GENERAL CONDITIONS

1. START DATE AND THE TERM

1.1 The Agreement is effective from the date the last party signs the Cover Details. We agree to start providing the Services on the Start Date and we will continue for the Term specified in the Cover Details, unless the Agreement (or part of it) is suspended or ends earlier under Clause 7.

2. HOW WE SUPPLY THE SERVICES

2.1 We will perform the Services with reasonable care, skill and diligence, using reasonable endeavours and in line with the service descriptions included in the Proposal or other service description document.

2.2 We will comply with all applicable laws and any reasonable health, safety and security requirements at the Premises that you tell us about. We are not liable if complying with those laws or requirements causes us to breach this Agreement. We may deliver the Services in various ways, including online and other web-based platforms.

2.3 Sometimes we may provide some of the Services using a third party (a **Third Party Provider**) and where this happens those Services are subject to any terms the Third Party Provider notifies to you and/or the School (as applicable). If those terms conflict with this Agreement, this Agreement prevails.

2.4 If you or a School order services directly from a Third Party provider, the contract is between you and that Third Party Provider. In that instance we are not party to that contract, we act purely as an introducer and not as agent for either the School or the Third Party Provider. We have no liability to you or the School for any contract between you/the School and any Third Party Provider.

3. YOUR OBLIGATIONS

3.1 During the Term, you must co-operate with us on the Services and provide us (and our agents, subcontractors, consultants and employees) with timely, free access to the Premises and any facilities, workspace, information, data and other materials we reasonably need to perform the Services, with timing and method of access agreed in advance with you or the School. You and the School must also comply with any other relevant specific obligations in the Proposal or description of the Services, or otherwise in this Agreement.

3.2 You must tell us promptly if the Customer Contact Person named in the Cover Details (or any other named senior lead or key catering staff) changes during the Programme, and nominate replacements within a reasonable time. If prolonged lack of engagement prevents progress, we may review or suspend delivery until engagement resumes.

3.3 If our performance of any obligation is prevented or delayed by you, the School or a Training Participant, or by their agents, subcontractors, consultants or employees: (i) we are not liable for any resulting costs, charges or losses you, the School or a Training Participant incur; (ii) the Fees remain payable; and (iii) we may recover any additional costs, charges or losses we incur.

3.4 You confirm that you have the capacity and authority to enter into this Agreement, and that all information provided to us in connection with the Services is correct, accurate and not misleading.

3.5 You acknowledge and agree that if you are not a School (for example, you are entering into the Agreement to ensure that certain School(s) receive the Services) you will ensure that where you have any obligation in this Agreement to do or not do a certain thing (or comply with an obligation), each applicable School will also do or not do that thing (and ensure any Training Participant also does so, where relevant.

4. OUR FEES

4.1 The Cover Details sets out the Fees you must pay us in return for us providing the Services. Unless the Cover Details states otherwise, invoices are due within 30 days of the invoice date. Fees are exclusive of VAT (if applicable), which is payable at the then-current rate. You must pay all Fees by bank transfer to the payment details we provide.

4.2 If you do not pay on time under Clause 4.1 (or any other written agreement), we may: (a) charge interest at 8% per year above HSBC Bank plc's base rate, accruing daily and compounded monthly, until paid; or (b) claim statutory interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998; and (c) suspend the Services until paid in full.

4.3 All amounts you owe under this Agreement must be paid in full without set-off, counterclaim, deduction or withholding (except any tax withholding required by law). Except as expressly set out in Clause 7, Fees are non-refundable (other than where we fail to deliver the Services due solely to our own actions).

5. TERMS OF MEMBERSHIP

5.1 This Clause 5 applies to the Membership Programme only. It does not apply to the School Transformation Programme, School Chef Educator Programme, or Bespoke Training Event(s).

5.2 Despite clause 1.1 or anything else in the Agreement, the minimum Membership term is one calendar year (the Membership Term). Membership renews automatically at the end of each Membership Term, subject to clause 9.3(e).

5.3 We may, in our sole discretion, set eligibility criteria; set and change Membership rights, privileges and benefits (including the Membership Rights); set the terms and conditions; increase the Membership Fee annually; and refuse admission or renewal.

5.4 Clauses 8.6, 8.7 and 8.8 set out processes that apply to ending Membership, and Clause 9 deals with the consequences.

