



## MEMBER CONTRACT

Good Food Marketing Ireland Limited t/a Good Food Ireland® whose registered office is Ballykelly House, Drinagh, Wexford. Registered No. 427457 hereafter "Good Food Ireland®"

and "Member" Business Name and Address

The Good Food Ireland® brand is a registered trademark. It is the trusted standard for local food and drink experience of the island of Ireland.

### Background and Definitions

1.1 Good Food Ireland® is a quality endorsement for Irish ingredient-led experience and has Irish and global recognition. It gives standout to its approved Member Collection, highlighting their commitment to the brand's core philosophy of prioritising Ireland's indigenous ingredients, thus sustainably supporting Irish farmers, food producers and fishermen. The Member desires to benefit from the reputation of Good Food Ireland®.

1.2 Good Food Ireland® operates a sales and marketing services business for food and drink producers, tourism hospitality businesses and other related businesses that are committed to a superior Irish food and/or drink offering.

1.3 The Member acknowledges the need for all users of the Good Food Ireland® name and Logo (as defined) to abide by conditions and standards of Good Food Ireland®, in order to maintain the reputation and brand value of Good Food Ireland®.

1.4 In this Agreement, "Logo" means the Good Food Ireland® Logo set out at the top of this page and which Logo is the subject of a registration with the Irish Trade Marks Office (registration number 237823) with the rights and subject to the conditions in such registration, "Name" shall mean the words "Good Food Ireland", "Sign" shall mean the Good Food Ireland® sign or display panel intended to be displayed at or outside food/drink business premises and "Brand Guidelines" shall mean the document bearing the name Good Food Ireland® Brand Guidelines, the current version being dated January 2020, and any replacement thereof that Good Food Ireland® adopts from time to time and notifies to the Member.

## Commencement and Term

2.1 On submission of this agreement, the business commits to paying the agreed fee to Good Food Ireland®. See Clause 8.

2.2 Should the business meet with approval the remainder of this agreement will come into effect

2.2.1 The Member once approved and accepted to the Collection by Good Food Ireland® as meeting the conditions and standards set by Good Food Ireland® (which may at Good Food Ireland® option include an inspection of the Member's premises);

2.2.2 The Member has paid the agreed annual services fee for the first year of a 12-month Agreement

2.3 Once these conditions are fulfilled, the Member shall have the rights set out in this Agreement, unless and until the Agreement is terminated in accordance with its terms. "This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes and replaces all prior agreements (including any previous Approved Member Contract) between the parties whether oral or written relating to the subject matter of this Agreement.

2.4 The initial term of this Agreement is 12 months ("Initial Term").

2.5 The Agreement will automatically continue after the Initial Term for successive 12-month periods unless:

2.5.1 The Member gives written notice to Good Food Ireland® at least 1 month prior to the expiry of the Initial Term or any subsequent 12 month period, that it wishes to terminate this Agreement (failure to give this notice will result in the Member being liable for a further year's fee at the then-prevailing annual fee rate);

2.5.2 Good Food Ireland® terminates this Agreement for one of the reasons in clause 6 below; or

2.5.3 Good Food Ireland® gives the Member 1 month's written notice of terminating this Agreement at the expiry of the Initial Term or any subsequent 12-month period.

2.6 If a Member fails to pay an annual fee (or any fee properly due) by the due date Good Food Ireland® has the option to terminate this Agreement, and notwithstanding termination, the fee is still due and owing to Good Food Ireland® as a contract debt. If the Member wishes to reactivate this Agreement, it may be required to pay any then applicable joining fee as well as discharging the debt for outstanding fees.

## Obligations of Good Food Ireland®

3.1 For the term, Good Food Ireland®:

3.1.1 Grants the Member the licence to use the Logo and Name as set out in clause [5] below;

3.1.2 Permits the Member to display the Sign and Annual Certificate at the Member's premises;

3.1.3 Will carry out all other services as determined by the Member's programme choice.

## Obligations of Member

4.1 The Member shall maintain the standards and criteria as expected of a Good Food Ireland® affiliated business. In particular, this requires that the Member must uphold a superior food offering and shall:

4.1.1 Demonstrate in a tangible way the link with local artisan partners by highlighting them on menus and offering a local food and drink experience.

