

Book Industry Communication Limited

Terms and Conditions for Membership

1 Definitions

In these Terms and Conditions, the following expressions shall have the following meanings unless the context otherwise requires:

“Associate Member”	means a Library that has paid the Associate Membership Fee
“Associate Membership”	means the of subscription to Book Industry Communication Limited only available to Libraries.
“BIC”	means Book Industry Communications Limited
“BIC Board”	means the Board of Directors of Book Industry Communications Limited
“BIC Committees”	means the Digital, Metadata, Library and Physical committees
“BIC Member”	means an organisation that has paid the BIC Membership subscription fee “you” “your”
“BIC Membership”	means the of subscription to Book Industry Communication Limited
“Corporate Representative”	means the individual representing the BIC Member organisation at BIC’s General Meetings
“Eligibility Criteria”	means the criteria that must be met in order for an organisation to be considered eligible for BIC Membership
“Members”	means both Associate Members and BIC Members
“Membership”	means the of subscription to Book Industry Communication Limited for both Associate Members and BIC Members
“Subscription Fee”	means the annual fee paid by an Associate Member or a BIC Member for their relevant membership.
“Terms”	means the terms and conditions between you and Book Industry Communication Limited a company registered in England with a company registration number of 02589185, whose registered address is 7 Ridgmount Street, London, W1E 7AE

- 1.1. These Terms supersede any representations, documents, negotiations or understandings, whether oral or written, made, carried out or entered into before the date of receipt of these Terms, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

2 Eligibility and Membership

2.1 Membership will be subject to the Eligibility Criteria as set out below:

- 2.1.1 Your organisation must be: an organisation concerned with the UK book supply chain; operating within and/or with the UK book industry; trading with and/or within the UK and you should ideally have at least one UK representative who would be able to attend BIC meetings/events (meetings will be held online and in person).

2.2 These Terms will apply to:

- 2.2.1 your Membership; and
2.2.2 to your organisation’s use of benefits provided by BIC.

2.3 Application via Appendix 1 then payment of the invoice for Subscription Fees constitutes acceptance of these Terms.

2.4 Upon receipt of your Subscription Fees, Membership applies to your organisation, as listed in Appendix 1 of these Terms only, and in the country or countries listed in Appendix 1 of these Terms; in those cases where a Member owns multiple businesses the Membership applies only and exclusively to those businesses named and defined in Appendix 1 of these Terms. If



organisational changes occur following the payment of the Subscription Fee, then this may affect the applicable subscription rate payable for the following year of Membership.

3 Subscription

- 3.1 BIC Membership is open to any organisation meeting the Eligibility Criteria operating in the book industry.
- 3.2 Save for any exceptions under law, the Subscription Fee once paid is not refundable under any circumstances.
- 3.3 Associate Membership is only open to Libraries.
- 3.4 Organisations operating in the book industry include but are not limited to: Booksellers (including retailers, independent bookshops wholesalers, library suppliers and online retail organisations), Printers, Publishers, Content creators, Content distributors, Libraries, Distributors, Service Providers, System Vendors, Data Aggregators, Shippers. and Trade Organisations.
- 3.5 Membership commences only upon receipt by us of your non-refundable Subscription Fee. Details of Subscription Fees are always made publicly available on the BIC website.
- 3.6 BIC Membership runs from 1st April of the year in which the Subscription Fee is paid until the end of March the following year. Should your organisation want to become a BIC Member part way through the subscription year, the Subscription Fee will be invoiced on a pro-rata basis.
- 3.7 Associate Membership runs from 1st September of the year in which the Subscription Fee is paid until the end of August the following year. Should your organisation want to become a BIC Member part way through the subscription year, the Subscription Fee will be invoiced on a pro-rata basis.
- 3.8 Subscription Fees as published on the BIC website may be subject to annual changes and BIC reserves the right to make such changes. Should changes be made to the Subscription Fees rates, BIC will notify its current Members at least one month before payment of the Subscription Fee is due.
- 3.9 Your organisation's Membership shall commence on the date that you are notified by BIC that it has received your Subscription Fee and accepted you as a Member, and shall continue until the end of that subscription year. At the end of the subscription year, it shall be renewed automatically and the yearly Subscription Fee will be due, unless you have contacted us in advance to cancel in accordance with the conditions specified in Sections 4.3 and 4.4
- 3.10 We aim to process your Membership application within 10 (ten) working days of receipt of your application, and will contact you via the email address you provide with your application to confirm receipt and issue an invoice for subscription. Payment of our invoice should be made within 30 (thirty) days of the invoice date. Failure to do so may result in your application being cancelled.
- 3.11 Acceptance of your organisation as a Member is at BIC Board's sole discretion, and will be based on the details you submit with your application.
- 3.12 If your organisation is accepted as a Member you must provide in writing to the BIC Board details of who you wish to be your Corporate Representative at all General Meetings of the Members. It is your organisation's responsibility to ensure BIC is kept updated with regards to any changes to your Corporate Representative.
- 3.13 A Corporate Representative may be changed by delivering to the BIC Executive Director in writing the details of the new Corporate Representative and must state that the previous Corporate Representative no longer has the authority to act on your behalf.
- 3.14 The BIC Board has the right to veto any proposed Corporate Representative of a new Member for any reason.

