

**TERMS AND CONDITIONS OF ORGANIZATION/CORPORATE MEMBERSHIP**

**1. APPLICATION FOR MEMBERSHIP**

- 1.1 Pride at Work Canada ("PWC") welcomes applications from new organization (also called corporate) members who seek to foster and promote safe and supportive work environments for LGBT employees in their own and other Canadian workplaces.
- 1.2 By submitting an application form and paying the Membership Fee a new member agrees to these terms and conditions ("T&Cs"), and will be deemed to accept the T&Cs on each Subscription Renewal Date, unless the subscription has been terminated in accordance with clause 9.
- 1.3 There are two levels of organization/corporate membership, namely national and provincial/territorial. Submitting a Membership application for a specific category does not guarantee Membership in that category.
- 1.4 PWC reserves right to refuse any application for Membership in its sole discretion and without recourse.
- 1.5 Member acknowledges that PWC is a not-for-profit federal corporation constituted pursuant to the *Canada Corporations Act*, as amended, and that its organization and affairs, and a Member's rights and obligations with respect to them, shall be in accordance with that legislation and the applicable policies and practices of Corporations Canada.
- 1.6 Member further acknowledges and accepts that the affairs of PWC, including a Member's rights and obligations with respect to them, shall be transacted in accordance with and governed by the bylaws, policies and rules of PWC as approved by the PWC Board of Directors from time to time. These bylaws, policies and rules are available to a Member on written request of the Secretary of PWC, and PWC shall endeavour to have them available to Members on its website at [www.prideatwork.ca](http://www.prideatwork.ca).

**2. INTERPRETATION**

- 2.1 In these T&Cs the following definitions apply:
  - "**Agreement**" means this agreement between PWC and the Member for Membership in PWC at either the national or provincial/territorial level.
  - "**Annual Membership Fee Invoice**" means the invoice sent to a Member in respect of payment of the Membership Fee for the following year of Membership.
  - "**T&Cs**" means these terms and conditions as amended from time to time in accordance with clause 3.3.
  - "**Member**" means a person whose application for organization/corporate Membership to PWC has been accepted.
  - "**Membership**" means the rights and obligations of an organization/corporate Member arising out of this Agreement and the Membership Benefits.
  - "**Membership Benefits**" means the benefits accorded to a Member in relation to its Membership.
  - "**Membership Fee**" means the amount payable on an annual basis by the Member as detailed on the Annual Membership Fee Invoice submitted to the Member.
  - "**Subscription Renewal Date**" has the meaning set out in clause 4.2.

**3. INCORPORATION OF TERMS**

- 3.1 These T&Cs and the Membership Benefits shall form the entire agreement between PWC and the Member.
- 3.2 No variation to the T&Cs shall be effective unless agreed in writing by PWC.
- 3.3 PWC reserves the right to amend the T&Cs as it sees fit from time to time, and shall communicate such amendments to the Member in writing or by publication on the PWC website at [www.prideatwork.ca](http://www.prideatwork.ca). A Member's continued use of Membership Benefits shall be deemed to constitute acceptance of any amendments to the T&Cs.

**4. MEMBERSHIP SUBSCRIPTION**

- 4.1 Membership subscriptions run for a period of one year. The Membership Fee is payable annually in advance and is entirely non-refundable.
- 4.2 PWC operates a system of rolling Membership and anniversary billing in accordance with which a Member's Subscription Renewal Date is determined by the date on which they joined, and on this date each year a Member's subscription will renew automatically unless terminated in accordance with clause 9. PWC will endeavour to send subsequent Annual Membership Fee Invoices at least thirty (30) days prior to the Renewal Date.