4.1.2 Showcase the taste and flavour of the indigenous food and drink produce of our island

4.1.3 Serve only Beef of Irish or Northern Irish origin

4.1.4 Prioritise and feature local potatoes, vegetables and fruits in season.

4.1.5 Prioritise the use of the core indigenous ingredients – lamb, pork and bacon, poultry, dairy, fish, seafood

4.1.6 Support and prioritise home-baked, in-house cooking/production, and handmade foods; and

4.1.7 Maintain the standards expected of a Good Food Ireland® Approved Member.

4.1.8 Or in the case of a producer be either the primary producer or a producer where the core or the majority of the ingredient/s of the product is of Irish or Northern Irish origin.

4.2 The Member will promptly supply any required information, materials or photographs (“Content”) needed by Good Food Ireland® for the website and any publication in order to maintain the Member’s right to be included, and Member hereby grants Good Food Ireland® a non-exclusive, irrevocable, royalty-free licence to use, modify, display, reproduce, and distribute such Content on the website and in any Good Food Ireland® publications and promotional material, reports and other publications (electronic, hard copy or in any other format). Member confirms to Good Food Ireland® that it has the right to grant the licence to Good Food Ireland® as set out in this clause.

4.3 The Member will accept from consumers Good Food Ireland® Gift Vouchers as sold by Good Food Ireland® and agree to the payment of a 5% handling fee to Good Food Ireland® on redemption of such vouchers (or as may be introduced at any time in the future on 1 months’ notice to the Member).

4.4 The Member will promptly pay any annual fees, joining fees or other fees properly owing to Good Food Ireland®.

4.5 The Member undertakes to Good Food Ireland® that it will have all appropriate product liability, public liability and employer liability insurance cover in place as relevant to the Member’s business, and in respect of any Good Food Ireland® events and or experiences in which the Member participates, The Member hereby agrees to indemnify and keep indemnified Good Food Ireland® from all claims, losses, damage and expenses that Good Food Ireland® may suffer by reason of the Member’s actions or default.

4.6 The Member agrees to strictly adhere to all conditions and requirements related to the use of the Logo, the Name and the Sign as outlined in the brand guidelines.

4.7 In addition, the Member will adhere to any additional branding requirements of Good Food Ireland® when participating at group or promotional events.

### Licence of Logo and Sign

5.1 Good Food Ireland® hereby grants to Member for the term of this Agreement:

5.1.1 A licence to use the Logo on own website and menus if applicable as provided by the Good Food Ireland® head office. No replication of logo permitted and full brand guidelines apply.

5.1.2 Permission to display the Sign outside or at the Member's approved premises; solely in connection with activities relating to the promotion of Irish and artisan foods, producers and purveyors of same and indigenous Irish Cuisine and in connection with the Member's food and/or drink business, upon the terms and conditions herein contained.

5.2 The licences and permissions in clause 5.1 are non-exclusive, non-sub licensable, non-assignable, and revocable, and nothing in this Agreement shall prevent Good Food Ireland® from using, licensing, commercialising or transferring the Logo, the Name or any other assets or rights (tangible or intangible) of Good Food Ireland® as it in its sole discretion sees fit.

5.3 Good Food Ireland® permits the Member to place the Logo (as supplied by Good Food Ireland®) on the Member's own website, with a link back to their dedicated profile page on the Good Food Ireland® website and to place the logo on the member's menus, strictly in accordance with the Brand Guidelines.

5.4 Any use by the Member of the Logo or the Name shall be strictly in accordance with the Brand Guidelines (as may be amended from time to time by Good Food Ireland®).

5.5 The licences to use the Logo and the Name extend only to the Member's website and Menus. The Member cannot use the Logo, the Name or the Sign on any clothing, on any commercial publications (for example cookbooks that will be sold), on any food or drink products, on any hampers of food products or any collection or combination of food products similar to a hamper, or on any non-food (or accommodation) products. The Member may also not use the Logo or the Name in relation to an event.

5.6 The parties agree that the Logo, the Name and the Sign are and shall at all times remain the property of Good Food Ireland®. The Member shall be responsible for the safe-keeping of the Sign.

5.7 The Member acknowledges that goodwill and all other rights in and associated with the Logo, the Name and the Sign whether before or after the date of this Agreement vest absolutely in Good Food Ireland® and that it is the intention of the parties that all such rights will at all times and for all purposes remain vested in Good Food Ireland®. In the event that any such rights at any time accrue or accrued to the Member by operation of law or howsoever otherwise the Member will at its own expense forthwith on demand do all such

acts and things and execute all such documents as Good Food Ireland® shall deem necessary to vest such rights absolutely in Good Food Ireland®.

