

Membership Agreement

CCMA Ventures Limited (“CCMA”, “we”, “our” and “us”) is a company registered in England and Wales. Our company registration number is 5799326 and our registered office is 2nd Floor, Regis House, 45 King William Street, London EC4R 9AN. Our VAT number is GB153131744.

Please read this document carefully that (together with any other documents referred to within them), sets out the terms and conditions (“Agreement”) for membership of the CCMA. By applying for membership, you agree to the terms of this Agreement.

1. DEFINITIONS

Business Day means 09:00 to 05:00 on a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

CCMA Materials means all CCMA owned or supplied IPR in or associated with our Services, including any additions, or modifications to the Services that may arise from time to time;

Fees means the fees for the Services set out on the Membership Website;

Intellectual Property Rights means trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, semi-conductor topography rights, database rights and all other similar rights in any part of the world (including know-how) including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations;

Member means a UK based contact centre that has been granted Membership of the CCMA in accordance with the clause 2 (Application);

Membership(s) means the categories of Membership available to Members and/or prospective Members and which are further described on our Membership Website as updated from time to time.

Member Data means all data and records of whatever nature and in whatever form relating to the Member’s clients, potential clients, employees or otherwise relating to business of the Member, whether subsisting before or after the date of this Agreement and whether created or processed as part of, or in connection with, the Services or provided by the Member to the CCMA in connection with this Agreement;

Membership Fee means the annual fee payable by Members set out on the Membership Website.

Membership Website means <https://www.ccma.org.uk/membership/>

Member Materials means all Member owned IPR made available by the Member to the CCMA for use in connection with this Agreement, including Member Data;

Services means the CCMA services available to Members and non-Members as on the Website, including Awards, Accreditation, Training and Benchmarking Services.

Supplemental Terms means the additional terms that may apply to the provision of the Services and which are available [*HERE – insert link to supplemental Terms*].

Website means www.ukncca.com/

2. Application

- 2.1. CCMA Membership is open to contact centre operations based in the United Kingdom.
- 2.2. Applications for Membership may be submitted via our Website, or by email info@ccma.org.uk. Acceptance of your application shall be at our sole discretion.
- 2.3. All information provided on the Membership application must be true and accurate at the point of application.
- 2.4. CCMA reserves the right at its sole discretion to re-grade Membership to a more appropriate level if the relevant information pertaining to the Membership has not been received or is proved to be inaccurate. Prospective Members will be informed of the re-grade and asked if they would like to continue with the application for Membership.
- 2.5. Where a company is part of a group of companies, as a subsidiary or parent company, each business in that group may apply for Membership individually or the parent company may apply on behalf of all group companies.
- 2.6. Failure to pay the Membership fee, subsequent re-instatement of the Membership or any future application for Membership or other CCMA services may be conditional on the payment of the outstanding Membership fees.
- 2.7. Organisations must nominate an individual who will be the contact person for the Membership package and will oversee all payments and changes to the members of the group.
- 2.8. As a Member, you shall provide the CCMA with the contact details, including business address, telephone and email details for all relevant contacts in your organisation authorised to use the Membership benefits.
- 2.9. Information we hold about you as a Member, including any of your employee or sub-contractor information, is processed in accordance with our Privacy and Cookie Policy which can be found at [*insert link*]

3. Commencement and Duration of Membership

- 3.1. The Membership Fee is for an initial 12-month period beginning from the date stated on the invoice and shall automatically renew for further 12-month periods unless and until either party gives written notice to the other to terminate the Agreement at the next renewal date not later than thirty days before the end of the initial period or the anniversary date of any subsequent annual periods. If you do not give us at least thirty

days written notice of your wish to terminate at the next renewal date, you will be liable to pay us the Annual Fee for the automatically renewed 12-month period. You and we may also terminate your Membership earlier, in accordance with the provisions of clause 8 (Termination).

3.2. To cancel your Membership, email info@ccma.org.uk.

3.3. Any other rights regarding cancellation and refunds will be at our sole discretion.

4. Membership Fees

4.1. The Membership Fee shall be payable annually in advance (together with any applicable VAT or similar tax). The initial Membership Fee will be invoiced upon acceptance of your application, with full settlement due within 28 days of the date of the invoice. Payment may also be made for such one-off Service(s) as we shall agree in writing.

4.2. We will send you an invoice for the Membership Fee for subsequent years in advance of your next annual Membership renewal date. If we propose to alter the Membership Fee and/or make significant changes to the Services, we shall notify you in writing not less than three months prior to your next annual Membership renewal date.

