

## London Legacy Development Corporation

### Member Terms and Conditions

These terms and conditions ("**Terms**") are provided by London Legacy Development Corporation, a mayoral development corporation located at Level 9, 5 Endeavour Square, Stratford, London, E20 1JN ("**LLDC**").

These Terms were last updated on 13.11.2023.

These Terms apply to the organisation ("**Organisation**") that applies to become a Member of SHIFT (both as defined at clause 1).

Please read these Terms carefully before applying to become a Member.

**By clicking the "/ Agree" button, you acknowledge that: (i) you have read, understood and agree to these Terms, (ii) the Organisation will be legally bound by these Terms and (iii) where you are acting on behalf of your company or organisation, you have the authority to act on behalf of such company or organisation. If you do not agree to these Terms, please do not accept these Terms.**

LLDC may amend these Terms from time to time. We will let you know when we amend these Terms. If you are not happy with the changes, you may terminate this Agreement immediately by providing written notice to LLDC.

#### 1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in these Terms.

##### 1.1 Definitions:

<b>"Application Form"</b>	means the application form submitted by the Organisation to become a Member;
<b>"Change of Control"</b>	means as defined by section 1124 of the Corporation Tax Act 2010;
<b>"Data Protection Legislation"</b>	means: (a) The General Data Protection Regulation (EU) 2016/679 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by Schedule 1 to the Data

	Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019; (b) the UK Data Protection Act 2018; (c) the Privacy and Electronic Communications Regulations 2003 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2020; and (d) any further laws and statutory instruments relating to such regulations, data protection or privacy, all from time to time;
<b>"Initial Term"</b>	means as defined at clause 2;
<b>"Member"</b>	means an organisation that has agreed to participate in SHIFT as a Member and has access to the Member Benefits at no cost;
<b>"Member Benefits"</b>	means the list of benefits of becoming a Member as notified by LLDC to the Organisation (as may be amended by LLDC from time to time);
<b>"Membership Period"</b>	means the Initial Term and any Renewal Terms;
<b>"Membership Start Date"</b>	means the date on which the Organisation's Application Form is approved by LLDC in writing;
<b>"Personal Data"</b>	means as defined in Data Protection Legislation;
<b>"Renewal Term"</b>	means as defined at clause 2; and
<b>"SHIFT"</b>	means as defined at clause 2.

1.2 Clause headings shall not affect the interpretation of these Terms.

1.3 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

1.4 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.5 A reference to these Terms or to any other document is a reference to these Terms or such other document, in each case as varied from time to time.

1.6 Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

## 2. THE SHIFT MISSION

- 2.1 SHIFT aims to be a catalyst for east London's innovators, bringing together business, academia, government and local communities to find and scale solutions to the major challenges of city life. SHIFT accelerates innovation that transforms how we live in cities, by supporting and scaling solutions to the world's most pressing urban challenge. The SHIFT ecosystem gives innovators a cross-sector network of opportunities and partnerships that are improving livelihoods locally and setting the standard for sustainable cities worldwide.
- 2.2 SHIFT membership opens access to this ecosystem, supporting key players in the innovation economy to learn, collaborate and grow together.

### **3. MEMBERSHIP**

- 3.1 LLDC may designate new classes of membership with rights and obligations as it, in its sole discretion, may determine. LLDC reserves the right to reclassify the current class of 'Members' or restructure its classes of membership, at any time by giving written notice to the Organisation. LLDC will use its reasonable endeavours to ensure that such reclassification or restructuring does not materially impact on the provision of the existing Member Benefits during the Membership Period.
- 3.2 Submission by the Organisation of the Application Form is an offer to become a Member which, if accepted by LLDC in writing, will result in a legally binding contract. In consideration of the mutual promises set out in these Terms, LLDC and the Organisation agree to comply with the obligations set out in these Terms once LLDC accepts the Application Form and a legally binding contract is formed. LLDC may accept or reject (in its sole discretion) the Organisation's Application Form.
- 3.3 If the Organisation's Application Form is accepted, but it subsequently turns out that any or all of the information provided by the Organisation was misleading or false or the Organisation does not meet the minimum eligibility criteria for Members (as current from time to time), LLDC reserves the right to terminate the Organisation's membership with immediate effect, without the right of appeal.

### **4. COMMENCEMENT AND DURATION**

- 4.1 Membership shall commence on the Membership Start Date and shall continue, unless terminated earlier in accordance with clause 13, for an initial period of twelve (12) months ("**Initial Term**"). Membership shall automatically extend for successive periods of twelve (12) months ("**Renewal Term**") following expiry of the Initial Term and each Renewal Term.

- 4.2 Either party may give written notice to the other party no later than one (1) month before the expiry of the Initial Term or the relevant Renewal Term, to terminate membership at the end of the Initial Term or the relevant Renewal Term, as the case may be.

