

## Planning Futures – Membership Terms and Conditions of Business

By becoming a Member of Planning Futures Limited you will be subscribing to these Terms and Conditions.

### 1. Definitions

**'the Company'**- Planning Futures Ltd (Registered number 9648251)  
including where applicable its employees agents and representatives;

**'the Member'** - the person or organisation receiving the Membership Benefits;

**'Membership Benefits'** – Means the benefits (including Member Events) that are available to Members as notified to Members from time to time;

**'Member events'** – All those events held (from time to time) by the Company;

**'Membership Period'** – Twelve (12) calendar months from the date of the Membership Fee invoice;

**'Membership Fee'** - the total monies due from the Member to the Company as set out within the Membership Fee invoice (paid in accordance with the provisions set out herein);

**'Terms and Conditions'** - means these terms and conditions as updated from time to time;

**'Third Party'** - includes speakers, venues and caterers or any persons contracted directly by the Company.

### 2. Membership Fee

2.1. The Membership Fee (as notified to the Member) will payable within 30 days of the date of the Membership Fee invoice.

2.2. Payment of the Membership Fee will entitle the Member to Membership Benefits for the Membership Period.

2.3 Except in circumstances as set out within these Terms and Conditions, the Membership Fee is non-refundable.

2.5 The Membership Fee (and any other fees or charges payable) will where appropriate, be payable together with the applicable VAT charge at the relevant time.

### 3. Member Events

3.1 Member events will be advertised on the Company website and will be subject to change.

3.2 The Company reserves the right to cancel, reschedule or alter any Member events if the Company decides in its discretion (acting reasonably) that it will be necessary. Such circumstances will include:

- i. Venue or other Third Party cancellations (either in their entirety or in part);
- ii. Any occurrence which, in the reasonable opinion of the Company could substantially affect attendance at the event;
- iii. Any event Sponsor, terminates for any reason, their sponsorship of the Member event;

3.3 Should such cancellation take place as envisaged by this Clause, the Company will have no liability to make any payments to the client or refund any part of the Membership Fee.

#### **4. Limitation of Liability**

4.1 The Company agrees to exercise all reasonable skill and care in the provision of the Membership Benefits;

4.2 The Company does not exclude or limit liability where it is unlawful to do so (including for death or personal injury resulting from negligence or for any damage or liability incurred by the Member as a result of fraud or fraudulent misrepresentation);

4.3 Subject to clause 4.2 herein, the Company shall, in no circumstances whatsoever, be liable for:

4.3.1 Any implied conditions, warranties, representations or other terms that could apply to these Terms and Conditions or otherwise in relation to membership of the Company;

4.3.2 Any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise (even if foreseeable) arising under or in connection with these Terms and Conditions or of being a Member of the Company;

4.3.3 Any loss of profits, business, revenue, business opportunity, goodwill or reputation to the Member from being a member of the Company;

4.3.4 Any indirect or consequential loss or damage to the Member.

#### **5. Other terms**

5.1 Members have an obligation to notify the Company of the contact details of a contact person within their organisation (for correspondence, membership/event notifications etc). If contact details change then it is the Members' responsibility to inform the Company.

5.2 If the Member agrees for their logo/branding to be displayed on the Company website then it is the duty of the Member to notify the Company if circumstances arise which mean that the display of such logo is no longer appropriate or desired;

5.3 The Company may transfer its rights and obligations under these Terms and Conditions to another organisation.

5.4 The Company reserves the right to change any aspect of Membership to reflect any changes in relevant laws and regulatory requirements or for any other reason.

5.5 The Company reserves the right to terminate Membership if, in the Company's reasonable opinion, the Member has breached these Terms and Conditions, or has behaved in a such a way that could reasonably be seen as compromising the work and interests of the Company. In these circumstances, the provisions of Clause 3.3 will apply.

## **6. Governing Law**

6.1 If any provision of these Conditions is held invalid or unenforceable, that provision will be enforced to the maximum extent permitted by law and the remaining provisions will continue in full force.

6.2 These Terms and Conditions shall be governed by and construed in accordance with the laws of England and shall be subject to the jurisdiction of the English Courts.