

## Leatherhead Membership Benefits and Service Level Conditions

In this document, the "Membership Agreement" means the Membership Proposal (as defined below), Leatherhead's terms of business attached to the Membership Proposal and these Membership Benefits and Service Level Conditions (as updated from time to time).

### 1 Membership Benefits

- 1.1 Leatherhead's proposal for membership or membership renewal (as applicable) ("Membership Proposal") sets out the specific membership tier subscribed to by the Member and the current benefits associated with it. Leatherhead reserves the right at any time and for any reason and at its sole discretion, to either amend its current membership tiers and/or their associated benefits, decline an application for membership and/or terminate or downgrade an existing membership. In the event of any such termination or downgrade by Leatherhead, Leatherhead will, except where the termination or downgrade has been caused by a breach by the Member of the Membership Agreement, provide a proportionate refund of the Member's relevant annual subscription and/or other membership fees. Any exercise by Leatherhead of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Membership Agreement or otherwise. If the Member wishes to downgrade or cancel its annual membership at any time, it may do so by giving notice in writing to Leatherhead. Such downgrade or cancellation will take effect at the end of the membership year in which the notice is received by Leatherhead. No refund of the Member's annual membership subscription and/or other membership fees will be made following any such downgrade or cancellation.
- 1.2 Any services offered or provided to the Member by any of Leatherhead's Group Companies (whether the relevant proposal for such services is branded in the name of Leatherhead or not), shall not, except to the extent agreed in writing in that proposal by the relevant Group Company, be subject to, or count towards, any benefits offered as part of the Membership Proposal.
- 1.3 Leatherhead's provision of the Membership benefits is subject to any assumptions referred to in the Membership Agreement or provided to the Member in the course of providing the Membership benefits. Leatherhead shall not be liable for any failure to provide the Membership benefits resulting from the inaccuracy or non-fulfilment of such assumptions or the failure of the Member to perform any obligations required of it as part of receiving the Membership benefits.
- 1.4 Leatherhead will assign an account manager to all Silver, Gold, Platinum and Platinum Plus memberships who will act as a primary point of contact for the Member's nominated representative and will be available for 2 review calls per year.

### 2 Helpline Enquiries

- 2.1 Where the Membership benefits include the provision of Leatherhead's helpline service, the Membership Proposal will set out the number of helpline hours to which the Member is entitled under its subscription.
- 2.2 All helpline enquiries should be emailed to either [legislation@leatherheadfood.com](mailto:legislation@leatherheadfood.com), [innovation@leatherheadfood.com](mailto:innovation@leatherheadfood.com) or [membership@leatherheadfood.com](mailto:membership@leatherheadfood.com) as appropriate.
- 2.3 All helpline enquiries must be made by the Member's key helpline contacts. The number of key helpline contacts permitted per Member is defined within each level of membership. The Member's Membership

Agreement will specify the name and contact details of the individual key helpline contacts of that Member.

