



## TERMS AND CONDITIONS – THE FRIENDS OF THE ALMSHOUSE ASSOCIATION CLUB

AUGUST 2023

By registering to be a Member of our Friends of Club, you agree to the provisions of these Terms and Conditions and to comply fully with them.

### 1. Interpretation

Definitions:

“Application for Membership Form”: means the application for membership form to be completed and submitted to The Almshouse Association in order to become a Member of The Friends of The Almshouse Association Club.

“Club” means The Friends of The Almshouse Association Club, which is part of The Almshouse Association, with correspondence address of Billingbear Lodge, Maidenhead Rd, Wokingham, Berkshire RG40 5RU.

“Contract Term” means a period of twelve months and which is renewable subject to the membership registration albeit one year, ten years or a life time membership, until the agreement is terminated by either party in accordance with these terms.

“Events” means any events that the Club organises in each year of membership.

“Event Fee” means the fee charged to Members, guests of Members that are attending with a Member and non-members.

“Member” means the person or company who is named on the registration form.

“Membership” means the period of time when a Member is contracted to the Club.

“Membership Fee” means the payment made by the Member to the Club to cover membership costs for the term of the Membership.

“Membership Term” means a period of 12 months, ten years or lifetime.

“Specified Service” means the service provided by the Club and set out in clause 3 to these Terms and Conditions.

“Terms and Conditions”: means the terms and conditions of Membership set out below.

“Website”: means the Club’s website <https://www.thealmshouseassociation/Friendsof>

### 2. Agreement to these Terms

When applying for Membership of the Club, the Member confirms that it has read and agrees to be bound by these Terms and Conditions. Upon membership being accepted by the Club, the Member will be provided with its own copy of the Terms and Conditions and they should be retained for future reference.



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### 3. Terms and Conditions

3.1 The Club may at any time without notifying the Member make any changes to the Clubs benefits/privileges which are necessary to comply with any safety or other statutory requirements and/or which do not materially affect the nature or quality of the privileges.

3.2 Any other changes or additions to the Clubs benefits/privileges or to these Terms will be notified to the Member in writing by the Club in advance of those changes taking place.

### 4. Contract Term and Payments

4.1 Membership of the Club is subject to the chosen membership level – 12 months/ten years/lifetime membership, and is subject to payment of the Membership Fee each year (or as appropriate to the Membership level indicated).

4.2 Following the expiry of the initial Contract Term and any subsequent Contract Term, (subject to the Membership level indicated), the Member is required to give a period of 30 days notice to cancel Membership, if they so wish.

Auto-renewal - Unless cancelled in accordance with the terms of this Membership Agreement, THIS MEMBERSHIP AGREEMENT WILL AUTOMATICALLY RENEW ON THE ANNIVERSARY OF EACH SUBSCRIPTION TERM\*. The yearly fee will be charged every 12 months (or as appropriate to the Membership level indicated).

\* This does not apply to a Lifetime Membership.

4.3 Any guests attending a Friends of event with a Member will be registered for the event free of charge. If a Member wishes to bring along more than one guest, a fee will be charged and you will be advised of this fee upon requesting additional places at an event. An Event fee shall not be refunded if a Member or non-member is unable to attend the Event following the expiry of the Event booking deadline date.

### 5. Warranties and Liability

5.1 The Club warrants to the Member that the activities of the Club will be provided using reasonable care and skill as far as reasonably possible. Where the Club uses the service of any agent or third party (such as speakers at events) the Club does not give any warranty, guarantee or indemnity in that respect.

5.2 The Club shall not be liable to the Member by reason of any representation (unless fraudulent or negligent) for any loss of profit or any indirect, special or consequential loss, damage costs, expenses or other claims (whether caused by the negligence of the Club or its agents or otherwise) which arise out of or in connection with the provision of the Specified Service and the entire liability of the Club under or in connection with the Membership or Specified Service shall not exceed twice the Membership Fee for that Membership Term, except as expressly provided in these Terms and Conditions. This warranty is in lieu of all other terms, conditions and warranties, expressed or implied statutory or otherwise and any other liabilities whatsoever and howsoever arising.

