



NATIONAL  
HOSPITALITY  
ASSOCIATION  
OF GHANA

## Terms and Conditions of Operator Membership

### 1. Interpretation

#### 1.1 In these Conditions, the following definitions apply:

**Active Membership:** the membership of a Member whose fees for the Annual Subscription in the relevant year have been received by NHAG in cleared funds.

**Annual Subscription:** the subscription fees payable annually by each Member for membership to NHAG including the First Subscription.

**Applicant:** the company on whose behalf the Application is submitted.

**Application Form:** the application form completed by Applicants and either scanned and returned to NHAG by email.

**Contract:** the contract between NHAG and any Member, comprising the Application Form and these Conditions, which is formed in accordance with clause 3.

**First Subscription:** the first Annual Subscription paid by a Member.

**Initial Term:** The first 12 months of membership.

**Group:** in relation to a Member, that Member, and any holding company or parent company of that Member, and any subsidiary of that holding company or parent company. Each such company shall be a member of the Group.

**Membership Year:** the period of time, consisting of 12 consecutive months running from the First Subscription and following Annual Subscription.

**Member:** an Applicant whose application to join NHAG has been accepted and whose fees for the First Subscription and then the applicable Annual Subscription to NHAG have been received by NHAG in cleared funds.

**National Hospitality Association Ghana:** NHAG Icon House, Stanbic Heights, Airport City, Accra, Ghana with organisation number:

**NHAG Member Benefits:** the benefits and services available to all Members.

#### 1.2 In these Conditions, the following rules of interpretation apply:

(a) words in the singular include the plural and vice versa and words in one gender include any other gender; and

(b) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

## **2. Eligibility and Membership**

2.1 To be eligible to apply for membership of NHAG, an organisation must:

(a) be an sole trader or limited company registered in Ghana with Registrar General;

(b) be an actively trading company (not a non-trading, dormant or shell company);

(c) be approved by NHAG (acting in its sole discretion); and

(d) agree to these Conditions.

2.2 NHAG shall only assess the company named as the Applicant in the Application Form for membership of NHAG. NHAG does not offer group membership to companies within the same Group. If multiple companies within the same Group wish to receive NHAG Member Benefits, each company registered as a legal entity in its own right must submit an Application Form and pay a separate Annual Subscription.

2.3 If a Member acquires another Member and they remain separate legal entities, then each Member must maintain separate membership and pay a separate Annual Subscription. If a Member merges with another Member, or acquires another Member and the acquired Member ceases to trade or is wound up, the acquired Member shall not be entitled to a refund in respect of any Annual Subscriptions already paid.

2.4 NHAG may, at its sole discretion, refuse membership to an Applicant if NHAG is not satisfied with the Applicant's corporate status or financial standing.

2.5 Members shall at all times throughout their membership:

(a) comply with all Applicable Legislation;

(b) maintain high standards of ethical conduct in their business; and

(c) not act any way that harms the reputation or business activities of NHAG.

2.6 NHAG may create new categories of membership, or vary existing categories of membership, at any time. Any variations to types of membership shall have effect at the start of the subsequent Membership Year. Members affected by any such change shall be informed at least 3 (three) months before such change is due to come into effect.

2.7 A Member may, where such facility is available, downgrade their level of membership to a lower level by providing at least 3 (three) months' notice in writing to NHAG. If NHAG receives the notice at least 3 (three) months before the start of a new Membership Year, the change in membership level shall have effect at the start of the new Membership Year. If NHAG receives notice less than 3 (three) months before the start of a new

Membership Year, the change in membership level shall not take effect until the subsequent Membership Year.

### **3. Basis of Membership**

- 3.1 The Applicant shall complete and submit to NHAG the Application Form either as a scanned PDF attached to an email or submit online.
- 3.2 If the Applicant has met the eligibility criteria set out in clause 2.1, NHAG shall send the Applicant a 'Welcome to Membership' email acknowledging their NHAG membership and issue an invoice for the First Subscription. The Contract between NHAG and the Applicant shall only be formed when the confirmation email is sent.
- 3.3 The Contract shall be for an initial term of 12 months (Initial Term). The Applicant shall be entitled to renew the Contract for additional 12 month periods (each a Renewal Period) by giving notice to NHAG not less than 3 months' prior to the expiry of the Initial Term or the relevant Renewal Period.
- 3.4 These Conditions apply to the Contract to the exclusion of any other terms that any Applicant or Member seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3.5 The Applicant warrants that the person submitting the Application Form is fully authorised to enter into the Contract on behalf of the Applicant.

