

UK Textiles Pact Terms and Condition of Participation for Signatories

1. Becoming a Signatory and renewal

1.1 Signatory status is effective upon the receipt by WRAP of the completed and signed Signatory Commitment Form and runs for the Initial Term and thereafter in accordance with clause 1.3.

1.2 Becoming a Signatory signifies:

- (a) your acknowledgment of the Targets and agreement to implement an Action Plan;
- (b) your right to make use of the Benefits specified for your category of Signatory;
- (c) your commitment to adhere to the Signatory Engagement Principles, as reflected in your Action Plan;
- (d) your commitment to supply WRAP with such data relating to your business as is reasonably required by WRAP in order to report periodically on progress towards the achievement of the Targets in accordance with clause 5.2 below;
- (e) your commitment not to do anything which is or could reasonably be considered detrimental to the reputation and interests of UK Textiles Pact or WRAP, or to conflict with the objectives of UK Textiles Pact; and
- (f) your acceptance of these Terms.

1.3 Signatory status will be automatically renewed at the end of the Initial Term and on each anniversary thereof, subject to termination in accordance with clause 3 below.

2. Annual contributions

2.1 Annual Contributions are payable by Partners, Small and Medium Sized Enterprises (SMEs), and Commercial Affiliates only.

2.2 The basis for calculation of the applicable Annual Contribution for each relevant category of Signatory is set out in the document entitled “Benefits and Financial Contributions”, sent during sign-up and available on the Signatory Communications Platform.

2.3 Signatory Contributions are subject to VAT at the prevailing rate, where applicable.

2.4 Partners’, SMEs’, and Commercial Affiliates’ Annual Contributions cover the financial year which starts from 1 April and ends on 31 March and are payable to WRAP in advance no later than 31 March for the following financial year. Partners, SMEs, and Commercial Affiliates who join part way through a financial year will pay a pro-rated amount, calculated as notified to them by WRAP prior to joining.

2.5 WRAP will issue each paying Signatory with an invoice setting out the required Annual Contribution which is payable to WRAP by the Due Date for the following year of subscription. In the event that a purchase order number (“PO”) is required by the Signatory, such PO number shall be sent to WRAP by the Signatory in a timely manner in order for the required payment to be received by WRAP by the Due Date.

2.6 If an invoice issued under section 2.5 remains unpaid (or a relevant invoice cannot be issued due to Signatory's failure to provide a PO number) more than one month after the Due Date, WRAP may in its discretion suspend that Signatory's Benefits and remove the Signatory's logo from the UK Textiles Pact website, until payment is received.

2.7 The Contribution structure is non-negotiable. WRAP reserves the right to revise Annual Contributions. All paying Signatories will be notified in writing of such changes.

2.8 Partners, Commercial Affiliates (and any other category of Signatory whose Annual Contributions include a turnover contribution element) agree to notify WRAP of their most recently reported relevant turnover figure, not less than 2 months prior to each anniversary of becoming a Signatory, to allow WRAP to calculate or verify the Annual Contribution for the following year.

3. Termination of Signatory status

3.1 A Partner, SME, or Commercial Affiliate may terminate its participation in UK Textiles Pact by notice in writing to WRAP to be received no later than 31 January in the relevant year. Termination will be effective on the day prior to renewal.

3.2 An Affiliate may terminate its participation in UK Textiles Pact by notice in writing to WRAP at any time. Termination will be effective upon WRAP's acknowledgment of receipt of notice.