4.3. If you fail to pay any Membership Fee or the Fees for any of our Services on the due date (which is within 28 days of the invoice date), we may, without prejudice to any other remedies: (a) suspend the provision of our Services until payment has been made in full; and/or (b) charge you interest on outstanding sums in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. If that Act does not apply for any reason, we shall charge you interest at the rate of 8% above the base lending rate of the Bank of England, accruing on a daily basis until the actual date of payment, whether before or after any judgment.

4.4. We offer Services in various categories, which may change from time to time, with Membership Fees that differ for each category. Please note that if you wish to upgrade the Services part-way through an annual period, you must pay an additional Membership Fee applicable to the enhanced Services which shall be calculated on a pro-rata basis.

4.5. The applicable fees for any Services shall be as specified in the Supplemental Terms for the Service.

5. Member Data

5.1. The Member owns all right, title and interest in and to all of the Member Data.

5.2. The Member grants the CCMA an irrevocable, unlimited and royalty-free licence to use the Member Data provided to CCMA for the purposes of meeting its obligations under the Agreement, including for the provision of the Services.

6. Intellectual Property

- 6.1. You acknowledge that all intellectual property rights in the CCMA Materials (including any modification, derivatives, adaptation, improvements or enhancement to the CCMA's Software and Materials developed by the CCMA) shall remain with and be owned by and vest in the CCMA.
- 6.2. All Intellectual Property Rights in the Member Materials shall remain with the Member. The CCMA shall not obtain any right, title or interest to the Member Materials save as set out in Clause 6.3 below.
- 6.3. The Member hereby grants to the CCMA a non-transferable, non-exclusive, sub-licensable and royalty-free licence to use the Member Materials solely for the purposes of performing their obligations under this Agreement, subject to and in accordance with the terms of this Agreement.

7. Indemnity

- 7.1. The Member shall defend, indemnify and hold harmless the CCMA against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Member's use of the Services and/or CCMA IPR, provided that:
 - (a) the Member is given prompt notice of any such claim;
 - (b) the CCMA provides reasonable co-operation to the Member in the defence and settlement of such claim, at the Member's expense; and
 - (c) the Member is given sole authority to defend or settle the claim.
- 7.2. The CCMA shall defend the Member, its officers, directors and employees against any claim that the Member's use of the Services in accordance with this Agreement infringes any patent, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Member for any amounts awarded against the Member in judgment or settlement of such claims, provided that:
 - 7.2.1. the CCMA is given prompt notice of any such claim;
 - 7.2.2. the Member does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to the CCMA in the defence and settlement of such claim, at the CCMA's expense; and
 - 7.2.3. the CCMA is given sole authority to defend or settle the claim.
- 7.3. In the defence or settlement of any claim, the CCMA may procure the right for the Member to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 2 Business Days' notice to the Member without any additional liability or obligation to pay liquidated damages or other additional costs to the Member.
- 7.4. In no event shall the CCMA, its employees, agents and sub-contractors be liable to the Member to the extent that the alleged infringement is based on:

- 7.4.1. a modification of the Services by anyone other than the CCMA; or
- 7.4.2. the Member's use of the Services in a manner contrary to the instructions given to the Member by the CCMA; or
- 7.4.3. the Member's use of the Services after notice of the alleged or actual infringement from the CCMA or any appropriate authority; or
- 7.4.4. the Member's breach of this Agreement.

8. Termination

- 8.1. We may terminate this Agreement immediately by giving you written notice if:
 - 8.1.1. you are in breach of any of the terms of this Agreement and (if such breach is remediable) you fail to remedy the breach within 14 days of us requesting such remedy in writing; or
 - 8.1.2. you are unable to pay your debts as they fall due, you propose (or enter into) any compromise with your creditors, any steps are taken for your winding up, on the appointment of an administrator, administrative receiver or receiver, or a creditor enforces any process against all or any part of your assets (or similar or equivalent circumstances arise in any other jurisdiction).
- 8.2. If you do not wish your Membership to automatically renew at the end of the current annual period, you must give us at least thirty day's written notice of your wish to terminate to ensure you do not incur the Membership Fee for the following annual period.
- 8.3. Subject to clause 8.2, you may terminate this Agreement at any time by giving written notice, but the Membership Fee shall remain payable for the remainder of the then current annual period, and you shall not be entitled to any refund of any Membership Fee already paid.
- 8.4. We may suspend or terminate our Services at any time if we have good reason. For example, where you and we no longer have trust and confidence in each other or where, in our opinion, continuance could have a detrimental impact on our business, its activities, reputation or goodwill.
- 8.5. Upon termination, the provision of all Services and all rights and licences granted to you under this Agreement automatically cease and you are immediately required to cease all use of our Trade Marks and other intellectual property rights owned or licensed by us. For the avoidance of doubt, you shall not be entitled to use any of our Trade Marks, including "CCMA Accredited", on any website, document or other materials following termination and must procure that any third parties who are marketing on your behalf also comply with this clause 8.5.