- 2.4 The membership helpline service is available between 9am and 5.30pm (UK time zone) Monday to Friday (excluding UK bank holidays and the Christmas into New Year period).
- 2.5 The membership helpline is for all regulatory and science helpline enquiries that are within the expertise of Leatherhead's scientists and consultants and can be answered within the following number of hours:  
Bronze and Silver members: 4 hours  
Gold, Platinum and Platinum Plus members: 15 hours\*  
\*Helpline enquiries anticipated to require between 8 and 15 hours of support will require a specific scope of the work to be undertaken to be defined and mutually agreed by email. Leatherhead will notify you in advance of responding to an enquiry if Leatherhead's standard consultancy rates would be applicable to that enquiry.
- 2.6 Any helpline enquiry anticipated to take longer to answer than the relevant maximum hours set out above in clause 2.5 would need to be the subject of a separate consultancy proposal and charged at Leatherhead's standard consultancy rates.
- 2.7 If additional fees are required to answer a helpline enquiry for any other reason, Leatherhead will obtain the Member's consent before incurring such additional fees.
- 2.8 Regulatory helpline enquiries are defined as those enquiries that cover food law. They do not include enquiries that cover artwork (label) checks, formulation checks, translations or expert witness work, all of which can be quoted for separately by Leatherhead.
- 2.9 Science helpline enquiries are defined as those enquiries that cover food safety, nutrition and product development. Food science helpline enquiries are limited to desk-based work only. Please also note that in many circumstances, given the level of detail required to respond to food science enquiries, the helpline service will typically be used to outline an approach to resolving these enquiries as opposed to answering them outright.
- 2.10 Most helpline enquiries will be answered by Leatherhead's Senior/Principal Scientists and/or Senior or Principal Analyst or Consultant. In these cases, helpline enquiry time will be logged in 15 minute increments (even if such full time period has not been used) with a minimum of 30 minutes per enquiry. However if the Member's enquiry is dealt with by a Section Manager or more senior Leatherhead employee, the Member's helpline enquiry time will be logged as above but at a time and a half rate.
- 2.11 Helpline enquiry time will be monitored by the Leatherhead membership team and logged against the helpline enquiry hours that have been purchased as part of the membership agreement and any subsequent purchases of helpline enquiry time.
- 2.12 The membership team will notify the Member when 75% of helpline enquiry hours have been used and discuss the purchase of additional helpline enquiry hours or the opportunity for an upgrade to the appropriate membership category. Any other administrative requests by the Member relating to the provision of the helpline (including but not limited to additional information about helpline usage) are subject to Leatherhead's discretion and chargeable in accordance with clause 1.8 above.
- 2.13 Additional helpline enquiry hours can be purchased in blocks of 5 hours.
- 2.14 Any standard or additional helpline enquiry hours which are unused at the end of a membership year cannot be carried over into any

subsequent membership year and are non-refundable. Please also note clause 2.16 below.

- 2.15 This clause 2.16 applies only to members whose membership year expires on 31 December. For these members, all helpline enquiries must be received by Leatherhead prior to 15 December. Helpline enquiries received on or after 15 December will not be answered, unless the Member renews their membership. If the Member renews their membership, helpline enquiries received on or after 15 December will be answered, but any time spent on answering them will be deducted from the number of helpline enquiry hours purchased for the following membership year. Only those helpline enquiries received prior to 15 December will be logged against the helpline enquiry hours purchased for the current membership year. Any remaining helpline enquiry hours for the current membership year will not be carried over into any subsequent membership year and will be lost and non-refundable.
- 2.16 If a membership is upgraded mid-year (e.g. Bronze to Silver), any unused standard helpline enquiry hours cannot be carried over to the upgraded membership.
- 2.17 Leatherhead's target is to acknowledge receipt of enquiries from Silver, Gold and Platinum members within 1 working day and from other members within 2 working days.
- 2.18 Answers to helpline enquiries will be prioritised according to the Member's level of membership. Leatherhead's target is to answer all helpline enquiries requiring a response of no more than 4 hours within the following timescales: Gold and Platinum members within 2 working days, Silver members within 3 working days and Bronze members within 5 working days.
- 2.19 The target response time for all answers to helpline enquiries will be measured from the point at which all the necessary information is received from the member. The target response times do not apply in respect of enquiries where responses from third parties are required as part of the enquiry.
- 2.20 As the membership helpline is closed between Christmas and the New Year, Leatherhead anticipates there may be a peak in demand for helpline enquiries prior to this period. As a result, Leatherhead recommends that, where possible, members should either submit their helpline enquiries as far in advance as possible during December or, in the case of non-urgent enquiries, delay the enquiry until January.
- 2.21 Although many answers to helpline enquiries will be factual and based on information held by Leatherhead or obtained from third party sources in good faith, some advice provided will inevitably be subjective in nature. The Member acknowledges that where any opinions are expressed, they will be the opinions of the individual helpline operator, and not that of Leatherhead or its Group Companies. Accordingly, whilst any such opinions shall be given in good faith, neither Leatherhead nor its Group Companies nor its/their personnel accept any liability in relation to such opinions or for any actions taken or not taken as a result of the relevant advice.
- 2.22 Where an answer to a helpline enquiry is factual and such answer is found to be inaccurate within a period of 3 months from the date of the original enquiry, Leatherhead shall rectify any such inaccuracy at its own expense. The foregoing rectification by Leatherhead shall be the Member's exclusive remedy in relation to such inaccuracy, save to the extent that Leatherhead's liability cannot be limited by law.
- 2.23 Leatherhead shall use reasonable endeavors to make the helpline service available during the opening hours specified above and to meet any specified target response times. However Leatherhead shall not be liable for any non-availability of any helpline service, any accessibility or technical problems experienced by the Member or any failure to meet any specified target response times.
- 2.24 Any variations to the above arrangements are at the discretion of Leatherhead and may incur additional fees.

