

Dated

2022



SYNERGY
NETWORKING

Synergy Networking: Terms And Conditions of Membership

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THE MEMBERS ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 11 (LIMITATION OF LIABILITY).

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Commencement Date	has the meaning given in clause 2.2.
Conditions	these terms and conditions as amended from time to time in accordance with clause 12.5.
Contract	the contract between Synergy and the Member for the Membership in accordance with these Conditions.
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Member	the person or firm who purchases Membership from Synergy.
Membership	the membership services supplied by Synergy to the Member as set out on the Website, as updated from time to time, and these Conditions.

Membership Fees	means the membership fees stated on the Website from time to time, payable by the Member to Synergy in accordance with clause 6.
Membership Term	means the Contract period as selected on the Order.
Order	the Members order for the Membership as set out in the Members purchase order form, made via the Website.
Renewal Term	means the Contract shall automatically renew following the expiry of the Membership Term (or Renewal Term, as applicable) for a successive term equal to the Membership Term.
Synergy	Synergy Networking Group Limited registered in England and Wales with company number 13456386.
Visitors	means a person representing a business that is not a Member.
Visitor Fees	means the Visitor fees stated on the Website from time to time, payable by the Member to Synergy in accordance with clause 6.
Website	means https://synergynetworking.co.uk/ or such other web address as advised by Synergy to the Member from time to time.

1.2 Interpretation:

- 1.2.1 Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision:
- 1.2.1.1 is a reference to it as amended, extended or re-enacted from time to time; and
 - 1.2.1.2 shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.2.2 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.3 A reference to **writing** or **written** includes email unless otherwise expressly stated herein.

2. BASIS OF MEMBERSHIP

- 2.1 The Order constitutes an offer by the Member to purchase Membership in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when Synergy issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Acceptance of the Order shall be at Synergy's sole discretion, taking into consideration the areas of professional focus of current Members.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Member seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3. CONSTITUTIONAL RIGHTS OF MEMBERSHIP

- 3.1 All Members should represent their primary professional focus on the Order, and keep within the limits of their primary professional focus throughout the attendance at meetings and events.
- 3.2 Meetings shall take place weekly, unless otherwise stated by Synergy from time to time. Location of the meetings may be subject to change.
- 3.3 Each Member has one seat per Membership.
- 3.4 Each Membership shall only be valid for the location specified on the Order.
- 3.5 All Members must arrive on time and stay for the entire published meeting.
- 3.6 All Members are expected to be engaged in meetings and bring qualified referrals.
- 3.7 All Members are encouraged to bring Visitors, subject to prior approval from Synergy.
- 3.8 Visitors may attend meetings up to 3 times in any 12 month period without becoming a Member.
- 3.9 A Member is allowed 3 absences within a continuous 6 month period. If a Member cannot attend, they shall use best endeavours to send a substitute and this will not count as an absence.

4. MEMBER SERVICES

- 4.1 Membership shall be provided by Synergy to the Member in accordance with these Conditions and specification laid out on the Website, however Synergy has the right to change the benefits of the Membership at any time upon the provision of reasonable notice to the Member.
- 4.2 Synergy is committed to providing quality services and shall:
 - 4.2.1 establish, develop and maintain links with other bodies and organisations at local, national and/or international level, including the provision of local face-to-face networking; and

4.2.2 maintain a membership database to confirm your Membership status.

5. MEMBERSHIP TERM

- 5.1 Your Membership is valid for the Membership Term, unless earlier terminated in accordance with clause 7, and will automatically renew for the Renewal Term on the expiry of the Membership Term (or Renewal Term as applicable) unless the Member gives 14 days' notice to cancel their Membership.
- 5.2 Membership Fees for the Renewal Term shall be due 14 days before in the respective Renewal Term (the **Renewal Date**).
- 5.3 Synergy reserves the right, at its sole discretion, to amend the Membership Fees on renewal.
- 5.4 Where any Membership Fees payable by the Member to Synergy is not paid by the Renewal Date, the Member will be served with notice allowing the Member 14 days from the Renewal Date to make the necessary payment (the **Grace Period**).
- 5.5 During the Grace Period, Synergy reserves the right, at its sole discretion, to withdraw or suspend access to the Members Membership.

6. MEMBERSHIP FEES

- 6.1 There is no initial registration fee.
- 6.2 The Member shall pay the Membership Fees in full and in cleared funds to a bank account nominated in writing by Synergy within 14 days of the Order being accepted.
- 6.3 Synergy will provide a full refund if payment is made prior to an Order being accepted, if the Order cannot be accepted by Synergy.
- 6.4 All Membership fees are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**).
- 6.5 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6.6 Should any Member bring an authorised Visitor, the Member shall pay the Visitor Fees within such time as set out in clause 6.2.

