



Terms and Conditions of Membership of the Coventry & Warwickshire Chamber of Commerce

1.0 Parties

1.1 These conditions are the general conditions of the Agreement between Coventry & Warwickshire Chamber of Commerce (hereinafter called "us", "we" "our") and your company or organization that has purchased Chamber Membership (hereinafter called "you" or "your") which includes your employees and agents. Both parties shall be referred to as ("both of us" or "either or us"), together with these terms specified below constitute the Agreement between us (hereinafter called "The Agreement") for the supply of membership services as specified below.

2.0 Minimum Period

2.1 The Minimum Period of your membership subscription is twelve months, commencing on the 1st day of the month following acceptance of your membership application or payment of the membership fee.

3.0 Membership Services

3.1 Membership services are as described in the membership benefits brochure provided with this Agreement. We reserve the right to add, remove or amend services from time to time.

3.2 If your membership lapses for any reason and you wish to reinstate your membership then the Chamber Legal Expenses cover period may take up to 90 days to be reinstated.

4.0 Directory Online

4.1 Your details will be entered onto our database and will be included in Directories of Members published from time to time in paper format, on the internet and in Update unless you specifically request otherwise. The information provided is to enable potential clients to contact you.

4.2 If you have any queries in connection with electronic information stored by us or any queries under the Data Protection Act 1998 then please address your request to membership services.

4.3 We are registered with the Data Protection Act 1998.

5.0 Membership Subscription Fees

5.1 Membership fees correspond to the number of employees in the member company. Where a company forms part of a group of companies this does not entitle any parent or subsidiary of the company to become a Member. Each company within such a group shall be required to apply separately for membership or on application can become an Associate Member of the Chamber. Associate Membership does not entitle the use of all the services of membership. We reserve the right to amend or cancel a membership fee if details provided on the number of employees are deliberately misleading.

5.2 You must pay the membership subscription fee within 30 days of the date of each invoice or make the payments as outlined in any Direct Debit agreements on the dates specified.



5.3 Your membership subscription fee is for a minimum period of 12 months and is not refundable. Membership subscription fees will automatically renew following the initial period of twelve months unless we receive from you notification to terminate this Agreement.

5.4 We reserve the right to amend the annual fees from time to time.

6.0 Logos

6.1 The Chamber “member” logo can be used by you if you have paid fully your membership subscription fees. Please note that only the “member” logo is available for use and not the corporate Chamber logo

7.0 Termination

7.1 On receiving notification from you to terminate this Agreement you shall cease to be a member and your name will be deleted from the register of members, you shall not be able to access membership services and you shall be unable to exercise the rights of membership.

7.2 We may terminate the Agreement immediately where you are in breach of your obligations under this Agreement.

7.3 We may terminate the Agreement immediately without notification where after consideration we determine that an outstanding membership fee remains unpaid.

7.4 We may terminate the Agreement immediately where you as an individual or a firm have a petition presented for bankruptcy or a bankruptcy order is made against you or any partner in the firm, or you are a company, and if the company passes a resolution for winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or an application is made for, or any meeting of its directors or members resolves to make an application for an administration order in relation to it or any party gives or files notice of intention to appoint an administrator of it or such an administrator is appointed, or the court makes a winding up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a fixed or floating charge.

7.5 Where you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986.

7.6 We may terminate the Agreement if your membership renewal is refused by us or in our opinion you behave inappropriately towards us or our other members, or you bring us into disrepute.

8.0 Other Conditions of Membership

8.1 You undertake to contribute up to £1 to the assets of the Chamber in the event of it being wound up. Full Memorandum and Articles of Association are available on the web-site www.cw-chamber.co.uk



9.0 Force Majeure

9.1 We will not be held in breach of this Agreement if we do not provide the services under this Agreement due to the following circumstances: fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lock-out, riot, civil disturbance, act of public enemy, natural catastrophe, embargo, war or act of God, or any ordinance or law or any executive or judicial orders (whether imposed by a national, international, or other public authority or by any national or international court of competent jurisdiction).

10.0 Variation

10.1 We reserve the right to change these terms and conditions. We will notify you in writing about the changes. Any changes will apply straightaway.

11.0 Assignment

11.1 You shall not without the consent in writing, assign or transfer this Agreement or any part, or any share or interest in it without our prior written consent. We shall have the right to assign all of our rights or obligations under these terms and conditions upon notification to you.

12.0 Third Parties

12.1 The parties to this Agreement expressly exclude any rights of third parties who may otherwise be entitled to enforce the terms of this Agreement as if they were a party to it or otherwise be able to rely on the provisions of the Contracts (Rights of Third Parties) Act 1999, as enacted or modified.

13.0 Severance

13.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason, such provision shall to that extent be deemed not to form part of this Agreement and enforceability of the remainder of this Agreement shall not be affected.

14.0 Warranties and Representation

14.1 We give no warranties 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 own purposes. All implied warranties and conditions are excluded to the maximum extent permitted by law. We provide 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 applied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill which, but for this legal notice, might effect in relation to any referral or recommendation).

15.0 Notices

15.1 Any notice or other communication which is to be given by either of us to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), by facsimile transmission, electronic mail or by telephone (with acknowledgement by us via letter or email). Provided the relevant



communication is not returned as undelivered, the notice or communication shall be deemed to have been delivered given 2 working days after the day on which the letter was posted, or 4 hours, in the case of electronic mail or facsimile transmission or sooner where the other party acknowledges receipt of such letters, facsimiles transmission item of electronic mail or telephone call.

16.0 Entire Agreement

16.1 This Agreement constitutes the entire Agreement between both of us relating to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals or understanding concerning the subject matter of the Terms.

17.0 Governing Law

17.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales and any dispute hereunder will be subject to the exclusive jurisdiction of the English courts.