



Membership Terms and Conditions

Version 2.0

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1 Preamble

- 1.1 Whereby a company, person, or organisation wants to enter into a relationship with the ACCESS SPACE ALLIANCE (www.access.space), this document provides with the terms of such a relationship.
- 1.2 This document provides the conditions under which the parties in paragraph 1.1 enter into and constitute the entire agreement between themselves. This also supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter.

2 Definitions

- **Advisory Board:** a group of advisors to offer advice on the governance and activities of the Alliance.
- **Affiliate Member:** an organization which is officially connected with the Alliance.
- **Alliance:** the ACCESS SPACE ALLIANCE.
- **Board:** the governing body of the Alliance.
- **Company:** the ACCESS SPACE Alliance Ltd, a company limited by guarantee (in the sense of Section 112 of the UK Companies Act 2006) without share capital registered under company number 11882078 having its registered office at 27 Queen Walk, London, W5 1TP, UK.
- **Directors:** the directors of the Company.
- **Members:** members of the Alliance who have entered into a contractual agreement with the Alliance, based on the Membership Terms and Condition document.
- **Micro Enterprises:** up to 9 employees and an annual turnover not exceeding € 2 million or a balance sheet total not exceeding € 2 million.

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- **Non-Executive Directors:** other individuals that are members of the Board.
- **Small Enterprises:** up to 49 employees and an annual turnover not exceeding € 10 million or a balance sheet total not exceeding € 10 million.
- **Startups:** independent organisations, younger than five years, and aimed at creating, improving and expanding a scalable, innovative, technology.

3 Alliance Membership Application

- 3.1 A company, or organization, or any other entity, who has an interest in the space sector, that wishes to apply as member of the Alliance, can do so by logging at <https://www.access4.space> and filing the application form.
- 3.2 The different membership types and sponsorship possibilities are found at sections 7, 8 and the annex. If the applicant has any questions, these can be directed to info@access.space.
- 3.3 When the applicant submits a membership application, the Board will review the application. The applicant will be notified of the success or not of the application.
- 3.4 At the approval date, the term of membership starts.
- 3.5 When the application is successful, the applicant has 30 days to pay the fees related to the membership chosen, unless a fee waiver has been granted (see below section 7). If the payment is not received within these 30 days, article 7.8 applies.
- 3.6 An applicant cannot represent, or file an application on behalf of, any another stakeholder, even if such entities are related.

4 Agreement to these Terms

- 4.1 When applying for membership, the applicant confirms that they have read and agree to be bound by these Membership Terms and Conditions.
- 4.2 This document and its annex are binding to the Alliance and its Members and take precedent (in case of discrepancies) over any other Alliance document.

5 Structure

- 5.1 The Alliance's organizational structure is formed by its **Board**, an **Advisory Board** and the **Committees**.
- 5.2 **Board:** this is formed by all the Directors and an appropriate number of Non-Executive Directors.
- 5.3 **Advisory Board:** this is formed by a number of Advisory Board members, as the Board deems appropriate.
- 5.4 **Committees:**
 - i. The committees, sub-committees and working groups are the organs that execute the activities of the Alliance.
 - ii. The Board oversees the committees, sub-committees and working groups.
 - iii. Any document approved by a Committee must be submitted to the Board, for review and approval.

- 5.5 **The Board** shall oversee the activities of the Alliance and provide direction to the Advisory Board and the committees, sub-committees and working groups . The Board shall establish the objectives and policies of the Alliance on the advice of the Advisory Board.
- 5.6 The **Advisory Board**:
- i. The Advisory Board's function is to advise the Board on the governance and activities of the Alliance.
 - ii. The Advisory Board shall be formed by a number of members elected from people proposed by the Alliance Members, elected by the Advisory Board and approved by the Board.
 - iii. Advisory Board members shall serve without compensation by the Company.

