

# Planning Futures – Membership Terms and Conditions of Business

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

## 1. Definitions

The following definitions apply to these Terms and Conditions (unless otherwise provided):

| Company                 | Planning Futures Ltd (Registered number 9648251) including where applicable its employees, agents and representatives               |
|-------------------------|---|
| Member                  | The person, or organisation and their employees, agents and representatives, receiving the Membership Benefits                      |
| Membership<br>Benefits  | The benefits that are available to the Member as set out in the Company's membership brochure (and includes the Member Events)      |
| Member<br>Events        | All those Member events advertised on the Company website and notified from time to time by the Company                             |
| Membership<br>Fee       | The total monies due from the Member to the Company as set out within the Membership Fee invoice (based on the size of the Company) |
| Membership<br>Period    | Twelve (12) calendar months from the date of the Membership Fee invoice;  |
| Terms and<br>Conditions | These terms and conditions as updated from time to time   |



## 2. Membership Fee

- 2. 1. The Membership Fee 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 the Membership Benefits for the Membership Period.
- 2.3 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.
- 2.4 Membership fees are calculated on the size of the Member organisation on the date when the Member indicated they wished to join the Company. On any renewal of membership, Members are required to notify the Company about any changes in the number of the employees which would result in a different Membership Fee being payable.
- 2.5 Except in circumstances as set out within these Terms and Conditions, the Membership Fee is non-refundable and non-transferable.

#### 3. Membership Benefits

- 3.1 Members are entitled to the Membership Benefits throughout the Membership Period.
- 3.2 The Company reserves the right to amend, change, modify or withdraw any of the Membership Benefits at any time in their absolute discretion, should they deem it appropriate or necessary to do so.
- 3.3 Any variation to the Membership Benefits as set out in Clause 3.1 herein, will not entitle Members to the return of their Membership Fee in whole or in part.

#### 4. Membership suspension or termination

- 4.1 Members are required to behave in a courteous, professional and respectful manner throughout their period of membership.
- 4.2 The Company reserves the right to refuse entry and eject any individual who behaves in a threatening or abusive manner at Member Events.
- 4.3 The Company shall have the power to terminate membership of any Member who the Company decides in its absolute discretion, has failed to comply with Clauses 4.1 and 4.2 herein.
- 4.4 Termination of membership under this clause 4, will not entitle the Member to the return in whole or in part of the Membership Fee.



#### 5. Limitation of Liability

- 5.1 The Company agrees to exercise all reasonable skill and care in the provision of the Membership Benefits;
- 5.2 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);
- 5.3 Subject to clause 5.2 herein, the Company shall, in no circumstances whatsoever, be liable for:
  - 5.3.1 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.
  - 5.3.2 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.
  - 5.3.3 Any loss of profits, business, revenue, business opportunity, goodwill or reputation to the Member from being a member of the Company.
  - 5.3.4 Any indirect or consequential loss or damage to the Member.
- The Company shall not be liable for any failure to deliver all or part of the Membership Benefits nor for the return of the Membership Fee (as referred to in Clause 3 herein).
- 5.5 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.
- 5.6 The Company shall have no responsibility or liability for any actions taken or losses incurred by Members as a result of attendance at receptions, events, seminars, workshops, forums or other Company sessions delivered by the Company, in association with a third-party service provider or independently by third party service providers.

#### 6. Other terms

- 6.1 Members have an obligation to notify the Company of the contact person(s) within their organisation, to whom correspondence, event invitations and such like should be sent. It is the responsibility of each Member to notify the Company if no communication has been received by the Member within a thirty (30) days period (to allow the Company and the Member to resolve any technical or other issues impacting receipt of such communications). If contact details change within the Member organisation, then it is the Members' responsibility to inform the Company.
- 6.2 If the Member agrees for their logo/branding to be displayed on the Company website or the Company's social media platforms, 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.



6.3 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. The Membership fee will be non-refundable in whole or in part.

#### 7. Data Protection

- 7.1 By applying for membership of the Company, you agree that we may use your data for the following purposes:
- 7.1.1 To send you promotional information relating to Membership Benefits and potentially relevant opportunities such as joining a panel.
- 7.1.2 To send you information and briefing materials about potentially relevant sector issues.
- 7.1.3 To send you event adverts, notifications and invitations.
- 7.2 The Company will store Member details electronically in order to process invoices and otherwise administer the Membership Benefits.
- 7.3 Except in connection with the activities described above or where required to do so by law, the Company will not share your data with non-member third parties without your permission.

## 8. Display of the Planning Futures logo

- 8.1 Members can use the Company logo to advertise their membership of the Company on Members' marketing collateral and social media platform with the prior consent of the Company.
- The Company logo must be supplied directly by the Company for the use by the Member of the specified purposes consented to under 8.1

#### 9. Governing Law

- 9.1 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.
- 9.2 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.