3.3 WRAP may terminate the Signatory status of any Signatory by immediate notice in writing to the Signatory at any time if:

3.3.1 an invoice in respect of that Signatory's Annual Contribution remains unpaid by 30 June in the financial year to which the Contribution relates (or by the date 2 months after joining if joining mid-year) ; or if an invoice could not be issued by either of those dates due to Signatory's failure to provide a PO number; or

3.3.2 that Signatory fails to comply with its obligations under clause 5.2 (data reporting); or

3.3.3 that Signatory commits a breach of any of clauses 1.2 (c) (Signatory Engagement Principles) (e) (damage to reputation or conflict with objectives), 6.1, 6.3, 6.4 (IP) 7.1, 7.3 (confidentiality), 8.1 (publicity) or 9 (compliance) which is not or cannot be remedied to WRAP's reasonable satisfaction within 7 days of WRAP notifying the Signatory of the alleged breach; or

3.3.4 that Signatory is not showing reasonable progress in contributing to the achievement of the Targets, in accordance with that Signatory's Action Plan, as measured through the annual indicators questionnaire.

3.4 If a Signatory in receipt of a notice of termination issued pursuant to clause 3.3.3, notifies WRAP in writing, in good faith, within two business days, of its wish to challenge such notice and requesting escalation of the matter within WRAP, WRAP will arrange for a member of its Executive team to be available, within five business days, to discuss the matter with a duly authorised executive representative of the Signatory, to seek a mutually acceptable resolution of the matter. Within 5 further business days of such meeting, WRAP will notify the Signatory of its final decision (whether to confirm or withdraw the termination and grant further time for investigation). The effect of the notice of termination shall be suspended pending notification of the final decision. This clause 3.4 shall not

prejudice WRAP's rights (taking into account its special duties as a charity) to take any other action it deems appropriate to safeguard its assets and reputation.

3.5 Upon termination:

3.5.1 the Signatory's access to all Benefits will cease with immediate effect;

3.5.2 the Signatory will be removed from the benefits distribution and mailing lists, and the Signatory communications platform;

3.5.3 the Signatory company name and logo will be removed from UK Textiles Pact and WRAP websites;

3.5.4 the Signatory will cease use of, and remove any instance of the Marks from its websites and other public-facing media;

3.5.5 the Signatory will use reasonable endeavours to co-operate with WRAP in providing such data as may be outstanding or as WRAP may reasonably request in respect of the period prior to termination if the lack of such data would have a detrimental effect on reporting in relation to UK Textiles Pact; and

3.5.6 there will be no refunds of Annual Contributions paid, in whole or in part.

4. Projects

4.1 From time to time, the Signatory may volunteer, or WRAP may invite the Signatory, to participate in one or more separate Projects beyond the scope of UK Textiles Pact and WRAP will agree with the Signatory what the nature of that participation will be (i.e. financial and/or in kind contribution).

4.2. Any financial contribution in relation to a Project will be additional to and separate from, the Signatory's Annual Contribution and WRAP will issue the Signatory with an invoice (plus VAT where applicable) accordingly.

4.3 Clauses 5.4, and 6-9 of these Terms will apply to the Signatory's participation in a Project.

5. Data

5.1 As part of the administration of UK Textiles Pact, WRAP will collate summary data from Signatories for the purposes of analysis, benchmarking and reporting on collaborative progress.

5.2 Each Signatory agrees to complete the annual indicators questionnaire and to provide the data reasonably requested by WRAP in connection with UK Textiles Pact and to use its reasonable endeavours to ensure that the data so provided are accurate, up to date and provided in accordance with the required timelines determined and notified by WRAP.

5.3 A Signatory will inform WRAP without delay if it becomes aware of or suspects that there is, any material inaccuracy in data provided and use its reasonable endeavours to correct it.

5.4 To the extent that such data constitutes Confidential Information, it will be treated in accordance with the confidentiality terms in clause 7 below, and all published reporting by WRAP will use aggregated and anonymised data. Signatories hereby acknowledge that the aggregated and anonymised data provided may be added to databases held by WRAP and used by WRAP in furtherance of its charitable objectives.

5.5 Signatories participating in Projects agree to provide requested data on the timeline as determined by WRAP and acknowledge that WRAP has a responsibility to share good practice and therefore consent to WRAP publishing reports, case studies and results of the aggregated or generalised anonymised results based on the participation of Signatories, which may include their company/organisation name, logo and anonymised data.

