BUSINESS NETWORK MEMBERSHIP TERMS AND CONDITIONS (TERMS)

1. Background

1.1 The Company (as defined below) is the organiser and administrator of Events (as defined below).
1.2 The Company makes Events available for Members (as defined below) to attend on and subject to these Terms.
1.3 By paying Membership Fees (as defined below) and/or attending Events, Members unconditionally and irrevocably agree that these Terms shall exclusively apply to Membership and to attendance at Events to the exclusions of any other terms and conditions which Members may seek to impose or incorporate, or which are or may be implied by law, trade, custom, practice or course of dealing.

2. Definitions and Interpretation

In these Terms:

Company means YOUR BUSINESS MATTERS LIMITED (company number 07509638).

Code of Conduct means the Company's event rules, code of conduct and related policies as published or made available by the Company from time to time.

Event means any meeting, networking session, breakfast, lunch, conference, presentation, training event or other activity organised by the Company.

Event Fees means any fees, charges or costs payable by a Member in connection with attendance at a particular Event, including catering, breakfast, lunch, refreshments, venue charges or similar costs.

Group means a networking group operated by the Company at a particular location.

Member means the business or individual whose application for Membership has been accepted by the Company.

Membership means membership of the Company's business networking programme carried on from time to time.

Membership Class means a category of Membership offered by the Company from time to time.

Membership Fee means the annual subscription payable by a Member as published by the Company from time to time.

Membership Year means the period of 12 months commencing on the date Membership begins or renews.

Substitute means a person nominated by a Member pursuant to clause 9 to attend an Event in their place.

The Business Room means a class of Membership providing Members with a forum for professional networking activities and the potential referral of work opportunities between Members.

The Connections Club means a class of Membership providing Members with an informal forum for building collaborative relationships and combining strengths to enable potential access to wider business opportunities.

References to the singular include the plural and vice versa.

A reference to legislation or a legislative provision is a reference to it as amended or re-enacted and includes all subordinate legislation made under that legislation or legislative provision.

A reference to **writing** or **written** excludes fax but not email.

3. Membership Classes

3.1 The Company may offer different Membership Classes from time to time, including but not limited to:
   (a) The Business Room; and
   (b) The Connections Club.

3.2 The rights, benefits, restrictions, attendance entitlements and fees applicable to each Membership Class shall be those published by the Company from time to time.

3.3 The Company may introduce, amend or withdraw any Membership Class in its sole discretion.

3.4 Any changes to Membership benefits shall only apply on a prospective basis and shall not affect accrued rights.

4. Applications and Acceptance

4.1 Applications for Membership shall be made in such manner as the Company may require from time to time.

4.2 Membership is subject to approval by the Company.

4.3 The Company may refuse any application in its absolute discretion and shall not be obliged to give reasons.

4.4 Membership commences only upon acceptance of the application and receipt of all applicable fees in cleared funds.

4.5 If a Membership expires or is terminated for any reason, the applicable Member may only apply for a Membership renewal after six calendar months commencing on the date of expiry or termination has elapsed unless otherwise agreed in writing by the Company.

4.6 Membership is not transferrable unless otherwise agreed in writing by the Company.

5. Professional Exclusivity

5.1 To preserve diversity, maximise referral opportunities and avoid unnecessary competition within Groups, the Company operates a professional exclusivity policy in respect of The Business Club. This means that within a particular Group operating The Business Room, only one Member business representing a particular profession, trade, specialism or business category may hold Membership within such Group at any one time. Professions and categories may include, without limitation, solicitors, accountants, mortgage brokers, estate agents, financial advisers, surveyors, insurance brokers, travel agents, landscape gardeners, HR and marketing and similar professional service providers.
5.2 The Connections Club does not operate a professional exclusivity policy.
5.3 The Company shall determine, acting reasonably, whether a profession, trade, specialism or category is already represented within a Group operating The Business Room.
5.4 In respect of The Business Room, the Company's decision regarding exclusivity shall be final.
5.5 Membership of one Group operating The Business Room does not confer exclusivity in any other Group operating The Business Room.

