# 

# DEFINITIONS

In these T&Cs the following words have the following meanings:

**Business Day** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Marketing Communications** means the following types of materials: your website, company reports, company brochures, customer newsletters, customer magazines. References to Marketing Communications do not include the following types of materials: the packaging for your products, adverts, point of sale or other materials for your products or services nor any other materials that may give the impression to customers that a payment will be made to Help for Heroes for each product/service purchased – this would require a different type of arrangement.

**Membership** means a Help for Heroes corporate membership including applicable membership benefits.

**Membership Benefits** means Membership benefits appropriate to Your Membership level.

**Membership Fee** means the fee as appropriate to Your Membership level at the time of Application.

**Logo** means a Help for Heroes ‘Heroes Network’ corporate membership logo provided in your Membership Pack as applicable to Your Membership.

**Membership Pack/Webpage** means the electronic pack of materials and products to be provided by Help for Heroes under a particular Membership as indicated in the description of that Corporate Membership Package on our website, in our leaflets and in these T&Cs.

**Term** means the term of Your Membership as detailed in this agreement beginning on the date of Our confirmation email to You stating that Your Membership Fee has cleared in our bank account.

**Statement** means the following statement:

**(your business)** is recognised as a Heroes Network Member. Working alongside Help for Heroes to support veteran communities and their families to live well after service.

**We/Us/Our** means Help for Heroes and/or Help for Heroes Trading Ltd.

**You/Your** means the company, corporation, organisation, partnership or sole trader who has applied for the Membership.

# MEMBERSHIP APPLICATIONS

* Your application for Membership is your offer to us to purchase such membership and we reserve the right to reject your application at our sole discretion.
* By submitting your application, You accept these T&Cs.
* If we accept your application, we will notify you in writing of our acceptance and issue an invoice for the Membership Fee.
* All information provided in Your application must be true and accurate at the time of application and You must notify Us of any change without delay.

**This Corporate Membership Agreement (“Agreement”) is made between:**

1. Help for Heroes, of 14 Parker’s Close, Downton Business Centre, Salisbury, Wiltshire with registered company number **06363256** and registered charity number 1120920 (“**Help for Heroes**”); and
2. Help for Heroes Trading Limited, of 14 Parker’s Close, Downton Business Centre, Salisbury, Wiltshire with registered company number, a registered company in England and Wales with registered number **06380957 (the “Trading Company”) and**
3. - [Corporate Member Name], a company incorporated in [Insert Jurisdiction] with company number [Insert Number] and registered office at [Insert Address] (“the Member”).

## 1. Purpose

The purpose of this Agreement is to formalise the relationship between the Charity and the Member, outlining the rights, responsibilities, and benefits of corporate membership.

## 2. Membership Term

Membership shall commence on [Start Date] and continue until [insert End Date] unless terminated earlier in accordance with this Agreement.

## 3. Membership Fees

The Member agrees to pay an annual membership fee of [Insert Amount £], payable within 30 days of the invoice date. Fees are reviewed annually.

(Over 250 employees: £5000+ VAT PA or Under 250 employees: £2500+VAT)

## 4. Membership Benefits

4.1 Membership Benefits are granted for the Term according to your Membership level and may change without notice.

* 1. You must use the Statement, the Logo and the web link to our website only in the exact form it has been provided to You.
  2. Permitted uses of the Statement and/or the Logo exclude the following:-
     1. use on product packaging;
     2. adverts of products and/or services;
     3. other promotional materials for your products of services;
     4. advertising at the point of sale; and
     5. any other materials that may induce the public to believe that the Help for Heroes will benefit in any way from the sale of any product or service.
  3. Any publication mentioning your Membership (other than publication of the Statement) must be approved in advance in writing by our Corporate Partnerships team.

4.5 Corporate Members may receive:

* Online resources and videos, downloadable for you to use on your intranet systems.
* Three webinars a year focused on topics like mental health, suicide prevention and building a Forces friendly organisation.
* Two in-person networking events a year aimed at veteran network leads.
* A downloadable kitemark badge to show your commitment to supporting veterans.
* A social media pack for important national days, such as Armed Forces Day and Remembrance Sunday.
* Volunteering opportunities at our popular fundraising and sporting events.
* Discounts on purchases made from our Help for Heroes shop.
* Early bird access to the Charity’s challenge events.
* A range of self-help guides for veterans.
* Access to our Community Cafes and an opportunity to run Community Cafes for veterans.
* News stories and updates on veteran campaigns.
* The Heroes Network badge and statement to use on your website to show you are a supporter of the Armed Forces community.

We reserve the right to vary Membership Benefits without notice.

4.6 Bespoke webinars:

Bespoke webinars can also be provided at an additional cost:

15 employees/attendees: £1000+VAT for 1 hour webinar

15 employees/attendees: 50 employees: £1500+VAT

50+ employees/attendees: £3000+VAT

## 5. Member Obligations

The Member agrees to:

- Support the Charity’s mission and values.

- Promote the Charity’s work within its networks.

- Comply with the Charity’s Code of Conduct.

- Comply with these T&Cs and Our Ethical Policy

- Not perform any acts that may be considered contrary to, or incompatible with, our

charitable objectives or perform any acts that might otherwise harm our reputation

or work.

## 7. Charity Obligations

The Charity agrees to:

- Provide the benefits outlined in Section 4.

- Maintain regular communication with the Member.

- Ensure transparency in the use of funds and activities.

## 7. Termination

* 1. We may terminate your Membership with immediate effect if:
     1. You breach Our Ethical Policy (policy is available on request)
     2. You breach any of Your obligations in clause 5 above;
     3. You breach any of these T&Cs and the breach is incapable of being remedied or, if the breach is capable of being remedied, You fail to remedy such breach within 10 days of receipt of written notice specifying the breach and requiring it to be remedied; or
     4. in our opinion, your association with us has or is likely to become damaging to the reputation of Help for Heroes.
  2. You can terminate your membership at any time by giving Us 15 Business Days’ written notice.
  3. At the expiry or termination of your Membership, You must immediately:-
     1. Stop using Your Membership benefits;
     2. Remove the Statement, Logo and the link to Our website from your website, and all other electronic and printed materials;
     3. Delete any electronic copies You may have of the Statement and Logo.
  4. No refunds will be issued in case of early termination of Your Membership.

# Changes to Membership Terms & Conditions

These T&Cs may be revised from time to time. In such event, we will email the revised version to you. It will be your responsibility to keep up to date with all such changes and your continued Membership will be deemed acceptance of any such changes.

# Limitation of Liability

* 1. Nothing in these T&Cs limits any liability which cannot legally be limited.
  2. Subject to clause 9.1, Our total liability to You arising under and/or in connection with your Membership and these T&Cs, including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise shall not exceed Your Membership Fee.

# General

* 1. No failure or delay by Us to exercise any right or remedy provided under these T&Cs or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
  2. You are not entitled to assign, transfer nor grant any sub-licences of your rights under these T&Cs.

## 11. Confidentiality

Both parties agree to keep confidential any sensitive information shared during the term of this Agreement.

## 12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

## 13. Signatures

Signed for and on behalf of Help for Heroes:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed for and on behalf of Help for Heroes Trading Ltd:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed for and on behalf of the Member:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_