

These terms and conditions (Terms) set out the terms of CORPORATE MEMBERSHIP of the Society for Gas as a Marine Fuel Limited (SGMF) for any member.

The Corporate member (or Member) is the corporate body, full details of which appear in the CORPORATE MEMBERSHIP application form.

AGREED TERMS

1. Subject to the provisions of these Terms, the Member shall be entitled to describe itself as a "Corporate member of the Society for Gas as a Marine Fuel" but the Member shall not represent itself as an agent of SGMF for any purpose, nor make any representation on SGMF's behalf.
 - 1.1. The Member acknowledges that it has received a copy of the current version of SGMF's Terms and Conditions of Membership for members of SGMF and the Member agrees to comply with these in all respects.
 - 1.2. The Member acknowledges that where it is offered particular membership benefits by SGMF, such benefits are on such terms as SGMF determines in its absolute discretion and may be subject to withdrawal or amendment at any time.

2. FEES AND PAYMENT

- 2.1. An annual membership fee shall be payable by the Member to SGMF. Such membership fee shall be payable **(without deduction or set off)** by the Member, annually in advance, within 30 days of the date of the invoice issued by SGMF.
- 2.2. Please note that payment must be made in full **NET OF ALL BANK CHARGES**. Any shortfall will be invoiced back to the Member with an administration charge added to the shortfall.
- 2.3. Where membership commences part way through a membership year, the Member may be given the option to pay the pro-rata amount of the annual membership fee, thereafter the annual 12-month fee.
- 2.4. The annual membership fee shall be at such rates as SGMF shall determine from time to time, as notified to the Member. SGMF will give the Member written notice of any annual increases in the annual membership fee prior to the next renewal date.
- 2.5. The annual membership fee shall be exclusive of VAT, which SGMF shall add to its invoices at the appropriate rate, where applicable.
- 2.6. Without prejudice to any other right or remedy that it may have, if the Member fails to pay SGMF on the due date, SGMF may:
 - i) charge interest on such overdue sums from the due date under the Late Payment of Commercial Debts (Interest) Act 1998 (United Kingdom);
 - ii) suspend the Member's membership until payment has been made in full;
 - iii) charge administration fees in addition to the membership fee for the recovery of the fees or part thereof;

3. RELATIONSHIP WITH SGMF

- 3.1. The Member shall not:
 - i) state that SGMF endorses any of the Member's products or services;
 - ii) undertake any act or omission that might reasonably be expected to bring SGMF into disrepute or be prejudicial to SGMF or its operations;
- 3.2. The Member shall observe all instructions given by SGMF (whether under clause 4 below, or otherwise) for the promotion and advertisement of the Member's relationship with SGMF.

4. MEMBER'S USE OF SGMF BRANDING

- 4.1. SGMF's Trade Marks, logos, images and descriptions, and their permitted usage, are defined in SGMF's Brand Guidelines. The member will follow these guidelines and rules in the production of all materials and their usage of these marks.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. Where the Member is permitted by SGMF to use the trademarks or any other intellectual property rights of SGMF, such intellectual property rights shall continue to belong solely to SGMF.
- 5.2. The Member shall be licensed to use such intellectual property rights only as permitted by these Terms and for no other purpose. Such licence is on a non-exclusive, non-transferable basis solely for the duration of the Member's membership.

6. TERMINATION

- 6.1. Without prejudice to any other rights or remedies which the parties may have, SGMF may terminate the agreement if the Member fails to pay any membership fees within 30 days of any invoice date.
- 6.2. The Member may terminate the agreement **prior to renewal** by giving at least 90 days' notice in writing to the SGMF Secretariat. Such notice shall only be sent by email to: office@sgmf.info.

7. EFFECTS OF TERMINATION

- 7.1. On termination of these Terms for any reason:
 - i) the Member shall immediately pay SGMF any sums owing to it as at the date of termination and for that membership year;
 - ii) the Member shall within 7 working days of termination ensure that any reference to SGMF of the Member's CORPORATE MEMBERSHIP of it together with any of SGMF's trademarks, are removed from all advertising and promotional materials, websites, stationery and other Member materials;
 - iii) the Member shall immediately cease promoting and advertising its relationship with SGMF and distributing any materials referring to it; and
 - iv) the Member shall take all reasonable steps to ensure that third parties are not misled as to the current relationship with SGMF by virtue of any materials that remain in the marketplace and public domain.

8. DATA PROTECTION

- 8.1. The Member acknowledges and agrees that details of the Member's name, address and personal data will be processed by and on behalf of SGMF in connection with the Member's membership of SGMF, including sending details of membership benefits.
- 8.2. The Member hereby consents to its contact details being included in the Members Directory unless they have indicated otherwise on the Membership application form.

9. GOVERNING LAW AND JURISDICTION

- 9.1. These Terms, and any dispute or claim arising out of or in connection with them or their subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.
- 9.2. 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 and Conditions.