

Courtauld 2030 Terms and Condition of Participation for Signatories: Delivery, Affiliates, Engagement and Associate Members

1. Becoming a Delivery Signatory, Affiliate, Engagement or Associate Member and renewal

1.1 Signatory, Affiliate, Engagement or Associate Member status is effective upon the receipt by WRAP of the completed and signed Commitment Form and customer form and runs for the Initial Term and thereafter in accordance with clause 1.3.

1.2 Becoming a Delivery, Affiliate, Engagement or Associate Member signifies:

(a) your acknowledgment of your commitment to identify priorities, develop solutions and agreement to implement an Action Plan; changes at scale, within Delivery Signatory, Affiliate, Engagement or Associate Member organisations and by spreading new best practice across the UK (the “Targets”);

(b) your right to make use of the Benefits specified for your category of Delivery Signatory, Affiliate, Engagement or Associate Member.

(c) your commitment to adhere to your Action Plan;

(d) your commitment to supply WRAP with such data as is reasonably required by WRAP in order to report periodically on progress towards the achievement of the Targets;

(e) your commitment not to do anything which is, or could reasonably be considered to be, detrimental to the reputation and interests of Courtauld 2030 or WRAP, or to conflict with the Targets of Courtauld 2030; and

(f) your acceptance of these Terms.

1.3 Delivery Signatory, Affiliate, Engagement and Associate Member status will be automatically renewed at the end of the Initial Term and on each anniversary thereof, subject to termination in accordance with clause 3 below.

2. Annual Contributions

2.1 Annual Contributions are payable by all Business Signatories, Affiliates, and Associate Members.

2.2 The basis for calculation of the applicable Annual Contribution is set out in the document entitled “Benefits and Financial Contributions”, sent during sign-up and available on www.wrap.org.uk. Affiliate contributions are sent out on request.

2.3 Annual Contributions are subject to VAT, where applicable.

2.4 Annual Contributions for Delivery Signatories and Affiliates cover the financial year which starts from 1 April and ends on 31 March and are payable to WRAP in advance no later than 31 March for the following financial year. Both Delivery Signatories and Affiliates who join part way through a financial year will pay a pro-rated amount, calculated as notified to them by WRAP prior to joining.

2.5 Annual Contributions for Associates Members are payable to WRAP on signing, and annually thereafter on the anniversary of joining for the following year.

2.6 WRAP will issue each Delivery Signatory, Affiliate, and Associate Member with an invoice setting out the required Annual Contribution which is payable to WRAP by the Due Date for the following year of subscription. In the event that a purchase order number ("PO number") is required by a Delivery Signatory, Affiliate or Associate Member, such PO number shall be sent to WRAP by the Delivery Signatory, Affiliate or Associate Member in a timely manner in order for the required payment to be received by WRAP by the Due Date.

2.7 If an invoice issued under section 2.6 remains unpaid (or a relevant invoice cannot be issued due to the Delivery Signatory's, Affiliate's, or Associate Member's failure to provide a PO number) more than one month after the Due Date, WRAP may in its discretion suspend the Benefits to that Delivery Signatory, Affiliate or Associate Member and remove the logo of the Delivery Signatory, Affiliate or Associate Member from the Courtauld 2030 website, until payment is received.

2.8 The contribution structure is non-negotiable. WRAP reserves the right to revise Annual Contributions. All Delivery Signatories, Affiliates and Associate Members will be notified in writing of such changes.

2.9 Delivery Signatories and Affiliates agree to notify WRAP of their most recently reported relevant turnover figure, not later than 31st January in each year to allow WRAP to calculate or verify the Annual Contribution for the following year.

3. Termination of Delivery Signatory, Affiliate, Engagement or Associate status

3.1 A Delivery Signatory or Affiliate may terminate its participation in Courtauld 2030 by notice in writing to WRAP to be received not less than 2 calendar months prior to the date on which their annual renewal would otherwise take place (in the case of a Delivery Signatory or Affiliate, no later than 31st January in the relevant year). Termination will be effective on the day prior to renewal.

3.2 An Engagement Partner may terminate its participation in Courtauld 2030 by notice in writing to WRAP at any time. Termination will be effective upon WRAP's acknowledgment of receipt of notice.

