FIRA Membership -Terms & Conditions

1. Membership

1.1. The Furniture Industry Research Association is a Company Limited by Guarantee providing research, information and other services on behalf of its members, the furniture industry and its wider stakeholders.

1.2. Membership of the Association is structured into three categories:

- **Full Membership** is available to organisations located within the UK which are engaged in the production, trading or sale of furniture or are suppliers to the furniture industry;

- **Associate Membership** is available to organisations located within the UK but which do not meet the criteria for Full Membership:

- **International Membership** is available to organisations located outside the UK which are engaged in the production, trading or sale of furniture or are suppliers to the furniture industry.

1.3. Full Members may vote at the General Meetings of the Association.

1.4. All Members are subject to these Terms and Conditions and any other terms as applied or amended from time to time.

2. Definitions

The following defined expressions are used in these Terms and Conditions:

2.1. “The Association” is the Furniture Industry Research Association, a company limited by guarantee, registered in England under company number 688288. The registered office is at: Stocking Lane, Hughenden Valley, High Wycombe, Buckinghamshire HP14 4ND;

2.2. “FIRA” is FIRA International Ltd (the organisation contracted to deliver membership services on behalf of the Association);

2.3. “The Council” is the board of directors of the Association;

2.4. “The Initial Term” is the initial 12 months beginning on acceptance by the Association of the application to join the Association as a Member;

2.5. "The Member" is the company or organisation, or the individual, that the Association has admitted to Membership of the Association;

2.6. “The Membership” is the rights of being a Member either as a company or organisation, or an individual;

2.7. "The Membership Fees" are the then current membership fees;

2.8. "A Membership Term" is the Initial Term together with any subsequent Renewal Term;

- is 12 months beginning on acceptance by the Association of the application to join, or on acceptance by the Association of any application to renew Membership;

2.9. "the Membership Services" are those services that are available to a Member from time to time;

2.10. “the Nominated Representative” – the person nominated to represent the Member and to vote and generally exercise all rights of membership on its behalf;

2.11. “a Renewal Term” is the automatic renewal for successive periods of 12 months (each a Renewal Term) from the end of the Initial Term;

2.12. "a User" - an individual authorised by the Member to have access to the Membership Services;

2.13 ."writing" or "written" - includes text stored or transmitted electronically.

3. Joining the Furniture Industry Research Association

3.1. By completing a Membership Application Form you are:

3.1.1. confirming that you are authorised to apply to join the Association on behalf of the company or organisation whose name appears in that form;

3.1.2 agreeing to these Terms and Conditions and the Association's Articles of Association;

3.1.3. agreeing to the terms and conditions relating to the use of any particular service ("Service-Specific Terms");

3.2. This document, together with the completed membership application ("the Membership Application Form") and any Service Specific Terms shall form the terms and conditions between the parties (together, "the Membership Terms and Conditions");

3.3. If there is any conflict or inconsistency between these Terms and Conditions and any Service-Specific Terms, those Service-Specific Terms will prevail, but only in relation to the specific service and only to the extent necessary to resolve that conflict or inconsistency;

3.4. The Association reserves the right to reject any application to become a Member or to terminate any existing Members, as it sees fit and without having to give any reason, subject to any right of appeal set out in the Articles of Association;

3.5. The Association reserves the right to amend the Membership Terms and Conditions at any time. The current version of these Membership Terms and Conditions shall be published on the FIRA web site. Any change in Membership Terms and Conditions shall only apply to any Membership Application (including any renewal) submitted subsequent to publication on FIRA's website;

3.6. Membership may be cancelled within 7 working days beginning on the day after acceptance or renewal is confirmed in writing by the Association. All cancellations must be confirmed in writing and signed by the Nominated Representative.

4. Membership Services

4.1. Access to the Membership Services, and to any software, data, information and materials made available through such services, is limited to Members and their employees and representatives;

4.2. Each Member must ensure that all User log-ins, PINs, IDs and passwords are kept secure and confidential. FIRA must be informed immediately if a Member becomes aware of, or suspects, any breach of security or unauthorised use of any user log-in, PIN, ID or password;

4.3. FIRA may at its discretion suspend or change any User log-in, PIN, ID or password;

4.4. Neither the Member nor any User may attempt to circumvent the security features of FIRA's website, or tamper with, hack into, or in some other way disrupt or disable any computer system, server, website, router or other device used to host FIRA's website or make it available;

