



Suffolk Wildlife Trust

Business Ambassadors Club (v1 – May 2025)

1. Interpretation

1.1. Definitions:

- 1.1.1. "Annual Membership Fee" means the annual fee charged to Members as published on the Suffolk Wildlife Trust website.
- 1.1.2. "Contract Term" means 12 months from sign up.
- 1.1.3. "Events" constitutes the in person and virtual events offered to members.
- 1.1.4. "Member" means the Company who is named on the Membership order form and for whom, following acceptance, Suffolk Wildlife Trust has agreed to provide services.
- 1.1.5. "Members Club" means Business Ambassadors Club by Suffolk Wildlife Trust
- 1.1.6. "Members Directory" means the 'Our Corporate Supporters' page on the Suffolk Wildlife Trust Website that details the Company Name of each member.
- 1.1.7. "Membership" means the period of time when a Member is contracted to the Members Club.
- 1.1.8. "Membership Fee" means the payment made by a Member to The Organiser to cover membership costs for the Contract Term.
- 1.1.9. "Membership Year" means the 12 months running 1st April to 31st March.
- 1.1.10. "Specified Service" means the service provided to members and set out in clause 3 to these Terms and Conditions.
- 1.1.11. "Terms and Conditions" means the terms and conditions of Membership set out below.
- 1.1.12. "The Organiser" means Suffolk Wildlife Trust
- 1.1.13. "Website" means www.suffolkwildlifetrust.org.uk.

2. Agreement to these Terms

- 2.1. When applying for Membership of the Members Club, the Member confirms that they have read and agree to be bound by these Terms and Conditions.

3. Supply of the Specified Service

- 3.1. The Organiser shall at its sole discretion provide the following Specified Service to the Member:
 - 3.1.1. Listing in the Member's directory on <https://www.suffolkwildlifetrust.org/corporate/supporters>



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- 3.1.2. Membership certificate and Digital Asset Pack;
- 3.1.3. a "We've Joined" digital pin for use on your email signature strip or website;
- 3.1.4. opportunity to attend four quarterly Net-Walking events per Membership Year;
- 3.1.5. opportunity to meet and network with like-minded business owners and professionals;
- 3.1.6. Invitation to a closed Linked In Group with regular posts from a dedicated Wildlife Advisor;
- 3.1.7. Wild Suffolk Magazine three times a year;
- 3.1.8. Business e-Bulletin three times a year;
- 3.1.9. Priority Invitation to key events
- 3.2. The Specified Service is given to the Member subject to these Terms and Conditions.
- 3.3. The Organiser shall use its reasonable endeavours to provide the Specified Service within the advertised times.
- 3.4. The Organiser may at any time without notifying the Member make any changes to the Specified Service which are necessary to comply with any safety or other statutory requirements and/or which do not materially affect the nature or quality of the Specified Service.
- 3.5. Any other changes or additions to the Specified Service or to these Terms will be notified to the Member in writing by the Organiser in advance of those changes taking place.

4. Contract Term and Payments

- 4.1. Membership of The Members Club is for an initial Contract Term of 12 months and is subject to payment of the annual membership fee (payable in full via invoice).
- 4.2. a new member can sign up at any point in the year.
- 4.3. Following the expiry of the initial Contract Term, the Member must renew their Membership paying the Membership Fee for the next Contract Term otherwise Membership is terminated in accordance with these Terms and Conditions.

5. Warranties and Liability

- 5.1. The Organiser warrants to the Member that the Specified Service will be provided using reasonable care and skill as far as reasonably possible. Where the Members Club uses the service of any agent or third party (such as speakers at events) the Organiser does not give any warranty, guarantee or indemnity in that respect.



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- 5.2. The Organiser shall not be liable to the Member by reason of any representation (unless fraudulent or negligent) for any loss of profit or any indirect, special or consequential loss, damage costs, expenses or other claims (whether caused by the negligence of the Organiser or its agents or otherwise) which arise out of or in connection with the provision of the Specified Service and the entire liability of the Organiser under or in connection with the Membership or Specified Service shall not exceed the Membership Fee for that Contract Term, except as expressly provided in these Terms and Conditions.
- 5.3. This warranty is in lieu of all other terms, conditions, and warranties, expressed or implied statutory or otherwise and any other liabilities whatsoever and howsoever arising.
- 5.4. The Organiser shall not be liable to the Member or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of the Members Club's obligations in relation to the Specified Service, if the delay or failure is due to any cause beyond the Organiser's reasonable control, and time shall not be of the essence.

6. Auto Renewal and Termination of Membership

- 6.1. On payment of the Membership fees, the member commits to membership for the Contract Term.
- 6.1.1. Where membership is paid by annual one-off fee, membership is not auto renewed and as such there is no requirement to give notice at the end of the membership term.
- 6.2. Either party may at any time terminate the Membership by immediate written notice if the other commits any material breach of these Terms and Conditions or goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors, or has a receiver or administrator appointed. No refund of fees will be due.

