



## MEMBER TERMS AND CONDITIONS

Last updated February 2020

These terms and conditions form the basis of the contract through which FaithInvest ('FaithInvest', 'we' or 'us') will deliver membership services (the "Services") to you as a member of FaithInvest ('member' or 'you').

FaithInvest is the global membership association and investment community of faith-based organisations set up to grow the scale and impact of faith-consistent investing. Our members are faith-based organisations, faith investors and faith fund managers. We operate both as a company limited by guarantee and as a UK registered charity headquartered in Bristol, UK.

In consideration of us accepting your application to become a FaithInvest member and allowing you to access the site, you agree to be bound by these terms and conditions. You should also note that these terms and conditions set out obligations to other FaithInvest members, and those FaithInvest members may be able to enforce their rights against you under these terms and conditions. Your attention is particularly drawn to the limitations and exclusions of liability set out in these terms and conditions.

### 1. Membership Applications

- a) Membership is open to:
  - a. Religious institutions and faith-based organisations;
  - b. Faith-based investors and faith fund managers;
  - c. Faith-aligned groups which are not religious institutions (eg, a faith-based non-profit or family office);
  - d. Faith-aligned networks of member organisations.
- b) Applications for membership will be considered by FaithInvest which has the right to refuse applications.
- c) By submitting an application form by email, the Member is deemed to have signed the application form.
- d) Acknowledgement that your application has been received and is being processed does not yet mean that your application has been accepted.
- e) Applications for reduced Affiliate Membership may be considered on a case-by-case basis, and once all relevant supporting documentation requested is received.
- f) All information provided by you to us must be true and accurate at the point of applying. In the event of a change of circumstances such as change of contact details you must notify FaithInvest by phone, email or in writing.
- g) Membership belongs to the organisation regardless of who is named as the main contact person.

### 2. Membership requirements

- a) Affiliation to a faith or belief tradition recognised by FaithInvest.
- b) Commitment to developing faith-consistent guidelines, if you do not already have them, within six months of joining (see [www.faithinvest.org/fci-guidelines](http://www.faithinvest.org/fci-guidelines) for more information).

- c) Commitment to share appropriate information about your organisation which will allow us to curate services which are suitable for your needs.
- d) All members also agree to abide by the FaithInvest Code of Conduct (the 'Code'). All members sign up to this Code on joining and reaffirm their commitment on an annual basis. Failure to adhere to the Code, resulting in a formal complaint made against you, may result in the termination of your membership. Please see our [Code of Conduct](#) for more information.

### 3. Membership Fees, Renewals and Cancellations

- a) Membership fees will be waived for all Members until the end of March 2021. From **April 2021**, the annual contribution will be £2,000 GBP, payable as a lump sum or in monthly installments (11 instalments of £167 GBP and a 12th instalment of £163 GBP)
- b) We reserve the right to increase the membership fee from time to time.
- c) Membership fees cover all membership benefits and services, and one FaithInvest event per year is complimentary for members (ie, there is no participation fee charged to members; however, members will be responsible for their travel and accommodation costs.) Subsequent events in the year will incur participation fees.
- d) FaithInvest may offer additional, optional bespoke services which may be chargeable.
- e) Membership is fixed for a period of one calendar year starting on the day you join.
- f) Membership will be effectively immediately and payable within 30 days.
- g) Payment can be made by credit card, cheque or BACS. If membership payment remains outstanding, we will notify you by telephone, email or letter.
- h) It is the member's responsibility to advise FaithInvest of their intention not to renew. Subscription payments not received within one month of becoming due will result in the membership being considered lapsed and all services may be suspended pending payment. However, membership charges will continue to accrue, until resignation is received in writing, subject to the cancellation procedure outlined below.
- i) To cancel your membership you will need to notify us in writing, by letter or email, giving one month's notice prior to the anniversary of your application. No refunds will be provided unless the above notice requirements are complied with.

### 4. Cooling off period

- a) You have a cooling off period of fourteen (14) days from the date of confirmation of your new membership in which to cancel your subscription without penalty. You must notify us of your wish to cancel in writing by emailing [faithinvest@faithinvest.org](mailto:faithinvest@faithinvest.org) or by post to 2.1 Streamline, 436-441 Paintworks, Arnos Vale, Bristol BS4 3AS, UK.
- b) The cancellation right above only applies to new membership applications and does not apply to the renewals of existing memberships.

### 5. Membership categories

- a. **Zug Members:** Zug members are the founding organisations which participated in the Zug meeting in 2017 that led to the establishment of FaithInvest.
- b. **Members:** Members are the core members of FaithInvest
- c. **Affiliate members:** Affiliate members are organisations that may require financial assistance to join. These are discussed on a case-by-case basis.

## 6. Membership Benefits

- a) As a member of FaithInvest you will receive a wide range of benefits aimed at understanding your needs, guiding you to opportunities, developing your skills and capacity and enhancing awareness of faith-consistent investment. These include:
- Full access to the members' portal of the FaithInvest website, [www.faithinvest.org](http://www.faithinvest.org) (the 'Site');
  - The ability to exchange knowledge and professional experiences with the FaithInvest community;
  - Access to a high level of curation of resources, introductions and networks to support you in attaining your goals on faith-consistent investing;
  - Assistance, via FaithInvest's Membership Director and team, in developing your own faith-consistent guidelines, if you have not already developed them, as well as in developing your bespoke approach to faith-consistent investing;
  - Access to pipelines of investable projects through partner networks, entrepreneur programmes and from faith groups.
  - Curated online engagement through FaithInvest's member portal to find working groups, mentors and subject matter experts;
  - Access to FaithInvest webinars and events providing opportunities to engage with internationally recognised organisations;
  - Access to research on faith-consistent investing activities;
  - Access to training, education and support opportunities to enable you to develop your investment and technical skills and confidence;
  - Support for the faiths to develop their entrepreneurship skills to enable them to develop their own potentially investable projects;
- b) Member benefits are only available if subscription payments are up to date.
- c) Member benefits may change without notice.

