

Organic UK Campaign – Terms and Conditions

This page (together with the documents referred to on it) tells you the terms and conditions on which a pledge in support of the Organic UK Campaign (“**Pledge**”) is made by you and accepted by us, (“**Pledge Scheme**”) as shown on our website www.organicuk.org (“**our website**”) or available on request. Please read these terms and conditions carefully before making a Pledge. You should understand that by making a Pledge, you agree to be bound by these terms and conditions.

You should print/retain a copy of these terms and conditions for future reference.

1 Definitions

“**Organic UK Campaign**” means the proposed UK campaign to be co-ordinated by Sustain to encourage the consumption of organic farming products, to enhance consumer awareness of labelling of organic products and to provide information on the benefits of organic farming, subject to the Organic UK Bid being successful.

“**Organic UK Bid**” means the application by Sustain to the Rural Payments Agency under the Internal Market Promotions Scheme for EU match funding in relation to the Organic UK Campaign.

“**Internal Market Promotions Scheme**” the European scheme governed by Council Regulations (EC) 2092/91, (EC) 834/2007 and (EC) 3/2008 and Commission Regulation (EC) No. 501/2008.

“**Successful**” means when Sustain is notified by the Rural Payments Agency and/or Defra that the EU Commission has confirmed that the Organic UK Bid has been selected as suitable and that it will receive EU match funding.

2 Information About Us

Sustain: the alliance for better food and farming, a charitable company registered in England and Wales with company number 02673194 and charity number 1018643 whose registered office is situated at 94 White Lion Street, London N1 9PF (“**we**”) email: organics@sustainweb.org.

3 Your Status

By making a Pledge, you warrant that you are legally capable of entering into binding contracts. Where the Pledge is made on behalf of a company or organisation, you warrant that you have the express authorisation of such company or organisation to enter into binding contracts on its behalf.

4 How The Contract Is Formed Between You And Us

4.1 Your Pledge constitutes an offer to us to pay a sum or sums of money (“**Pledge Amount(s)**”) subject to the Organic UK Bid being successful. All Pledges are subject to acceptance by us, and we will confirm such acceptance to you in writing. The contract between you and us (“**Contract**”) will only be formed when we send you the confirmation of acceptance in writing.

4.2 Pledges must be made on the appropriate form available from us. Incomplete, illegal, and misdirected Pledge Forms will not be accepted and we take no responsibility for Pledges incomplete or lost for technical reasons or otherwise.

4.3 We reserve the right to refuse any Pledges at our discretion.

5 Benefits

5.1 Subject to these terms and conditions, and the Organic UK Bid being successful, we will provide to you with one or more of the benefits set out below ("**Benefits**"). The Benefit(s) you are entitled to will depend on the Pledge Amount you agree to pay under the Contract in accordance with the Benefits Table as shown on our website.

5.2 The Benefits are:

- Credit on the Website – this means that your personal name, company or organisation name will be published on the Website to show your support for the Organic UK Campaign, provided you have consented that we do so.
- Use of the campaign name – this means that we will expressly licence you on a non-exclusive basis to use the Organic UK name on your personal or commercial promotional material, including your website, electronic communications and paper materials.
- Say in the campaign – this means that those who have pledged over £25,000 per year for three years may, at the discretion of Sustain, be invited to sit on a marketing sub-group and will deliver the marketing campaign through a selected marketing agency. This group may also be consulted for opinions and feedback on such aspects of the campaign as we deem appropriate.–We reserve the right not to consult you on any aspects of the campaign at our absolute discretion. You are not under any obligation to provide such opinions or feedback to us if you do not wish to do so.

5.3 The Benefits will commence once the Contract has been formed in accordance with the Contract.

5.4 We shall not be prevented from granting any Benefits to any other persons at our discretion.

5.5 In the event that for whatever reason we are unable to deliver any of the Benefits, we may at our discretion substitute alternative benefits but we make no warranties or guarantees as to such benefits (if any) provided as a substitute.

6 Pledge Amount and Payment

6.1 You must insert the Pledge Amount(s) on the Pledge Form.

6.2 Payment of all Pledges must be by cheque or payment directly into the Organic UK campaign bank account.

6.3 Subject to receiving prior notification from us that the Organic UK Bid has been successful, you agree to pay the Pledge Amount(s) promptly on the dates specified in the Pledge Form or such other dates agreed between you and us. If the Pledge Amounts are not paid on the dates specified in the Pledge Form or other agreed dates they must be paid promptly within 5 days of written demand by us or our agents.