7. Insolvency of Member

- 7.1. This clause applies in the following circumstances:
- 7.1.1. The Member makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction);
- 7.1.2. An encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Member;
- 7.1.3. The Member ceases, or threatens to cease, to carry on business;



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7.1.4. The Organiser reasonably believes that any of the above events is about to happen and notifies the Member accordingly.

7.2. If this clause applies then, without limiting any other right or remedy available to the Organiser, the Organiser may cancel the Contract or suspend Membership, including access to its website and attendance at Events.

8. General

8.1. Members are listed on the Our Corporate Supporters pages of the Suffolk Wildlife Trust website. Members may, from time to time at Suffolk Wildlife Trust's discretion, be mentioned in promotional materials for the Members Club, including (but not limited to) in press releases, social media posts and website content. If you would prefer not to be named, please contact partnerships@suffolkwildlifetrust.org.

8.2. As a Member of the Members Club, the Member agrees to conduct themselves in a professional and business-like manner, treating other members with respect at all times. If the Organiser should receive a complaint about any Member's behaviour, it reserves the right to suspend Membership. Such complaints would constitute a breach of these Terms and Conditions.

8.3. Membership of the Members Club is at the sole discretion of Suffolk Wildlife Trust, and we reserve the right to refuse Membership.

8.4. Our website uses cookies to monitor browsing preferences. If you do allow cookies to be used, certain personal information may be stored by us. We will never share your personal details with third parties.

9. Waiver.

9.1. No failure or delay by either party in exercising any of its rights under these Terms and Conditions shall be deemed to be a waiver of that right, and no waiver by either party of any breach of these Terms and Conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

10. Photography

10.1. As a Member of the Members Club, the Member gives consent to be included in photography taken at events, which may be used in promotional materials at Suffolk Wildlife Trust's discretion. This includes - but is not limited to - use in press releases, social media posts, and website content. If you would prefer to opt out of photography, please contact partnerships@suffolkwildlifetrust.org



11. Confidentiality.

- 11.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients, or suppliers of the other party, except as permitted by below.
- 11.1.1. Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, subcontractors, or advisers who need to know such information for the purposes of carrying out the party's obligations under these Terms and Conditions. Each party shall ensure that its employees, officers, representatives, subcontractors, or advisers to whom it discloses the other party's confidential information comply with this clause; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.1.2. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under these Terms and Conditions.

12. Notices.

- 12.1. Any notice to the Members Club is to be sent in writing to **The Partnerships Team, Suffolk Wildlife Trust, Brooke House, Ashbocking IP6 9JY, Suffolk or by email to partnerships@suffolkwildlifetrust.org**. Notices to the Member will be sent to the address on the order form unless the Organiser is otherwise informed in writing. The provisions of this clause shall not apply to the service of any proceedings or documents in any legal action.

13. Severance.

- 13.1. If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Terms and Conditions.

14. Entire agreement.

- 14.1. These Terms and Conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.



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14.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms and Conditions.

15. Variation.

15.1. No variation of Membership shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. Force majeure.

16.1. Neither party shall be in breach of these Terms and Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these Terms and Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control.

17. Third parties.

17.1. No one other than a party to these Terms and Conditions shall have any right to enforce any of its terms.

18. Governing law.

18.1. These Terms and Conditions, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

19. Jurisdiction.

19.1. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or its subject matter or formation.

20. Eligibility of Membership

20.1. Suffolk Wildlife Trust reserve the right to reject an applicant and remove their access to the Members Club. Examples of organisations that do not comply with our ethical fundraising policy and thus shall not be admitted for membership include any Company (including any parent, subsidiary or associated organisation with an interest of 50% or more) which carries out as its principal activity:

20.1.1. Fracking



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- 20.1.2. New fossil fuel development
- 20.1.3. Unsustainable exploitation of natural resources
- 20.1.4. Manufacture of chemicals that persist in the environment to the detriment of biodiversity
- 20.1.5. Projects which we as a group of Wildlife Trusts are opposed to (e.g. Severn Tidal Lagoons)
- 20.1.6. Unsustainable crypto currency mining
- 20.1.7. Development projects which negatively impact key wildlife sites including Local Wildlife Sites, Nature recovery Networks and sites with legal protection
- 20.1.8. Badger culling
- 20.1.9. Use of neonicotinoids
- 20.1.10. Biofuel production

20.2. This is not an exhaustive list: Suffolk Wildlife Trust works on a case-by-case basis, and all applications are dealt with individually.

20.3. If we require further information from an organisation during the application process, we will contact them directly.

If you have any questions about these terms and conditions, please contact us: By email partnerships@suffolkwildlifetrust.org