- 4.3 All Membership Fees are payable within 30 days of the date of the Annual Membership Fee Invoice.
- 4.4 The Membership Fee is reviewed annually and Members will be notified of any changes to the Membership Fee in writing via their Annual Membership Fee Invoice.
- 5. MEMBERSHIP BENEFITS**
  - 5.1 PWC undertakes to provide certain Membership Benefits as will be advised from time to time.
  - 5.2 PWC reserves the right to vary, amend or withdraw the Membership Benefits at any time.
- 6. CONFIDENTIALITY**

Each Member undertakes that it shall not at any time disclose to any person any information that it has received from PWC, by virtue of its Membership Benefits or otherwise, which may be of a confidential nature.
- 7. INTELLECTUAL PROPERTY**
  - 7.1 While a Member in good standing of PWC, a Member shall hereby enjoy a revocable licence to make use of the PWC name and logo on its website, in promotional and employee recruitment materials and in advertising, both internal and external, to promote LGBT-positive policies or activities and to denote its Membership in PWC. Member agrees that all such use shall be appropriately professional in appearance and meaning, and agrees to immediately cease and withdraw any such use that PWC notifies Member is objectionable, in PWC's sole discretion. Strict compliance with this term shall be deemed to be a material condition of this Agreement.
  - 7.2 While Member is a Member in good standing of PWC, PWC shall likewise hereby enjoy a revocable licence to make use of Member's name and logo on its website, in promotional and member recruitment materials and in advertising, both internal and external, to promote PWC and its objectives and activities and to denote that Member is a Member of PWC. PWC agrees that all such use shall be appropriately professional in appearance and meaning, and agrees to immediately cease and withdraw any such use that Member notifies PWC is objectionable, in Member's sole discretion. Strict compliance with this term shall be deemed to be a material condition of this Agreement.
  - 7.3 The expiry or termination of this Agreement shall automatically revoke and terminate the licences granted in accordance with this clause 7, with the proviso that a practicable time shall be permitted for the withdrawal of the various uses of intellectual property that were undertaken in reliance on the licence.
  - 7.4 Either Member or PWC may terminate the licences granted in accordance with this clause 7 at any time, in their sole discretion, which will at the other party's option operate to terminate this Agreement.
- 8. LIABILITY**
  - 8.1 PWC shall have no liability to the Member under or in connection with this agreement for any:
    - (a) loss of profits or anticipated savings;
    - (b) loss of revenue;
    - (c) loss of or damage to reputation or goodwill;
    - (d) loss of data;
    - (e) loss of opportunity;
    - (f) loss of contract;
    - (g) losses or liabilities under or in relation to any other contract; in each case, whether direct, indirect, special and/or consequential loss or damage; or
    - (h) for any other indirect, special and/or consequential loss or damage.
  - 8.2 The total aggregate liability of PWC for claims or liability for breach of contract (including a deliberate breach of contract), tort (including negligence and/or breach of statutory duty), misrepresentation, and/or otherwise howsoever arising under or in connection with this Agreement during each year of this Agreement shall not exceed the amount of the Membership Fee paid by Member to PWC during such year.

8.3 Except as set out in these T&Cs, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

8.4 This clause 8 shall survive termination of the Agreement.

#### **9. TERMINATION OF MEMBERSHIP**

9.1 A member can terminate this agreement by giving notice in writing

- (a) not less than 30 days before the Subscription Renewal Date; or
- (b) immediately if PWC commits a material breach of this Agreement and (if such breach is remediable) fails to remedy that breach within 30 days of receipt of notice from the Member notifying the breach and requiring remedy.

9.2 PWC reserves the right to terminate this Agreement with immediate effect if:

- (a) the Member commits a material breach of this Agreement and (if such breach is remediable) fails to remedy that breach within 30 days of receipt of notice from PWC notifying the breach and requiring remedy; or
- (b) the Member fails to pay the Membership Fee within 30 days of receipt of the Annual Membership Fee Invoice.

9.3 If PWC exercises its right to terminate the Agreement pursuant to clause 9.2, it shall provide notice to the Member stating the reasons for termination and the effective date of termination.

9.4 Termination of this Agreement shall automatically terminate a Member's Membership Benefits.

9.5 Upon termination of Membership, details including name, mailing address, email and telephone number will be retained on the PWC database allowing for a Member to easily resume their Membership. A lapsed Member can specifically request their details to be removed by written notice to PWC.

#### **10. GENERAL**

10.1 A Member shall not, without the prior written consent of PWC, assign, transfer or deal in any other manner with its Membership.

10.2 Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

10.3 A person who is related to, employed by or associated with a party to this Agreement shall not have any rights under or in connection with it.

10.4 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the laws of Ontario and the laws of Canada applicable therein, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Ontario.