- 3.15 BIC reserves the right to refuse your application for BIC Membership:
 - 3.15.1 in the event that you fail to comply with these Terms; or
 - 3.15.2 in the event that the annual turnover information you have supplied for your organisation is shown to be incorrect.
 - 3.15.3 if, upon review of your application, we decide not to process it, taking into account the Eligibility Criteria.
- 3.16 In the event that your application for BIC Membership is refused, you have the right to appeal the BIC Board's decision in writing by email to BIC's Executive Director at info@bic.org.uk BIC's Executive Director will arrange for your appeal to be reviewed by the Board.
 - 3.16.1 the final decision regarding any appeal will be the Board's.
- 3.17 A refusal for an application in a membership year does not preclude an application to become a Member in the next subscription year.

4 Cancellation of Membership

- 4.1 BIC reserves the right to terminate your BIC Membership, by immediate written notice to you, without refund of the Fee, in the event that:
 - 4.1.1 you breach any of these Terms;
 - 4.1.2 you fail to pay your Subscription Fee; or
 - 4.1.3 you commit any act which in BIC's reasonable opinion is inconsistent with your continued association with BIC or which may directly or indirectly have an adverse effect upon the reputation of BIC or any of its associated entities.
- 4.2 Your organisation may cancel its Membership, in which event your organisation's name will be removed from BIC's website, and all member benefits will cease. However, please note, the Subscription Fee paid for the year in which you cancel is non-refundable once your Membership has been accepted by BIC.
- 4.3 If you are an existing BIC Member and do not wish to continue your membership for the following year, we request that you notify us no later than 2 calendar months before 1st April.
- 4.4 If you are an existing Associate Member and do not wish to continue your membership for the following year, we request that you notify us no later than 2 calendar months before 1st September.

5 Membership Benefits

- 5.1 With the exception of membership and trade organisations (see 4.2), Member benefits apply to all staff/employees of the organisation (in the country agreed upon application) joining BIC.
- 5.2 In the case of membership and trade organisations that join BIC, benefits apply only to the staff/employees of the organisation. BIC benefits are not extended to the members of the organisation.
 - 5.2.1 Members of these organisations may, on occasion, be offered a "Friends of BIC" discount rate for tickets to events and training. This tier of discount falls between full member discount, and the non-member (i.e. zero discounted) rate.
- 5.3 If your Membership is accepted, in consideration of the Subscription Fee (as outlined in clause 3) we shall provide you with the following benefits:
 - 5.3.1 Generous discounts on all paid-for events and training courses run by BIC throughout the year.



