

# ORGANISATIONAL MEMBERSHIP AGREEMENT

By applying for organisational Membership of The Institute of Customer Service ("The Institute") you

("The Member") agree to comply with these Regulations.

## 1 Interpretation

1.1. "Member" means the company who is named on this Organisational Membership Agreement and who seeks Membership of The Institute in accordance with these Regulations.

1.2. "Membership" means the period during which the Member is a member of The Institute.

1.3. "Membership Benefits" means the benefits provided by The Institute to the Member without further charge as set out in the literature provided with these Regulations or in other literature (including The Institute's website and electronic communications with the Membership of The Institute) published by The Institute from time to time.

1.4. "Additional Benefits" are benefits, including training and certification, to which Members are entitled on payment of an additional fee.

1.5. "Benefits" means Membership Benefits and Additional Benefits available to a Member taking a Discovery Roadmap Membership Level. Further details can be found here: [Discovery Roadmap Membership](#)

1.6. "The Institute" means The Institute of Customer Service (registered number 3316394) whose registered office is at 4 Gainsford St, London SE1 2NE.

1.7. "Membership Fee" means the sum of (+VAT) payable for the Membership Benefits.

1.8. "Membership Term" means the period of Membership starting on (the "Start Date") and ending months later.

## 2. Benefits

2.1. The Member will be entitled to the Benefits during the Membership Term subject to these Regulations.

2.2. The Institute will use its reasonable endeavours to provide the Membership Benefits within the times notified to Members.

2.3. Additional Benefits will be provided on the terms of a separate contract between the Member and The Institute.

2.4. The Institute may at any time without notifying the Member make any changes to the Benefits which are necessary to comply with any safety or other statutory requirements or which do not materially affect the nature of the Benefits.

2.5. Any other changes or additions to the Benefits or to these

Regulations will be notified to the Member in writing by The Institute by posting a revised version of these Regulations on The Institute's website and informing Members electronically of the changes in advance of those changes taking place.

2.6. The Institute will not change these Regulations in such a way as to extend the Member's obligations in respect of fees payable to The Institute; amend the agreed allocation of Intellectual Property rights; or amend the termination provisions.

2.7. The Member will on request provide The Institute with such information as The Institute may reasonably request, in order to enable The Institute to provide the Member with Benefits.

2.8. The Institute reserves the right to charge the Member any additional costs incurred in undertaking corrective action should the Member fail to provide the requisite information, provide The Institute with incomplete, incorrect, or inaccurate information in order for The Institute to provide the Benefits within the Member's Membership Term

## 3. Membership Term and Payments

3.1. Membership of The Institute is for a period of months from the Start Date. A one-off Registration Fee is due on the Start Date ("Membership Fee")

3.2. The Institute will raise invoices to reflect the Membership Payments due for the Membership Term. Membership will be activated upon the payment of the appropriate invoice within 30 days of the invoice date.

3.3. Before the end of the Member's Membership Period, details of a renewed Membership will be discussed with the Member and agreed.

3.4 The Membership Fees to be provided under this agreement will remain fixed for the Membership Term and will not be subject to any price increases during that time. Upon renewal of the Membership Agreement, the renewal price will be subject to an increase to reflect any annual price rises that have occurred since the start of the Membership Term. The parties acknowledge that such price increases are normal and to be expected in the ordinary course of business.

3.5 Should a Member look to renew or extend their Membership Term during this Agreement, any changes will be agreed under new terms and conditions and be charged at the prevailing Membership rate.

3.6. Renewal of Membership should be agreed at least one month prior to the expiry date of the Member's current Membership to ensure continuity and enable the appropriate invoice and renewal to be processed.

3.7. All charges quoted to the Member for the provision of

Additional Benefits are exclusive of VAT, for which the Member is liable at the prevailing rate, and these must be paid without deduction or set-off.

3.8. Where a Member cancels the booking made for services of The Institute Academy, The Institute reserves the right to charge for any costs incurred or time spent on preparatory development work, research, venue booking and resource allocation. Where open workshops, masterclasses and other one or two-day activities are booked, no refunds will be given however places can be allocated to colleagues within the same organisation.

3.9. The Institute has right to charge the total outstanding balance plus 4% for any late payment for services provided during the Member's Membership period.

3.10. If overdue Membership Payments are not received within 14 days of The Institute requesting them, debt collection proceedings may be commenced, and any fees incurred charged to the Member.

#### **4. Warranties and Liability**

4.1. The Member warrants that all information provided by the Member to The Institute, on the Application for Membership form or otherwise, is true and accurate.

4.2. The Institute warrants to the Member that the Benefits will be provided using reasonable care and skill. Where The Institute uses the services of any agent or third party (such as speakers at events) The Institute does not give any warranty, guarantee or indemnity in relation to those services.

4.3. Except in cases of death or personal injury caused by The Institute's negligence, The Institute will not be liable to the Member by reason of any representation (unless fraudulent or negligent) for any loss of profit or any indirect, special or consequential loss, damage costs, expenses or other claims (whether caused by the negligence of The Institute or its agents or otherwise) which arise out of or in connection with the provision of the Benefits and the entire liability of The Institute under or in connection with the Benefits will not exceed twice the amount of the Membership Fee (in respect of Membership Benefits) or of The Institute's charges for the provision of Benefits (in respect of Additional Benefits), except as expressly provided in these Regulations. This warranty is in lieu of all other terms, conditions, and warranties, expressed or implied, statutory or otherwise, and any other liabilities whatsoever and howsoever arising.

