

BUILD WITH MUSCLEFOOD PARTNERSHIP TERMS

This document, together with Our standard terms of trading (which can be found at Terms and Conditions/Build with MF) sets out the terms upon which We invite You to join Our “Build with Muscle Foods Social Partnership”.

1. DEFINITIONS

In these Terms:-

1.1. the following words and expressions have the following meanings:-

“Our”, “We”, “Us”	Muscle Foods Limited (CRN 9019725);
“Order”	an order for Products placed using Your unique code with Us;
“Net Sales Proceeds”	the monies received by Us for You in respect of an Order;
“Products”	Our products (as amended, varied, replaced or altered from time to time);
“Rebate”	such sum as equates to 10% of the Net Sales Proceeds of an Order;
“Social Partnership”	the arrangement between Us and You whereby You benefit from the Rebate;
“Terms”	the terms set out in this document together with Our standard terms of trading;
“You”, “Your”	the club, organisation or other entity which signs these Terms.

1.2. the singular includes the plural and vice versa, and words importing one gender include all genders.

2. SOCIAL PARTNERSHIP

2.1. The Rebate is available to clubs, organisations and other entities which conduct their affairs for the benefit of the local or wider community or defined sections within that community.

2.2. By signing these Terms, You confirm that:

2.2.1. You are an entity who fulfils the criteria listed in Term 2.1;

2.2.2. the person signing these Terms is duly authorised by You so to do.

2.3. Our intention, in offering the Rebate to entities such as You, is to contribute back to the community and provide a mechanism whereby You can raise funds for projects which benefit Your members. However, the projects You choose to fund with any Rebate are solely within Your discretion.

- 2.4. For the avoidance of doubt, this arrangement between Us and You does not constitute a partnership within the meaning of the Partnership Act 1890, and the use of the word “Partnership” is purely descriptive of Our intention in working with You to benefit Your members.

3. REBATE

- 3.1. Once You have formally signed up to the Social Partnership, We will enroll You on the Rebate scheme, which means that You will receive Your first Rebate when the total Rebate amount exceeds £20.
- 3.2. The Rebate shall be remitted to the bank account detailed by You when completing the sign-up process.
- 3.3. The Rebate is held in a 30-day holding period, before it is paid to YOUR bank account.
- 3.4. The Rebate is calculated on the basis of the Net Sales Proceeds received by Us, and will be paid to You within 30 days of the date of receipt by Us of the Net Sales Proceeds, or at the end of the calendar month in which We received such Net Sales Proceeds (at Our discretion).
- 3.5. The Rebate shall be remitted to the bank account detailed by You when completing the sign-up process.
- 3.6. Our decision as to the amount of any Rebate shall be final and binding on You.
- 3.7. We reserve the right to terminate the Social Partnership, and the payment of any Rebate, by giving You not less than 30 days’ notice in writing.
- 3.8. Please note the Rebate is only available in respect of Orders placed with Us for Our Products. Delivery charges and Refunds are not included.

4. ADVERTISEMENT

- 4.1 You are responsible to ensure Your promotional material is compliant with relevant advertising standards and governance.
- 4.2 Each post related to the promotion of the Social Partnership must be labelled #AD or #Advert clearly at the beginning of the post.
- 4.3 We have provided a ‘copy and paste’ post for You to use in conjunction with your promotional graphics, to ensure we meet the required standards. This will ensure you do not make any false nutritional or health claims about our products.
- 4.4 Any club or organisation not complying with or diverting from the provided text and assets provided by Us may result in termination of the partnership.

5. LAW

These Terms set out the entire agreement which You and We agree to participate in and run the Social Partnership, and in the event of any dispute between Us and You, the matter shall be referred to the exclusive jurisdiction of the English courts.

5. COMMENCEMENT

- 5.1. After You complete Our “how to join” web page, We will review Your application and, if approved, will contact You directly to setup Your membership of the Social Partnership. We will issue a unique code to You once You have become entitled to participate in the Social Partnership.
- 5.2. Please sign these Terms, in front of a witness, in the space indicated below.
- 5.3. We will then send You a duly signed counterpart of these Terms (which together form one document) and You will be entitled to participate in the Social Partnership thereafter on these Terms.

6. UNDELIVERABLE POSTCODES

- 6.1. Participating clubs acknowledge and agree that the listed postcodes, GY, JE, EI, HS, IV40, IV42 - 51, IV55 - 56, KA27 - 28, KW15 - 17, PA20, PA39, PA41 - 49, PA60 - 78, PH42 - 44, TR21 - 25, and ZE, are undeliverable by Muscle Foods delivery partner.
- 6.2. It is the responsibility of You to inform any person utilising Your unique code that deliveries to the aforementioned areas are not possible.

SIGNED AS A DEED by _____)

duly authorised for and on behalf of)

MUSCLE FOODS LIMITED)

in the presence of:)

Witness Name:

Witness Signature:

Address:

Occupation:

SIGNED AS A DEED by _____)

duly authorised for and on behalf of)

[_____])

in the presence of:)

Witness Name:

Witness Signature:

Address:

Occupation: