

# IMMERSE UK MEMBERSHIP TERMS AND CONDITIONS

**Please read these terms and conditions carefully before choosing to become a member of Immerse UK.**

**We recommend that you print a copy of these terms for future reference.**

These T&Cs apply to Immerse UK members who do not upgrade to Premium Membership, payment terms will not change but all other terms apply.

## **TERMS OF MEMBERSHIP**

This document sets out the Terms upon which Knowledge Transfer Network Limited will provide membership of the Immerse UK to you.

By registering as an Immerse UK member, you confirm that you accept these terms and that you agree to comply with them.

If you do not agree to these terms, you must not become an Immerse UK member.

## **INFORMATION ABOUT US**

<https://www.immerseuk.org/> is a website owned and operated by Knowledge Transfer Network Limited ("We").

We are registered in England and Wales under company number 08705643 and have our registered office at Suite 218, Business Design Centre 52 Upper Street, Islington, London, England, N1 0QH.

## **MEMBERSHIP AND MEMBERSHIP FEES**

You may apply to become an Immerse UK member by submitting your personal details to us, including your name, email address and phone number and other information which is necessary for the purposes of granting and maintaining your membership. We expressly reserve the right to refuse, cancel, withdraw or suspend membership to you for any reason at any time.

There are three categories of membership. Our membership fees are calculated based on category of membership, these are as follows:

Category of Membership	Membership Fee	Membership duration
Individual members	£99 yearly fee & VAT	12 months
Company members	£499 yearly fee & VAT	12 months

The membership fee may be subject to change annually. Any proposed increase in the membership fee shall be notified to you.

#### SUPPLY OF MEMBERSHIP SERVICES

We shall at our sole discretion provide the following membership services to Immerse UK members:

<b>Membership Benefits</b>	<b>Premium Individual £99+VAT*</b>	<b>Premium Corporate £499+VAT*</b>
Listing in the Directory	✓	✓
Showcasing up to 2 of your projects in the Directory	✓	✓
Showcasing up to 6 of your projects in the Directory		✓
Multiple logins (up to 5 user licences)		✓
Monthly members-only newsletter with latest funding round-ups, international & national events and exclusive offers	✓	✓
Finding and connecting to potential collaborators, customers and researchers	✓	✓
Free access to Immerse UK industry events	✓	✓
Members-only webinars on funding, business support, industry expert insights & UK research	✓	✓

Finding immersive projects on the R&D Projects Board	✓	✓
Discounts on partner events	✓	✓
Free general and commercial legal guidance (from Sheridans)		✓
Exclusive discounts on accountancy, insurance and training		✓
Discounted bespoke Innovation Programme for your company		✓

#### **CONTRACT TERM AND PAYMENTS**

Your membership will commence from the payment of the first membership fee and will continue for an initial period of 12 months and subsequent 12 months periods unless your membership is cancelled in accordance with these terms and conditions.

Membership fees are to be paid upfront via monthly direct debit (via Stripe). In the event of a failed direct debit payment, we reserve the right to temporarily suspend your membership until payment is made.

At the end of each membership year, you will be invited to renew your membership. You will be able to renew your membership by paying the membership fee for the next contact term.

#### **CANCELLATION POLICY**

If you are an individual member and you are unhappy with your membership and wish to refund the membership fees, you can write to us at [enquiries@immerseuk.org](mailto:enquiries@immerseuk.org) within 14 days of receipt of your membership confirmation email and we will refund your membership fee.

If you are a company member or a founder member, a minimum of twelve months membership is required before cancellation. Should you wish to cancel membership before the minimum twelve months, you will be required to complete full payment for the period of twelve months membership.

Within a reasonable time prior to the expiry of each 12 months membership period, we will send you a renewal notice by e-mail ("Renewal Notice") notifying you that the

current membership period is approaching expiry and that your membership will be automatically renewed at the end of the relevant 12 month period. The Renewal Notice will quote the relevant date of renewal and the amount of the further membership fee.

In the event that you wish to cancel your membership, you must send notice in writing to us (which may be by e-mail) requesting cancellation no later than 30 working days prior to the end of the current membership period, upon receipt of which:

- we will cancel your membership;
- no further membership fee will be debited; and
- this agreement will immediately terminate.

If you choose to leave Immerse UK, you should inform us of your decision before the end of that current year's membership. Benefits of membership will be removed on the last date of that year's membership including event attendance and any other benefits of membership available at the time of cancellation.

In order for these benefits to be reinstated, membership must be reactivated and due membership fees paid.

## **WARRANTIES**

You warrant to us that you will:

1. use your [membership and any associated benefits in a responsible manner and in accordance with standards equivalent to best practice in the industry subject to these terms and conditions;
2. not use any online access to your membership in a manner not envisaged by these terms and conditions or in a way which may bring us into disrepute;
3. conform to all internet protocols and standards from time to time applying to our website;
4. when posting or uploading data, text images, benefits, code information, logos, icons and all other material onto the member's section on our website to ensure such is not incorrect, defamatory, obscene or otherwise illegal or infringing on the intellectual property rights of any third party;
5. not use your membership for illegal activities;
6. not use your membership to send threatening or derogatory messages;
7. not use your membership to send unsolicited bulk messages.