6. LIABILITY - WE HAVE HIGHLIGHTED THIS CLAUSE AS IT IS IMPORTANT YOU READ AND UNDERSTAND IT

6.1 Subject to Clause 6.3, each party's total liability to the other party under this Agreement (which includes our liability (if any) to any School that is not a party to this Agreement) shall not exceed 100% of the Fees paid by you in the twelve (12) months before the event giving rise to the applicable claim. The limits and exclusions in this clause reflect the insurance cover we have been able to arrange and you are responsible for making your own arrangements for the insurance of any excess loss.

6.2 References to liability in this Clause 6 include every kind of liability arising in connection with providing the Services, including but not limited to liability in contract, tort (including negligence), breach of statutory duty or otherwise.

6.3 Nothing in this Clause 6 limits your payment obligations under the Agreement or your liability under Clause 7 (Indemnity), or for a breach of your obligations in Clause 11 (Intellectual Property), Clause 13 (Data Protection) or Clause 14 (Confidentiality).

6.4 Nothing in these General Conditions limits or excludes liability resulting from negligence causing death or personal injury, from fraud or fraudulent misrepresentation, nor in any way that is not permitted under applicable law.

6.5 Subject to Clause 6.3 and Clause 6.4, you are not liable to us and we are not liable to you (or to any School) for: (a) any loss of profits or anticipated savings; (b) any loss of sales, business, agreements, contracts or opportunities; (c) any loss of use or corruption of any data, database, information or software; (d) any loss of or damage to goodwill; or (e) any special, indirect or consequential loss or damage.

6.6 We exclude our liability for: (a) actions taken in response to breach of the Agreement by you or the School (including in the capacity as Member); (b) errors or omissions within any Deliverables; and (c) loss or damage arising out of, or in connection with, any benefit or the provision of any products or services (including, but not limited to, the Deliverables and the Services) offered by us or any third party.

6.7 The Services, Deliverables and any materials are provided "as is" and all warranties, conditions and representations (express, implied, statutory or otherwise) are excluded to the fullest extent permitted by applicable law.

7. INDEMNITY

7.1 You indemnify us, keep us indemnified, and hold us and our officers, employees and agents harmless from and against all liabilities, claims, demands, damages, costs, losses, and expenses (including reasonable legal fees) arising out of or in connection with: (a) any breach by you or the School of obligations relating to health and safety in the kitchen, including compliance with applicable laws, regulations and best practices; (b) any failure by you or the School to properly manage and communicate allergen risks, including but not limited to the accurate identification, handling, labelling, and disclosure of allergens in food preparation; and (c) any injury, illness or harm caused to any individual as a result of your or the School's negligence or failure to implement appropriate health and safety or allergen management measures. **You must promptly notify us of any health and safety incidents, food-related illnesses, or allergen-related reactions that may impact the Services or personnel.**

7.2 You shall indemnify us in full against any sums awarded by a court or imposed by any regulatory authority against us arising of or in connection with any claim brought against us for infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, our receipt or use of the Supplied Materials.

7.3 The indemnities under this clause shall not apply to any liabilities arising directly from our gross negligence or wilful misconduct.

8. ENDING THIS AGREEMENT AND/OR ANY SERVICES

8.1 **Ending this Agreement.** Either party may terminate this Agreement immediately by written notice (without affecting any other rights) if: (a) the other party commits a material breach, including any breach by you (or your participant(s)) of the Code of Conduct; (b) the other party is dissolved, stops all or substantially all of its business, cannot pay its debts when due, becomes or is declared insolvent, or proposes any arrangement with creditors; (c) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of its assets; (d) a winding-up order is made or a winding-up resolution is passed; (e) it suspends, threatens to suspend, ceases or threatens to cease a substantial part of its business; or (f) its financial

position deteriorates so that, in the reasonable opinion of the terminating party, it is at risk of not performing its obligations under this Agreement.

8.2 **Ending Participation in the Schools Transformation Programme (termination for convenience).** Unless we have expressly agreed otherwise in writing, either party may end your participation in the Schools Transformation Programme at any time by giving the other at least ninety (90) days' written notice (the **Effective Termination Date** being the date the notice expires).

8.3 Fees up to termination. You remain liable to pay all Fees for Services properly provided up to (and including) the Effective Termination Date. Any prepaid Fees will be credited against the amount due.