## 5. MEMBER RESPONSIBILITIES

- 5.1 During the Membership Period, the Organisation agrees to:

- 5.1.1 engage with LLDC in relation to SHIFT in a spirit of co-operation and propriety;
- 5.1.2 make available to LLDC on request any information requested by LLDC including relating to its constitution and the number of its employees;
- 5.1.3 exercise diligence and care when using the information and guidance provided to the Organisation by LLDC relating to its membership of SHIFT;
- 5.1.4 respect and adhere to all applicable laws and regulations (including in particular competition laws) and any LLDC policies and guidance (including SHIFT's code of conduct) notified to it by LLDC from time to time;
- 5.1.5 not do anything which may, in the reasonable opinion of LLDC, damage the reputation of LLDC and/or SHIFT or otherwise bring LLDC and/or SHIFT into disrepute;
- 5.1.6 ensure that it complies (and that its employees comply) with these Terms; and
- 5.1.7 co-operate with LLDC in all matters relating to these Terms, and comply with LLDC's instructions.

## 6. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

- 6.1 LLDC (or its third party licensors) own all patents, domain names, registered designs, unregistered design rights, copyrights, database rights, topography rights, trademarks, trade names, logos, trade secrets and know how, moral rights, applications for any of the above and the right to make applications and any and all other intellectual or industrial property rights of any description (or rights of a similar nature) anywhere in the world (i) existing now or at any time in the future and (ii) whether registered or unregistered or registrable or not ("**Intellectual Property Rights**") in any reports, newsletters, event materials, software, data and materials provided to the Organisation in connection with the Member Benefits and the Organisation's participation in SHIFT (the "**Materials**").

6.2 In consideration of the acceptance by the Organisation of the obligations and restrictions within these Terms, LLDC hereby grants to the Organisation a revocable, nonexclusive, non-transferable licence for the Membership Period to use the Materials for or in relation to the receipt of the Member Benefits.

6.3 The Organisation shall be entitled to use, copy and reproduce the Materials for its own internal business purposes only, but shall not otherwise use or share the Materials without obtaining prior approval in writing from LLDC. In particular, the Organisation shall not be entitled to use the Materials for any commercial purpose.

## 7. DISCLAIMER

7.1 LLDC uses reasonable endeavours to ensure that all information, Materials and guidance provided by it in relation to SHIFT is as up to date as possible. However, the Organisation should not rely solely on the information, Materials and guidance provided as basis for making all business, legal or other decisions. The Organisation should seek appropriate independent advice before making any such decisions.

7.2 The content of all LLDC and SHIFT information, guidance, Materials and other publications reflect the opinion of the author unless stated otherwise. The Organisation agrees that where Member Benefits include any opinion, analysis, prediction or assessment of facts or circumstances (“**Opinions**”), such Opinions represent LLDC's subjective views based on the facts or information available or circumstances known to it at the relevant time, which may not always be correct and/or may change. The Organisation shall not rely on the Opinions and shall draw its own conclusions regarding such Opinions using its own skill and judgement.

7.3 Whilst LLDC shall use its reasonable endeavours to ensure that the Materials are accurate, it cannot guarantee the accuracy of any Materials. LLDC accepts no liability for any loss or damage whatsoever sustained by the Organisation as a result of using or relying on the Materials or any Opinions.

## 8. BENEFITS

8.1 The Member Benefits are not transferable or transmissible by the Organisation unless expressly set out in these Terms or agreed in writing by LLDC.

8.2 Any external partner providers of any Member Benefits will have absolute discretion in relation to the provision of such benefits, and membership of SHIFT does not guarantee that the external partner provider will accept an application from the Organisation for the provision of such benefits. Benefits supplied from an external partner provider will be subject to the provider's own terms and conditions, and LLDC does not accept any liability for loss or

damage suffered by the Organisation as a result of a fault, error or omission in the provision of these benefits.

## 9. LIABILITY

9.1 Nothing in these Terms excludes or limits the either party's liability for:

9.1.1 death or personal injury caused by its negligence;

9.1.2 fraud or fraudulent misrepresentation; or

9.1.3 any liability which cannot legally be excluded or limited.

9.2 Subject to Clause 9.1, LLDC is not liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with these Terms for:

9.2.1 any loss of profit, revenue, business, goodwill or anticipated savings (whether direct or indirect); or

9.2.2 any indirect, special or consequential loss or damage, howsoever arising.

9.3 Subject to Clauses 9.1 and 9.2, LLDC's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Agreement shall not exceed £1000.

9.4 LLDC's liability does not extend to any Member Benefits and goods or services provided by any external partner provider. LLDC specifically excludes liability for any loss or damage suffered by the Organisation as a result of its involvement in whatever manner with an external partner provider.

## 10. CONFIDENTIALITY

10.1 Each party shall keep and procure to be kept secret and confidential the provisions of these Terms and all information which is secret or otherwise not publicly available (in both cases either in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the Membership Start Date ("**Confidential Information**") belonging to the other party disclosed or obtained as a result of the relationship of the parties and shall not use nor disclose the same except as set out at clause 10.2 or with the prior written consent of the other party.