3.3 WRAP may terminate the status of any Delivery Signatory, Affiliate or Associate Member by immediate notice in writing at any time if:

3.3.1 an invoice in respect of a Delivery Signatory's or Affiliates Annual Contribution remains unpaid by 30 June in the year to which the Annual Contribution relates (or by the date 2 months after joining if joining mid-year); or

3.3.2 an invoice in respect of an Associate Members' Annual Contribution remains unpaid by the date 2 months after it became due; or

3.3.3 a Delivery Signatory, Affiliate, Engagement or Associate Member fails to comply with its obligations under clause 5.2 (data reporting); or

3.3.4 a Delivery Signatory, Affiliate, Engagement or Associate Member commits a breach of any of clauses 1.2(c) (work towards individual Action Plan, 1.2(d) (commitment to provide annual progress data), 1.2(e) (damage to reputation or conflict with Targets), 6.1, 6.3, 6.4 (IP) 7.1, 7.3 (confidentiality), 8.1 (publicity) or 9 (compliance) which is not or cannot be remedied to WRAP's reasonable satisfaction within 7 days of WRAP notifying the Delivery Signatory, Affiliate, Engagement or Associate Member of the alleged breach; or

3.3.5 a Delivery Signatory, Affiliate, Engagement or Associate Member is not showing reasonable progress in contributing to the achievement of the Targets, in accordance with a Delivery Signatory, Affiliate, Engagement or Associate Member's Action Plan.

3.4 If a Delivery Signatory, Affiliate, Engagement or Associate Member in receipt of a notice of termination issued pursuant to clause 3.3.4, notifies WRAP in writing, in good faith, within two business days, of its wish to challenge such notice and requesting escalation of the matter within WRAP, WRAP will arrange for a member of its Executive team to be available, within five business days, to discuss the matter with a duly authorised executive representative of the Delivery Signatory, Affiliate, Engagement or Associate Member, to seek a mutually acceptable resolution of the matter. Within 5 further business days of such meeting, WRAP will notify the Delivery Signatory, Affiliate, Engagement or Associate Member of its final decision (whether to confirm or withdraw the termination and grant further time for investigation). The effect of the notice of termination shall be suspended pending notification of the final decision. This clause 3.4 shall not prejudice WRAP's rights (taking into account its special duties as a charity) to take any other action it deems appropriate to safeguard its assets and reputation.

3.5 Upon termination:

3.5.1 the Delivery Signatory, Affiliate, Engagement or Associate Member's access to all Benefits will cease with immediate effect;

3.5.2 the Delivery Signatory, Affiliate, Engagement or Associate Member will be removed from the benefits distribution and mailing lists, and the Associate Member will be denied access to the Associate Member's platform;

3.5.3 the Delivery Signatory, Affiliate, Engagement or Associate Member's company name and logo will be removed from Courtauld 2030 and WRAP websites;

3.5.4 the Delivery Signatory, Affiliate, Engagement or Associate Member will cease use of, and remove any instance of the Marks from its websites and other public-facing media;

3.5.5 the Delivery Signatory, Affiliate, Engagement or Associate Member will use reasonable endeavours to co-operate with WRAP in providing such data as may be outstanding or as WRAP may reasonably request in respect of the period prior to termination if the lack of such data would have a detrimental effect on reporting in relation to Courtauld 2030; and

3.5.6 there will be no refunds of Annual Contributions paid, in whole or in part.

4. Projects

4.1 From time to time, a Signatory may volunteer, or WRAP may invite a Delivery Signatory, Affiliate, Engagement or Associate Member, to participate in one or more separate Projects beyond the scope of Courtauld 2030 and WRAP will agree with the Delivery Signatory, Affiliate, Engagement or Associate Member what the nature of that participation will be (i.e. financial and/or in kind contribution).

4.2. Any financial contribution in relation to a Project will be additional to and separate from, the Delivery Signatory, Affiliate or Associate Member's Annual Contribution and WRAP will issue the Delivery Signatory, Affiliate, Engagement or Associate Member with an invoice (plus VAT where applicable) accordingly.

4.3 Clauses 5.4, and 6-9 of these Terms will apply to the Delivery Signatory, Affiliate, Engagement or Associate Member's participation in a Project.

5. Data

5.1 As part of the administration of Courtauld 2030, WRAP will collate summary data from Delivery Signatories, Affiliates, Engagement, and Associate Members for the purposes of analysis, benchmarking and reporting on collaborative progress.

5.2 Each Delivery Signatory, Affiliate and Associate Member agrees to complete the annual data submission questionnaire and to provide the data reasonably requested by WRAP in connection with Courtauld 2030 and to use its reasonable endeavours to ensure that the data so provided are accurate, up to date and provided in accordance with the required timelines determined and notified by WRAP.

5.3 A Delivery Signatory, Affiliate or Associate Members will inform WRAP without delay if it becomes aware of or suspects that there is, any material inaccuracy in data provided and use its reasonable endeavours to correct it.