8.4 Prepaid Fees on your convenience termination. If you terminate under clause 8.2 any refund of prepaid Fees shall be at our sole and absolute discretion and only to the extent we reasonably determine that such prepaid Fees relate to Schools Transformation Programme Services which, as at the Effective Termination Date, (i) have not been performed, and (ii) are not required to be performed given the stage of the Programme. For clarity, the Schools Transformation Programme is front-loaded: for example, mobilisation, menu and curriculum design, supplier engagement, training plan configuration, and creation of materials are undertaken at the outset. Any refund will therefore not be calculated on a straight-line or time-based pro-rata basis and may be zero. We may also deduct or withhold from any discretionary refund: (a) any non-refundable set-up or mobilisation Fees; (b) committed or non-cancellable third-party costs; and (c) the value of any discounts, subsidies or scholarships applied that were conditional on completion of the Schools Transformation Programme.

8.5 Where we terminate under clause 8.2 for convenience, we may refund you the reasonable value of any prepaid Fees for Schools Transformation Programme Services not performed as at the Effective Termination Date, assessed on the same basis as clause 8.2.3, recognising the front-loaded nature of the Schools Transformation Programme and excluding the items in (a)–(c) above

8.6 **Ending or Suspending Membership.** We may, at our sole discretion, suspend or terminate Membership with immediate effect (in whole or part) and take any other appropriate action (including legal proceedings to recover costs on an indemnity basis and reasonable administrative/legal costs) if: (a) the Member does or omits anything that brings, or is likely to bring, us or our name into disrepute; (b) the Membership Fee or any other sums are unpaid by the Membership Fee Due Date; (c) the Member breaches the Agreement and, where we consider the breach remediable, fails to follow our reasonable recommendations to remedy it within 7 days of our notice; (d) a complaint is made against the Member (pending investigation); or (e) the Member or its agents, subcontractors or personnel behave abusively towards us, our personnel, or another Member, in person or by correspondence.

8.7 We may re-admit a person whose Membership was suspended or terminated under Clause 8.6. We may disclose information to law-enforcement where reasonably necessary and may publish the names of Members whose Membership has been suspended or terminated. If Membership is suspended or terminated under Clause 8.6, you may be refused future Membership (but may be reinstated if cleared, at our sole discretion).

8.8 **Cancellation of Membership by you**. To cancel, you must give us written notice at least 10 working days before the next Membership Fee Due Date. If you do not give notice, Membership renews automatically at the end of the current Membership Term, and collection of the Membership Fee confirms continuation for the next Membership Term. If the Membership Fee is not received within 1 month of the Membership Fee Due Date, Membership lapses. We may charge a reinstatement fee in addition to the Membership Fee.

8.9 **No refund of Membership Fee.** On suspension, termination or cancellation of Membership under this clause 8 (or if Membership ends for any reason), the Membership Rights end. You are not entitled to a refund for any unused part of the Membership Term.

8.10 **Cancellation of School Chef Educator Programme**. We may cancel the School Chef Educator Programme (for example, if participation levels are low or availability of trainers is limited). If we cancel due to circumstances solely within our control, you will receive a 100% refund of fees paid for Services not provided for that programme. If you cancel, you must give us written notice and in that scenario refunds are: (i) more than 90 days before the Training Start Date: 100% (0% charge); (ii) 90 days before: 80% (20% charge); (iii) 30–89 days before: 50% (50% charge); (iv) within 30 days: 0% (100% charge).

8.11 **Cancellation of Bespoke Training Event.** We may cancel any Bespoke Training Event, and if we do we will give you as much notice as we reasonably can. If we cancel due solely to circumstances within our control, you will receive a 100% refund of fees paid for Services not provided for that event. If you wish to cancel or reschedule your participation, tell us in writing. No refund is due if you cancel within 90 days of the Bespoke Training Event.

8.12 Despite termination of the Agreement pursuant to Clause 7 (Termination of Agreement), your and our rights and obligations under Clause 11 (Intellectual Property), Clause 4 (Fees), Clause 6 (Liability) and Clause 14 (Confidentiality), as well as any other clause intended to take effect when the Agreement ends, continue in full force and effect.

9. CONSEQUENCES OF TERMINATION

9.1 Where this Agreement and/or any Service ends for any reason, you must immediately pay all outstanding Fees plus any accrued interest. If there are any Services supplied but not yet invoiced, we may issue an invoice, payable immediately on receipt. The Agreement ending or expiring does not affect rights, remedies, obligations or liabilities that have accrued up to that date, including the right to claim damages for pre-termination breaches.