## 7. Terminating Membership

- a) FaithInvest reserves the right to withdraw membership or to prevent any member from renewing membership if we deem the member to have contravened our Code of Conduct, or to have brought FaithInvest into disrepute, or to have misused the membership privileges.

## 8. Variation of Terms & Conditions

- a) FaithInvest may revise these terms and conditions from time to time. We will notify members of any such changes by email. It will be your responsibility to keep up-to date with all such changes and your continued membership shall be deemed acceptance of any changes to these terms and conditions.

## 9. Viruses, hacking and other offences

- a) You shall not (i) knowingly introduce any viruses into the Site or (ii) attack (or instigate or facilitate the attack of) the Site or Services via a denial-of-service attack or a distributed denial-of-service attack, or (iii) use the Site or Services for any purpose which is unlawful, abusive, libellous, obscene or threatening.
- b) A breach of this clause may constitute a criminal offence. We may report any such breach (whether actual or suspected) to the relevant law enforcement authorities and you agree to co-operate with those authorities.

- c) You shall be responsible for ensuring that you have in place on such systems appropriate virus protection processes and software.
- d) We will not be liable for any losses caused by any form of attack or viruses that may infect your computer equipment, computer programs, data or other proprietary material due to use of the Site or Services.

## **10. Links**

- a) The Site may contain links to other websites, which in turn may contain material that has been produced by third parties not affiliated with us. We have no control over those other websites and accept no responsibility or liability for information or content provided on such websites.

## **11. Liability**

- a) Nothing in these terms and conditions shall exclude or limit any person's liability for death or personal injury caused by its negligence, or any person's liability for fraud.
- b) Subject to the above, neither we nor any of our agents, licensors or delegates or our or their directors, officers or employees will be liable for any losses incurred or suffered by you, directly or indirectly in connection with:
  - materials provided to or by or on behalf of us being corrupted or inaccurate;
  - you being unable for whatever reason to access or use the Site or Services;
  - benefits, goods or services provided by an external provider/third-party;
  - any acts or omissions by you, any other FaithInvest members, or your or their personnel; or
  - us, or other FaithInvest members, acting on materials or communications which purport to have been made by or on behalf of you but which have been created or sent by (i) a third party purporting to act in your name, or (ii) a person who has lawful access to the Services but who exceeds his authority, regardless of whether such losses arise in contract, tort, negligence, breach of statutory duty or otherwise.
- c) Further, neither we nor any of our agents, officers or employees will be liable for any indirect or consequential losses incurred or suffered by you, whether or not those losses are foreseeable.
- d) The total aggregate liability of us to you for all losses arising out of or in connection with these terms and conditions, the Site and the Services (whether such losses arise in contract, tort, negligence, breach of statutory duty or otherwise) shall not exceed the amount of any fees received from you in the preceding 12 months.
- e) Except as specified in these terms and conditions, all express or implied conditions, terms, representations or warranties (whether implied by statute or otherwise) are hereby excluded to the maximum extent permitted by law.
- f) These terms and conditions do not and shall not affect your statutory rights as a consumer.

## **12. Data protection and confidential information**

- a) You acknowledge and agree that we may record, retain and use for monitoring, statistical analysis or marketing purposes information on or from your access to and use of the Site and the Services. Please see our Privacy Policy for more information on how and for what purposes we use your personal data.

- b) You shall treat as confidential and shall not (other than where permitted or compelled to do so by any Applicable Law) use or disclose to any person any Confidential Information nor permit its disclosure. For the purposes of these terms and conditions, Confidential Information means all information (in whatever form) which is not publicly known and which is disclosed to, or otherwise learnt by, you in connection with the site, Services or these terms and conditions.

### **13. Events**

- a) Members may be invited to events organised by us or our partners, to enable FaithInvest members to gain information and make the best use of networking opportunities.
- b) If you have paid us to attend such an event, and wish to cancel, you must inform us 14 days or more before the event to get a refund of the participation fee paid. Cancellations after that date will not be refunded, although substitute attendees can be made at any time by contacting us at [faithinvest@faithinvest.org](mailto:faithinvest@faithinvest.org). Refunds of related costs such as accommodation will be subject to the terms and conditions of the venue.

### **14. Governing law and jurisdiction**

- a) These terms and conditions are governed by English law. You hereby irrevocably submit to the exclusive jurisdiction of the English courts notwithstanding the jurisdiction where you are based.
- b) If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by the law.

### **15. Queries, comments and complaints**

- a) We will respond to any complaint or query received within five working days. This may be an acknowledgement that we have received a complaint whilst further investigations are carried out.
- b) If you have any queries, comments or complaints about your membership subscription, please contact the FaithInvest team on [membership@faithinvest.org](mailto:membership@faithinvest.org) or write to FaithInvest, 2.1 Streamline, 436-441 Paintworks, Arnos Vale, Bristol BS4 3AS, UK.