### **4. Subscription and Payment**

- 4.1 Each Member shall pay an Annual Subscription in respect of each Membership Year at the rate applicable to its level of membership. A Member shall not be liable for any other payments in any Membership Year without their prior written consent.
- 4.2 The Annual Subscription rates for each Membership Year shall be determined by NHAG prior to the commencement of each Membership Year. NHAG shall revise the Annual Subscription rates annually and notify Members of any revisions in writing at least 3 (three) months before the commencement of a new Membership Year.
- 4.3 If a Member downgrades their level of membership in accordance with sub-clause 2.8 and the notice is received by NHAG, NHAG shall calculate the Annual Subscription due for the subsequent year at the rate applicable to the downgraded level of membership. If NHAG does not receive the notice in any Membership Year, the Annual Subscription due for the subsequent year shall be payable in full at the rate applicable to the higher level of membership.
- 4.4 NHAG shall issue invoices for the Annual Subscription on the first Business Day of each Membership Year. All invoices must be paid within 30 (thirty) days of the date of the invoice.
- 4.6 All Annual Subscriptions are subject to VAT at the applicable rate.

### **5. Member Benefits and Services**

- 5.1 A Member may access all NHAG Member Benefits subject to the relevant specific terms and conditions.
- 5.2 Any Member that has entered into a Partner Agreement for an event or publication must have Active Membership at the time of the Agreement and shall maintain Active Membership throughout the event or on date of publication.

## **6. Liability**

- 6.1 Nothing in the Contract shall be deemed to exclude or limit the liability of either party for:
  - (a) death or personal injury arising from negligence;
  - (b) any damage or liability incurred as a result of fraud or fraudulent misrepresentation;
  - (c) anything else for which the parties cannot at law limit or exclude their liability.
- 6.2 Subject to clause 6.1, NHAG's entire liability to a Member whatsoever or howsoever arising out of or in connection with the Contract shall be limited to an amount equal to the subscription fees paid by the Member in each Membership Year.

## **7. Termination of Membership**

- 7.1 A Member may terminate their membership by giving notice in writing to NHAG no less than 3 (three) months before the end of any Membership Year.
- 7.2 If a Member provides notice to NHAG of their intention to terminate less than 3 (three) months before the end of any Membership Year the Annual Subscription for the subsequent year will be payable in full and the termination will not take effect until the following Membership Year.
- 7.3 NHAG has the right to terminate the Contract (and the membership of any Member) with immediate effect by giving written notice to a Member if:
  - (a) The Member fails to pay any monies due to NHAG (including the Annual Subscription), whether under the Contract or otherwise, provided that NHAG has given the Member written notice of such non-payment and such notice states NHAG's intention to terminate the Contract if payment is not made by the Member within 3 (three) months of the date of its receipt of the notice; or
  - (b) the Member suspends or ceases, or threatens to suspend or cease to carry on all or a substantial part of its business; or
  - (c) a petition is presented on bona fide grounds, or a resolution is passed, or an order is made, for the winding up, provisional winding up, or bankruptcy of the Member, other than for the sole purpose of a solvent amalgamation or solvent reconstruction of that Member; or
  - (d) A receiver, administrative receiver, administrator or any similar officer is appointed in respect of the Member or any step is taken towards the appointment of any such officer; or

(e) the Member commences negotiations in relation to, or enters into, any arrangement, compromise or composition with its creditors or any class of them (with or without first having sought or obtained a moratorium); or

(g) any event occurs, or proceeding is taken, with respect to the Member that has an effect equivalent or similar to any of the events mentioned in clause 7.3(b)–(f) inclusive or

(h) NHAG suspects that the Members has committed fraud, been involved in money laundering or other criminal activities; or

(i) The Member is in material breach of any term of the Contract which would reasonably be regarded as serious. If such a breach is capable of being remedied so that it would no longer be a breach, the right to terminate only exists if the Member at fault fails to remedy the breach within 30 (thirty) days of notice from NHAG.