10. MARKETING AND PROMOTION

10.1 We and you agree to: collaborate on joint marketing, promotion and publicity for the Services, and allow professional, accurate social-media promotion of the collaboration, including posts announcing your / the school's participation in the programme or event, without the need for specific approval from the school concerned (provided such posts are appropriate and consistent with the spirit of the programme; use logos only as provided by the relevant party and in line with any written brand guidelines provided; address any reasonable concerns about social media posts or public statements by requesting changes or removal and work in good faith to resolve them; notify the other party in advance before engaging the press or other media and seek approval where appropriate; and coordinate joint media opportunities where helpful to both.

10.2 You grant us a non-exclusive, royalty-free licence to use your name and logo solely for the purpose of identifying you as a participating school in the programme, including in our promotional and marketing materials (digital or print) and social-media content. We will ensure all such use is professional and consistent with your brand guidelines (where provided)

10.3 Neither you or we will: do anything or make statements that could reasonably bring the other party into disrepute or harm its reputation (including defamatory or misleading communications, or actions that could affect standing with funders, regulators or the public); or use the other party's name, logo or branding in marketing, publicity or promotions without prior written consent, except as allowed by Clause 10.4.

10.4 We grant the Member a non-exclusive licence to use "Chefs In Schools" and our current logo (our **Brand**) solely to indicate it is a Member, subject to: (a) use only in accordance with this Agreement and only in connection with being a Member; (b) no suggestion of any relationship beyond Membership; (c) no modifications to the Brand; (d) no incorporation of the Brand in business/trading names or other marks; (e) acknowledgement that we own the Brand and related goodwill/rights; (f) no permission or sublicensing to others; (g) immediate notice to us of any unauthorised use or passing-off, recognising we alone may act and any recoveries belong to us; and (h) immediate cessation of use if Membership ends or is suspended, and no representation that you remain a Member. You agree to comply with this clause.

10.5 When this Agreement ends or expires, neither we or you may continue using the other's name, logo or branding in marketing or promotions unless agreed in writing.

11. INTELLECTUAL PROPERTY

11.1 All Intellectual Property Rights in the Deliverables we provide to you remain our exclusive property unless we agree otherwise in writing. We grant the School a non-exclusive, non-transferable and revocable licence to use the Deliverables (excluding any Supplied Materials) for the Term. If any Deliverables include third-party Intellectual Property Rights, we will obtain the necessary licences so the School has the rights it needs to use them. The School may use our materials, templates and resources only for internal purposes connected with the Services. They must not be copied, shared, or adapted for use by other schools or for commercial purposes without our prior written consent.

11.2 You grant us a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify the Supplied Materials for the Term to provide the Services.

11.3 Neither you or the School will: (a) claim ownership of our Intellectual Property Rights; (b) use the Deliverables for any purpose other than in connection with the Agreement; (c) remove or alter any proprietary notices, trademarks or copyright markings on the Deliverables; (d) interfere with any software or technology we provide; or (e) copy, modify, sublicense or distribute the Deliverables without our prior written consent.

12. FILM AND PHOTOGRAPHY

12.1 You (and the School, where applicable) now grant us permission to photograph, film and record events connected with the Services (including attendees), subject to this Clause 12. We may use those images/recordings for promotional, educational and fundraising purposes (e.g. website, social media, marketing materials, press/media, and reports to funders/stakeholders). We will use images appropriately, respectfully and in line with our Privacy Policy and safeguarding policies. If you, the School or any attendee withdraws consent, you must notify us in writing; we will take reasonable steps to stop future use. Withdrawal does not affect materials already published.

12.2 We will not share images with third parties for commercial use without the School's prior written agreement (although this does not apply to our website, social media etc as set out in Clause 12.1).

12.3 If an individual student is the focus of any image, we will get separate written consent from the School and/or the student's parent/guardian before any public use.

12.4 You must ensure any children with safeguarding risks are identified to us before any Services or Training Event that may involve filming or photography.

13. DATA PROTECTION & EVALUATION

13.1 Compliance. Each party shall comply with applicable data protection law, including the UK GDPR and the Data Protection Act 2018. Terms such as personal data, processing, controller, processor, personal data breach and data subject have the meanings given in the UK GDPR.