4.4. The Institute will not be liable to the Member or be deemed to be in breach of these Regulations by reason of any delay in performing, or any failure to perform, any of The Institute's obligations in relation to the Benefits, if the delay or failure is due to any cause beyond The Institute's reasonable control, and time will not be of the essence for the provision of the Benefits.

#### **5. Termination of Membership**

5.1 If the Member wishes to cancel its Membership, it may do so by informing The Institute of its intention in writing within 10 days of signing this Membership Agreement. Notice should be provided directly to The Institute in writing by letter to the Head of Business Development, The Institute of Customer Service, 4 Gainsford St, London SE1 2NE.

5.2. After the 10 day period has expired, Membership Fees are non-refundable and thereafter Membership may be

terminated with no less than three months' notice.

5.3. This Membership Agreement will run for the Term specified in clause 1.8 and will expire automatically at the end of that Term unless renewed in accordance with clause 3.6.

5.4. Following termination of Membership, the Member will not use The Institute's trademarks, trade names and other distinctive signs ("Institute's Signs") in any way that might convey the impression that the Member remains a member of The Institute or otherwise cause confusion about the relationship of the Member and The Institute and will, on request from The Institute, hand over or destroy (and certify in writing that destruction has taken place) all material bearing any Institute's Signs except where they are granted specific permission to retain use.

#### **6. Insolvency of Member**

6.1. This clause applies in the following circumstances:

6.1.1. The Member makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

6.1.2. An encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Member; or

6.1.3. The Member ceases, or threatens to cease, to carry on business; or

6.1.4. The Institute reasonably believes that any of the above events is about to happen and notifies the Member accordingly.

6.2. If this clause applies then, without limiting any other right or remedy available to The Institute, The Institute may cancel the Contract or suspend Membership, including access to its website and attendance at events and, if Membership Payments are still due, they will become immediately payable notwithstanding any previous agreement or Regulations.

#### **7. Data Protection**

7.1. The Institute will process personal data of the Member or its employees in accordance with its data protection policy a copy of which can be found here:

[Data Protection Policy](#)

The data to be processed under this agreement is contained in the data processing schedules found here:

[Data Processing Schedule](#)

Changes to these policies will be posted on The Institute's website.

#### **8. Intellectual Property**

8.1. All intellectual property rights in all materials, services, products owned, created or provided by The Institute as part of the Membership Benefits shall at all times belong to and shall remain vested in The Institute and the Member shall obtain no intellectual property rights whatsoever, save where the Member has developed bespoke materials or services for use internally to the Member's business ("Bespoke Products"); in such cases all intellectual property rights in the Bespoke Products shall vest in the Member.

8.2. The Member is permitted as part of its Membership Benefit to make use of the supplied Institute Member logo on its website, communications, branding, and publications in line with The Institute's published guidelines.

8.3. The Member is not permitted to use any other Institute logo without written consent from The Institute

## 9. General

9.1. Notices to The Institute are to be sent to the registered address. Notices to the Member will be sent to the address on the application form unless The Institute is otherwise informed in writing.

9.2. No failure or delay by either party in exercising any of its rights under these Regulations will be deemed to be a waiver of that right, and no waiver by either party of any breach of these Regulations by the other will be considered as a waiver of any subsequent breach of the same or any other provision.

9.3. If any provision of these Regulations is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Regulations and the remainder of the provision in question will not be affected.

9.4. English law will apply to this agreement, and the parties agree to submit to the jurisdiction of the English courts.

9.5. Organisational Membership of The Institute is corporate. An agreed number of approved employees and representatives can enjoy the Membership Benefits, including access to The Institute's website.

9.6. Membership allows the Member's approved personnel to access certain areas of The Institute's website and digital

platforms. Upon determination of Membership, access to the Institute's website and digital platforms will be withdrawn.

9.7. As a Member of The Institute, the Member is expected to always maintain professional ethics.

This includes not soliciting to entice away from The Institute members where it impacts on their services offered through their Membership entitlement.

9.8. The Institute understands that email marketing is a useful tool: however, Members are requested to keep email marketing to other members to a minimum and to include an 'opt- out' facility on every email. The Institute reserves the right to suspend Membership in the event of proven complaints, and such complaints would constitute a breach of these Regulations.

9.9. As a Member of The Institute, the Member agrees to conduct themselves in a professional and business-like manner, always treating other members with respect. If The Institute should receive a complaint about any Member's behaviour, it reserves the right to suspend Membership. Such complaints would constitute a breach of these Regulations.

9.10. Membership of The Institute is at the sole discretion of The Institute, and it reserves the right to refuse or revoke Membership.

9.11. Membership of the Institute is a joint commitment based upon The Institute Principles and Promises which can be found here: [Principles and Promises](#)

Signing this document confirms that the Member agrees to the terms and conditions of Membership offered by The Institute (as stated above).

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|------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| <b>Signed on behalf of:</b><br><br>I agree to the terms set out in this Agreement.             | <b>Signed on behalf of:</b><br><br>The Institute of Customer Service<br><br>I agree to the terms set out in this Agreement. |
| Full Name:.....<br><br>Job Title:.....<br><br>Signature: .....<br><br>Date of signature: ..... | Full Name: .....<br><br>Job Title: .....<br><br>Signature: .....<br><br>Date of signature: .....                            |