- 10.2 The parties may disclose Confidential Information to an employee, officer, consultant, subcontractor, agent or advisor to the extent necessary for the performance of its rights or obligations under these Terms, provided such disclosure is subject to obligations equivalent to those set out in these Terms. Each party shall use its best endeavours to procure that any such employee, officer, consultant, sub-contractor, agent or advisor complies with such obligations. Each party will be responsible to the other party in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.
- 10.3 The obligations of confidentiality in this Clause shall not apply to:
- 10.3.1 any information in the public domain, except where it has entered the public domain as a result of a breach of these Terms;
  - 10.3.2 any information obtained by a third party who is free to divulge the same;
  - 10.3.3 any information required to be disclosed by law including under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004; or
  - 10.3.4 disclosure of any information by the Organisation or LLDC to any regulatory authority or statutory auditors; or any disclosure required by an order of any court of competent jurisdiction, or in pursuance of any procedure for disclosure of documents in any proceedings before any such court, or pursuant to any law or regulation having the force of law in any country.

## **11. PUBLICITY**

- 11.1 The Organisation shall not make, or permit any person to make, any public announcement concerning the existence, subject matter or terms and conditions of these Terms, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of LLDC (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction. If LLDC provides such consent, the Organisation shall comply with any guidelines or policies notified by the LLDC to the Organisation (as may be updated by the LLDC from time to time).
- 11.2 The Organisation grants LLDC the right to use the Organisation's logo and name in connection with the public announcement of the existence, subject matter or terms and conditions of these Terms, the wider transactions contemplated by it, or the relationship between the parties.

## 12. FORCE MAJEURE

- 12.1 LLDC shall not be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure results from any event outside its reasonable control, including act of God, fire, flood, lightning, compliance with any law or governmental order, rule, regulation or direction, war, revolution, act of terrorism, riot or civil commotion, strikes, locks outs and industrial action, failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services (a "**Force Majeure Event**").
- 12.2 If LLDC is affected by a Force Majeure Event it shall notify the Organisation in writing of the matters constituting the Force Majeure Event and shall keep the Organisation fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure Event continues.
- 12.3 If affected by a Force Majeure Event, LLDC shall take all reasonable steps available to it to minimise its effects on the performance of its obligations under these Terms.

## 13. TERMINATION

- 13.1 Either party may terminate the Organisation membership without liability and with immediate effect by giving written notice to the other party if the other party:
- 13.1.1 commits a material breach of any of its obligations under these Terms which is (a) incapable of remedy; or (b) which is capable of remedy and it fails to remedy it or persists in such breach after 30 days of having been required in writing to remedy or desist the breach; and/or
- 13.1.2 suspends, or threatens to suspend, payment of its debts (whether principal or interest) or is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; enters into liquidation or any composition with its creditors; has a resolution passed to wind up (except for amalgamation or reconstruction); has a receiver, administrator or administrative receiver appointed over all or any part of its assets; enters into a moratorium; or ceases permanently to trade or appears in the reasonable opinion of the party wishing to terminate likely or is threatening to cease to do so.
- 13.2 LLDC may terminate the Organisation's membership without liability and with immediate effect by giving written notice to the Organisation if there is a Change of Control of the Organisation.



## **14. GENERAL**

- 14.1 These Terms are personal to the Organisation. The Organisation may not assign, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under these Terms without the prior written consent of LLDC.
- 14.2 Any Personal Data provided as part of the Application Form will be processed in accordance Data Protection Legislation.
- 14.3 A person who is not a party to these Terms has no rights (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision of these Terms.
- 14.4 This Agreement contains the entire agreement between the parties in relation to its subject matter and supersedes any prior arrangement, understanding written or oral agreements between the parties in relation to such subject matter.
- 14.5 The parties acknowledge that this Agreement has not been entered into wholly or partly in reliance on, nor has either party been given, any warranty, statement, promise or representation by the other party or on its behalf other than as expressly set out in these Terms.
- 14.6 Each party agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind these Terms which it might otherwise have had in relation to them.
- 14.7 All warranties, conditions, terms and representations implied by statute or otherwise are excluded to the extent permitted by law.
- 14.8 Any notices sent under these Terms must be in writing and may be served by personal delivery or by sending the notice by special delivery to the other party's registered office address (or at such other address as the relevant party may give for the purpose of service of notices under these Terms) or by email to the email address notified by a party to the other party. Every such notice shall be deemed to have been served upon delivery if served by hand, at the expiration of two days after dispatch of the same if delivered by special delivery and at the time the email is sent provided that an error message is not received.

## **15. GOVERNING LAW AND DISPUTE RESOLUTION**

- 15.1 These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
  
- 15.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).