4.5. FIRA shall be informed immediately upon any change in the Nominated Representative;

4.6. FIRA shall use reasonable endeavours to maintain the Membership Services within the website available to Users 24 hours a day, 7 days a week, but does not undertake or warrant that such Membership Services will operate continuously or without interruption;

4.7. FIRA may, at any time, suspend the provision of Membership Services and FIRA's website for the purposes of maintenance or support, or if FIRA believes or suspects that its use may infringe the intellectual property rights or other rights of any third party, is in any way unlawful or is likely to lead to anyone taking legal proceedings, or if FIRA believes or suspects that there has been a breach of any of these Membership Terms and Conditions, including any Service-Specific Terms;

4.8. FIRA may, at any time and from time to time change, remove or edit any of the Membership Services, or suspend the Member's and any User's access to the Membership Services or FIRA's website, upon request if it considers there are reasonable grounds to do so or if it is in receipt of reasonable cause for complaint;

4.9. FIRA may add, delete or amend any content or service from the Membership Services at any time.

5. Accuracy of Information, Warranties and Disclaimer

5.1. FIRA will make reasonable endeavours to ensure that any information and content supplied by it or on its website that has not been supplied by a third party is accurate, but makes no representation and gives no warranty that any information or content is accurate, up to date or complete. The Association and/or FIRA accept no liability for any loss or damage caused by inaccurate information or content;

5.2. If a User finds any inaccurate, out of date or incomplete information or content on FIRA's website or its publications, or identifies a possible infringement of intellectual property rights, the matter should be drawn to FIRA's attention immediately;

5.3. Each User should independently verify any information and content including that displayed on FIRA's website before relying on it. The information and content are not intended to address any particular requirements; they do not constitute any form of advice or recommendation by the Association and/or FIRA and are not intended to be relied upon in making (or refraining from making) any decision. The information and content on and software available through FIRA's website and in its information are not substitutes for the exercise of professional judgement. Users not qualified nor experienced enough to make such judgement should seek professional advice;

5.4. Members should ensure that computer systems are suitable to access and use FIRA's website. FIRA does not warrant that any software or content available through FIRA's website will be free from viruses or other code that might be harmful. Members are responsible for implementing sufficient anti-virus and other security checks to ensure the accuracy of data input and output.

5.5. References to third party goods, services and links are provided as a part of the Membership Services. The Association and/or FIRA shall have no liability for the quality or type of services or goods provided by any third party contained within or linked to FIRA's website.

5.6. Any opinion, advice, statement, service, offer, or information or content provided or made by any third party on FIRA's website, or on any site to which this site is linked, is that of the author or provider, and not of the Association and/or FIRA. The Association and/or FIRA does not endorse, and shall not be responsible for, the accuracy or reliability of any such opinion, advice, statement, service, offer, information or content.

5.7. All information, content and services supplied by third parties are made available in good faith but the Association and/or FIRA does not accept responsibility (to the extent allowed by law) for its accuracy or use.

5.8. The Association and/or FIRA does not make any representation or give any warranty about other websites or links and any opinion, advice, statement, offer, information or content contained therein. The Association and/or FIRA shall not be liable for any loss or damage caused by or in connection with use of, or reliance on, any content, goods or services available on or through any other website or other link. The Association and/or FIRA assume no responsibility for the content of websites linked on our websites. Such links should not be interpreted as endorsement by us of those linked websites. Association and/or FIRA will not be liable for any loss or damage that may arise from a Member's use of them.

5.9. Any concern about any other website should be directed to that site's website administrator or web master.

5.10. Neither party shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Membership Terms and Conditions.

6. IP Rights and Licences

6.1. The content, information and services provided by FIRA, including those contained within its website, are owned or licensed by FIRA including, but not restricted to, copyright, database rights and other intellectual property rights. All such rights are reserved.

6.2. FIRA's intellectual property rights, titles and interests in all service mark(s), trademark(s), certification mark(s) other names or logos, copyright works and inventions remain the property of FIRA and cannot be sold or licensed by the Member. All such rights are reserved.

6.3. Subject to **Conditions 6.4 and 6.5** below and any Service-Specific Terms, Members may read, print and download content, information or services provided by FIRA, including parts of the material and information on FIRA's website, for use in the ordinary course of the Member's business, but neither the Member nor any User may make any profit from

the use of that material or information nor republish, disseminate or transmit any of it, or exploit it for commercial purposes, or make any derivative work, or copy it for any other purpose without first obtaining FIRA's written permission, or that of the rights owner.