9. Force Majeure

9.1. Neither party shall be in breach of this Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 1 month, the party not affected may terminate this Agreement by giving seven days written notice to the affected party.

10. Liability

10.1. Except as expressly provided for in this Agreement, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

10.2. Subject to clause 10.3 and 10.4, we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with any loss of profits, loss of business, wasted expenditure, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses.

10.3. Subject to clauses 10.1, 10.2 and 10.4 our aggregate liability to you as a Member in respect of claims arising out of or in connection with this Agreement or any of the Services provided or any collateral contract, including under any indemnity, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed 100% of the total Membership Fee paid by you, the Member, in the annual period of Membership in which the claim arises.

10.4. Nothing in this Agreement shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence or for fraud.

11. Confidentiality

11.1. Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.2.

11.2. Each party may disclose the other party's confidential information: (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information will comply with this clause; and (b) as may be required by law, court order or any governmental or regulatory authority.

11.3. No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement.

12. Data Protection – Members and the Services

For the purposes of the Services provided subject to any Supplemental Terms, the following provisions shall apply.

12.1. In this clause 12, Data Protection Legislation means the:

12.1.1 **Data Protection Legislation** means the:

- a) UK General Data Protection Regulation (as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018);
- b) Data Protection Act 2018;
- c) EU General Data Protection Regulation (EU 2016/679);
- d) any laws which implement or supplement any such laws; and
- e) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

12.1.2 **Personal Data** means as defined in the Data Protection Legislation, as amended from time to time.

12.2. Both parties will comply with all applicable requirements of the Data Protection Legislation.

12.3. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

12.4. The parties acknowledge that for the purposes of the Data Protection Legislation, in relation to any Personal Data that is processed by the CCMA in connection with this Agreement, the Member is the data controller and the CCMA is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

12.5. Without prejudice to the generality of clause 12.2, the Member will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the CCMA for the duration and purposes of the Agreement.

12.6. Without prejudice to the generality of clause 12.2, the CCMA shall, in relation to any Personal Data processed in connection with the performance by the CCMA of its obligations under this Agreement:

12.1.3 process that Personal Data only on the written instructions of the Member unless the CCMA is required by applicable law to process the Personal Data other than in accordance with the processing instructions.

12.1.4 Where the CCMA is relying on applicable laws as the basis for processing Personal Data, the CCMA shall promptly notify the Member of this before performing the processing (unless applicable law prohibits such notification on important grounds of public interest);

12.1.5 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data,

appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Delegate Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

12.1.6 ensure that all personnel who have access to and/or process Personal Data are subject to appropriate duties of confidentiality; and

12.1.7 not transfer any Personal Data outside the United Kingdom and/or the EU, where applicable, the European Economic Area.

12.1.8 On the end of the provision of the Service, either return all of the Personal Data to the Member or securely dispose of the Personal Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires the CCMA to store such Personal Data.

12.7. All other processing of Personal Data, including Personal Data we process in connection with your organisation as a Member shall be conducted in accordance with our [PRIVACY POLICY].

13. Assignment

13.1. We may assign or transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

13.2. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

14. Notices

14.1. All notices (including any invoices) under this Agreement shall be in writing and shall be sent to the address specified by the recipient.

14.2. Any notice may be delivered by email, or by post. The notice shall be deemed to have been given if sent by email on receipt of read return email, if sent by courier on delivery and if sent by post 2 Business Days after the notice was posted.

15. General

15.1. This Agreement, together with the Supplemental Terms, its subject matter and the documents referred to in it constitutes the entire agreement between the CCMA and you, the Member, and supersede all previous agreements between us and you relating to membership.

