

FESPA DIRECT MEMBERSHIP TERMS AND CONDITIONS

Your attention is particularly drawn to the provisions of clause 10 (Limitation of liability).

1 About us

- 1.1 **Company details.** FESPA Limited (company number 02449446) (**FESPA, we, us**) is a company registered in England and Wales and our registered office is at Holmbury, The Dorking Business Park, Dorking, Surrey RH4 1HJ.
- 1.2 **Contacting us.** If you would like to contact us, please telephone the FESPA Direct team on +44 (0) 1737 240788 or email us at direct@fespa.com.
- 1.3 **FESPA Direct.** Our FESPA Direct membership website is operated on our behalf by Six Circles Limited and can be found at <http://mycommunity.fespa.com/> (**Site**). You can apply via the Site for membership of FESPA Direct (**Membership**) in order to obtain a wide range of membership benefits (**Benefits**). For more information on the Benefits available from time to time, please visit the benefits page of our Site at <http://mycommunity.fespa.com/>.

2 Our contract with you

- 2.1 **Our contract.** These terms and conditions (**Terms**) shall apply to and be deemed to be incorporated into each contract for the request by the Member, and supply by us, of Membership and Benefits (**Contract**). These Terms apply 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.
- 2.2 **Entire agreement.** The Contract is the entire agreement between the Member and FESPA in relation to its subject matter. The Member acknowledges that he has not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 2.3 **Language.** These Terms and the Contract are made only in the English language.
- 2.4 **Your copy.** You should print off a copy of these Terms or save them to your computer for future reference.

3 Applying for Membership

- 3.1 **Applying for Membership.** Please follow the onscreen prompts to apply for Membership. You may only submit an application using the method set out on the Site. Each application is an offer by the individual named on the application form (**Member, you**) to purchase the Membership type requested in the application and to request the provision of the Benefits attached to such membership type, subject to these Terms. Please note that certain eligibility criteria may apply in respect of each Membership type, further details of which can be found on our Site.
- 3.2 **Correcting input errors.** Our application process allows you to check and amend any errors before submitting your application to us. Please check your application carefully before confirming it. You are responsible for ensuring that your application is complete and accurate.
- 3.3 **Accepting your Membership application.**
 - 3.3.1 We must receive payment of the whole price of the Membership you are applying for, before we can accept your Membership application.
 - 3.3.2 When you click to submit your application and we have received payment, your Membership will be accepted and your Membership account will become live.
 - 3.3.3 A legally binding contract between FESPA and the Member will come into force at the time you click to submit your application (**Membership Start Date**).

The Contract will relate only to the Membership type confirmed in the Membership Confirmation and the provision of the Benefits attached to that Membership type.

3.3.4 We reserve the right to:

- (a) refuse any application for Membership at our sole discretion (including (without limitation) where we have not received full payment of the price of the Membership you are applying for), in which case we will inform you of this by email and we will not process your Membership application any further; and
- (b) cancel your Membership at any point (including (without limitation) if the Member does not, in our reasonable opinion, meet any applicable eligibility criteria). If we do so, we will inform you of this by email and if you have already paid for the Membership, you must pay for the Benefits provided up to the date of cancellation but we will refund you any further amounts we have received).

4 Membership account details and security

- 4.1 You must keep your Membership account details (including your login and passwords) confidential and must not disclose them or share them with anyone, or enable or allow anyone to access your Membership account.
- 4.2 If you know or suspect that someone else knows your account details (or any of them), you must notify us immediately by contacting us at direct@fespa.com.

5 Price and How to Pay

- 5.1 The prices for Membership are the prices quoted on the Site at the time you submit your application (**Price**). If there has been a mistake in the Price offered on the Site, we will contact you using the contact details provided in your application, to confirm whether or not you wish to proceed with your Membership application at the correct price. When you receive the Membership Confirmation, you should check that the Price quoted is the price you were expecting to pay.
- 5.2 Our Prices may change from time to time, but changes will not affect any application you have already submitted.
- 5.3 Our Prices are exclusive of VAT. Where VAT is payable in respect of the Membership, you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Prices.
- 5.4 Payment for Membership must be made on or before the Membership Start Date.
- 5.5 You must pay for the Membership by the payment methods set out on the Site. Please follow the instructions for payment set out on the Site.

