

# Buy Local Norfolk A Company Limited by Guarantee and incorporated in England and Wales with company number 6252785 ("the Company" or "Buy Local Norfolk")

# Terms and Conditions of Membership.

In these Terms and Conditions of Membership:

'Member' means the business entity (person, firm, LLP, company or other organisation) entered in the register of members of the Company and includes that Member's officers, partners, employees and agents 'logo' means the image as above, see fig 1.

'Organisation' means the Company named "Buy Local Norfolk" and whose purpose is the promotion of Norfolk based businesses.

# Criteria for Membership

To be eligible for Membership of Buy Local Norfolk all prospective Members must meet the criteria for Membership, which are:

- 1. The main/head office of the Member's business must be based within Norfolk
- 2. More than 50% of the business ownership must live within 50 miles of the main place of business.
- 3. The business must be privately owned, not publicly traded.
- 4. The owner/s of the business must be free to make decisions about the business at all levels
- 5. The Members business must already use at least five other local (Norfolk based) businesses as suppliers\*

\*The prospective Member will be contacted by Buy Local Norfolk and asked to supply details of 5 local businesses that the prospective Member already purchases from.

Failure to meet all of the above requirements will result in the application being refused.

# **Definition of a Member**

A Member of Buy Local Norfolk is a business entity which meets the criteria for membership and has paid, or has arranged to pay via instalments the membership fee. A Member of Buy Local Norfolk is a business entity which has proved it is truly local and independent to the county of Norfolk, England.

# **Duration of Membership**

A full membership year begins on 1st January and ends on 31st December. All Buy Local Norfolk memberships expire at midnight on the 31<sup>st</sup> December.

New members joining part way through a year will pay pro rata to the nearest month.

New Members joining from 1st October will pay for the remaining quarter and for the entire following year.

#### **Fees and Payment Terms**

The current subscription fee to be a Member of Buy Local Norfolk is £60 per year (£72 per year from 1<sup>st</sup> January 2015). Prescription fees are set by the Board of Directors each year and may be varied from time to time.

Subscription fees may be paid annually or, if preferred, quarterly or monthly in equally divisible instalments via Cheque, BACS or PayPal. Membership fees are revised annually and members will be notified of any change in writing via their subscription renewal notice.

# Communication

Members understand and consent that all data requested by Buy Local Norfolk to determine their suitability for membership, and any other data that may be requested from time to time will be held on the Buy Local Norfolk computer systems and on cloud based web programmes. Members' data will be used to assist in the promotion of the organisation and the marketing of its Members - this will include data being published in printed lists and via the Internet, and in both cases being openly available to the public.

Buy Local Norfolk regularly communicates with its Members via email with information it considers relevant. Members may opt out of this service at any time.

Please note: Notification of all events, AGMs and EGMs will primarily be via email.

#### **Buy Local Norfolk Logo**

Please refer: 'Terms of Use of Buy Local Norfolk logo 12.2014'

Members are encouraged to signify their Membership of Buy Local Norfolk by displaying the logo on any material and media belonging to that Member which is relevant to that members business and aligns with the company's core brand message: a business which is proud to be truly local to Norfolk.

#### Disputes

Members must detail their issue in writing and send it for the attention of the Secretary of the Board of Directors of Buy Local Norfolk. The decision of the Board will be communicated to the Member at the earliest opportunity.

#### **Termination of Membership**

A Member may terminate their Membership by giving 30 days written notice to the Secretary of the Board of Directors of Buy Local Norfolk.

Buy Local Norfolk reserves the absolute right to terminate the membership of any Member where it is considered that continued membership is not in the best interests of Buy Local Norfolk, or where a Member ceases to continue to meet all criteria for Membership. In these cases a refund for any outstanding term of membership for which the Member has already paid will be offered.

### **Articles of Association**

Membership is subject to the provisions of the Articles of Association (available on request) and in the event of a conflict between these terms and conditions and the Articles of Association, the Articles shall prevail.

# Liability

Buy Local Norfolk shall have no liability whatsoever for any losses suffered as a result of using goods or services offered by a Member.

The Board of Directors of Buy Local Norfolk

Registered Address: King Street House, 15 Upper King St, Norwich, Norfolk NR3 1RB Office Address: 23 Fiennes Road, Norwich, NR7 0YP