6.4. Members are entitled to use the Association's Membership Logo in accordance with the Rules for Use of the Association Logos. No other use of the logo is permitted without the specific written consent of FIRA.

6.5. Upon termination of Membership all use of the Association's Membership Logo and other marks and intellectual property shall cease with immediate effect. All logos marks and other intellectual property shall be removed from business stationery, promotional materials and websites. Any written permissions previously provided shall be revoked unless confirmed otherwise in writing.

7. Subscriptions and Payment

7.1. The Membership Fees will be as quoted on FIRA's website at the time the Membership Application Form is submitted to FIRA. FIRA takes all reasonable care to ensure that the Membership Fees are correct at the time when the relevant information was entered onto the system.

7.2. Membership Fees issued for a Renewal Term are payable at the rate in force on FIRA's website on the date of the renewal invoice.

7.3. Where Membership Fees are derived from the Member's turnover, and the turnover may impact the amount of Membership Fees for a Renewal Term, the Member shall advise the Association of any change within 45 days of the end of the Membership Term.

7.4. Details of Membership Fees and the methods of payment are displayed on FIRA's website. Payment of Membership Fees will cover access to Membership Services during the Membership Term.

7.5. The Member undertakes and warrants that all details provided for the purpose of joining the Association are correct, that any credit or debit card used belongs to the Member or the person submitting the Membership Application Form on behalf of the Member and that there are sufficient funds or credit facilities to cover the Membership Fees.

7.6. Validation of any credit or debit card details and clearance of any cheque shall be gained before accepting any application to join the Association.

7.7. Membership Fees are stated exclusive of Value Added Tax or any similar taxes or duties.

7.8. Members shall pay renewal subscriptions within 30 days of the date of invoice.

7.9. If a Member fails to make any payment when due under these Membership Terms and Conditions, FIRA may immediately suspend access to any or all of the Membership Services until the payment is made, without prejudice to any other rights or remedies accruing.

7.10 Members may withdraw from Membership by giving notice in writing six months before the expiry of their subscription year. In default of giving such notice Members shall be liable to pay the whole of the subscription for the following year.

8. Appeals and Complaints

Members wishing to complain should initially raise their concerns in writing to FIRA. Should a member be dissatisfied with the outcome the complaint will be heard by the Council. A Member whose removal from the Association is endorsed by the Council retains the right of appeal at a General Meeting of the Association.

9. Terms and Conditions

These Membership Terms and Conditions constitute the sole obligations to be undertaken by the Association (and FIRA on its behalf), and the sole rights and remedies of the Member.

10. Liability

10.1. The Membership Services, whether in hard copy or electronic form, are supplied on the basis that neither the Association nor FIRA has any liability for that information or material.

10.2. Neither the Association nor FIRA shall:

10.2.1. have any liability for the inability to access FIRA's website or any information or material therein, and no warranty is given that the site or the Membership Services will be available without interruption;

10.2.2. be responsible for, and shall have no liability for, any error or corruption or breach of security resulting from the transmission of any information or material over any telecommunications network;

10.2.3. be liable (subject to **Clause 10.3**) for any indirect or consequential loss, or for any loss of business, profit, revenue, goodwill or data, lost or wasted management time or the lost time of other employees arising from any use of the information or services including those within FIRA's website or any service made available through it (whether that loss is direct or indirect); **or**

10.2.4. be liable for any loss or damage caused by any delay or failure to perform any of its obligations if that delay or failure is beyond its reasonable control.

10.3. Nothing in this agreement excludes the liability of the Association or FIRA or limits its liability for death or personal injury caused by its negligence or for any fraud on its part, or for any liability which cannot be excluded by law.

10.4. The total liability of the Association and FIRA (whether in contract or tort, including but not limited to negligence, or arising in any other way, and whether or not of a kind foreseeable) will be limited to damages which will not exceed, in aggregate, the Membership Fees paid to the Association by the Member during the 12 months before the event giving rise to the claim, or £1,000, whichever is greater.

10.5. Except as expressly set out in any Service-Specific Terms (which apply only in relation to the specific service), all warranties, representations, terms, conditions and undertakings, whether implied by statute, common law, custom, trade usage, course of dealing or otherwise (including any implied warranty, representation, term, condition or undertaking of satisfactory quality or fitness for a particular purpose) are excluded to the fullest extent allowed by law.