6 Services and Benefits for Members

- 6.1 The Member will be able to enjoy the services and benefits which will be available to them.
- 6.2 The services and benefits may differ from Member to Member.
- 6.3 The services and benefits offered to the Members are, and not limited to:
- i. Attend meetings, webinars, lectures, conferences set by the Alliance;
 - ii. Cooperate and collaborate with other Members of the Alliance;
 - iii. Receive reductions of the fees to the paid conference and meetings organised by the Alliance;
 - iv. Participate in the development of the Alliance's positions and publications;
 - v. Participate in the decision making of the Alliance;
 - vi. Participate in the running of the Alliance (singularly and collectively);
 - vii. Listing Members with their company name, or logo, on the Company's website;
 - viii. Regular communication on the Alliance's activities, newsletters and news and developments.

7 Alliance Membership Types and Fees

- 7.1 Governments, space, regulatory & standard agencies, universities and research centers are exempted from any membership fee.
- 7.2 Natural person (i.e., an individual, not a legal entity) pays a yearly membership fee of 25 €.
- 7.3 Startups and Micro Enterprises which lack the financial resources to pay the 300 € yearly membership fee can request a waiver. To request a waiver, the applicant must fill a specific form online available at <https://www.access4.space>.
- 7.4 Small Enterprises pay a yearly membership fee of 300 €.
- 7.5 Other entities pay a yearly membership fee of 1000 € (see also Annex).

- 7.6 After the application has been confirmed (see section 3), the applicant has 30 days to pay the fees related to the membership chosen. The contract term will start when the application of membership is approved by the Board (see section 3) and will have a duration of 12 months.
- 7.7 At expiry of each contract term, the membership is automatically renewed. However, the fees for the next contract term must be received before the new term starts.
- 7.8 In case of failure to pay the membership Fee within 30 days from the start of the contract term, the Alliance will reserve the right to limit access to services and benefits (see section 6) or terminate the membership of the Alliance member.
- 7.9 All charges quoted to the Alliance Member are exclusive of VAT.

8 Sponsorship

- 8.1 The Alliance is a not-for-profit organization.
- 8.2 The Directors, the Non-Executive Directors and the Advisory Board members serve without compensation by the Company.
- 8.3 Members and other Parties may sponsor the Alliance as such or particular events or activities such as conferences, webinars, round table, fire chat discussions, workshops. An indicative table of sponsorship, which may change from case to case, is included in the annex.

9 Warranties and Liability

- 9.1 The Company warrants to the Members that the Alliance's services and benefits (see section 6) will be provided using reasonable care and skill as far as reasonably possible.
- 9.2 Where the Alliance uses the service of any agent, or third party (such as speakers at events), the Company, the Alliance, the Board, the Directors and the Non-Executive Directors do not give any warranty, guarantee, or indemnity in that respect.
- 9.3 Except in cases of death or personal injury caused by negligence, the Company, the Alliance, the Board, the Directors and the Non-Executive Directors shall not be liable to any legal or natural person, including the Alliance members, Advisory Board, the members of the Committees and Sub-committees and working groups, Alliance member and third parties, for any reason in case of any loss of profit or any indirect, special or consequential loss, damage costs, expenses or other claims (whether caused by the negligence of the Company or its agents or otherwise) which arise out of or in connection with the operation of the Company, the Alliance or provision of the Alliance Services and the entire liability of the Company, the Board, the Directors and the Non-Executive Directors shall not exceed the membership fee for that membership term, except as expressly provided in the Membership Terms and Conditions. This warranty is in lieu of all other terms, conditions and warranties, expressed or implied statutory or otherwise and any other liabilities whatsoever and howsoever arising.
- 9.4 The Company, the Alliance, the Board, the Directors and the Non-Executive shall not be liable or be deemed to be in breach of the Terms and Conditions by reason of any delay in performing, or any failure to perform, any of the Company's

obligations in relation to the operation of the Alliance or provision of the Alliance's services and benefits, if the delay or failure is due to any cause beyond the Company's reasonable control, and time shall not be of the essence. In respect of an event cancelled by the Company for any reason whatsoever, liability shall be limited to refunding the event fee.

