

## Terms of membership

These Terms & Conditions relate to paid-for membership of UKFB & Co Ltd., trading as “Fund Boards Council”, hereafter known as “FBC” and should be read in conjunction with our website Terms and Conditions and Privacy Statement, both of which are available at [www.fundboards.org](http://www.fundboards.org). Unless otherwise specified, the Terms and Conditions relate to all three levels of membership; 1) aspiring iNED member, 2) incumbent iNED member and 3) corporate member.

1. By submitting the online booking form, you are offering to enter into a contract with UKFB & Co Ltd., a company registered in England and Wales under company number 11629067, whose registered office is at 20-22 Wenlock Road, London, N1 7GU.
2. That contract will be formed when we send you an email or other written communication confirming your membership (and not before).
3. We reserve the right to reject and refund any application for membership for any reason.
4. That contract will be in English and will be subject to the laws of England and Wales. You agree to submit to the jurisdiction of the English courts in relation to any issue relating to that contract.
5. Please review and, if necessary, correct the information you entered into the membership application before you submit.
6. Unless otherwise stated, the fees stated are inclusive of VAT.

### 7. Terms of membership

Membership of FBC is granted on an annual basis. Unless otherwise agreed in writing, the terms are as follows:

**7.1 Aspiring iNED membership** - Membership is granted on an annual basis, commencing upon receipt of membership fees (payable online at [www.fundboards.org](http://www.fundboards.org)) and a confirmation email being sent to the member.

7.1.1. Membership will renew automatically on the annual anniversary of the original subscription upon successful collection of membership fees, until such time as the member contacts to cancel their membership or amend it in line with the terms set out in paragraph 8 below.

**7.2 Corporate iNED membership** - Membership is granted for a period of 1 year, commencing upon receipt of membership fees (payable by bank transfer to FBC) and a confirmation email being sent to the member.

7.2.1 Members will be contacted 6 weeks prior to the end of the first year of their membership to discuss continuation of their membership. Membership will continue uninterrupted upon receipt of membership fees prior to the end of the 1 year term.

**7.3 Corporate membership** - Membership is granted for a period of 1 year, commencing upon receipt of membership fees (payable by bank transfer to FBC) and a confirmation email being sent to the member.

7.3.1 Members will be contacted 6 weeks prior to the end of the first year of their membership to discuss continuation of their membership. Membership will continue uninterrupted upon receipt of membership fees prior to the end of the 1 year term.

7.3.2 Corporate members will have access to FBC membership for each of their board members, up to a maximum of 12 individuals.

7.3.3 Membership is strictly limited to members of the company’s fund boards only. Additional individuals may be added at the discretion of FBC, subject to express written permission being granted by the founders of FBC.

7.3.4 Corporate members agree to provide FBC with the contact details of designated person within their company who will be responsible for ensuring that the details of individual board members are provided to FBC's founders for the purposes of setting up and maintaining their membership account.

7.3.5 Corporate Members also undertake to advise FBC of any changes to the individual members within the corporate membership group.

## **8. Cancellation**

8.1 In accordance with the provisions of the Consumer Rights Act 2015 (if and only if you are a consumer for the purposes of those regulations) you have the right, within 14 days starting the day after the day on which we send you written confirmation of our acceptance of your booking, to cancel your membership application with us. If you wish to exercise this right of cancellation, please email [contact@fundboards.org](mailto:contact@fundboards.org). After this point, there will be no right to refund or transfer of membership except in the situation set out in item 8.3 below.

8.2 If you are a consumer and exercise your right to cancel under paragraph 8.1 above, we will refund any fees which you have paid in advance within 30 days after you inform us that you wish to cancel.

8.3 Our aim is to support prospective iNEDs to become incumbent iNEDs on a mutual fund board as early in their membership as possible. With this in mind, we will refund aspiring iNED membership fees (up to a maximum of £350 inc VAT) in the event that an aspiring iNED converts to incumbent iNED membership and pays relevant fees in full or joins a board which is already a corporate member within the first 12 months of aspiring iNED membership.

8.4 The offer set out in paragraph 8.3 is open to those on aspiring iNED membership levels only and is subject to full payment of incumbent iNED membership fees or written proof that the member has joined the board of an existing corporate member of FBC. Once payment is complete or proof provided to the satisfaction of the founders of FBC, we will refund aspiring iNED membership fees within 30 days.

## **9. Termination**

9.1 We may cancel your membership of FBC at any time with immediate effect by giving you written notice if:

9.1.1 we are unable to take payment for aspiring iNED membership levels; or

9.1.2 fees to renew membership at either an incumbent iNED or corporate membership level are not paid within 30 days of the date of invoice; or

9.1.3 you breach these Terms in any material way and you do not correct or fix the situation within the period of time that we ask you to do so.

## **10. Events**

10.1 We reserve the right to cancel or change the time or date of any event we hold or change its venue, content and the speakers at any time at our discretion.

10.2 We will not be liable for any additional costs, losses or expenses resulting from any cancellation of the event or any change to its time, date, venue, content or speakers.

10.3 It is your responsibility to ensure that information, resource materials and Events / Webinars offered by us or other Members or third parties as the case may be via the Site match your requirements. In particular, we accept no responsibility or liability whatsoever for any loss or damage which you might suffer or incur in the event that any information, resource materials

or Events provided by us or another Member or a third party as the case may be do not meet your requirements or are not suitable for you.

11. We reserve the right to update these Terms and Conditions as necessary and if any Terms are to be changed, we will provide an update notice to all members in advance of any such change taking effect.

11.1 Any changes to Terms and Conditions will not be valid unless made in writing and signed by our authorised representative. If any provision of these Terms and Conditions is held to be invalid or unenforceable in whole or in part, the validity of the remaining Terms and Conditions will not be affected.

12. We only use your personal data in accordance with our Privacy Policy, which you are advised to read. By submitting an application for membership, you are consenting to our use of your personal data in accordance with these policies.

13. In the event that FBC is sold, these terms remain in place for those members transferring to the successor business until such time as they are updated by the successor business and members are notified accordingly.

#### **14. General Data Protection Regulations (GDPR)**

FBC is committed to protecting and respecting your privacy. For the purposes of the General Data Protection Regulations (GDPR) and the Data Protection Act (2018), the Data Controller is UKFB & Co Ltd.

14.1 Full information can be found in our Privacy Statement at [www.fundboards.org](http://www.fundboards.org). This Statement sets out why we collect personal information about individuals and how we use that information. It explains the legal basis for this and the rights you have over the way your information is used.

#### **15. Competition law**

FBC is a membership organisation for sharing general information and best practice on good governance only. In line with all applicable competition laws, members are expressly prohibited from sharing competitive information with one another during the course of their membership with FBC.

15.1 FBC takes our responsibilities with regard to competition law very seriously and we will seek to comply with competition laws in a manner which avoids even the appearance of any potentially anti-competitive practices. This includes but is not limited to the exchange of commercially sensitive information, which could include pricing and non-public strategic intentions. We take reasonable steps to safeguard against this, including making members aware of their obligations in this regards upon joining FBC and reminding members of these obligations at the start of each discussion involving corporate members.

15.2 All FBC members, individual and corporate, will be required to agree to these guidelines. Any members found to be in breach of them will have their membership of FBC withdrawn.