6. Membership Fees

6.1 Members shall pay the applicable Membership Fee notified by the Company.
6.2 Membership Fees are payable annually in advance unless otherwise agreed by the Company in writing.
6.3 Membership shall not commence until full payment of Membership Fees has been received by the Company in cleared funds unless otherwise agreed by the Company in writing.
6.4 Membership Fees are non-refundable except where required by law or otherwise agreed by the Company in writing.
6.5 The Company may review and vary Membership Fees on renewal by giving reasonable prior notice.
6.6 Membership Fees remain payable irrespective of the level of attendance at Events by a Member.

7. Event Fees

7.1 In addition to Membership Fees, Members may be required to pay Event Fees in respect of particular Events.
7.2 Event Fees shall be payable in advance by the deadline specified by the Company.
7.3 Event Fees are separate from and additional to Membership Fees and are not included within Membership.

8. Renewals

8.1 Membership shall renew automatically at the end of each Membership Year unless either party gives not less than 30 days' written notice before the renewal date.
8.2 Renewal shall be at the applicable Membership Fee in force at the time of renewal.
8.3 The Company may elect not to renew Membership by giving notice prior to the renewal date.

9. Attendance and Substitutes

9.1 Members are encouraged to attend Events regularly in order to maximise the value of Membership.
9.2 If a Member is unable to attend an Event, the Member may nominate a Substitute provided that:
(a) the Substitute is an officer, employee, partner, director or representative of the Member's business, or another person approved by the Company;
(b) reasonable notice of the substitution is provided;
(c) the Substitute agrees to comply with these Terms and the Code of Conduct;
(d) the substitution does not breach the exclusivity arrangements applicable to the Group; and
(e) a Substitute who is not an officer, employee, partner, director or representative of the Member's business may only attend an Event in place of the applicable Member on two separate occasions in any Membership Year unless otherwise agreed by the Company.
9.3 Attendance by a Substitute shall not affect the Member's rights or obligations under these Terms.
9.4 The Member shall remain responsible for the acts and omissions of any Substitute.
9.5 If no Substitute is available, provided that menu choices for the Event in question have not been submitted, then the Company may its sole discretion permit the applicable Member to attend a meeting of a different Group in lieu, subject to clause 9.6.
9.6 Clause 9.5 is subject to the following provisos:
(a) Any attendance in lieu is subject to the attendee satisfying the attendance eligibility criteria and requirements of such Group.
(b) In the case of non-attendance notified to the Company in advance, the attendance in lieu must take place either in the month immediately preceding or immediately following the month of the missed Event.
(c) If no suitable Event in lieu is available, the applicable Member may bring a guest to the next scheduled meeting of the Member’s Group subject to the Company being notified of the guest attendance in advance.

10. Member Conduct

10.1 Members shall and shall ensure that any Substitute shall conduct themselves professionally and courteously at all times.
10.2 Members shall and shall ensure that any Substitute shall comply with the Code of Conduct and any reasonable instructions issued by the Company or venue operators.
10.3 Members shall not and shall ensure that any Substitute shall not engage in behaviour which is:
(a) abusive;
(b) discriminatory;
(c) harassing;
(d) disruptive;
(e) threatening;
(f) unlawful; or
(g) likely to damage the reputation of the Company, its staff, Members, Events or meetings.
10.4 The Company may refuse admission to or remove any person from an Event whose conduct breaches this clause.

11. Referrals and Business Opportunities

11.1 Membership provides networking opportunities only.
11.2 The Company does not warrant, represent or guarantee that a Member will receive referrals, introductions, instructions, contracts, clients, revenue, profit or any other commercial benefit through Membership or attendance at an Event.
11.3 Any business relationship entered into between Members is entirely at the Members' own discretion and risk.
11.4 The Company shall have no responsibility or liability for services or products supplied by Members to one another.

12. Directory and Member Information

12.1 The Company may maintain a membership directory and may publish business details supplied by Members for networking purposes.
12.2 Members warrant that any information supplied is accurate and up to date.
12.3 The Company may remove or amend directory listings in its sole discretion.

13. Data Protection

13.1 Each party shall comply with applicable data protection legislation including the UK GDPR and the Data Protection Act 2018.
13.2 The Company shall process personal data in accordance with its privacy policy which may be viewed at the following link: yourbusinessmatters.co/privacy-policy.

13.3 Members shall ensure that any personal data obtained through Membership is used lawfully and in compliance with applicable data protection legislation. If a Member breaches this clause, that Member shall indemnify the Company against any and all liabilities, losses, costs and damages suffered or incurred by the Company in consequence of such breach.

14. Confidentiality

14.1 Members shall keep confidential any non-public business, commercial or personal information obtained through Membership.

14.2 This clause shall not apply to information which:

(a) is publicly available;

(b) was already lawfully known by the receiving party; or

(c) must be disclosed by law or regulatory requirement.

15. Intellectual Property

15.1 All intellectual property rights in the Company's materials, branding, presentations, publications, training content and Event materials shall remain the property of the Company or its licensors.

15.2 Members shall not reproduce, distribute or exploit such materials for any purpose without the prior written consent of the Company.

16. Suspension and Termination

16.1 The Company may suspend Membership immediately where a Member:

(a) breaches any of these Terms;

(b) breaches the Code of Conduct;

(c) fails to pay any amount due on the due date for payment;

(d) engages in conduct likely to damage the reputation of the Company or a Group; or

(e) provides false or misleading information.

16.2 The Company may terminate Membership immediately upon written notice where the breach is serious or persistent.

16.3 A Member may terminate Membership immediately by giving written notice, but no refund of Membership Fees shall be payable unless required by law or otherwise agreed in writing by the Company.

16.4 Termination shall not affect rights and obligations accrued before termination.

17. Limitation of Liability

17.1 Nothing in these Terms excludes or limits liability for:
(a) death or personal injury caused by negligence;
(b) fraud or fraudulent misrepresentation; or
(c) any liability which cannot legally be excluded.

17.2 Subject to clause 17.1, the Company's total aggregate liability arising in connection with Membership, Events or these Terms shall not exceed the Membership Fees paid by the relevant Member during the 12 months immediately preceding the event giving rise to the claim.

17.3 The Company shall not be liable for:
(a) loss of profits;
(b) loss of revenue;
(c) loss of goodwill;
(d) loss of anticipated savings; or
(e) any indirect or consequential loss.

17.4 The Company shall not be liable for cancellation, postponement or alteration of Events for any reason.

18. Force Majeure

The Company shall not be liable for any failure or delay in performing its obligations caused by circumstances beyond its reasonable control, including natural disasters, pandemics, industrial disputes, utility failures, transport disruption, terrorism, civil unrest or government action.

19. Notices

19.1 Any notice under these Terms shall be in writing.

19.2 Notices may be sent by email to the most recent address notified by the recipient.

19.3 Notices sent by email shall be deemed received on the next business day after transmission.

20. Changes to Terms

20.1 The Company may amend these Terms from time to time.

20.2 Revised Terms shall take effect immediately upon publication or on such later date as may be specified by the Company.

21. Entire Agreement

21.1 These Terms constitute the entire agreement between the parties relating to Membership.
21.2 The Member acknowledges that it has not relied upon any representation not expressly set out in these Terms.

22. Severance

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

23. Third Party Rights

A person who is not a party to these Terms shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Terms.

24. Governing Law and Jurisdiction

24.1 These Terms and any dispute arising out of or in connection with them shall be governed by the laws of England and Wales.
24.2 The courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising out of or in connection with these Terms.