- 9.5 The Company, the Alliance, the Board, the Directors and the Non-Executive Directors accept no responsibility or liability whatsoever with regard to the information, data, opinions, advice or statements made in, or the information contained on, the Alliance's websites and related documents or publications (singularly and collectively "Alliance Material"). Alliance Material is:
- i. information of a general nature only, which is not intended to address the specific circumstances of any particular person or organisation or entity;
 - ii. not necessarily comprehensive, complete, accurate or up to date;
 - iii. sometimes linked to external sites over which the Company have no control and for which the Company, the Board and the Directors assumes no responsibility; and/or
 - iv. not professional or legal advice.
- 9.6 The Company, the Alliance, the Board, the Directors and the Non-Executive Directors make no warranties or representations of any kind express, or implied, about accuracy, reliability or suitability of any information, data, opinions, advice or statements made in, or the information contained, on the Alliance Material for any purpose. All such Alliance Material is provided "as is", and with specific disclaimer of any warranties of completeness, accuracy, reliability, suitability, availability, merchantability, fitness for a particular purpose, title, and/or non-infringement. The use of the Alliance Material by members or others is entirely at their own risk.
- 9.7 The Alliance's websites, and related documents or publications include material owned by third parties, as well as links to websites owned by third parties (singularly and collectively "Third Party Material"). Access to and use of any Third-Party Material is at the user's own risk. Links to other sites do not imply an endorsement of the materials disseminated by publishers at those sites, nor does the existence of a link to another site imply that the Company, the Board members and the Directors endorse any of the materials at this site, unless explicitly stated. The Company, the Board members and the Directors are not responsible for the materials contained at any site linked to or from the Alliance's websites and related sites or publications.
- 9.8 The Alliance websites and related documents or publications have been created or structured in files or formats which are not error-free and the Company, the Board members and the Directors cannot guarantee that the Alliance websites will not be interrupted or otherwise affected by such problems. The Company, the Board members and the Directors accepts no responsibility with regard to such problems incurred as a result of using the Alliance websites, related documents or publications or any linked external sites.

10 Termination of Membership

- 10.1 The Members may terminate the membership at any point in time by giving written notice to the Board, effective by the end of the ongoing contract term, or immediately if the Member wishes so (in such case the Alliance will not reimburse any membership fee).
- 10.2 Either party may at any time terminate the membership by written notice if the other commits any material breach of the Membership Terms and Conditions or of Alliance's guidelines and values, including the antitrust guidelines, or goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.
- 10.3 Upon termination of the membership, for whatever reason, all sums owed by the Member to the Alliance shall become due and payable by the member with immediate effect.
- 10.4 Insolvency of Members: This clause applies in the following circumstances:
 - 10.4.1 The Member makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction);
 - 10.4.2 An encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Member;
 - 10.4.3 The Member ceases, or threatens to cease, to carry on business;
 - 10.4.4 The Company reasonably believes that any of the above events is about to happen and notifies the Member accordingly;
 - 10.4.5 If this clause applies then, without limiting any other right or remedy available to the Company, the Alliance, the Board, and the Directors, the Non-Executive Directors, the Company may cancel the contract or suspend membership, including access to its website and attendance at events.

11 General

- 11.1 Membership of the Alliance is at the sole discretion of the Board and it reserves the right to refuse membership to any person, company or organisation or entity.
- 11.2 All activities, meetings and procedures of the Alliance shall have due regard to the Chatham House Rules and to Data Protection Laws applicable in the United Kingdom.
- 11.3 Chatham House Rules are rules or principles according to which information disclosed during a meeting may be reported by those present, but the source of that information may not be explicitly or implicitly identified.
- 11.4 These rules can be waived if originator of the said information declares otherwise. Such declaration must be recorded in the minutes of a meeting, or an email, or a document that states that the information disclosed is attributable to such originator.
- 11.5 As a member of the Alliance, the Members agree to conduct themselves in a professional and business-like manner, treating other Members with respect at

all times, and in compliance with this document and the Alliance's guidelines and values, including the antitrust guidelines at section 12 below.

- 11.6 **Complaints and Remediation:** If the Company or Board should receive a complaint about any Member's behaviour or conduct, it reserves the right to take appropriate and proportionate measures, including to suspend membership after an investigation by the Board.
- 11.7 If the Board finds the Member guilty of any misconduct, or in breach of any of the Membership Terms and Conditions, Alliance's guidelines or values, the Board will initiate a remediation or a suspension for the Member.
- 11.8 **Waiver:** No failure or delay by either party in exercising any of its rights under these Membership Terms and Conditions shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Membership Terms and Conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

12 Anti-Trust Guidelines

- 12.1 The Board, the Directors, the Non-Executive Directors, the Advisory Board members, the committee and Sub-committee and working group members, the Members and any other related person or entity shall abstain from any activities that might violate or give any appearance of intention to violate antitrust laws, comply with the Alliance's antitrust guidelines and shall seek guidance in any circumstances where doubt seeking exists as to the appropriateness of proposed activities or projects. In particular, they may not enter into agreements and practices between competitors which restrict or intend to restrict competition including but not limited to:
- i. Price fixing (including discounts, rebates, predatory pricing, margin squeeze, price discrimination);
 - ii. Market or customer sharing;
 - iii. Restricting output (limiting supply or production);
 - iv. Bid rigging (e.g., agreeing who should win a tender or agreement not to participate to a tender);
 - v. Boycotts;
 - vi. Discussions, communications, or any other exchange of commercially sensitive information.

13 Notices

- 13.1 Any notice to the Alliance is to be sent in writing to 27 Queen Walk, London, W5 1TP, United Kingdom, or by email to info@access.space.
- 13.2 Notices to the Members will be sent to the email address provided by the member on the application form, unless the Alliance is otherwise informed in writing. The provisions of this clause shall not apply to the service of any proceedings or documents in any legal action.

14 Severance

- 14.1 If any provision or part-provision of the Membership Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Membership Terms and Conditions.

15 Entire agreement

- 15.1 These Membership Terms and Conditions (i.e., this document) constitute the entire agreement between the Company and the Member (singularity “the party” and collectively “the parties”) and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter.
- 15.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Membership Terms and Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Membership Terms and Conditions.
- 15.3 **Variation.** No variation of membership shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.4 **Force majeure.** Neither party shall be in breach of the Membership Terms and Conditions nor liable for delay in performing, or failure to perform, any of its obligations under the Terms and Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 15.5 **Third parties.** No one other than a party to the Terms and Conditions shall have any right to enforce any of its terms.
- 15.6 **Governing law.** The Membership Terms and Conditions, and any dispute or claim (including non- contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- 15.7 **Jurisdiction.** Each party irrevocably agrees 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 Terms and Conditions or its subject matter or formation.

ANNEX : Membership Types and Fees

Membership	1	2	3	4	5
	Other entities	Small Enterprises	Startups Micro Enterprises Affiliated members	Governments Agencies Universities Research centers Affiliated members	Natural persons (not professional, nor consultant)
Yearly membership fees (+VAT)	€ 1000	€ 300	€ 300, € 0 if waiver granted	€ 0	€ 25

ANNEX : Sponsorship

Sponsorship: Members and other parties may sponsor the Alliance or particular events or activities such as conferences, workshops, webinars, fire chat discussions etc. Indicative tables of sponsorship of the Alliance and of particular events or activities, which may change from case to case, are as follows.

Alliance Sponsorship	Platinum	Gold	Silver	Bronze	Blue
Sponsorship ranges	> € 10,000	> € 5,000 to 10,000	> € 2,500 to 5,000	> € 1,000 to 2,500	€ 100 to 1,000

Other Sponsorship	Conference	Workshop	Webinars	Fireside chat discussion (s)
Sponsorship types (minimum)	Ad hoc	Ad hoc	€ 350	€ 300