### **3 Using helpline hours to pay for other services (Silver, Gold and Platinum members only)**

- 3.1 Silver, Gold and Platinum members may be able to use up to a certain amount of hours (as notified by Leatherhead) of their annual allocation of helpline enquiry hours as full or part payment against other

consultancy services and projects from Leatherhead's Regulatory or Science team, against training projects or against other projects undertaken by Leatherhead's Group Companies (if authorised in writing by such Group Company) from time to time.

- 3.2 Leatherhead will notify the Member which services or projects such hours can be used against, how many hours can be put towards the relevant service or project and any other relevant information and/or pricing mechanism that may apply in these circumstances.
- 3.3 Leatherhead recommends that Silver, Gold and Platinum members do not store up these hours for use in the final quarter of the membership year as Leatherhead cannot guarantee that the Member will be able to use these hours against all services, projects or training.
- 3.4 If, following delivery of the final deliverable of the relevant service, project or training, the Member does not have sufficient membership helpline hours remaining on their account to pay for the service, project or training in full, Leatherhead will deduct the number of membership helpline hours which are still available to the Member and issue the Member with a balancing invoice for its remaining fees, to be paid by the Member in the appropriate currency stated.
- 3.5 Any consultancy services or projects paid, in full or in part, using membership hours shall, unless otherwise agreed in writing, be undertaken in accordance with Leatherhead's standard Terms and Conditions for consultancy work.

### **4 Sites/Subsidiaries**

- 4.1 The definition of a site is an office, manufacturing facility or other premises at which member employees are based. All helpline enquiries must be made by or on behalf of the sites and/or subsidiaries of the Member which are covered by the Member's membership. The Member's Membership Agreement will specify which sites/subsidiaries are covered by their membership.
- 4.2 All employees at each site/subsidiary covered within a membership are entitled to receive certain member exclusive material (including Leatherhead's Food News emails and weekly Legal Highlights emails). The Member's Membership Agreement will specify the names and contact details of the individuals entitled to receive such material. Additional contact details should be emailed to [membership@leatherheadfood.com](mailto:membership@leatherheadfood.com).

### **5 Incident Support**

- 5.1 Where the Membership benefits include the provision of Leatherhead's incident support service, the Membership Proposal will set out details of the hours during which the Member is entitled to access this service and the applicable fee rates for doing so.
- 5.2 To use the incident support service the Member must email both [membership@leatherheadfood.com](mailto:membership@leatherheadfood.com) and [legislation@leatherheadfood.com](mailto:legislation@leatherheadfood.com) with the email subject clearly marked INCIDENT SUPPORT, and the email flagged as 'Important / Priority'. The body of the email should contain information about the issue and contact details for the primary point of contact.
- 5.3 The incident support service operates between 9am – 5pm (UK time zone) Monday to Friday (excluding UK bank holidays and the Christmas/New Year period).
- 5.4 The target for a response by a member of the incident support team from the point of first contact is two hours (within operational hours), but is contingent upon factors such as the availability of appropriate Leatherhead personnel to respond to the enquiry.
- 5.5 The response given by the incident support team will not necessarily include a resolution of the issue.
- 5.6 Use of the incident support service will be charged at a minimum fee rate of £500 per hour (excluding VAT) with a minimum one hour fee and then logged and charged in additional one hour increments (even if such full time period has not been used) as required by the Member.
- 5.7 On receipt of an incident support request, the status of the Member's membership will be validated and a PO for £5,000 (excluding VAT) requested from the Member, which the Member must provide within a timescale specified by Leatherhead. An invoice will be raised against this

PO for actual hours used. If the PO is likely to be exceeded a further PO will be requested from the Member.