6 Membership and Benefits

- 6.1 Membership is on an individual subscription basis for the benefit of the individual named on the Membership application form. Each subscription lasts for a period of 12 months from the Membership Start Date (**Membership Period**), subject to earlier cancellation in accordance with these Terms.
- 6.2 We will send a Membership renewal reminder to you at least one month before your Membership is due to end. This renewal reminder will be sent to you at the email address specified in your Membership application, or if different, to the email address you specify in your Membership account. We can accept no responsibility if you do not update your Membership account with your current email address or (because of the nature of email communications) if this renewal reminder does not reach you for some other reason.

- 6.3 If you wish to renew your Membership, you should follow the instructions in the renewal reminder or the onscreen renewal instructions on our Site. We will process your renewal when we receive your payment. If you fail to renew your Membership before the end of the Membership Period, it will automatically expire at the end of the Membership Period, and clause 7.5 will apply. You can, at any time, re-apply for new Membership by following the instructions on our Site. Please note that any such renewal membership application or re-application will be subject to the prices and terms applicable at that time.
- 6.4 We will provide the Benefits from the Membership Start Date until the expiry of your Membership Period (if applicable) or until either of us ends the Contract as described in clause 7.
- 6.5 All Benefits related to your selected Membership are set out on the Site. Use of the Benefits are strictly limited to the selected Membership only.
- 6.6 We will send all updates and Membership information to you via email. These emails will be sent to you at the email address specified in your Membership application, or if different, to the email address you specify in your Membership account. We can accept no responsibility if you do not update your Membership account with your current email address or (because of the nature of email communications) if these emails do not reach you for some other reason.
- 6.7 We reserve the right, at our discretion, to make changes to any part of the Membership or Benefits, provided that this does not materially reduce their content.
- 6.8 We will provide the Benefits using reasonable care and skill. We will use all reasonable endeavours to meet any performance dates specified in the Benefits, but any such dates are estimates only and failure to perform the Benefits by such dates will not give you the right to terminate the Contract.
- 6.9 Your Membership and Benefits are personal to you. You may not transfer your Membership or Benefits to another person nor disclose them or share them with anyone, or enable or allow anyone to access your Membership or Benefits at any time.
- 6.10 Each of our events or exhibitions may have specific applicable terms and conditions and you will be responsible for checking that you are able to comply with such terms and conditions before booking a place at such events or exhibitions.

7 Cancellation

- 7.1 You have the right to cancel your Membership by contacting our FESPA Direct team on +44 (0) 1737 240788 or by email to direct@fespa.com.
- 7.2 If you cancel your Membership in accordance with clause 7.1 within 14 days of your Membership Start Date (**Cooling Off Period**), we will reimburse all sums paid by you for your Membership. However, you consent to us providing the Benefits during the Cooling Off Period and acknowledge that this right to be reimbursed will cease once we have fully provided the Benefits. For the avoidance of doubt, the making of certain content available to you as a Member constitutes the provision of the Benefits whether or not such content is downloaded. If you cancel your Membership within the Cooling Off Period but before we have fully provided the Benefits to you, you must pay for the Benefits provided up to the date of cancellation.
- 7.3 If you cancel your Membership in accordance with clause 7.1 after 14 days of your Membership Start Date, you will not be entitled to any refund, and no sums paid will be reimbursed. We require 30 (thirty) days' notice for cancellation, during which period we will continue to provide you with your Membership and Benefits.
- 7.4 We may terminate your Membership by giving you notice if you are in material breach of these Terms and the breach is not remedied within a period of 7 days after written notice of the breach has been given to you. Material breach includes (without limit) a breach of your obligations in clause 6.9. Any such notice will be sent to you at the email address

specified in your Membership application, or if different, to the email address you specify in your Membership account. We can accept no responsibility if you do not update your Membership account with your current email address or (because of the nature of email communications) if these emails do not reach you for some other reason.