- 15.2. You acknowledge that, on applying to be a Member, you have not relied on and shall have no right or remedy for any statement, representation or warranty other than as expressly set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.
- 15.3. We may vary this Agreement at any time. No variation of this Agreement by you shall be effective unless it is agreed in writing and signed by both parties.
- 15.4. No person other than we, the CCMA or you, the Member shall have the right to enforce this Agreement.
- 15.5. Nothing in this Agreement establishes any partnership or joint venture between the parties, constitutes either party the agent of another party, nor authorises either party to make or enter into any commitments on behalf of the other.
- 15.6. No failure or delay by us in exercising (or partial exercise of) any right or remedy available to us under this Agreement or at law shall constitute a waiver of that right or remedy or restrict its further exercise.
- 15.7. If any court or competent authority finds any provision of this Agreement to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed to be deleted, and the remaining provisions of this Agreement shall not be affected. If any relevant provision would become valid, enforceable or legal if part of it were deleted, it shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 15.8. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

SUPPLEMENTAL TERMS (“TERMS”) – BENCHMARKING SERVICE (“SERVICE”)

1. Introduction

1. These Terms form part of the CCMA Membership Agreement (“Agreement”) between the Member and the CCMA. By applying to receive the Service you agree to these Terms.
2. Capitalized terms not defined in this document shall have the meaning provided in the Agreement. In the event of any other conflict or inconsistency between these Terms and the Agreement, the provisions of these Terms shall prevail.

2. Application

1. If you would like your organisation to receive the Service, you must register for the Service on the Website. If your registration is accepted by us (at our sole

discretion), you will receive an email containing a link for access to the Service, and a contractual agreement will be formed between both parties which incorporates these Terms.

3. Benchmarking Service

1. The Service is further described in [CCMA Benchmark - CCMA]
2. The Service is only available to Members.

4. Fees

1. The Fee for the Service is included in the Membership Fee for all fully paid up Members.

5. Member Responsibilities

1. The Member shall provide the CCMA with such assistance and supporting information as it may reasonably request to provide the Service.
2. We may not be able to provide the Service if the Member does not provide the required supporting information.

6. Benchmarking Report

1. You will receive a personalised Benchmarking report showing your score as compared to other participants in the benchmarking process.

7. Disclaimer

1. While we make every effort to keep this Service up to date, we do not provide any guarantees, conditions or warranties that the information will be current, secure, accurate, complete or free from viruses.

SUPPLEMENTAL TERMS (“TERMS) – ACCREDITATION SERVICE (“SERVICE”)

1. Introduction

1. These Terms form part of the CCMA Membership Agreement (“Agreement”) between the Member and the CCMA. By applying to receive the Service you agree to these Terms.
2. Capitalized terms not defined in this document shall have the meaning provided in the Agreement. In the event of any other conflict or inconsistency between these Terms and the Agreement, the provisions of these Terms shall prevail.

2. Application

1. If you would like your organisation to receive the Services, you must confirm by email your order for the Services. If your order is accepted by us (at our sole discretion), you will receive confirmation from us, and a contractual agreement will be formed between both parties which incorporates the Agreement and these Terms.

3. Accreditation Service

1. The Services comprise the 'Contact Centre Standard Framework' set out and further described on the Website.

4. Commencement and Duration

1. The Service once purchased will allow members of the CCMA to use the CCMA certified digital badge for a period of 24 months on the material submitted for certification from the date it is approved by us in accordance with clause 2.1. It does not confer any other rights.

2. Upon the expiry of the current 24 month period, you shall no longer be entitled to use any certification in relation to any certified materials unless you opt to renew your contract for such one-off Services.

3. Any other rights regarding cancellation and refunds will be at our sole discretion.

5. Fees and Payments

1. Once your application submitted in accordance with clause 2.1 has been accepted we will email you confirmation of the Assessment Date together with an invoice for the Fee.

2. Payment of the Fees must be made in full before the start of the Service ('Assessment Date').

6. Cancellations AND Refunds

1. Subject to clause 6.2, you may cancel the Service at anytime before the Assessment Date.

2. You shall not be entitled to a refund of the Fees paid if you cancel the Service less than fourteen Business Days before the Assessment Date.

7. Trade Marks

1. You acknowledge that all intellectual property rights in any trademarks used by us in the Services are owned by the CCMA, including (but not limited to): The CCMA Contact Centre Standards Framework Digital Badge (CCMA Trade Marks).

2. We hereby grant you as a Member a non-exclusive and non-transferrable licence to use such CCMA Trade Marks in accordance with the Agreement and these Terms.

3. The licence in clause 4.1 ends when the Agreement terminates or expires.

4. You undertake to follow all our instructions given from time to time in respect of the permitted use of the CCMA Trade Marks and any of our other intellectual property rights. You will be provided with a copy of our current mandatory guidelines for use of the CCMA Trade Marks after we have accepted your application. We reserve the right to update such mandatory guidelines at any time.

5. We reserve the right to immediately terminate the licence granted in clause 4.1 by giving you written notice if, in our reasonable opinion, your continued use of the CCMA Trade Marks could be prejudicial to our reputation or interests and/or other Members.