7. RIGHT TO CANCEL MEMBERSHIP

Members shall have a right to cancel their membership within 14 days of placing an Order and receive a full refund. For further information, please contact hello@synergynetworking.co.uk or by telephone 01174523777.

8. MEMBERSHIP TERMINATION

- 8.1 A Member shall cease to be a Member:
- 8.1.1 if any Membership Fees or other sum payable by the Member to Synergy is not paid by the due date and remains unpaid 14 days after notice for payment has been served on the Member by Synergy informing the Member that Membership will be terminated if it is not paid; and
 - 8.1.2 any Member who ceases to be a Member in accordance with clause 8.1.1 shall remain liable for all Membership Fees and any other sums due from the Member up to and including the date when he ceases to be a Member.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 All Intellectual Property Rights in or arising out of or in connection with the Membership (other than Intellectual Property Rights in any materials provided by the Member) shall be owned by Synergy.
- 9.2 The Member shall not licence, sell, rent, lease, transfer, assign or otherwise commercially exploit materials, including passwords, provided to the Member by Synergy or licence, sell, rent, lease, transfer, assign or otherwise commercially exploit or otherwise make the Membership available to any non-member, unless they have been authorised as a Visitor.
- 9.3 The Member grants to Synergy, or shall procure the direct grant to Synergy of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to use the Member branding in its Membership brochure, Website and as required for the purpose of providing the Membership.

10. DATA PROTECTION

Synergy will collect and process information including personal data relating to the Member in accordance with the privacy policy as set out on the Website.

11. LIMITATION OF LIABILITY: THE MEMBERS ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 11.1
- 11.2 References to liability in this clause 11 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), restitution or otherwise.
- 11.3 Nothing in this clause 11 shall limit the Members payment obligations under the Contract.
- 11.4 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 11.4.1 death or personal injury caused by negligence;
 - 11.4.2 fraud or fraudulent misrepresentation; and

- 11.4.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 11.5 Subject to clause 11.4, Synergy's total liability to the Member:
 - 11.5.1 for loss arising from the Supplier's failure to comply with its data processing obligations under Clause 10 shall not exceed £100,000 and
 - 11.5.2 for all other loss or damage shall not exceed the total of the Membership Fees paid by the Member in the twelve (12) months before the liability arose.
- 11.6 Subject clause 11.3 (No limitation of members payment obligations) and clause 11.4, this clause 11.6 sets out the types of loss that are wholly excluded:
 - 11.6.1 loss of profits.
 - 11.6.2 loss of sales or business.
 - 11.6.3 loss of agreements or contracts.
 - 11.6.4 loss of anticipated savings.
 - 11.6.5 loss of use or corruption of software, data or information.
 - 11.6.6 loss of or damage to goodwill; and
 - 11.6.7 indirect or consequential loss.
- 11.7 Synergy has given commitments as to compliance of the Membership with relevant specifications in clause 4. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 11.8 This clause 11 shall survive termination of the Contract.

12. GENERAL

- 12.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 12.2 **Assignment and other dealings.**
 - 12.2.1 Synergy may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract. The Member shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Synergy.
- 12.3 **Confidentiality.**

- 12.3.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, Members, clients or supplier of the other party, except as permitted by clause 12.3.2.
- 12.3.2 Each party may disclose the other party's confidential information:
 - 12.3.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.3; and
 - 12.3.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority;
 - 12.3.2.3 if the relevant party of Member has consented to such disclosure.
- 12.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 12.4 **Entire agreement.**
 - 12.4.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
 - 12.4.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
 - 12.4.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 12.5 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 12.6 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict

any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.7 **Severance.** If any provision or part-provision of the Contract 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 Agreement. If any provision or part-provision of this Contract deleted under this clause 12.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.8 **Notices.**

12.8.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address notified by one party to the other.

12.8.2 Any notice shall be deemed to have been received:

12.8.2.1 if delivered by hand, at the time the notice is left at the proper address;

12.8.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

12.8.2.3 if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.8.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

12.8.3 This clause 12.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

12.9 **Third party rights.**

12.9.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

12.10 **Governing law.** The Contract, 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.

12.11 **Jurisdiction.** Each party irrevocably agrees 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 the Contract or its subject matter or formation.