- 7.5 Upon expiry, cancellation or termination of your Membership for any reason:
- 7.5.1 we shall immediately disable your Membership account and access to the Members area of the Site;
 - 7.5.2 your right to access and use the Membership and Benefits shall immediately cease; and
 - 7.5.3 the rights granted in clause 8.2 shall immediately cease.

8 Intellectual property rights

- 8.1 All intellectual property rights in or arising out of or in connection with the Membership and Benefits, including (without limitation) all intellectual property rights in the FESPA Direct trade mark and logo will be owned by us.
- 8.2 You may state on your website and other publicity or marketing materials, that you are members of FESPA Direct. However you must not use the FESPA Direct trade mark or logo, or any other FESPA branding, without our prior written consent. If you exercise this right, you must do so in a way that is fair and legal and does not damage our reputation or take advantage of it, or suggest any form of association, approval or endorsement on our part where none exists. We reserve the right to withdraw any rights given to you in this clause on notice to you.
- 8.3 If you wish to obtain permissions relating to the use of materials provided as part of the Benefits, such as magazine articles, you should contact our FESPA Direct team on +44 (0) 1737 240788 or by email to direct@fespa.com.

9 How we may use your personal information

- 9.1 We will use any personal information you provide to us to:
- 9.1.1 process your application and payment for your Membership;
 - 9.1.2 provide the Membership and Benefits; and
 - 9.1.3 inform you about similar services that we or our affiliates provide, but you may stop receiving these at any time by contacting us by email to data@fespa.com.
- 9.2 For more information as to how we will process your personal information, please see our Privacy Statement [[LINK](#)], the terms of which are incorporated into this Contract.

10 Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 10.1 Nothing in the Contract limits or excludes our liability for death or personal injury caused by negligence, fraudulent misrepresentation, and any other liability which cannot lawfully be excluded or limited by English law.
- 10.2 Although we aim to offer you the best service possible, we make no promise that Membership and/or the Benefits will meet all your requirements.
- 10.3 We cannot guarantee that the Site will be available at all times or fault free. If a fault occurs you should report it to us by emailing us at direct@fespa.com and we will attempt to correct the fault as soon as we reasonably can.
- 10.4 To the maximum extent permitted by law, we expressly exclude all conditions, warranties, and other terms which might otherwise be implied by the law.
- 10.5 If we are in breach of the Contract, we will only be responsible for any losses that you suffer as a result of that breach to the extent that such losses are a foreseeable consequence to

both of us at the time you use the relevant Membership or Benefits. Our liability shall not in any event include economic and/or business losses such as any direct or indirect loss of profits, time, revenue, goodwill, business, data or anticipated savings.

10.6 Furthermore, our total liability to you in respect of all causes of action arising out of or in connection with these Terms and your Membership and Benefits, whether for breach of contract, tort (including, without limitation, negligence), misrepresentation or otherwise, shall not exceed the price paid for your Membership.

10.7 This clause 10 will survive cancellation or termination of the Contract.

11 **Queries, comments and complaints**

11.1 If you have any queries, comments or complaints relating to your Membership or Benefits, please telephone the FESPA Direct team on+44 (0) 1737 240788 or email us at direct@fespa.com. We would like to hear from you so we can improve the Membership and Benefits.

12 **General**

12.1 **Assignment and transfer**

12.1.1 We may assign or transfer our rights and obligations under the Contract to another entity where we reasonably believe your rights will not be affected, but we will always notify you in writing or by posting on the Site if this happens.

12.1.2 Your Membership and Benefits are personal to you and you may not assign or transfer your rights or your obligations under the Contract to another person.

12.2 **Variation.** We may update these Terms from time to time, including for legal or regulatory reasons, to allow the proper provision of the Benefits, or to allow the proper operation of our Site. The changes will apply after we have given notice of them to you in writing or by posting on the Site.

12.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

12.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

12.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

12.6 **Force majeure.** We shall not be responsible for any breach of the Contract caused by circumstances beyond our reasonable control.

12.7 **Notices.** Unless otherwise expressly stated in these Terms, all notices from you to us will be sent by post or hand delivered to the address given above, or sent by email to us at direct@fespa.cpm, and all notices from us to you will be sent by email to the address specified in your Membership details, or via a suitable announcement on the Site.

12.8 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.