6. Trademarks and other intellectual property rights

6.1 The UK Textiles Pact name and logo are copyright of WRAP (the “Marks”). WRAP hereby grants a non-exclusive, non-sublicensable, royalty-free, revokable licence to use the Marks by Signatories, within the UK only, and only to identify themselves as such in corporate communications in accordance with the guidelines set out in the Communications Toolkit and not for any other purpose (including but not limited to use in connection with any mercantile advertising) unless expressly agreed in writing with WRAP.

6.2 Signatories undertake to WRAP that, save as expressly permitted by WRAP, it will not make any use anywhere in the world of the Marks or any name or mark intended or likely to be confused or associated with it. In particular, upon termination of Signatory status for any reason the Signatory shall cease immediately to make any use of the Marks.

6.3 Each Signatory expressly authorises WRAP to display their company/organisation name and approved logo on UK Textiles Pact and WRAP websites, presentations and other publications relating to UK Textiles Pact, to identify their Signatory status. No other rights are hereby given to WRAP to use Signatories’ intellectual property save as expressly agreed between WRAP and that Signatory.

6.4 All intellectual property rights (including but not limited to the copyright in algorithms) in the Calculator belong to WRAP and no rights are granted to Signatories in respect of the Calculator and its underlying data, except for the right to use the Calculator via the specified user interface and in accordance with the terms and guidelines provided by WRAP from time to time.

6.5 Copyright and all other intellectual property rights in all other materials and outputs (in whatever media and form), including software, tools and datasets, created by WRAP in the course of and in connection with UK Textiles Pact, shall be owned by WRAP and Signatories may use such materials and outputs only as specified in these Terms or otherwise expressly agreed in writing with WRAP.

7. Confidentiality and privacy

7.1 All information, including but not limited to emails, reports, materials, pictures and data, which are provided to Signatories by WRAP, will be regarded as Confidential Information unless the information is made generally available to the public by WRAP as an output of UK Textiles Pact or if WRAP states otherwise.

7.2 Subject to clause 5, all Confidential Information supplied to WRAP by a Signatory, including reporting data, will be held securely by WRAP and not disclosed to a third party without the express written permission of the supplying Signatory.

7.3 All Confidential Information obtained by a Signatory in relation to UK Textiles Pact or another Signatory must be held in confidence and not disclosed to a third party without the express written permission of WRAP, and the Signatory to whom the Confidential Information relates.

7.4 Any personal data supplied to WRAP will be held and processed in accordance with WRAP's Privacy Policy which is available on the WRAP website www.wrap.ngo.

8. Publicity

8.1 Signatories will deal with their own media requests and manage their social media with regards to UK Textiles Pact in accordance with the Communication Toolkit. Any Signatory creating marketing and communications that refer to UK Textiles Pact that fall outside the guidelines, as set out in the Communications Toolkit, must seek written consent from WRAP.

8.2 WRAP will make all reasonable efforts to clear case studies with originators before publication and will seek a Signatory's prior agreement to use their company/organisation name or logo in connection with the publication of case studies, if such use goes beyond simply identifying their Signatory status, in accordance with clause 6.3.

9. Compliance

9.1 All Signatories agree that all activities of UK Textiles Pact shall be conducted in strict compliance with all applicable competition laws and trade regulations.

9.2 Signatories shall not use any UK Textiles Pact meeting, communications platform or other forum as a channel to facilitate any anti-competitive actions or enable exchanges of any competitively sensitive information, such as, but not limited to, any information on price, customers, production data, competitive strategies or plans, or any other non-public, competitively sensitive information.

10. General

10.1 Any delay on WRAP's part in exercising its rights under these Terms (including as to payment of Annual Contributions, suspension of Benefits or termination of a Signatory's status), allowance of time or continued engagement with a Signatory whilst it is in breach of any of these Terms, will not constitute a waiver of those rights.