5.4 To the extent that such data constitutes Confidential Information, it will be treated in accordance with the confidentiality terms in clause 7 below, and all published reporting by WRAP will use aggregated and anonymised data. Delivery Signatories, Affiliates and Associate Members hereby acknowledge that the aggregated and anonymised data provided may be added to databases held by WRAP and used by WRAP in furtherance of its charitable Targets.

5.5 Delivery Signatories, Affiliates or Associate Members participating in Projects agree to provide requested data on the timeline as determined by WRAP and acknowledge that WRAP has a responsibility to share good practice and therefore consent to WRAP publishing reports, case studies

and results of the aggregated or generalised anonymised results based on the participation of Signatories, which may include their company/organisation name, logo and anonymised data.

6. Trade marks and other intellectual property rights

6.1 The Courtauld 2030 name and logo are (unregistered) trade marks of WRAP (the "Marks"). The Marks may be used by Delivery Signatories, Affiliates, Engagement and Associate Members, within the UK, only to identify themselves as such in corporate communications in accordance with the guidelines set out in the Communications Toolkit and not for any other purpose (including but not limited to use in connection with any mercantile advertising) unless expressly agreed in writing with WRAP.

6.2 Delivery Signatories, Affiliates, Engagement and Associate Members expressly authorises WRAP to display their company/organisation name and approved logo on Courtauld 2030 and WRAP websites, presentations and other publications relating to Courtauld 2030, to identify their Delivery Signatory, Affiliate, Engagement or Associate Member status. No other rights are hereby given to WRAP to use Delivery Signatories', Affiliates', Engagement or Associate Members' intellectual property save as expressly agreed between WRAP and that Delivery Signatory, Affiliate, Engagement and Associate Member.

6.4 Copyright and all other intellectual property rights in all other materials and outputs (in whatever media and form), including software, tools and datasets, created by WRAP in the course of and in connection with Courtauld 2030, shall be owned by WRAP and Delivery Signatories, Affiliates, Engagement and Associate Members may use such materials and outputs only as specified in these Terms or otherwise expressly agreed in writing with WRAP.

7. Confidentiality and privacy

7.1 All information, including but not limited to emails, reports, materials, pictures and data, which are provided to Delivery Signatories, Affiliates, Engagement and Associate Members by WRAP, will be regarded as Confidential Information unless the information is made generally available to the public by WRAP as an output of Courtauld 2030 or if WRAP states otherwise.

7.2 Subject to clause 5, all Confidential Information supplied to WRAP by a Delivery Signatory, Affiliate, Engagement or Associate Members, including reporting data, will be held securely by WRAP and not disclosed to a third party without the express written permission of the supplying Delivery Signatory, Affiliate Engagement or Associate Member.

7.3 All Confidential Information obtained by a Delivery Signatory, Affiliate, Engagement or Associate Member in relation to Courtauld 2030 or another Delivery Signatory, Affiliate Engagement or Associate Member must be held in confidence and not disclosed to a third party without the express written permission of WRAP, and the Delivery Signatory, Affiliate, Engagement or Associate Member to whom the Confidential Information relates.

7.4 Any personal data supplied to WRAP will be held and processed in accordance with WRAP's Privacy Policy which is available on the WRAP website www.wrap.org.uk/.

8. Publicity

8.1 Delivery Signatories, Affiliate, Engagement and Associate Members will deal with their own media requests and manage their social media with regards to Courtauld 2030 in accordance with the Communication Toolkit. Any Delivery Signatory, Affiliate, Engagement or Associate Member creating marketing and communications that refer to Courtauld 2030 that fall outside the guidelines, as set out in the Communications Toolkit, must seek written consent from WRAP before using any such marketing and/or communications.

8.2 WRAP will make all reasonable efforts to clear case studies with originators before publication and will seek prior agreement to use a Delivery Signatory's, Affiliate's, Engagement or Associate Member's company/organisation name or logo in connection with the publication of case studies, if such use goes beyond simply identifying their Delivery Signatory, Affiliate, Engagement or Associate Member status, in accordance with clause 6.2.

9. Compliance

9.1 All Delivery Signatories, Affiliates, Engagement and Associate Members agree that all activities of Courtauld 2030 shall be conducted in strict compliance with all applicable competition laws, trade regulations and WRAP's Courtauld Commitment [Principles of Participation](#) document.

