

## Localis – Membership Terms and Conditions

These **TERMS AND CONDITIONS** are valid from: **February 2011**

‘Member’ refers to any individual or organisation that has agreed to become a member of Localis and has paid the membership fees. The ‘Proposal Document’ outlines the scope of work to be performed during the most recent membership period. ‘Membership Period’ is as defined on the most recent membership invoice.

### **1 Membership Terms**

- 1.1 Localis will provide such services as are set out in the Proposal Document relating to the current membership, or any written alterations thereto, so long as they have been agreed by both parties.
- 1.2 The Member undertakes to provide such services or materials required of them (as set out in the Proposal Document) and amendments above, in order that Localis is able to fulfil their obligations.
- 1.3 Failure by the Member to provide these services or materials shall release Localis from its obligations under clause 1.1 above.

### **2 Funding and Payment**

- 2.1 Unless otherwise agreed in writing the membership fees shall be exclusive of any value added tax or other similar taxes.
- 2.2 Unless otherwise agreed, the whole payment of membership fees shall be made up-front.
- 2.3 Membership fees cannot be refunded once they have been paid, unless by agreement with Localis or if Localis does not fulfil its obligations under clause 1.1 above
- 2.4 Payment of membership fees is requested immediately upon receipt of the invoice, unless agreed otherwise

### **3 Termination and the Consequences of Termination**

- 3.1 Either party may immediately suspend Membership by notice in writing to the other party to without liability to the other party:
  - (a) if the other party commits a material breach of any of its obligations which is incapable of remedy; and/or
  - (b) if the other party fails to remedy a breach of its obligations under the Membership Terms which is capable of remedy, or persists in any breach of any of its obligations under the Membership Terms after having been requested in writing by the other party to remedy or desist from such breach within a period of 14 days.
- 3.2 The termination of Membership of any of the Services shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of such termination.
- 3.3 Upon termination of Membership for any reason whatsoever:
  - (a) All obligations under the Membership Terms are cancelled.
  - (b) Membership fees cannot be refunded unless by reason of the terms set out in 2.3.

#### **4 Intellectual Property**

- 4.1 Nothing in these Terms and Conditions shall affect the ownership of any Intellectual Property Rights in existence at the start date of the Membership Period.
- 4.2 Localis alone will own all the Intellectual Property Rights in any material created in connection with membership, and any Member must consult with Localis before reproducing or circulating any such material. However, Localis has no intention of preventing any Member from promoting any material in accordance with the points raised within this document and such consent shall not unreasonably be withheld.
- 4.3 Except as otherwise set out in this document, neither party may use the other's names, trademarks or product brand names in any materials or make any public statements related to the other party, without that party's prior written consent.