



# **BIID**

## **Platinum Partner**

### **TERMS AND CONDITIONS**



# Introduction:

1. The British Institute of Interior Design ('the BIID' or 'we' etc) is a company registered in England & Wales, company registration number 00860708. Its registered office is Summit House, 170 Finchley Rd, London NW3 6BP. Its address for correspondence is 50 Liverpool Street, London EC2M 7PY.

# Application:

2. These Platinum Partner Terms and Conditions ('Conditions') apply between the BIID and any person or entity that agrees to become a BIID Platinum Partner ('Platinum Partner' or 'you' etc). By paying a subscription to become a BIID Platinum Partner, or otherwise agreeing to become a BIID Platinum Partner, you agree to these Conditions.
3. Except as otherwise agreed in writing between the BIID and you, these Conditions apply to the exclusion of any other terms that either party seeks to impose or incorporate, or which are implied by law or otherwise.
4. If and to the extent there is any inconsistency between these Conditions and any information on our website at <https://biid.org.uk/> ('our Website'), these Conditions shall prevail.

# Platinum Partner Benefits:

5. The benefits afforded to BIID Platinum Partners ('Benefits') will be as described on our Website at the time you became a BIID Platinum Partner, or as otherwise confirmed by us in writing to you.
6. However, we reserve the right at any time to amend the Benefits, if it is necessary to remove a benefit, an appropriate alternative will be found. If we do this, we will detail the changes on our Website.

# Platinum Partner Subscription:

7. The amount you must pay to become a BIID Platinum Partner ('Subscription'), and the period covered by the Subscription, will be confirmed to you in writing. The Subscription excludes VAT, which you must pay in addition.
8. You shall pay the Subscription, in full and without any deduction, in accordance with the payment terms shown on our invoice.
9. If you fail to pay the Subscription in full when due, we may, without liability and with or without prior warning, terminate your status as a BIID Platinum Partner and the contract between the BIID and you for it ('the Contract') by notifying you in writing. Our right to terminate the Contract is in addition to any other rights or remedies that may be available to us.

## Use of BIID Platinum Partner Logo:

10. The Benefits include the right to use the BIID Platinum Partner Logo ('the BPP Logo') on your website, brochures and other marketing materials.
11. Such right is subject to the conditions that you shall:
  - a. use only the BPP Logo as made available to you by the BIID (which may be of a size or in a version corresponding with particular Platinum Partner Benefits to which you are entitled);
  - b. use the BPP Logo in full, without addition or alteration;
  - c. not use the BPP Logo in a manner that may imply endorsement by the BIID of your products or services; and
  - d. comply with any instructions of the BIID from time to time given to you in writing, concerning use of the BPP Logo.
12. Immediately the Contract ends or you otherwise cease to be a BIID Platinum Partner, you must cease all use of the BPP Logo.
13. All intellectual property and other rights in and to the BPP Logo, and all goodwill attaching to it, are and shall remain the property of the BIID.

## Responsibility for your Goods and Services:

14. Your status as a BIID Platinum Partner does not imply any endorsement by the BIID of any goods or services provided by you, and the BIID has no responsibility for such goods or services. You must not do anything that may imply any such endorsement or responsibility and you must take such steps as the BIID may from time to time require to counter any suggestion by any person of such endorsement or responsibility.
15. Because you are permitted to use the BPP Logo, thereby creating an association between you and the BIID, some third parties may nevertheless assume such endorsement or responsibility. If any person contacts the BIID suggesting or alleging such endorsement or responsibility:
  - a. the BIID will so inform you;
  - b. you must take all steps as the BIID may require to make clear that there is no such endorsement or responsibility; and
  - c. you must further communicate with the person suggesting or alleging such endorsement or responsibility, (i) in a manner calculated to resolve, to their reasonable satisfaction, any issues arising, and (ii) in a manner calculated to reflect well on the BIID.

16. Should any person threaten or bring any claim against the BIID or persons associated with it, arising out of or in connection with goods or services provided by you, you shall upon demand by the BIID defend, indemnify and hold harmless the BIID and all persons associated with it from and against such claim and all costs, damages and losses arising out of or in connection with it.

## Warranty:

17. You represent and warrant that all information concerning your organisation and business that you provided to us in connection with your application to become a BIID Platinum Partner was when provided, and shall throughout the term of the Contract remain, true and complete in all material respects, and was and is not misleading.

## Termination of the Contract:

18. If the statement in paragraph 17 above is or becomes untrue, or if we become aware of any facts or circumstances concerning you (including, for example, a change in circumstances) that lead us to believe that having you as a BIID Platinum Partner will or may not be in keeping with our ethos or reputation, or will or may otherwise be damaging to the reputation of the BIID, we may, without liability and with or without prior warning, terminate the Contract by notifying you in writing. Our right to terminate the Contract is in addition to any other rights or remedies that may be available to us.

## Liability:

19. Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- a. death or personal injury caused by negligence; or
- b. fraud or fraudulent misrepresentation.

All terms in these Conditions or elsewhere in the Contract that have as their object or effect the exclusion or limitation of liability are subject to this paragraph 19.

20. The restrictions on liability in these Conditions or elsewhere in the Contract apply to every liability arising under or in connection with it, including liability in contract, tort (including negligence), misrepresentation or otherwise.
21. The BIID shall have no liability for any of the following: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; wasted expenditure; loss of or damage to goodwill; and indirect or consequential loss.

22. The BIID's liability shall in all circumstances be limited to refunding to you the most recent Subscription paid (or that should have been paid) by you.
23. Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such failure or delay results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly.

## Data Protection:

24. All personal data collected by the BIID in connection with your becoming and being a BIID Platinum Partner will be processed in accordance with the BIID Privacy Policy which is viewable on our Website.

## Other Terms:

25. The headings in these Conditions or elsewhere in the Contract are for convenience only and shall have no legal effect.
26. Any words that follow 'include', 'includes', 'including', 'in particular', 'for example', 'e.g.', or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words.
27. You may not assign any of your rights or obligations under the Contract.
28. These Conditions and the Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
29. The BIID and the Platinum Partner irrevocably agree 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 the Contract or its subject matter or formation.



[www.biid.org.uk](http://www.biid.org.uk)