7 Agreement

You agree with us that:

- you will pay the Pledge Amount(s) in accordance with clause 6;
- you will use any Benefit(s) granted at all times in a manner consistent with the good name, goodwill, reputation and image of the Organic UK Campaign and will not use or allow such Benefit(s) to be used at any time to discredit the same;
- you will abide by and work with the Organic UK Campaign office and their reasonable requirements;
- that the Benefits provided are personal and not transferable, not exchangeable and shall not be sold, assigned or transferred and shall not be purchased or obtained from or through any person otherwise than directly from us;
- that you shall neither use nor permit the Benefits to be used other than in a proper and lawful manner and will neither cause nor permit any disruption or any nuisance, annoyance or inconvenience to us and shall at all times comply with and shall procure that your employees and other representatives comply with these terms and conditions, and such other rules and regulations as we shall from time to time make for the control, order or regulation of the Organic UK Campaign as a whole, and all other applicable laws and regulations;
- we will run the Organic UK Campaign in our absolute discretion and we may or may not seek or take into account your views and opinions as to how the Organic UK Campaign is run;
- we have the right to remove or require removal of any material which in our opinion is not suitable or is objectionable or incompatible with the Organic UK Campaign;
- if you fail to comply with your obligations, we may forthwith on notice given in writing to you terminate the Contract forthwith and the Benefits granted and with no other obligation or liability to you in respect of such termination.

8 Our Liability

8.1. We do not accept any responsibility for any damage, loss, injury or disappointment suffered by you whether as a result of making a Pledge, entering into a Contract or as a result of accepting or failure to accept or use any of the Benefits.

8.2. We shall have no liability for the acts or omissions of you, your employees, agents or representatives.

9 Internal Market Promotion Scheme

Contracts formed in accordance with these terms and conditions are also subject to the terms and conditions of the Internal Market Promotion Scheme.

10 Disputes

Any dispute, difference or question arising in relation to Pledges, a Contract, the Pledge Scheme or these terms and conditions shall be determined by us in our absolute discretion.

11 Written Communications

11.1 Applicable laws require that some of the information or communications we send to you should be in writing. You accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

11.2 You are required to notify us in writing at the postal or email address listed in clause 2 above in the event of any changes to your contact details.

12 Transfer Of Rights And Obligations

12.1 The Contract between you and us is binding on you and us and on our respective successors and assigns and personal representatives.

12.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior consent.

12.3 We may transfer, assign, charge or sub-contract a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

13 Events Outside Our Control

13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control.

14 Indemnity

You, for yourself and all those for whom you are directly or indirectly responsible, will indemnify us, our officers, employees, agents, representatives and sub-contractors and will hold harmless from and against all costs and expenses of whatever nature, actions, proceedings, claims, demands and damage made against or caused against us, our officers, employees, agents representatives and subcontractors arising from any breach of or from

failure to abide by your obligations to us or from any act or omissions on your part and/or those for whom you are responsible.

15 Waiver

Failure to enforce any of these terms and conditions shall not be deemed or construed to be a waiver of such term or condition at the relevant time or for the future or for any subsequent breach thereof.

16 Severability

If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

17 Entire Agreement

17.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

17.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

17.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

18 Our Right To Vary These Terms And Conditions

18.1 We have the right to revise and amend these terms and conditions from time to time.

18.2 You will be subject to the terms and conditions in force at the time that you make a Pledge to us, unless any change to these terms and conditions is required to be made by law or governmental authority (in which case it will apply to any Pledges previously made by you).

19 Intellectual Property

19.1 Subject to clause 2, use of the Organic UK Campaign name and any reference to or use of the Organic UK Campaign shall be appropriate in our opinion. All intellectual property rights arising from or in relation to the Organic UK Campaign name and/or the Organic UK Campaign are vested in and remain vested in us.

19.2 Any name and company logo which is to be published or circulated by us in connection with the Organic UK Campaign shall be appropriate and subject to our prior approval.

20 Data Protection

We reserve the right to use your name and logo, if applicable, in any campaign publicity, provided you have given consent for us to do so. For the avoidance of doubt your personal data will be used solely in accordance with current applicable data protection legislation and will not be disclosed to a third party without your prior consent, unless we are compelled to do so by law, or in response to a valid, legally compliant request by any law enforcement agency or government authority.

21 Relationship

Nothing in these terms and conditions shall be construed as creating an association, partnership, joint venture, or relationship of agency or employment between you and us.

22 Law And Jurisdiction

Contracts and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) and these terms and conditions will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales.