



Membership Agreement

PARTIES:

(1) **Barbara Ann Fitzpatrick** (trading as **Kindred Business Networking**) of 7 Cedar Terrace, Richmond, Surrey TW9 2JE (“we” or “us”).

(2) of (“you”),

BACKGROUND:

This Membership Agreement, when signed by you and accepted by us, constitutes a binding contract between you and us and sets out your and our duties and responsibilities in relation to Kindred Business Networking during the course of your Membership. By joining Kindred Business Networking as a Member, you are agreeing to accept the terms of this Membership Agreement.

INTERPRETATION:

“Membership” means membership of Kindred Business Networking.

“Services” means all of the services available from our Website or via your Membership, whether free or charged for.

“Website” means the Kindred Business Networking website at www.kindrednetworking.uk

AGREEMENT:

1. DURATION AND BASIS OF CONTRACT

1.1 This Membership Agreement commences on the date that your application for Membership is accepted by us and will continue for an initial period of one year and thereafter if renewed for further one year membership periods pursuant to clause 1.3 unless terminated earlier pursuant to clause 4.

1.2 We reserve the right in our discretion to decline to offer Membership to any applicant and your Membership will commence only once we have confirmed our acceptance of your

application for Membership (by signing this Agreement or otherwise) and you have paid your first year membership fee. In the event that we decline to accept your application for Membership, we shall immediately return any membership fee already prepaid by you.

1.3 Provided that your Membership is in good standing and that no fees or charges are outstanding for payment, we will in our discretion invite you to renew your Membership prior to the expiry of your initial (or any subsequent) Membership period and notify you of the applicable Membership renewal fee. It is your responsibility to confirm your wish for renewal of your Membership and to arrange for payment of the applicable Membership renewal fee, failing which your Membership will lapse upon the expiry of the period for which you have paid.

1.4 Notwithstanding clause 1.3 above, we reserve the right in our discretion to decline any application for renewal of Membership.

2. MEMBERSHIP BENEFITS AND FEES

2.1 Membership of Kindred Business Networking includes access to the membership benefits and services as set out in the Schedule, subject to availability.

2.2 Membership of Kindred Business Networking is personal and may not be assigned or transferred to or used by any other person.

2.3 Membership fees and our fees and charges for any additional facilities or services that you may use during the term of your Membership are published on our Website and are subject to variation from time to time. Prior notification will be given to members before any changes to membership fees or other fees or charges are introduced.

2.4 All fees and charges payable to us under this agreement shall be paid on a timely basis without any set-off, deduction or counterclaim.

2.5 All fees and charges paid by you to us are non-refundable (except where your application for Membership is declined by us) and you will not be entitled to any refund in the event of cancellation of your Membership or termination of this agreement by you or by us at any time for any reason.

2.6 We reserve the right to make changes to any Membership rules or to the benefits and services available through Kindred Business Networking Membership at any time, without having to give prior notice. If you continue to use your Membership after such changes are made, you will be deemed to have accepted and be bound by the new terms, benefits and services.

3. OBLIGATIONS AND DUTIES

- 3.1 We and you will each abide by the terms set out in this Membership Agreement.
- 3.2 You confirm that all information that you have provided to us in your application for Membership is accurate, up to date, and complete and agree to notify us promptly in the event of any changes.
- 3.3 We will provide you with opportunities and encouragement to promote your business and engage with other members through the activities and events available to members.
- 3.4 We will notify you in advance about upcoming events and provide regular updates.
- 3.5 We will notify you promptly if any events need to be cancelled or postponed and will endeavour to arrange a replacement event when practicable.
- 3.6 You agree to comply with the following obligations and duties of Membership:
- 3.6.1 you will actively participate in Kindred Business Networking activities and regularly attend Kindred Business Networking events.
- 3.6.2 You will interact and do business with other members in good faith and in a spirit of co-operation and mutual respect.
- 3.6.3 You will (where possible) give us at least 24 hours prior notice if you are unable to attend any event that you have booked onto.

4. TERMINATION

- 4.1 Notwithstanding the provisions of clause 1 and without affecting any other right or remedy available to it, either you or we may terminate this agreement with immediate effect either:
- 4.1.1 by mutual agreement with the other party; or
- 4.1.2 by giving written notice to the other party following a material breach of this agreement by the other party.
- 4.2 For the purposes of clause 4.1.2, a material breach shall be deemed to include, without limitation:
- 4.2.1 any inappropriate or unacceptable behaviour at Kindred Business Networking events;
- 4.2.2 posting of any inappropriate or unacceptable messages or content on our Facebook site or other social media sites;
- 4.2.3 any hard selling or aggressive marketing to other Members in any medium; and
- 4.2.4 any use of your Membership facilities or services by any other person.
- 4.3 On termination or expiry of this agreement for any reason:
- 4.3.1 your right to use your Membership shall cease with immediate effect;
- 4.3.2 no fees or charges already paid by you shall be refundable; and
- 4.3.3 we shall be under no obligation to provide or make available any facilities or services to you.

4.4 We reserve the right, in our sole discretion, to suspend or terminate any or all parts of the Services provided to you, without any refund of fees already paid by you, in the event that you fail to comply with any material terms of this Membership Agreement.

5. DATA PROTECTION AND PRIVACY

5.1 Any personal or confidential information shall be processed and used by us only for our own legitimate business purposes and in compliance with our Privacy Policy, as published on our Website.

5.2 We will not use such information for any other purposes or pass on your details to third parties without your permission.

5.3 You agree that your name and membership status may be published on our Website and in any Member directory or materials for the purposes of promoting your business and you grant us all necessary rights and permission to use your name, business name, photograph or quotes in all current and future media.

6. LIMITATION OF LIABILITY

6.1 Kindred Business Networking facilities and services are provided on an “as is” basis and all implied conditions, warranties and terms are excluded to the fullest extent permissible by law.

6.2 No representation or warranty is made by us that any facility or service will be:

6.2.1 suitable for or useful to you;

6.2.2 of any particular quality;

6.2.3 fit for any particular purpose; and/or

6.2.4 available or accessible, without interruption, or without error.

6.3 No representation or warranty is made by us and we accept no responsibility in law for:

6.3.1 the accuracy or presentation of any material or content of our Website or other materials;

6.3.2 the conduct of any Member or other user of our Website or services;

6.3.3 failure or malfunction of computer hardware or software or technical equipment or system connected directly or indirectly to your use of our services;

6.3.4 any loss or damage resulting from your attendance at any event organised or facilitated by us or from any introduction made to you at such events or through our Website or our services;

6.3.5 any goods or services that may be advertised or promoted on our Website.

6.4 You agree that in any circumstances when we may become liable to you, except in the case of death or personal injury, the limit of our liability shall be the amount you have

paid to us in the immediately preceding 12 month period for your Membership or related services.

6.5 We shall not be liable to you for any loss or expense which is:

6.5.1 indirect or consequential loss; or

6.5.2 economic loss or other loss of turnover, profits, business or goodwill, even if such loss was reasonably foreseeable or we knew that you might incur it.

6.6 This clause 6 (and any other provision of this agreement which excludes or restricts our liability) applies to our principal, directors, officers, employees, subcontractors, agents and affiliated companies (who may enforce this clause under the Contracts (Rights of Third Parties) Act 1999, as well as to ourselves.

6.7 You must inform us promptly by telephone or email if you become aware of any breach of any term of this agreement by any person.

6.8 Nothing in this agreement shall be construed as limiting or excluding our liability for death or personal injury caused by our negligence.

6.9 You agree to indemnify us on demand in respect of all costs, claims and expense arising directly or indirectly from:

6.9.1 any failure by you to comply with any applicable law or regulation;

6.9.2 any breach by you of this agreement;

6.9.3 any act, neglect or default by any of your agents, employees, licensees or customers;

6.9.4 any contractual or other claim arising from your use of our services; and

6.9.5 any breach of our intellectual property rights or any intellectual property rights of any person.

7. GENERAL MATTERS

7.1 You undertake to comply with the terms relating to the protection, security and storage of data, any messages or content that you may post to our Website or social media, and any intellectual property as set out in our Website's Terms of Use. You agree that we may disclose without further notification to you any information relating to you or to your use of our Website or social media to any governmental, judicial or legal authority who requests such information.

7.2 You undertake to provide to us your current address, e-mail address and telephone number(s) (and to promptly notify us of any changes) together with all information that we may require to enable us to fulfil our obligations under this Membership Agreement.

7.3 If any provision of this Membership Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Membership Agreement.

7.4 No failure or delay by a party to exercise any right or remedy provided under this Membership Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

7.5 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7.6 This Membership Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales. You and we irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Membership Agreement or its subject matter or formation.

Signed by Barbara Ann Fitzpatrick
for and on behalf of **Kindred Business Networking**

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Barbara Ann Fitzpatrick

Nov 3 2020

Signed by

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SCHEDULE

Membership benefits and services

- New Website offering a digital portal with a contact database /directory where members can be searched for by business type and specialist skills
- Quarterly digital one-to-one sessions of 45 mins duration with Barbara Ann Fitzpatrick (subject to availability), offering mentoring, advice, support, clarity and help to grow your business and connections to help drive your business forward.
- A new programme of webinars based on supporting independent business owners
- Access to the private Kindred Business Networking Facebook Group to promote your businesses, events, products and services and ask the group for support
- Access to all events, webinars, digital and face to face, workshops and promote your business and events to all other members via the Kindred Business Networking Facebook Group and Website
- GO LIVE MONDAY – one day each month when Members can GO LIVE in our Kindred Private Facebook Group and promote their business and services
- Buddy system - where members are matched up with others to see how they can connect and support each other (Digital and Face to Face)
- 10 Min Biz Showcase Opportunity – live slot at our Brunch Events (both Zoom and In Person) for members to tell the story of their business , what they do and what clients they are looking for. This will be video recorded and made available to share on Social Media or the member's website and will be promoted in the local group.