5.3 Indemnity and Limitation of Liability - To the maximum extent permitted by law, The Almshouse Association excludes its liability for any loss, damage, injury, cost or expense suffered by you, whether directly or indirectly and howsoever caused, in connection with the Club.



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5.3 The Club shall not be liable to the Member or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of the Club's obligations in relation to the Specified Service, if the delay or failure is due to any cause beyond the Club's reasonable control, and time shall not be of the essence. In respect of an event cancelled by the Club for any reason whatsoever, liability shall be limited to refunding the Event Fee.

You agree to indemnify The Almshouse Association and keep The Almshouse Association indemnified against any loss, damage, injury, cost or expense suffered by The Almshouse Association as a result of your Membership, including (but not limited to) any claim of infringement of intellectual property rights made by any third party.

### 6. Termination of Membership

6.1 The Member may terminate the Membership by giving written notice to the Club. If notice is given during the Contract Term, the Member will not be refunded the Membership Fee for the Contract Term.

6.2 Either party may at any time terminate the Membership by immediate written notice if the other commits any material breach of these Terms and Conditions.

6.3 Upon termination of the Membership for whatever reason all sums owed by the Member to the Club shall become due and payable by the Member with immediate effect.

### 7. General

8.1 Membership allows Club Members only to access certain areas of the Website. If a Member decides to cancel their Membership, access will be stopped.

8.2 If you enter your details in any inquiry form or contact form you are giving your express permission for your details to be added to our database for contact purposes. Your details may be provided to a third party, see Clause 8.4 below.

8.3 The Club reserves the right to suspend the Member's access to the Website in the event of complaints from other Members, and such complaints would constitute a breach of these Terms and Conditions.

8.4 Members and attendees at an Event acknowledge and accept that the Club reserves the right to publish email contact details of the attendees at each Event, as well as any photographs taken during an event or tour. The contact details may be provided to other attendees, the speaker, the venue, nominated charities, or other worthy causes (as determined by the Club from time to time). If you would prefer that your contact details are not published, please let us know by contacting us at [gerryharmon@almshouses.org](mailto:gerryharmon@almshouses.org).

8.5 As a Member of the Club, the Member agrees to conduct themselves in a professional and business-like manner, treating other members with respect at all times. If the Club should receive a complaint about any Member's behaviour, it reserves the right to suspend Membership. Such complaints would constitute a breach of these Terms and Conditions.

8.6 Membership of the Club is at the sole discretion of The CEO of The Almshouse Association and they reserve the right to refuse Membership or cancel membership at any time.



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8.7 Our website uses cookies to monitor browsing preferences. If you do allow cookies to be used, certain personal information may be stored by us. We will never share your personal details with third parties.

8.8 Waiver. No failure or delay by either party in exercising any of its rights under these Terms and Conditions shall be deemed to be a waiver of that right, and no waiver by either party of any breach of these Terms and Conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

### **8.9.4 Data Protection**

- The information you provide will be collected and stored by The Almshouse Association and processed in accordance with the Data Protection Act 1998. We will only use your information for the purposes of administration of the Club and any other purposes to which you have consented.

8.5 Notices. Any notice to the Club is to be sent in writing to The Almshouse Association, Billingbear Lodge, Maidenhead Road, Wokingham, Berkshire, RG40 5RU, or by email to [gerryharmon@almshouses.org](mailto:gerryharmon@almshouses.org). Notices to the Member will be sent to the address on the application form unless the Club is otherwise informed in writing. The provisions of this clause shall not apply to the service of any proceedings or documents in any legal action.

8.6 Severance. If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Terms and Conditions.

8.7 Entire agreement. These Terms and Conditions constitute 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.

8.8 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms and Conditions.

8.9 Variation. No variation of Membership shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8.10 Force majeure. Neither party shall be in breach of these Terms and Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these Terms and Conditions if such delay or failure results from events, circumstances or causes beyond its reasonable control.

8.13 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 these Terms and Conditions or its subject matter or formation.



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The Almshouse Association reserves the right to modify these Terms and Conditions at any time through The Almshouse Association website without giving notice.

These Terms and Conditions shall be governed and construed in accordance with English Law and will be subject to the exclusive jurisdiction of the English courts.