

Anaerobic Digestion and Bioresources Association – Terms and Conditions of Membership

These Terms and Conditions govern membership of the Anaerobic Digestion and Bioresource Association (“the Association”). By applying for or renewing membership, the Member agrees to be bound by these Terms.

1. Definitions

“Authorised User” means any employee or contractor of a Member authorised to access Licensed Content for internal use.

“Commencement Date” means the date specified on the sales invoice in accordance with Clause 2.

“Contributed Data” means any data, content, or materials supplied by a Member for inclusion in the Association’s databases, publications, or research, which the Member warrants are accurate, non-confidential, and non-infringing.

“Data” means any proprietary datasets, research materials, or statistical information owned or controlled by the Association and made available to Members, excluding any Personal Data as defined by applicable data protection laws.

“Derived Data” means data or insights generated by the Member through the permitted use of the Licensed Content, provided such Derived Data does not include or reconstruct the Licensed Content itself.

“Fees” means all membership dues, subscriptions, or other charges payable to the Association, exclusive of applicable taxes, payable in pounds sterling (GBP) unless otherwise specified, and subject to late payment interest as described below in another clause.

“Licensed Content” means all data, reports, research, publications, and other materials made available by the Association to Members, whether in digital or physical form. Licensed Content is licensed, not sold, and may only be used in accordance with these Terms.

“Member” means any company, organisation, or entity accepted into membership by the Association.

“Notice” means any formal written communication under these Terms delivered by email or post to the registered contact.

“Services” means all benefits, platforms, events, communications, and other resources made available to Members.

“Term” means the duration of active membership commencing on the Commencement Date and continuing until terminated or renewed in accordance with Clause 2.

2. Membership Term Length

Membership Term shall commence on the Commencement Date, being the date on which the Association confirms acceptance of the Member’s application by way of a sales invoice. The initial Term shall continue for a minimum twelve (12) months from the Commencement Date or as otherwise specified on the sales invoice.

Membership shall automatically renew for successive twelve-month periods unless the Member provides not less than thirty (30) days’ written notice of non-renewal prior to the expiry of the then-current Term. The Association shall aim

to issue a renewal notice or invoice at least forty-five (45) days before renewal to the Member's registered contact email. However, the Association's failure to do so does not mean that membership is not automatically renewed.

Membership Fees are payable annually in advance. Payment of membership fees not received within 30 days of becoming due may result in membership being considered lapsed and all services being suspended pending receipt of payment. However, liability to pay membership fees will not lapse and interest will accrue at 2% above NatWest's base rate. No refund or pro-rata credit shall be provided for early termination except where expressly agreed by the Association in writing.

Any variation to the Term (for example, multi-year or project-linked memberships) must be expressly stated in the Member's acceptance documentation / sales invoice.

3. Banding and Category of Membership and other terms

The banding and category of membership selected will be based on the member's annual turnover and nature of business at the time of joining the Association or at the time of renewal, whichever is the later. If the member's turnover is subsequently found to be higher than stated or the membership category selected is found to be incorrect then the Association reserves the right to invoice the Member for the correct band or category fee.

All membership fees and other amounts owed to the Association are payable in pounds sterling only.

Companies are only eligible to receive membership discounts for events, advertising, publications, training or any other member services if they are members both at the time of booking and on the day/s the event, training or other activity is being held, or the advert or publication is ordered. The Association reserves the right to refuse entry and/or invoice for any additional fees to members who do not meet these criteria and are not therefore eligible for such discounts.

Membership fees are revised annually and any revision notified to members in writing.

Once a member has cancelled its membership or otherwise ceases to become a member, all references to the Association and any items which remain the intellectual property of the Association (e.g. logos) must be removed from company literature, stationery and company websites as soon as possible but in any event no later than 90 days.

Any actions or behaviour by Members which brings the Association into disrepute may result in termination of membership at the discretion of the Association. Such termination will not extinguish the members liability to pay the Fees or other outstanding invoices.

Membership of the Association covers all employees of the member company named on the application form only. Parent, subsidiary or related companies will need to join if employees of those companies wish to receive member benefits.

The Association accepts no liability for advice provided through it by members or recommended third parties.

4. Access to and Use of Data, Licensed Content and Services

Members shall have access to the Association's Licensed Content, Data, and Services as set out in the current membership benefits schedule or as offered from time to time. Access is restricted to authorised employees of the Member and must not be shared externally without written consent.

The Association grants each Member a non-exclusive, non-transferable right to access and use the Licensed Content solely for the Member's internal business and professional purposes. Members may:

- Search, review, and display Licensed Content within the Association's platforms and materials.
- Make limited extracts or printouts of Licensed Content for internal reference; and
- Share insubstantial portions of Licensed Content internally among authorised employees only.

Members must not:

- Copy, reproduce, distribute, or transmit Licensed Content to third parties.
- Create or distribute Derived Data, except as expressly permitted in writing by the Association.
- Store Licensed Content systematically in a way that creates a substitute for the Association's services; or
- Use Licensed Content in connection with automated or machine-learning processes without express written permission.

Members may store limited extracts of Licensed Content in archives only to the extent required to comply with legal or regulatory obligations. Such archives must not be used as a substitute for the Association's services.

The Association may from time-to-time permit sharing of Licensed Content with government, regulatory authorities, or advisers where legally required, provided such parties are bound by confidentiality obligations.

