

## **Terms and Conditions for Members**

### **1 Norfolk Knowledge Principles and Definitions**

Norfolk Knowledge (“NK”) is committed to connecting mentors with business experience (each, a “Member”) with individuals or organisations across Norfolk in need of support or assistance (each, a “Requester”). The service which NK provides to Requesters and Members is carried out on an entirely voluntary basis. Unless otherwise agreed between a Member and a Requester, Members shall provide any support or assistance to Requesters on a voluntary basis. These terms and conditions (the “Terms”) govern the relationship between NK and the Member.

NK, at this time, places no payment, investment or service provision constraints on its Members. It is the responsibility of the Member and the Requester (where applicable) to agree any such terms between themselves. NK will not endorse any services provided by a Member but it recognises that, as a business network, there may be situations which arise whereby Requesters may wish to engage Members formally in commercial activities for which a Member may receive remuneration. Such situations are outside the scope of these Terms and will not be governed by them. The Requester will be responsible for agreeing appropriate terms of engagement with the Member.

### **2 Obligations of Membership**

In helping to maintain a successful and supportive network, Members are obliged to (without limitation and without disclosing any information confidential to the Requester):

- maintain an accurate and up-to-date online profile on NK’s website <http://www.norfolkknowledge.co.uk> (the “Website”);
- report all meetings with the Requester through feedback forms to NK;
- update the NK network on activity through the Members’ discussion forum on the Website;
- provide information in support of the annual NK review; and
- respond promptly to requests for help and to Requester and/or NK correspondence.

### **3 Data Protection**

The Member consents to NK holding and processing data relating to him/her (and in particular to the processing of any “sensitive personal data” as defined in the Data Protection Act 1998) for the purposes of managing and administering the NK network and introducing Members to Requesters.

#### **4 Confidential Information**

The Member agrees to keep all information provided to it by NK and/or the Requester in connection with the NK project strictly confidential and shall not without the prior written consent of NK and/or the Requester (as appropriate) publish or disclose such information to any third party. The obligations under this clause 4 shall continue indefinitely until such time as such information is available in the public domain (other than as a result of a breach by the Member of the Terms).

#### **5 Changes in Terms**

NK reserves the right to modify the Terms to reflect any change in the law or for any other purpose it may reasonably deem appropriate, by notice to the Member.

#### **6 Liability**

- (a) NK makes no charge for its services to the Member. NK does not check the information provided to it by the Requester. NK makes no warranty as to the identity, activities, security or safety of the Requester. Except as set out in these Terms, all warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law, excluded from the Terms.
- (b) Subject to paragraph (c) below, NK shall not be liable to the Member, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any direct, indirect or consequential loss or damage, costs or expenses whatsoever suffered by the Member arising under or in connection with these Terms or any introduction to a Requester made by NK.
- (c) Nothing in these Terms shall limit or exclude NK's liability for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.
- (d) This clause 6 shall survive the termination of the Terms.

#### **7 Insurance**

It is the Member's responsibility to take out professional liability insurance with a reputable insurer to cover him or her for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from the advice and support given by the Member to the Requester.

## **8 Expenses**

Where NK requests the Member's specific assistance in the delivery of NK strategy and the Member is required to travel in order to provide such assistance, NK shall reimburse the reasonable travel expenses of the Member subject to production of receipts or other appropriate evidence of payment.

## **9 Professionalism and Declaration of Interests**

- (a) Members should, at all times, conduct themselves in a professional manner and act to maintain their own and NK's professional image.
- (b) Members should declare their commercial interests in full on their initial application to NK.
- (c) Members should disclose to NK the nature of relationships with Requesters as interactions develop. NK does not prohibit any type of relationship following the initial meeting but requires the Member to update NK of changes to the relationship through use of the NK feedback form.
- (d) All of the information provided by the Member to NK shall be accurate and complete. The Member will update such information as necessary throughout the term of his/her membership of the NK network.

## **10 Media Contact and Publicity**

Whilst NK encourages Members to publicise the work and aims of NK throughout Norfolk, Members should contact NK and obtain NK's written consent prior to making any formal statements to the media or referring to NK in any promotional literature, publications or advertising material.

## **11 Assignment**

The Terms are personal to the Member and cannot be assigned, transferred or sub-contracted to a third party.

## **12 Governing Law**

These Terms, and any dispute or claim arising out of or in connection with them (including any non-contractual dispute) shall be governed by and construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

The Member's continued maintenance of his/her online profile on the Website and/or his/her continued provision of support to the Requester will amount to acceptance of these Terms but **please sign and date the enclosed copy of these Terms and return it to NK as soon as possible.**

Signed ..... Date .....

Name ..... Organisation .....

Signed ..... Date .....

Name ..... Organisation .....