5.8 On termination of this Agreement for any reason, the licences and permissions in this clause terminate immediately, and the Member must

5.8.1 Cease the use of the Logo and the Name;

5.8.2 Destroy any promotional materials and labels displaying the Logo or Name or otherwise remove the Logo and Name from all materials, products and premises; and

5.8.3 Return the Sign to the office of Good Food Ireland®

5.9. On termination of this Agreement, should the Member continue to use the Good Food Ireland® sign, brand or logo in any way and as outlined in clause 5.8 above, the Member will be liable to pay the relevant Annual Membership fee to date for the total period since Membership was terminated.

All within 28 days of termination.

If a Member does not return the Sign to Good Food Ireland® as set out herein within 28 days from termination, Good Food Ireland® or a party duly authorised to act as their agent should take all necessary steps to retrieve the Sign and where necessary enter onto the Member's premises for such purpose. In that regard, the Member hereby unconditionally grants Good Food Ireland® and its appointed agents the full right and liberty to enter onto the Member's premises for the purposes of removing and retrieving the Sign. Any expenses incurred by Good Food Ireland® in connection with same shall be the responsibility of the Member. The Member hereby further agrees that any marks or damage caused as a result of the removal of the Sign from the premises shall be the sole responsibility of the Member.

#### **Termination of Agreement by Good Food Ireland®**

6.1 Good Food Ireland® may terminate this agreement by giving written notice to the Member, effective immediately:

6.1.1 If the Member fails to maintain its premises and/or business and/or food offering (as relevant) to the standards and in accordance with the conditions set out by Good Food Ireland®;

6.1.2 If by reason of complaints from consumers, Good Food Ireland® believes that the Member or its offerings or conduct may damage the reputation or standing of Good Food Ireland®;

6.1.3 If the Member ceases to operate the business to which this Agreement relates;

6.1.4 If Good Food Ireland® no longer has ownership of the Logo or the Name, or for any other reason is no longer in a position to continue the licences set out in Clause 5 above; or

6.1.5 If the Member fails to pay any amount due to Good Food Ireland® by the stated payment date. (If Member has an exceptional circumstance causing late payments, the Member should contact Good Food Ireland® prior to payment date requesting to be excused from this clause.)

6.2 In addition to clause 6.1, either party may terminate this Agreement if the other is in material breach of the Agreement and has not remedied the breach within 15 days of receiving written notice from the non-breaching party, such notice to identify the breach and requiring the party to remedy that breach.

### **No assignment by Member**

7.1 This Agreement is between Good Food Ireland® and the Member named herein and may not be transferred or assigned by the Member to any other premises or person.

7.2 The Member will promptly notify Good Food Ireland® of any changes to the Member's premises or business, such as renovations, change of ownership etc. On the sale of a business, the benefits and rights under this Agreement do not automatically transfer with the business to a new owner.

7.3 Where there is a significant change in the business operated by the Member, Good Food Ireland® reserves the right to carry out an additional Good Food Ireland® inspection, and only on the passing of that inspection will the benefits and rights under this Agreement be extended.

### **Inspections**

8.1 Submission of Application or Payment of fee in advance of inspection does not entitle automatic approval. Inspections are carried out by one of the Good Food Ireland® Quality Assurance Team and their decision is final and confidential to Good Food Ireland® if approval is not met.

8.2 Good Food Ireland® reserves the right to randomly inspect businesses without notice to the Member and to terminate the agreement with the Member on foot of this inspection if Good Food Ireland® deems this appropriate in accordance with Clause 7 of this agreement. The Good Food Ireland® decision in this regard shall be final and confidential to Good Food Ireland®.

### **Variations**

9.1 Good Food Ireland® reserves the right, in its sole discretion, to amend or vary the Brand Guidelines, and the rules regarding inspections, and the standards applying to the approval of Member premises by Good Food Ireland®, at any time on reasonable notice to the Member. Good Food Ireland® reserves the right to amend any other provision of this Agreement on written notice to the Member, and such amendment will take effect at the expiry of three months from the giving of the notice or at the next annual renewal of this Agreement, unless the Member notifies Good Food Ireland® within that period that it does not accept the amendment and instead terminates this Agreement.

**Applicable law**

10.1 This Agreement and all rights and obligations of the parties hereto shall be governed and construed in accordance with the law of Ireland and the parties hereto hereby submit to the jurisdiction of the Irish Court.

Signed on behalf of Member (must be owner/manager/director)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_