10.2 These Terms constitute the entire agreement between WRAP and a Signatory, superseding any prior agreements relating to UK Textiles Pact; and may be revised from time to time by WRAP by notice to Signatories in writing and available at <https://wrap.ngo/va-terms>.

10.3 These Terms are governed by English law and any dispute in connection with them is subject to the jurisdiction of the English courts.

11. Definitions

In these Terms, the following definitions apply:

"Action Plan" means an individual plan of priority actions agreed between the Signatory and WRAP, aligned to and designed to reflect a Signatory's contribution towards, the Targets.

"Affiliate" means a trade or sector organisation, academic institution (excluding their business units) or other organisation accepted by WRAP as a Signatory with the "Affiliate" designation. For the avoidance of doubt, where an Affiliate (such as a trade association) has its own body of members, those members are *not* entitled to be treated as Affiliates of UK Textiles Pact in their own right, to exercise any of the rights of the Affiliate (including attendance at meetings, unless agreed in advance

by WRAP) on its behalf or to make direct use of any of the benefits of Affiliate membership (unless and except to the extent that such benefits are made generally available to non-signatories).

“Annual Contributions” means the annual contributions payable by each Signatory, as specified in clause 2;

“Benefits” means the various benefits to which each category of Signatory has access as set out in the Benefits and Financial Contributions document, sent during sign-up and available on the Signatory Communications Platform;

the **“Calculator”** means the Footprint Calculator tool, made available for use to certain Signatories, as specified in the Benefits;

“Commercial Affiliate” means an organisation which places non-apparel or textile products or services on the market, but by the nature of its business is in a position to contribute towards achievement of the Targets, accepted by WRAP as a Signatory with the Commercial Affiliate designation.

the **“Communications Toolkit”** means the UK Textiles Pact Communication Toolkit which is updated by WRAP from time to time. This is sent with the welcome email and available on the Signatory Communications Platform;

“Confidential Information” means: all information (of whatever nature and however recorded or preserved) disclosed by one party to the other, which is

- (a) marked as or has been otherwise indicated to be confidential; or
- (b) would be regarded as confidential by a reasonable businessperson except to the extent that such information is
 - (i) already in the public domain at the time of disclosure;
 - (ii) enters the public domain otherwise than by a breach of any obligation of confidentiality;
 - (iii) known to that party before it is disclosed to that party by, or on behalf of, the other party.

“Due Date”, in respect of an invoice issued by WRAP, means the date which is 30 days after the date of issue;

“Initial Term” means the initial period of one year, ending on 31 March in the calendar year following the calendar year in which they become a Signatory.

“Partner” means (a) a leading brand, manufacturing or retail business that places apparel or textile products on the market and is committed to collaborating on the Circularity Roadmap as well as implementing Target-Measure-Act (**“B&R”**); or (b) a re-use and recycling organisation which collects, sorts, resells, reprocesses, repairs, recycles and/or exports post-industrial, pre-consumer and/or post-consumer textiles (**“R&R”**), in each case accepted by WRAP as a Signatory with the “Partner” designation;

“Project” means any additional activity beyond the standard activities described in the Benefits, agreed with WRAP and involving one or more Signatories, designed to contribute to the objectives of UK Textiles Pact;

“Signatory” means an Affiliate, Commercial Affiliate, SME, or Partner and **“Signatories”** means all of these;

“Signatory Commitment Form” means the form completed and signed by a Signatory committing to participation in UK Textiles Pact;

“Signatory Engagement Principles” means the principles and practice of providing visibility of supply chains annually, following good practice as demonstrated for example in the OECD guidelines.

“Small and Medium Sized Enterprise (SME)” means a business that places apparel or textile products on the market, and is operating below £100m turnover and is accepted by WRAP as a signatory with the ‘SME Collaboration Partner’ designation.

“Targets” means the UK Textiles Pact Targets, as agreed from time to time and set out at <https://www.wrap.ngo/taking-action/textiles/initiatives> ;

“Terms” means the terms and conditions set out in this document and includes the documents incorporated by reference herein (as updated from time to time);