13.2 Roles. The parties act as independent controllers in respect of the personal data they each process under or in connection with the Agreement. We typically process only: (a) school information (e.g. name of school); and (b) business contact details for key school representatives (name, job title, email, phone); and (c) as otherwise expressly set out in these General Conditions.

13.3 Lawful use and transparency. Each party is responsible for ensuring it has a lawful basis and provides appropriate privacy information to its data subjects for its own processing. You warrant that any personal data you share with us has been collected lawfully and that relevant notices have been provided to your staff and representatives.

13.4 Our processors and sharing. We may share personal data with delivery partners and suppliers (for example, food suppliers) as needed to provide the Services. Where any such third party acts as our processor, we shall put in place a written contract meeting UK GDPR Article 28 requirements. We may also share limited information with funders where necessary for programme administration and impact reporting, in each case on a need-to-know basis and with appropriate safeguards.

13.5 International transfers. If we transfer personal data outside the UK, we shall ensure an appropriate transfer mechanism is in place.

13.6 Security and breaches. Each party shall implement appropriate technical and organisational measures to protect personal data. If a personal data breach occurs affecting the other party's personal data, the affected party shall be notified without undue delay and the parties shall reasonably cooperate, including with any required notifications.

13.7 Retention. Each party shall retain personal data only for as long as necessary for the purposes described in this Agreement (or to comply with law) and shall then securely delete or anonymise it.

13.8 Privacy Policy and communications. We shall process personal data in line with our Privacy Policy (as updated from time to time). We may use school representative contact details to administer and deliver the Services.

13.9 Aggregated and anonymised data. We may create, use and retain aggregated and anonymised data derived from personal data processed under this Agreement including for programme evaluation, reporting to funders, research, and service improvement. Such data will not identify any individual and may be used and retained by us after this Agreement ends.

13.10 Impact, Evaluation and Data Collection. You agree to cooperate with our reasonable requests for information and data needed to evaluate the impact of the Services. For the Schools Transformation Programme, for example, this may include providing baseline and follow-up data on school operations, catering practices and participation. We may update our evaluation methods from time to time, but will ensure any data collection is proportionate and consistent with applicable data protection law.

14. CONFIDENTIALITY

14.1 Use and disclosure. Each party will use the other's Confidential Information only to perform or receive the Services and exercise its rights under this Agreement, and keep it confidential and not disclose it to anyone except as allowed below.

14.2 Permitted recipients. The Receiving Party may share Confidential Information with its employees, officers, professional advisers, and approved agents/subcontractors who need to know it for this Agreement and are bound by confidentiality obligations at least as protective as this clause. The Receiving Party is responsible for their compliance.

14.3 Compelled disclosure. If the Receiving Party must disclose Confidential Information by law, court, regulator or stock exchange, it may do so, but (where lawful) will give prompt notice and reasonably cooperate to seek confidentiality or other protective treatment.

14.4 Exclusions. This clause does not apply to information that the Receiving Party can show: (a) is or becomes public through no fault of the Receiving Party; (b) was already known to it without duty of confidence; (c) was independently developed without use of the Disclosing Party's information; or (d) was lawfully received from a third party without duty of confidence.

14.5 Security; return. The Receiving Party will take reasonable technical and organisational measures to protect Confidential Information. On request or on termination/expiry, it will promptly return or securely destroy it (and confirm destruction), except for copies kept as required by law or bona fide backup/archive, which remain subject to this clause.

14.6 Publicity carve-out. This clause does not restrict any publicity/branding permitted elsewhere in this Agreement (including any agreed marketing or Membership provisions), but does not allow disclosure of pricing, trade secrets or personal data unless expressly permitted.

14.7 Remedies and duration. Unauthorised disclosure may cause irreparable harm; the Disclosing Party may seek injunctive relief in addition to other remedies. Obligations under this clause last for five (5) years from disclosure, and for trade secrets, for as long as they remain trade secrets.

15. OTHER IMPORTANT PROVISIONS

15.1 If any part of this Agreement is unlawful or unenforceable, the rest stays in effect. If removing part of a provision would make it lawful or enforceable, that part is treated as deleted (unless doing so would contradict the parties' clear intention, in which case the whole provision is deleted).