- 5.8 If a PO cannot be raised within the timescale required by Leatherhead to support the incident, the Member may alternatively use its helpline hours (if available) to pay for the incident support hours received at a multiple of 3 x helpline hours for each 1 x hour of incident support service received. The minimum time charged will be 3 helpline hours.
- 5.9 Leatherhead shall use reasonable endeavors to make the incident support service available during the opening hours specified above and to meet any specified target response times. However Leatherhead shall not be liable for any non-availability of the support service, any accessibility or technical problems experienced by the Member or any failure to meet any specified target response times.
- 5.10 Any variations to the above arrangements are at the discretion of Leatherhead and may incur additional fees

## **6 Members' preferential pricing for consultancy services**

- 6.1 In any given year of membership, Members may be entitled to Members' preferential pricing for consultancy services (discounted from standard pricing). Currently such preferential pricing applies until the aggregate value of the discounts received equals the full value of the Member's membership fee in that membership year, after which, standard consultancy pricing will apply.
- 6.2 Members' preferential pricing only applies to services undertaken in the relevant membership year.
- 6.3 Any unused entitlement to preferential pricing from one membership year may not be carried over to the following membership year.
- 6.4 Leatherhead reserves the right to amend or update the arrangements for Members' preferential pricing at any time.
- 6.5 If the Member's membership expires or terminates for any reason, whilst Leatherhead is in the course of undertaking consultancy services which have benefitted from Members' preferential pricing, such preferential pricing shall automatically revert to Leatherhead's standard non-member pricing for the entirety of the consultancy services in question (in relation to work both already, and yet to be, undertaken). Leatherhead reserves the right to invoice the Member, and the Member shall pay, any balance of fees or other charges due to Leatherhead as a result of any such reversion to standard non-member pricing.
- 6.6 If the Member's membership is downgraded for any reason, whilst Leatherhead is in the course of undertaking consultancy services which have benefitted from Members' preferential pricing, Leatherhead reserves the right to recalculate the Member's entitlement to preferential pricing for such services from the date of such downgrade, based on the Member's new membership level. Leatherhead reserves the right to invoice the Member, and the Member shall pay, any balance of fees or other charges due to Leatherhead as a result of any such recalculation of the Member's entitlement to preferential pricing.
- 6.7 Leatherhead will prioritise the commencement of any agreed consultancy services according to the Member's level of membership, with Platinum and then Gold members taking initial priority.

## **7 Regulatory Insight Reports**

- 7.1 Members are entitled to receive a number of Regulatory Insight reports per membership year up to the following limits: Bronze: 1 report; Silver: 2 reports; Gold: 3 reports; Platinum and Platinum Plus: 5 reports.
- 7.2 The Member may choose any Regulatory Insight reports published during a membership year up to the relevant limit specified in clause 7.1. If the Member chooses an updated version of a previously selected Regulatory Insight report this updated version of the report will be treated as a new report for the purpose of this membership benefit and still count towards the above limits.

## **8 AI**

- 8.1 Leatherhead may use Generative AI tools in the preparation of its helpline responses and the following other documents: Legal Highlights emails, Food News newsletter, Regulatory Insight reports, white papers, annual trends reports and documents/slides prepared in the context of

Members' regulatory days and Members' webinars. Where this occurs, these tools will be selectively applied to enhance the quality of Leatherhead's work and Leatherhead will at all times exercise its own (human) judgements over the contributions of these tools.

## **9 General**

- 9.1 Leatherhead may update these Membership Benefits and Service Level Conditions from time to time. The latest version of these Membership Benefits and Service Level Conditions will be published on Leatherhead's website. The Member agrees that it is responsible for checking Leatherhead's website for updated versions of these Membership Benefits and Service Level Conditions.