Any breach of these warranties will entitle us at our discretion to cancel your membership and/or invalidate or suspend your login without notice.

## **INDEMNITIES**

You will fully indemnify and keep us indemnified against all losses and damages caused by any breach of the above warranties by you and in the event of any claim or legal proceedings brought/threatened against us by a third party as a result of your actions.

## **EVENTS**

You must book ahead of the event you wish to attend. Prior booking is a prerequisite of admittance. Where no booking is made, entry cannot be guaranteed.

All bookings must be made through our online booking system. Where payment is required, payment is confirmation of attendance. [Where bookings are made and accepted and a payment arrangement is allowed on the day, you accept full liability in the event you do not attend. We will invoice for the agreed payment and seek settlement by return.]

Cancellations and refunds are only accepted when made at least [48 hours] before the event organised by us and/or where cancellations are allowed at the events organised by third parties. In such circumstances, we will attempt to offer a full refund or transfer the booking to another event of your choice. All refunds and transfers are at our sole discretion.

We reserve the right to reschedule or cancel any of our events. This also applies to any third party events. Prior notice will be provided at the earliest opportunity, and you are guaranteed the invitation to attend the event when reorganised during the term of your membership.

Our events are subject to content and key speaker change without notice.

## **CHANGES TO THESE TERMS**

We may revise these terms of membership at any time by amending this page.

Please check this page from time to time to take notice of any changes as they are binding on you.

## **CHANGES TO OUR WEBSITE**

We may update our website from time to time, and may change the content at any time.

We do not guarantee that our website, or any content on it, will be free from errors or omissions.

#### **ACCESSING OUR WEBSITE**

We do not guarantee that our website will always be available or be uninterrupted. Access to our website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our website without notice. We will not be liable to you if for any reason our website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our website.

You are also responsible for ensuring that all members who access our website through your internet connection are aware of these terms of membership and that they comply with them.

#### **INTELLECTUAL PROPERTY RIGHTS**

The IMMERSE UK is a UK registered trade mark of Knowledge Transfer Network Limited (No. 3246686).

We are the owner or the licensee of all intellectual property rights in our website and in the material published on it. All rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our website for your personal use and you may draw the attention of others within your organisation to content posted on our website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status and that of any identified contributors as the authors of content on our website must always be acknowledged.

If you print off, copy or download any part of our website in breach of these terms of use, your membership will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### **NO RELIANCE ON INFORMATION**

The content on our website is provided for general information only. It is recommended that you obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our website.

Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or up-to-date.

#### **LIMITATION OF OUR LIABILITY**

Nothing in these terms of membership excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our website or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our website; or
- use of or reliance on any content displayed on our website.

If you are a company member, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the information on our website which has been provided by other members. We will not be liable for any loss or damage that may arise from your use of this information.

We assume no responsibility for the content of websites linked on our website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

#### **UPLOADING CONTENT TO OUR WEBSITE**

Any content you upload to our website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and the members a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you licence to us are described in the next section (Rights you licence).

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our website constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our website.

The views expressed by other users on our website do not represent our views or values.

#### **RIGHTS YOU LICENCE**

When you upload or post content on our website, you grant us and our members a non-exclusive indefinite licence to use the information in accordance with these terms of membership and in howsoever way we deem fit in order to improve and enhance the use and effectiveness of our website.

#### **VIRUSES**

We do not guarantee that our website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our website. You should use your own virus protection software.

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence



under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

#### **LINKING TO OUR WEBSITE**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our website in any website that is not owned by you.

Our website must not be framed on any other website, nor may you create a link to any part of our website other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on our website other than that set out above, please contact [enquiries@immerseuk.org](mailto:enquiries@immerseuk.org)

#### **THIRD PARTY LINKS AND RESOURCES IN OUR WEBSITE**

Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those websites or resources.

#### **TERMINATION**

We may terminate this agreement and invalidate your login at any time upon notice in writing (which may be by e-mail) to you in the event of any breach by you of the provisions of these terms and conditions.

We may also terminate this agreement in the event you deliberately misuse our website.

On termination, all content accessible via your login on our website will be immediately deleted from our website and your login will be cancelled.

If this agreement is terminated by reason of your breach, the membership fee paid to us by you shall be non-refundable.

#### **APPLICABLE LAW**

If you are a consumer, please note that these terms of membership, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

#### **ASSIGNMENTS**

You are not permitted to assign any rights or obligations in your membership without our express consent. Should you wish to transfer your membership to another individual within your organisation please write to [enquiries@immerseuk.org](mailto:enquiries@immerseuk.org)

We may however transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms of membership without notifying you or obtaining your consent.

#### **EXCLUSION OF THIRD PARTY RIGHTS**

No part of these terms of membership shall be enforceable under the Contract (Rights of Third Parties) Act 1999 by a third party.

#### **SEVERANCE**

If any provision or part-provision of these terms of membership is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph shall not affect the validity and enforceability of the rest of the terms of membership.

If any provision or part-provision of these terms of membership is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so

that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

#### **CONTACT US**

To contact us, please email [enquiries@immerseuk.org](mailto:enquiries@immerseuk.org)

Thank you for becoming an Immerse UK member.