

Terms and Conditions – Membership of the Business Directory on our Website

1. Interpretation

1.1 The following definitions and rules of interpretation apply in these terms and conditions.

(a) Definitions:

Data Protection Legislation – the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

Personal Data – has the meaning given in the Data Protection Legislation.

Subscription Fee – the annual subscription fees payable as set out in our quotation which entitles you to sell your products through the Website in accordance with these terms and conditions.

UK Data Protection Legislation – all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Virus – any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Website – <https://lowerhalstow.org.uk>

(b) Interpretation:

(i) A person includes an individual, corporate or unincorporated body (whether or not having a separate legal personality).

(ii) A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

(iii) 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.

(iv) A reference to **writing** or **written** includes email.

2. Membership of the Business Directory

2.1 Following acceptance of you as a member, which is entirely at our discretion, your membership will commence and will be in place for 12 months and is not cancellable during this period or any subsequently agreed fixed period. Unless you notify us before the expiry of

your membership that you want to end your membership, your membership will automatically renew provided you have paid the applicable membership renewal fee.

2.2 On becoming a member, your business details will be listed in the Business Directory page of the Website. The format of the Business Directory and the information included shall be at our discretion and shall depend on the category of your membership but will include your business name, logo, type of business, link to your website and, in some cases, your phone number and images.

3. Fees

You will be charged a membership fee which is payable in advance. If you do not notify us before the expiry of your membership that you want to end your membership at this date, we will automatically charge you the then-applicable membership renewal fee using the credit or debit card with which you paid your membership fee. If your credit or debit card expires or becomes invalid during your membership or if the membership renewal fee is refused for any other reason outside of our control, you must provide us with updated credit or debit card details for payment or your membership will be cancelled.

4. Relationship with the customer

We will be acting as your agent and the contract in respect of the products is between you and the customer. Nothing in these terms is intended to, or shall be deemed to, establish any partnership or joint venture between us.

5. Business information

5.1 You must provide the relevant information in the format requested, as we require accurate and complete business information for each listing.

5.2 It is your responsibility to check that your listing has the correct description and details.

6. Insurance, law and industry standards

It is your responsibility to ensure you have all relevant insurance and comply with the necessary industry standards and laws relating to your business and do not infringe any third party's intellectual property rights.

7. Control of the Website

7.1 We have the right, in our sole discretion, to determine the content, appearance, design, functionality and all other aspects of the Website and to make changes from time to time.

7.2 We also have the right, in our sole discretion, to delay or suspend listing of, or to refuse to list, or to de-list, or to require you not to list any or all of your details on the Website.

7.3 We reserve the right to remove, amend, modify, delete or disable access to any entries in the Business Directory page of the Website in respect of which the relevant membership fee has not been paid, but shall have no liability in respect thereof.

8. Uploading information to the website

8.1 You shall ensure that you have authority to upload images and content to the Website before such images and content are uploaded. You shall provide us with evidence of such authority on our request.

8.2 You shall:

- (a) ensure, and warrant that, all information uploaded by you to the Website is accurate, fair, honest, truthful, lawful and not misleading;
- (b) not upload information that is unlawful, defamatory, obscene, offensive, discriminatory, inaccurate, untrue, misleading or without due and proper cause; and
- (c) not distribute or transmit any Viruses to the Website.

8.3 You accept full responsibility for all information which you have uploaded to the Website. You shall correct, update or remove such information promptly and as required from time to time to ensure its compliance with the standards set out in these terms.

8.4 You shall ensure that your employees, officers, representatives and subcontractors who upload information to the Website comply with this clause 8.

8.5 You indemnify and shall keep us indemnified in full against all costs, losses, damages, liabilities and expenses arising out of or in connection with any information uploaded by you, your employees, agents, consultants and subcontractors, including any claims from third parties.

8.6 We reserve the right to remove, amend, modify, delete or disable access to any information on the Website at our sole discretion, but shall have no obligation to do so or any liability in respect thereof.

9. Intellectual Property

9.1 All intellectual property rights in or arising out of or in connection with the Website or our services (other than intellectual property rights in any materials provided by you) shall be owned by us. Except as expressly stated herein, these terms do not grant you any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Website or our services.

9.2 For so long as you are a member of the Business Directory we grant to you a fully paid-up, worldwide, non-exclusive, royalty-free licence to use our logo and website address for the purpose of publicising that you advertise through the Website or publicising your membership of the Business Directory. You shall not sub-license, assign or otherwise transfer the rights granted in this clause. We reserve the right to immediately terminate the right granted in this clause by giving you notice.

9.3 You grant us a fully paid-up, worldwide, non-exclusive, non-transferable, royalty-free licence for so long as you are a member of the Business Directory or sell products through the Website to use your business name and logo (and any other materials you provide to us) on the Website. We will use and display your business name and logo in a manner, style and colour consistent with the instructions you give to us from time to time.

10. Data protection

10.1 We will use Personal Data given by you to:

- (a) register you as a member of the Business Directory through the Website;
- (b) provide our services;
- (c) process payments and otherwise comply with our obligations in these terms;
- (d) give information about our services and manage our relationship with you; and
- (e) give information about other products and/or services that we may provide (but you may stop receiving this at any time by contacting us).

10.2 We will hold and process Personal Data in accordance with our privacy policy, a copy of which is available on the Website.

10.3 Both you and we will comply with all applicable requirements of the Data Protection Legislation. This data protection clause is in addition to, and does not relieve, remove or replace, either of our obligations under the Data Protection Legislation.

10.4 We are the data controller and responsible for your Personal Data. You must ensure that all necessary appropriate consents and notices are in place to enable lawful transfer of the Personal Data to us for the duration of your membership of the Business Directory.

11. Taxes

You will be responsible for the collection and payment of all taxes applicable to you and the filing of all relevant returns.

12. Termination

We may terminate your membership of the Business Directory on the Website immediately at any time if you are in material breach of these terms or any other applicable terms and conditions or policies contained on the Website which you do not correct when asked to. If we exercise this right, none of your membership fee will be refunded.

13. Our liability

13.1 Except in the case of death or personal injury caused by our negligence for which our liability is unlimited, our liability to you under these terms, whether for breach of contract, tort, negligence or otherwise, shall be limited to the membership fee received by us from you in the 12 months immediately preceding the date on which the claim arose. We are not liable to you for any indirect or consequential loss, any economic loss, loss of data, loss of profits or damage to goodwill arising out of any breach by us of these terms or your use of the Website, any negligence or otherwise.

13.2 You will indemnify us against any liability, loss, claim, proceedings or damages we may suffer or incur as a result of your breach of contract, negligence or other acts or omissions, including any liability arising out of or in connection with your products.

13.3 We try to keep the Website safe, secure and functioning properly but we cannot guarantee the continuous operation of or access to the Website and don't accept any liability for factors beyond our reasonable control.

14. Force majeure

We will not be liable for any delay or failure to perform any of our obligations under these terms by reasons events or other matters beyond our reasonable control.

15. Entire agreement

These terms constitute the entire agreement between us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

16. Severance

If any provision or part-provision of these terms 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 these terms.

17. Governing law and jurisdiction

Your membership of the Business Directory and these terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with its subject matter shall be governed by and construed in accordance with English law and the English courts will have exclusive jurisdiction to settle any dispute or claim arising.