15.2 This Agreement is the entire agreement between the parties and replaces all previous agreements, promises, assurances, warranties, representations and understandings (written or oral) about its subject matter. Each party agrees it has not relied on, and has no remedy for, any statement, representation, assurance or warranty not set out in this Agreement. No claim for innocent or negligent misrepresentation (or negligent misstatement) may be made based on any statement in this Agreement.

15.3 This Agreement may only be amended or varied in writing signed by both you and us.

15.4 A waiver of any right or remedy (including in respect of any breach) under this Agreement or by law is effective only if in writing and is not a waiver of any later right or remedy. A party's failure or delay to exercise a right or remedy does not waive it or any other right or remedy, and does not prevent further exercise of that or any other right or remedy. No single or partial exercise prevents further exercise.

15.5 Neither you nor we may assign, transfer, charge, license or otherwise deal with any rights or obligations under this Agreement without the other party's prior written consent. Membership Rights are personal to the Member and are not transferable to any other business or person.

15.6 This Agreement benefits only you and us and is not intended to give rights to, or be enforceable by, any third party. The parties may terminate, rescind, amend, waive, vary or settle matters under this Agreement without any third party's consent.

15.7 Neither of us is liable for delay or failure to perform this Agreement caused by events outside our respective reasonable control (an **Event**), such as acts of God, fire, flood, epidemic, war, terrorism, civil unrest, strikes (not of its own staff), power or internet outages, or government action. The affected party will tell the other party promptly and use reasonable efforts to reduce the impact. Time for performance is extended for the duration of the Event, and Services may be suspended. If the Event continues for more than 30 days, either party may end the affected part of this Agreement on written notice without liability (other than amounts already due).

15.8 Any dispute arising out of or in connection with this Agreement (including its existence, validity or termination) will be finally resolved by arbitration under the LCIA Rules, which are incorporated by reference. The location of any arbitration is London, UK.

15.9 This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, is governed by the law of England and Wales.

16. INTERPRETATION

16.1 In addition to the terms defined in the Cover Details and/or Proposal, the following definitions apply in the Agreement:

Agreement: the agreement between you and us for the supply of Services set out in the Cover Details, the Proposal (if any) and these General Conditions.

Brand: has the meaning given to it in Clause 10.4.

Chefs in Schools, we, us, our: Chefs In Schools, a private company limited by guarantee registered in England and Wales under company number 11356489 with registered address at % Azets, First Floor, River House, 1 Maidstone Road, Sidcup, Kent, England, DA14 5RH.

Code of Conduct: the set of rules, guidelines and ethical standards we've established to govern the behaviour, actions and responsibilities of individuals or organisations in connection with the Agreement including, but not limited to, our policies on anti-racism, diversity, equity, equality and inclusion, anti-harassment and bullying, and which is set out here.

Confidential Information: any non-public information a party (**Disclosing Party**) provides to the other (**Receiving Party**) in connection with this Agreement, whether oral or written, and whether marked confidential or not, that a reasonable person would consider confidential (including business, technical, financial, customer, pricing and know-how).

Deliverables: all documents, products, materials and other works we develop or create (or our agents, subcontractors and personnel) in connection with the Services in any form, including, but not limited to, computer programs, data, reports, designs, software and specifications (including drafts).

Fees: means the amount of fees payable by you for the Services, as set out in the Cover Details.

General Conditions: means these terms and conditions.

Intellectual Property Rights: all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

Member: the School, if the School is to become a member of the Membership Programme under the Agreement.

Membership: access to the relevant Services provided by the Membership Programme.

Membership Fee": the Fees payable by you on an annual basis in respect of any Membership, as set out in the Cover Details.

Membership Fee Due Date: has the meaning given to it in the Cover Details.

Membership Programme": our membership programme whereby the Member, in return for the Membership Fee and any additional fees (if applicable), receives the services and benefits described here;

Membership Rights: the rights and obligations that the Member has under the Agreement solely in connection with the Membership;

Membership Term: has the meaning given to it in Clause 5.2.

Premises: any of your or the applicable School's premises;

Services: the services, including, but not limited to, any Deliverables, we provide under this Agreement, as set out in the Cover Details.

School: the school or entity to whom the Service will be provided. You will provide us with the name(s) of the School(s) as soon as you know.

Supplied Materials: all works, materials, equipment, tools, drawings, specifications and data supplied by you and, if you are not the School, by the School, to us;

Third Party Provider: has the meaning given to it in Clause 2.2.