

MEMBERSHIP BENEFITS - TERMS AND CONDITIONS

Effective from 01 May 2017

1. LICENCE FOR THE USE OF THE MEMBER LOGO

1.1. The Logos are the sole and exclusive intellectual property of NBN Trust. The Logos may be used only by current members of the National Biodiversity Network in good standing if, and only if, such use is made according to the terms and conditions of this limited and revocable licence. Any failure by a user to comply with these terms and conditions may result in the immediate revocation of this licence.

1.2. NBN LOGOS MUST NOT BE PHYSICALLY ALTERED

The Logos may not be revised or altered in any way, and must be displayed in the same form as produced by NBN Trust.

1.3. BE HONEST AND PROFESSIONAL WHEN USING NBN LOGOS

1.3.1. The Logos may be used in a professional manner on the user's web site, business cards, stationery, literature, advertisements, shop window/reception area, or in any other comparable manner to signify the user's membership to the National Biodiversity Network.

1.3.2. The Logos may never be used independently of the terms "MEMBER", "CORPORATE MEMBER", "AFFILIATE MEMBER" or other benefit level in place.

1.3.3. Logos may not be used in any manner that discredits NBN or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others, any law, regulation, or other public policy; or mischaracterises the relationship between NBN and the user, including but not limited to any use of the Logos that might be interpreted as an endorsement, approval, sponsorship, or certification by NBN of the user, the user's business or organization, or the user's products or services, or that might be interpreted as support or encouragement to purchase or utilise the user's products or services.

1.4. NBN LOGOS ARE NBN TRUST PROPERTY

1.4.1. Use of the Logos shall create no rights for users in or to the Logos or their use beyond the terms and conditions of this limited and revocable licence.

1.4.2. NBN Trust reserves the right to request samples of use of the Logos in order to determine compliance with these terms and conditions.

1.4.3. Without further notice, NBN Trust reserves the right to prohibit use of the Logos if it determines that a user's Logo usage, whether wilful or negligent, is not in strict accordance with the terms and conditions of this license, otherwise could discredit NBN Trust or tarnish its reputation and goodwill, or the user is not a data provider, member, business partner, or individual member in good standing.

1.4.4. NBN Trust may revoke this licence for non-payment of subscription fees or any reason it sees fit upon written notification to you.

1.5. Use of any Logo indicates your consent to the interpretation of this Logo licence agreement.

2. FREE DATA PARTNER MEMBERSHIP

2.1 The 'Atlas' means the NBN Atlas, including, but not restricted to the NBN Atlas Scotland, NBN Atlas Wales, NBN Atlas England, NBN Atlas Northern Ireland and NBN Atlas Isle of Man.

2.2. Free membership is available to organisations directly supplying data to the NBN Atlas and can be applied to the lowest level of organisation membership originally known as **Supporter Membership** only. The applicant and the data and must meet the following criteria:

2.2.1. The turnover of the applicant's organisation must not exceed £300,000*[^] per annum. NBN Trust reserves the right to request a copy of the organisation's annual accounts to support the application.

2.2.2. The applicant's organisation must have successfully supplied data to the NBN Atlas directly

2.2.3. The metadata, contact details and organisational information pages on the NBN Atlas must be kept current and updates communicated to NBN within 28 days of any changes.

2.2.4. Apart from 'closed' or historic datasets, dataset providers must update their datasets on the NBN Atlas at least annually.

2.3. This free membership can be withdrawn at any time without prior notice for any reason NBN Trust sees fit upon written notification. This discount has no cash alternative, is non-refundable and non-exchangeable.

2.4. The NBN Trust reserves the right to refuse free membership to any organisation or individual it feels does not fully support the objects of NBN Trust as laid down in its Articles of Association.

[^] The NBN will use the financial accounts posted on charity commission or company house websites or similar.

* By exception membership could be given for free to small recording organisations whose records subsequently appear on the NBN Atlas. This will only apply to those organisations that are not a legally constituted body and as such have zero income.

3. DISCOUNTED DATA PARTNER MEMBERSHIP

3.1. A discount can be applied to subscription fees for organisational levels of membership on the provision of data directly to the NBN Atlas under the following conditions:

3.1.1. The metadata, contact details and organisational information must be current and updates communicated to NBN within 28 days of any changes.

3.1.2. Apart from 'closed' or historic datasets, data providers must update their datasets on the NBN Atlas at least annually.

3.2. The NBN Trust reserves the right to refuse discounted membership to any organisation it feels does not fully support the objects of NBN Trust as laid down in its Articles of Association.

3.3. The data provider discounts above are only available to those submitting data directly to the NBN Atlas in recognition of the level of data management needed to publish data in this way.

4. INDIVIDUAL MEMBERSHIP

4.1. The 'Pay What You Decide' membership offer is only available to individuals joining in their own right.

4.2. Individual members will need to provide details of their home address and a personal email address.

4.3. Some benefits will only be available subject to a minimum contribution including member rate tickets for the NBN annual conference. The individual member rate registration will only be available if the individual member is attending in their own right and not on behalf of / representing a business, scheme, society, charity or other similar organisation.

5. OTHER DISCOUNTS

5.1. Free and discounted membership may be awarded to sponsors of the NBN annual conference for a term of one year subject to approval by the Board of Trustees of NBN Trust and such membership agreements are exempt from the constraints outlined in section 2 and 3 of these terms and conditions.

5.2. Membership awarded to sponsors as outlined in 4.1 can be applied to all levels of membership with the exception of Affiliate level for a period of one year only. On expiry, membership will be automatically renewed and the full fee applied unless formal resignation has been received as laid out in the Rules and Standing orders of NBN Trust.

6. GENERAL

6.1. NBN Trust reserves the right to revoke any membership benefit for any reason it sees fit upon written notification to you.

6.2. A completed application form and / or payment of the appropriate fee for membership is deemed an acceptance of these terms and conditions.

7. TERMINATION OF MEMBERSHIP

7.1 Membership is terminated if the member concerned:

7.1.2 Gives written notice of resignation to the Charity;

7.1.3 dies or (in the case of an organisation) ceases to exist; or

7.1.4 is six months in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due);

Or

7.1.5 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity

7.2 Membership of the Charity is not transferable.

Review due date: March 2018