5. Intellectual Property Rights

All intellectual property in the Licensed Content, Data, publications, systems, and Services remains the property of the Association or its licensors. Membership does not confer ownership rights. Members may use the Licensed Content solely for their internal purposes and in compliance with these Terms.

Members acknowledge that Licensed Content may include material sourced from third-party licensors. Such content remains the intellectual property of those licensors and may be subject to additional restrictions.

6. Contributed Data and Derived Data

Where a member provides Contributed Data to the Association, the Member grants to the Association a non-exclusive, royalty-free, irrevocable license to process and use such data in connection with the Association's activities, publications, and databases.

The Member warrants that it has all necessary rights and permissions to provide the Contributed Data and to authorize its use by the Association.

The Association shall have no liability in connection with Contributed Data provided by Members unless expressly agreed in writing.

The Member may create Derived Data from Licensed Content only with the Association's prior written consent. Any Derived Data remains the property of the Member, subject to the Association's continuing rights in the underlying Licensed Content.

The Association may remove or delete Contributed Data at its discretion where required by law, or to ensure data integrity or compliance.

The Member shall not reproduce, distribute, sell, or commercially exploit any Data or materials without prior written approval. The Member shall implement reasonable measures to prevent unauthorized access, copying, or disclosure.

7. Verification and Audit

The Association reserves the right to verify or audit the Member's use of the Data, Licensed Content, and Services for the sole purpose of confirming compliance with these Terms. Such verification may be conducted remotely by document review or, where necessary, on-site during normal business hours. The Association shall ensure that any information obtained during an audit is treated as confidential and used only for compliance assessment.

Where audits involve the review of materials containing Personal Data or commercially sensitive information, both parties shall comply with applicable data protection and confidentiality obligations. The Association may appoint a qualified independent auditor (bound by confidentiality) to carry out the audit. If the audit reveals material non-compliance, the Member shall promptly remedy the breach and may be liable for the Association's reasonable audit costs.

Failure by the Member to provide reasonable cooperation or access may result in suspension or termination of membership.

8. Changes to the Data or Services; Discontinuation

The Association may update, modify, or discontinue any Data, Licensed Content, publication, or Service at its discretion. Where practicable, Members will be notified of significant changes in advance.

9. Changes to the Terms

The Association may revise or update these Terms and related membership conditions from time to time to reflect legal, operational, or policy requirements. Members will be informed of any material amendments in writing or by email before they become effective. Continued use of membership benefits after such notification will constitute acceptance of the revised Terms.

10. Indemnities

The Member agrees to indemnify and hold harmless the Association against any losses, liabilities, or claims arising from the Member's misuse of the Data, Licensed Content, Services, or any breach of these Terms.

11. Warranties; Limitations on Liability

The Association provides the Data, Licensed Content and Services "as is" without warranty of accuracy or fitness for purpose and members use it at their own risk. Notwithstanding this, any liability for any direct damages is limited to the amount of Fees paid by the Member in the 12 months preceding the event giving rise to liability. The Association shall not be liable for indirect, consequential, or economic losses.

12. Term; Suspension and Termination

The Association may suspend or terminate a Member's rights if

(a) Fees remain unpaid after thirty (30) days of invoice due date,

(b) the Member materially breaches these Terms and fails to remedy the breach within fourteen (14) days of written notice, or

(c) the Member engages in conduct that, in the reasonable opinion of the Association, causes material harm to its interests or reputation.

The Member may terminate membership by written notice at least thirty (30) days before renewal. Termination shall not relieve the Member of liability to pay any outstanding Fees. Upon termination, all access to Licensed Content and Services shall cease, and the Association may delete or deactivate Member accounts.

13. Consequences of Termination or Expiry

Upon termination or expiry, the Member's rights of access to Data, Licensed Content and Services shall cease. The Member shall delete or destroy any Data and Licensed Content obtained, except as required by law.

14. Data Protection

Each party shall comply with applicable data protection legislation, including the UK GDPR and Data Protection Act 2018. The Association's privacy policy forms part of these Terms.

15. Confidentiality

Both parties shall treat as confidential any information disclosed under these Terms that is not publicly available and shall use it solely for the purposes of membership.

16. Notice

Any notice required under these Terms shall be in writing and delivered by hand, courier, post, or email to the recipient's last notified business address or registered email.

Notices sent by email shall be deemed received on the next Business Day after transmission unless a delivery failure notice is received.

Notices sent by post shall be deemed received three (3) Business Days after posting within the United Kingdom or seven (7) Business Days internationally.

Each party shall keep its contact details up to date by writing notice to the other.

17. Governing Law and Jurisdiction

These Terms and any dispute arising hereunder shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales.

18. Entire Agreement

These Terms constitute the entire agreement between the parties and supersede all prior discussions or communications regarding membership.

19. Assignment

The Member may not assign or transfer its rights or obligations under these Terms without prior written consent. The Association may assign these Terms to a successor organisation.

20. Relationship of the Parties

Nothing in these Terms creates any partnership, joint venture, or employment relationship between the Member and the Association.

21. Third-Party Beneficiaries

No third party shall have any right to enforce these Terms under the Contracts (Rights of Third Parties) Act 1999.

22. Waiver and Cumulative Remedies

Failure to exercise any right shall not constitute a waiver. Remedies under these Terms are cumulative and in addition to any available under law.

23. Severability

If any provision of these Terms is held invalid, the remaining provisions shall remain in full force and effect.

Last updated: April 2026

Approved by: Anaerobic Digestion and Bioresources Association