9.2 Delivery Signatories, Affiliates, Engagement or Associate Members shall not use any Courtauld 2030 meeting, communications platform or other forum as a channel to facilitate any anti-competitive actions or enable exchanges of any competitively sensitive information, such as, but not limited to, any information on price, customers, production data, competitive strategies or plans, or any other non-public, competitively sensitive information.

10. General

10.1 Any delay on WRAP's part in exercising its rights under these Terms (including as to payment of Annual Contributions, suspension of Benefits or termination of a Delivery Signatory's, Affiliates' Engagement or Associate Members' status), allowance of time or continued engagement with a Delivery Signatory, Affiliate, Engagement or Associate Member whilst it is in breach of any of these Terms, will not constitute a waiver of those rights.

10.2 These Terms constitute the entire agreement between WRAP and a Delivery Signatory, Affiliate, Engagement or Associate Member, superseding any prior agreements relating to Courtauld 2030; and may be revised from time to time by WRAP by notice to Delivery Signatories, Affiliates, Engagement and Associate Members in writing and available at <https://wrap.org.uk/va-terms>.

10.3 These Terms are governed by English law and any dispute in connection with them is subject to the jurisdiction of the English courts.

11. Definitions

In these Terms, the following definitions apply:

“Action Plan” means an individual plan of priority actions agreed between a Signatory or Associate Member and WRAP, aligned to and designed to reflect a Signatory’s or Associate Member’s contribution towards, the Targets.

“Affiliate” means a business that can make a substantial contribution through their work with food and drink businesses and/or citizens, who are committed to implementing Target-Measure-Act and working collaboratively towards the Targets, but are not in scope to be a Business Delivery Signatory or an Engagement partner; accepted by WRAP as a Affiliate with the “Affiliate” designation;

“Annual Contributions” means the annual contributions payable by each Business Delivery Signatory, Affiliate or Associate Member, as specified in clause 2;

“Associate Member” means a business that manufactures or retails food and drink who is committed to implementing Target-Measure-Act, accepted by WRAP as an Associate with the “Associate Member” designation;

“Benefits” means the various benefits to which each category of Signatory has access as set out in the Benefits and Financial Contributions document, sent during sign-up and available on www.wrap.org.uk;

“Communications Toolkit” means the Courtauld 2030 Communication Toolkit which is updated by WRAP from time to time. This is sent with the welcome email and available on the Associates Communications Platform or via the Business Account Managers;

“Confidential Information” means: all information (of whatever nature and however recorded or preserved) disclosed by one party to the other, which is

- (a) marked as or has been otherwise indicated to be confidential; or
- (b) would be regarded as confidential by a reasonable business person except to the extent that such information is
 - (i) already in the public domain at the time of disclosure;
 - (ii) enters the public domain otherwise than by a breach of any obligation of confidentiality;
 - (iii) known to that party before it is disclosed to that party by, or on behalf of, the other party.

“Delivery Signatory” means a business that manufactures or retails food and drink, or a hospitality and food service business committed to implementing Target-Measure-Act and to work collaboratively towards the Courtauld targets accepted by WRAP as a member with the “Delivery Signatory” designation;

“Due Date”, in respect of an invoice issued by WRAP, means the date which is 30 days after the date of issue;

“Engagement Partner” means a trade or sector organisation, academic institution (excluding their business units), Local Authority or other organisation accepted by WRAP as a Signatory with the “Engagement Partner” designation. For the avoidance of doubt, where an Engagement Partner (such as a trade association) has its own body of members, those members are *not* entitled to be treated as Signatories of Courtauld 2030 in their own right, to exercise any of the rights of the Engagement Partner (including attendance at meetings, unless agreed in advance by WRAP) on its behalf or to make direct use of any of the benefits of Engagement Partners (unless and except to the extent that such benefits are made generally available to non-signatories).

“Initial Term” means the initial period of one year for Signatories ending on 31 March in the calendar year following the calendar year in which they become a Signatory; and in the case of Associate Members means the initial period of one year ending 12 months after they first become an Associate Member.

“Project” means any additional activity beyond the standard activities described in the Benefits, agreed with WRAP and involving one or more Signatories or Associate Members, designed to contribute to the Targets of Courtauld 2030;

“Signatory” means Delivery Signatories, Affiliates, Associates and Engagement Partners, and **“Signatories”** means all of these;

“Signatory Commitment Form” means the form completed and signed by a Signatory committing to participation in Courtauld 2030;

“Targets” means the Courtauld 2030 Targets, as agreed from time to time and set out at <https://wrap.org.uk/taking-action/food-drink/initiatives/courtauld-commitment>;

“Terms” means the terms and conditions set out in this document and includes the documents incorporated by reference herein (as updated from time to time).