



Terms and Conditions for Project Participation Fee for Non-Members

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16 August 2024 Version 1.0

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Terms and Conditions:

Summary

BIC operates five strategic committees covering the breadth of the book industry supply chain as follows:

- Physical Supply Chain Committee
- Digital Supply Chain Committee
- Metadata Supply Chain Committee
- Libraries Committee
- Green Supply Chain committee.

Each committee is charged with anticipating and addressing key supply chain issues in its respective area and where appropriate, calling into action projects to address.

Historically only representatives from the BIC Membership have been permitted to participate in these projects.

These Terms and Conditions lay out the conditions under which representatives from non-BIC member organisations are permitted to participate in BIC projects only. A BIC project is distinct from a BIC initiative, committee, board, panel, review group or National Group and is defined for the purpose of this document as a distinct piece of work with identified deliverables, timeline(s), and budget as laid out in a project brief document. Before any BIC project begins, its project brief will have been signed off by BIC's Executive Director and the relevant BIC committee(s).

The Project Fee

Participation in BIC projects by representatives of non-member organisations will be permitted for the duration of a project only upon receipt of full payment of the following fee:

£1,200.00 plus 20% VAT per project.

Payment in full will need to be received before any project participation can be permitted. Project participation will only be permitted when:

1. Confirmation in writing is issued by BIC's Executive Director to the organisation wishing to participate. BIC's Executive Director shall only grant this upon confirmation of receipt of full payment.
2. Payment in full of the project fee is received into BIC's bank account.

Where a new project brief is drawn up for the continuation/review of a prior project the new project brief will be considered as the start of a brand-new project and will attract a new Project Fee.

Timing of the Payment of the Fee

The payment should be received in full into BIC's bank account ahead of the project start date. It is the sole responsibility of the non-member organisation to ensure that payment is made to BIC's bank account in a timely manner ahead of the project start date. However, should the payment be received late, project participation will still be permitted, but only after confirmation of receipt of funds has been confirmed with BIC's Executive Director. There will be no refunds/discounts offered or made for the consequences (i.e. a delay in project participation) of late payments.

A non-member organisation wishing to participate in a BIC project partway through the project will need to pay the same flat rate fee. There will be no discounts offered or made for joining partway through a project.

Benefits of the Project Fee

Payment of the above fee by the non-member organisation permits one consistent representative only from the non-member organisation to participate in one named BIC project only and for the duration of that one named project only. Should an organisation wish to have more than one person participate in the same project, another further project fee will need to be paid. No more than 2 participants from the same non-member organisation are permitted on any one BIC project.

The project fee grants access to only one specific project. It cannot be transferred to other projects or used by the non-member organisation to change to a different project(s). It is a one fee-one project basis only.

A non-member organisation wishing to participate in two projects (or example) will need to pay the project fee x 2.

The project fee does not include BIC membership.

The project fee does not include any benefits or privileges associated with BIC membership – neither for the duration of the project nor thereafter.

Payment of the project fee cannot be used as part payment towards (nor transferred in any way under any circumstances to contribute towards) the relevant BIC membership fee.

Payment of the project fee does not impart any sponsorship, copyright, intellectual property, or ownership rights of any description of any of the outcomes or outputs of the project under any circumstances.

Refunds

Once the project fee has been paid, no refunds are permitted under any circumstances.

If after the project fee has been paid, the non-member organisation decides to engage minimally or not at all with the project no refunds or discounts will be offered or given under any circumstances.

It is the non-member organisation's sole responsibility to ensure that their representative is adequately engaged with the project and attending all required meetings.

BIC takes no responsibility for proactively informing the non-member organisation if their representative is not attending meetings or not contributing to the project.

Project Meetings: Scheduling and Conduct of Participants

All BIC project meetings will be arranged by BIC based on the availability of the majority of the members of the project group. This means that most project meetings will be arranged by BIC at a date and time that suits most but not all of the project group. It is not always possible to arrange meetings at a date and time that suits all members of the project group.

Project participants are expected to familiarise themselves with and remain compliant with our BIC member [Competition Law Policy](#) at all times.

Project participants are not permitted to use any BIC meetings to overtly advertise or promote their services. This also applies to non-member organisations participating in BIC projects. Should BIC receive any complaints of this happening a warning will be issued in writing to the relevant organisation's project participant. Should BIC receive subsequent reports of this still happening, the right to participate in the BIC project in question any further will be revoked immediately, without refund of the project fee.

Project Actions

Being a BIC project participant requires active contribution to the project. This may include actions, homework, research, and collaboration with other members of the project group and/or colleagues within the participant's own organisations. It is the project participant's responsibility to ensure that this work is conducted in a timely manner to not adversely affect the timeline/budget of the project.

Small Non-member Independent Booksellers

Small non-member independent booksellers that are member of The Booksellers Association (by prior arrangement between BIC and The BA) are not currently required to pay a project fee. They will be suggested by The BA to BIC and approached by BIC separately.

Refusal of Project Participation

BIC reserves the right to refuse any applying non-member organisation the right to participate in any BIC project without explanation. Under these circumstances the invoice for the project fee will not be issued.

Obligations to BIC

The signatory of these Terms and Conditions gives to BIC, for the term of the named BIC project:

1. Confirmation that they have the right to authorise payment of the project fee on behalf of the non-member organisation, and have obtained all necessary consents, permissions, and authorisations to do so.
2. Their organisations' advocacy – agreement to use reasonable endeavours to promote BIC within their own organisation and within the book industry in general.
3. Their organisation's agreement to comply with the current ethos and general principles of BIC.
4. Their organisation's best endeavours to ensure that their organisation's representative sitting on a named BIC project will attend all meetings of the named project wherever possible.

Cancellation of Project Participation

BIC reserves the right to terminate the non-member organisation's project participation by immediate written notice, without refund of the project fee, in the event that:

1. these Terms are breached by the non-member organisation; or
2. the non-member organisation and/or its representative(s) commit(s) any act which in BIC's reasonable opinion is inconsistent with its 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.

Liability

Notwithstanding anything else in these Terms, the aggregate liability of BIC to the non-member organisation under or in connection with these Terms, whether arising from contract, negligence or otherwise, shall be limited to the Project 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 Project(s). 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.

Events Beyond our Reasonable Control

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.

Law and Jurisdiction

These Terms and any relationship (whether contractual or otherwise) shall be governed by and construed in accordance with the laws of England & Wales.

Any dispute, controversy, proceedings, or claim relating to these Terms or the relationship between the non-member organisation and BIC (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England & Wales.

No Waiver

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.

Terms and Conditions signed by: SIGNATURE

NAME

DATE

(Person signing is authorised to sign acceptance of these Terms and Conditions on behalf of the applying non-member organisation).

Name of organisation: ORGANISATION NAME

For Participation in: NAME OF BIC PROJECT

Project participants name: NAME OF ORGANISATION'S REPRESENTATIVE FOR PROJECT PARTICIPATION