10.6. If the use of any information or material within the Membership Services, including that within FIRA's website or any service made available through it, is unlawful in any jurisdiction (because of any User's or the Member's nationality, residence or for some other reason), that information, material or service is not offered. If the Member or any User is resident outside the United Kingdom it must satisfy itself that it is lawfully able to use the information, materials and service. Neither the Association nor FIRA accept any liability, to the extent allowed by the law, for any costs, losses or damages resulting from or related to the access or attempted access of any information, materials or service by anyone outside the UK.

11. Termination

11.1. Subject to **Conditions 11.2, 11.3, 11.4 and 11.**5 the Member's Membership of the Association will last for the Membership Term.

11.2. FIRA may immediately suspend the Member's right to use the Membership Services at any time if the Member has not paid any sum to the Association by the due date, or if the Member is in breach of these Membership Terms and Conditions or any of the Service-Specific Terms.

11.3. Membership of the Association may be suspended if the Member has not paid any sum to the Association within three months of the due date.

11.4. Membership of the Association may also be terminated in accordance with its Articles of Association.

11.5. Membership shall terminate with immediate effect if a Member ceases to trade, goes into liquidation, receivership or an administrator is appointed.

11.6. The termination or expiry of Membership will not affect any accrued rights or liabilities of the Association, FIRA or the Member.

11.7. **Conditions 5, 6, 8, 10, 13, and 14** will survive the termination or expiry of Membership and will continue indefinitely.

12. Force Majeure

Neither the Association nor FIRA shall be liable in any respect should they be delayed or prevented from discharging their obligations under the Membership Terms and Conditions as a result of any matter beyond their reasonable control ("Force Majeure") and the time for performance shall be extended by the period of Force Majeure.

13. Confidentiality

Except as may be required by law, the Association and the Member will treat as strictly confidential and will not disclose to any third party without prior written consent of the other, any information which comes into their possession, the possession of their employees, agents or others by virtue of the Membership Terms and Conditions, provided that this Clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Membership Terms and Conditions or which was already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause) or which is required to be disclosed by law. The foregoing obligations as to confidentiality shall survive any termination of the Membership Terms and Conditions.

14. Law

All matters arising out of or in connection with these Membership Terms and Conditions shall be governed in accordance with English Law and the parties submit to the jurisdiction of the English Courts or any Court of competent jurisdiction as determined by the Association.

15. Waiver of Remedies

Any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder shall not operate as a waiver of any breach or default by the other party. A right under these Membership Terms and Conditions may only be waived if in writing and signed by an authorised representative.

16. Entire Agreement

16.1. These Membership Terms and Conditions (as defined in Clause 3.2) supersede all prior agreements, arrangements and undertakings between the parties and constitute the entire agreement between the parties relating to its subject matter.

16.2. The Association reserves the right to make variations to these Membership Terms and Conditions, by giving the Member not less than fourteen (14) days notice of the variation, with the Membership Terms and Conditions as varied applying immediately on the expiry of such notice.

17. Third Party Rights

Except as expressly provided elsewhere in this agreement, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

18. Assignment

Neither party shall assign the Membership Terms and Conditions or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other.

19. Invalidity and Severability

If any provision of the Membership Terms and Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provisions shall not affect the other provisions of the Membership Terms and Conditions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

20. Headings

Headings and numberings of Clauses are for ease of reference only and shall not affect the interpretation or construction of the Membership Terms and Conditions.

21. Notices

21.1. Any application, notice or any other communication, if it is made according to this Clause, shall be considered to be valid:

a. If it is sent by pre-paid first-class mail, the second working day as from the date of delivery;

b. If it is delivered in person, in the moment of delivery in the address specified in this Clause;

c. If it is sent by fax, in the date of transmission, provided that a copy confirming the notification is sent on the same working date by pre-paid first-class mail in the manner established in this Clause; or

d. If it is sent by e-mail, when received by the recipient in a legible way.

21.2. However, if the delivery is carried out in person or by fax or e-mail on a day that is not a working day, or after 4:00p.m. on a working day, the notification shall be considered to be made on the following working day.

21.3. Any application, notice or any other communication, in the case that it is sent by mail, or delivered in person, or sent by fax, or sent by e-mail shall be addressed to the recipient using the contact details, which may change from time to time, specified on the FIRA web site (www.fira.co.uk), or on request, or in any other address that the recipient could have notified in writing to the sender as the address for notifications.

22. Additional

22.1. The parties to the Membership Terms and Conditions are independent contractors and nothing in the Membership Terms and Conditions shall be deemed to place the parties in the relationship of employer/employee, principal/agent, partners or a joint venture.