 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).

- 16.2 Subject to clause 14.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Terms or your membership for:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of use or corruption of software, loss or corruption of data or information; and
 - (e) any indirect or consequential loss.
- 16.3 Subject to clause 14.1, our total liability to you arising under or in connection with the Terms and your membership, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the annual Fee.
- 16.4 Subject to clause 14.5, all other warranties or conditions implied by law are, to the fullest extent permitted by law, excluded from the Terms.
- 16.5 This clause 14 will survive termination of the Contract.

17. TERMINATION, CONSEQUENCES OF TERMINATION AND SURVIVAL

- 17.1 **Termination.** Without limiting any of our other rights, we may suspend or terminate your membership with immediate effect by giving written notice to you if:
- (a) you commit a material breach of the Terms and (if such a breach is remediable) fail to remedy that breach within 5 days of you being notified in writing to do so;
 - (b) you fail to comply with our Code of Practice;
 - (c) we, at our sole discretion, determine that your conduct (including without limitation any content posted by you on social media or elsewhere) to be prejudicial to our reputation or that of the catering or hospitality industry;
 - (d) you fail to pay any amount of the Fee on the due date for payment.
 - (e) you are the subject of a bankruptcy petition, application or order;
 - (f) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your 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 your 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; or

- (g) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business.

17.2 Consequences of termination.

- (a) On termination, cancellation or expiry of your membership:
 - (i) access to all member benefits including the online training courses will cease, including courses which have been started but not finished;
 - (ii) any sums in respect of cashback schemes which have not been paid or not claimed will be lost; and
 - (iii) you will immediately cease any use of the NCASS registered trade mark, logo and branding.
- (b) Subject to clause 15.2(a)(ii), termination, cancellation or expiry of your membership will not affect your or our rights and remedies that have accrued as at termination, cancellation or expiry.
- (c) You shall notwithstanding the termination of your membership remain liable for any outstanding subscription due up to the time of termination of membership.

- 17.3 **Survival.** Any provision of the Terms that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

18. EVENTS OUTSIDE OUR CONTROL

- 18.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Terms that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

19. COMMUNICATIONS BETWEEN US

- 19.1 When we refer to "in writing" in these Terms, this includes email.
- 19.2 Any notice given by one of us to the other under or in connection with the Terms must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.
- 19.3 A notice is deemed to have been received:
- (a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or

- (c) if sent by email, at 9.00 am the next working day after transmission.
- 19.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 19.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

20. GENERAL

20.1 Assignment and transfer

- (a) We may assign or transfer our rights and obligations under the Terms to another entity.
- (b) Your membership is not transferable and you may only assign or transfer your rights or your obligations under the Terms to another person if we and the transferee both agree in writing.

20.2 **Variation.** Any variation of the Terms only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

20.3 **Waiver.** If we do not insist that you perform any of your obligations under the Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

20.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

20.5 **Third party rights.** The Terms are an agreement between you and us. No other person has any rights to enforce any of the Terms.

20.6 **Governing law and jurisdiction.** The Terms are governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Terms to the exclusive jurisdiction of the courts in England and Wales.