- 5.3.2 A copy, sent by email, of any industry reports or standards created by BIC in advance of them appearing on www.bic.org.uk. You are required to keep such reports and their contents confidential (until they are published by BIC and come into the public domain through no act or default by you), and you shall not copy them or disseminate them to any third party without prior written consent from BIC.
- 5.3.3 As a Member your organisation is eligible to apply a representative sit on BIC's Committees. Applications are subject to approval by BIC and the relevant BIC Committee. Terms and conditions for sitting on BIC Committees apply. Any representative that your organisation nominates should be made aware of and agree to abide by the Terms of Reference associated with the committee(s) of interest.
- 5.3.4 Opportunity to advertise vacancies within your organisation for free on the BIC website.
- 5.3.5 Opportunity to advertise your organisation's events for free on the BIC website.
- 5.3.6 Opportunity to share events and news via the members news section in BIC's monthly mailing to members.
- 5.3.7 Opportunity to contribute to and consequently have access to BIC's Metadata Capabilities Directory
- 5.3.8 Participation in and the opportunity to contribute to and influence BIC strategy, projects, workshops and working groups.
- 5.3.9 The right to nominate a director of your organisation or another director of a Member for a seat on the BIC Board.
- 5.3.10 The right for your organisation to vote on proposed appointments to the BIC Board.
- 5.3.11 The right to sign up to receive BIC's monthly members' newsletter "What's Happening?"
- 5.3.12 A link to your organisation's website on the members' page of the BIC website.
- 5.3.13 Opportunity to influence the creation of industry standards and best practices, via collaboration with other BIC members
- 5.3.14 The opportunity to contribute to the BIC Green Hub to showcase what your organisation is doing with regards to the sustainability and the environment within the book industry supply chain.
- 5.3.15 The above benefits are for Members only and cannot be exchanged or transferred by your organisation. You must pay any/all other costs associated and not specifically included with the above benefits, including travel, ticket and accommodation costs. We retain the right to substitute any benefit with another similar benefit or amend the benefits in the event that the original benefits offered are not available.

6 BIC Member obligations

- 6.1 By subscribing to BIC you give to BIC, for the term of your subscription:
 - 6.1.1 Confirmation that you have the right to purchase BIC Membership on behalf of your organisation, and have obtained all necessary consents, permissions and authorisations for you to do so.
 - 6.1.2 Your advocacy – you agree to use your reasonable endeavours to promote BIC within your own organisation and within the book industry in general.
 - 6.1.3 To comply with the current ethos and general principles of BIC.



- 6.1.4 Your organisation's best endeavours to ensure that where your organisation has representatives sitting on BIC committees and/or other BIC groups that these representatives attend all meetings of these committees and/or groups wherever possible.

7 Data Protection

- 7.1 BIC will, at all times, when dealing with data supplied abide by the provisions of the General Data Protection Regulation 2016/679 ("GDPR 2018").
- 7.2 BIC will collect certain of your personal data ("Data") for the purposes of processing your membership application, administering your BIC Membership and providing you with the benefits, and you consent to the processing and use of your Data for those purposes and any other purposes expressly agreed by you in the course of your BIC Membership. Your Data will be stored as long as is reasonably necessary for these purposes. Please refer to our Privacy Policy [here](#).

8 Events Beyond our Reasonable Control

- 8.1 BIC will not be liable for any failure or delay in performing our obligations resulting from any cause beyond BIC's reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond BIC's reasonable control.

9 Liability

- 9.1 Notwithstanding anything else in these Terms, the aggregate liability of BIC to you under or in connection with these Terms, whether arising from contract, negligence or otherwise, shall be limited to the Subscription Fee and BIC shall not be liable for any indirect, consequential or special loss and/or loss of profits, pain and suffering or emotional distress arising out of or in connection with the BIC Membership. Nothing in these Terms shall limit or exclude either party's liability arising from death or injury to persons, or any other liability that cannot be limited or excluded by law.

10 No Waiver

- 10.1 No failure or delay by either party in exercising any rights under these Terms means that a party have waived that right, and no waiver by either party of a breach of any provision of these Terms means that a party will waive any subsequent breach of the same or any other provision.

11 Severance

- 11.1 If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

12 Law and Jurisdiction

- 12.1 These Terms and any relationship (whether contractual or otherwise) shall be governed by, and construed in accordance with the laws of England & Wales.
- 12.2 Any dispute, controversy, proceedings or claim relating to these Terms or the relationship between you and BIC (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales.



Appendix 1 – Member Details

Name of Organisation applying for Membership

Name of any other business owned by the
Organisation that the Membership will apply to if any:

The country the Membership will apply to:

