

## Membership Terms & Conditions

As a member of East Lancashire Chamber of Commerce ("the Chamber"), you agree to be bound by these terms and conditions.

### 1. Parties

These terms and conditions form the basis of the legal relationship between a Member and the Chamber.

### 2. Applications for Membership

Membership of the Chamber is open to any business either public or private, or individuals in a business environment.

### 3. Membership Fees

3.1 You agree to pay an annual fee (Annual Subscription) to the Chamber, the sum of which is set by the Chamber from time to time.

3.2 You agree to make a payment which is equal to the Annual Subscription on the date that you make an application to become a member of the Chamber and annually thereafter.

3.3 Membership fees are set to reflect the number of employees. The Chamber reserves the right to amend its membership package and pricing structure.

### 4. Termination

4.1 Should you wish to cancel your membership, you may do so at the anniversary of your joining date (or agreed expiry date) by providing notice in writing no less than 7 days before the membership expiry date. Unless such notice of intention is given, any subscription for the subsequent year of membership is payable in full. You will not be entitled to any refund, either in full or part, of any annual subscription that you have paid.

4.2 The Chamber will be entitled to cancel your membership if:

4.2.1 any fee including but not limited to the annual subscription fees remain unpaid for a period of 1 month from the payment due date;

4.2.2 the renewal of the membership is refused by the Chamber

4.2.3 you (in the opinion of the Chamber) behave inappropriately towards other members or towards the Chamber

4.2.4 you (in the opinion of the Chamber) bring the Chamber into disrepute;

4.2.5 you breached these terms and conditions.

### 5. Groups of Companies

Where a company that forms part of a group of companies successfully applies for Membership, this does not entitle any parent or subsidiary of the company, or other subsidiary of any such parent to become a Member. Each company within such a group shall be required to apply separately for Membership or pay an appropriate fee as agreed by the Chamber.

### 6. Member Data

6.1 Member details are stored electronically in the chamber's client management system. You consent to the chamber publishing the generic member details within its publications, both electronic and printed. You also consent to this data (not including e-mail addresses or any other personal data e.g. contact names) being shared with other members by electronic means.

6.2 Our Chamber feeds into the policy making process of the British Chambers of Commerce who gather evidence from businesses to lobby on your behalf at the very highest levels of UK Government. This enables our business community's voice to be heard. As a member you agree to accept survey requests from the Chamber and from the British Chambers of Commerce in conducting this work. **NB:** Should you leave membership of the Chamber you may continue to receive survey requests for a period of no more than 3 months from the date you resign your membership.

6.3 Opt-Out - The Chamber is a membership organisation and for its legitimate business interests, must maintain contact information on its members to communicate information on membership, the AGM, events, training courses, policy and research, international trade and any other Chamber products or services. The Chamber also sends promotional material promoting its events, training courses, membership services, business support services, policy and research work and other relevant offerings. From time to time, the Chamber collaborates with other relevant organisations and companies to promote other programs that may be of interest to members and the wider business community. In such cases, the Chamber does not provide these organisations with any personally identifiable information but may distribute the organisation's information on their behalf to those who may legitimately be benefited from receiving such information or have elected to receive such information. If you do not wish to receive marketing material, you may opt out. Every marketing e-mail will include an 'unsubscribe' link at the bottom. You may also notify the Chamber in writing. If your parent company has nominated you as a relevant contact required to receive information on its behalf, you cannot opt out of important information the Chamber is required to provide you as per the Chamber's contractual obligations to its members.

6.4 As a member of the Chamber you are entitled to a number of benefits including free access to HR and legal advice. Your personal data will be shared with our 3<sup>rd</sup> party providers for this purpose. Any subsequent agreements reached is between you (the member) and the 3<sup>rd</sup> party provider.

### 7. Severance

Each provision contained in these terms and conditions shall be severable from any other provisions, and if any part of any provision shall be found to be invalid, illegal or void for any reason, such invalidity, illegality or void shall not affect any other part of such provision or any other provision contained in these terms and conditions which shall continue to have full force and effect.

### 8. Entire agreement

These terms and conditions constitute the entire agreement between the parties and supersede all prior agreements, negotiations, representations and proposals, whether written or oral, concerning the subject matter of the Terms.

### 9. Governing law

The Terms shall be construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

### 10. Assignment

You shall not assign any of your rights or obligations under these terms and conditions without our prior written consent. We shall have the right to assign or otherwise delegate all or any of our rights or obligations under these terms and conditions upon notification to you.

### 11. Disclaimer

The Chamber gives you no warranty or assurance about any recommendations or referrals we make in respect of third parties and the services they supply. You should satisfy yourself as to the suitability of any such third parties and the services they supply for your purposes. All implied warranties and conditions are excluded, to the maximum extent permitted by law. The Chamber only provides you with such recommendations and referrals on the basis that all representations, warranties, conditions and other terms are excluded to the maximum extent permitted by law (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill which, but for this legal notice, might have effect in relation to any referral or recommendation).

### 12. Events

12.1 All events must be booked and – where there is a charge incurred - paid for in advance

12.2 Failing to attend an event does not entitle the member/individual to a refund.

12.3 Refunds can only be accepted if cancellation is made more than 48 hours in advance of an event

12.4 The Chamber will notify members of the number of tickets entitled to them within their membership package for each particular event. The Chamber reserves the right to amend this entitlement from time to time.

### 13. Errors and Omissions Excepted

Every care is taken to ensure that all information within the Chamber publications including the website, electronic communications, and social networks, is correct. However, there may still be errors and we apologise for any inconvenience that this may cause. If you find an error or omission, please let us know, and we will correct it as soon as possible after verification.

#### **14. Complaints**

If you are unhappy with any element of the Chamber membership service, please let us know by contacting the chamber by emailing [info@chamberelancs.co.uk](mailto:info@chamberelancs.co.uk) or in writing to East Lancashire Chamber of Commerce, Red Rose Court, Clayton Business Park, Accrington, BB5 5