7.4 If NHAG considers that any Member has ceased to meet the eligibility criteria set out in clause 2 or that the business interests of any Member or companies within any Member's Group have come into conflict with those of NHAG, NHAG has the right to terminate the Contract provided that:

(a) NHAG has given the Member written notice and such notice states:

(i) NHAG's intention to terminate the Contract; and

(ii) the Member's right to attend a meeting with NHAG to discuss the proposed termination; and

(b) either:

(i) the Member has failed to respond to the notice sent by NHAG in accordance with sub-clause

7.4 (a) within 30 (thirty) days of receiving the notice; or

(ii) the Member has attended a meeting with NHAG and NHAG, at its sole discretion, has decided that the Member's Contract will be terminated.

7.5 The decision of NHAG in relation to sub-clauses 7.4(b) (ii) shall be final and conclusive and NHAG shall not be required to provide any reason for its decision.

7.6 If the Contract is terminated by NHAG under sub-clause 7.1, 7.3 or 7.4 the Member shall not be entitled to a refund in respect of any Annual Subscriptions and NHAG shall have no liability to the Member whatsoever in connection with such termination.

7.7 Termination or expiry of this Contract shall not affect the rights and obligations of the parties held prior to the Contract being terminated, and clauses 3, 4, 6, 9 and 10 shall survive termination or expiry of the Contract.

## **8. Force Majeure**

8.1 Neither party shall be liable for any failure to perform, or delay in performance of, any of its obligations under the Contract which is caused by acts, events, omissions or non-events outside its reasonable control (these are commonly known as "Force Majeure Events").

- 8.2 Force Majeure Events include, without limitation, interruption in power supply, severe weather conditions, fire, flood, storm, earthquake, volcanic eruption, epidemic, pandemic, war, acts of terrorism, riots, uprisings, strikes and restrictions in obtaining materials and labour.
- 8.3 If a member is affected by a Force Majeure Event for more than 3 (three) months, the other party may terminate this Agreement with immediate effect by serving a written notice on the affected party. The service of such notice shall be without prejudice to any rights or obligations which have accrued prior to termination.

## **9. Data Protection and Security**

- 9.1 All information relating to Members ("Member Data") shall be collected, held and used by NHAG.
- 9.2 The Applicant's company name and logo may only be used for publication on NHAG's website, in catalogues, directories, digital platforms, display material and any other media or material that NHAG, at its sole discretion, deems appropriate.
- 9.3 Subject to clause 9.2, NHAG shall not share Member Data with any third party without the consent of the Member to which the data relates.
- 9.4 Each Member or Applicant acknowledges that the transmission of information over the internet is not completely secure, and any transmission of information by any Member or Applicant over the internet is at its own risk.

## **10. General**

- 10.1 The Contract sets out the entire agreement and understanding between the parties and supersedes any prior agreements, arrangements, representations or understandings (whether oral or written) between the parties. Each party has entered into the Contract in reliance only on the terms specifically contained in the Contract, and except where stated in the Contract, neither party will have any liability in respect of any other representation, warranty or promise made prior to the Contract.
- 10.2 The Conditions may be revised or amended from time to time by NHAG including in accordance with clause 2.6. Any variation to the Conditions will be notified to all Members in writing.
- 10.3 Any notice to a party under the Contract shall be in writing signed by or on behalf of the party giving it and shall be sent by prepaid first class post to the receiving party's address as set out in the Application Form (the Member) and page one of these Conditions (NHAG). If a notice is given in accordance with this clause 10.2, it shall be deemed to have been received:
- (a) if delivered by email, at the time of sending or, if the email is sent after 5pm or on a day other than a business day, at 9am on the following business day.
- 10.4 Membership is not transferrable and the Contract shall not be assigned or transferred in whole or in part by any Member without the prior written consent of NHAG.

- 10.5 If NHAG fails to enforce a right under the Contract, that failure shall not prevent NHAG from enforcing other rights, or the same type of right on a later occasion.
- 10.6 If a court or other authority decides that any provision of the Contract is not valid, or any such provision becomes illegal and unenforceable, the rest of the provisions of the Contract will not be affected.
- 10.8 The Contract and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, or its subject matter or formation shall be governed by Ghana law. The parties irrevocably agree that the courts of Ghana shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with it, or its subject matter or formation.