



Supporting today's leaders and growing tomorrow's stars

Terms and Conditions

Circle2Success Ltd: MEMBERSHIP TERMS and CONDITIONS

1. Interpretation

1.1 "**MEMBER**" means the person/s or company who is named on The Circle2Success Application for Membership form attached hereto and for whom, following acceptance by Circle2Success Ltd ('C2S'), C2S has agreed to provide services to, in accordance with these terms.

1.2 "**MEMBERSHIP**" means the period of time when a Member is contracted to C2S.

1.3 "**SPECIFIED SERVICE**" means the service provided by C2S consisting of:

- Circle2Success Leaders - Board Rooms & masterclasses for business leaders.
- Circle2Success Executive - Board Room & masterclasses for senior managers to help to inspire, motivate and develop your stars of tomorrow by providing them with learning & mentoring opportunities; skills development & forum debates.
- C2S Club encourages business growth through learning; local procurement & networking

1.4 "**C2S**" means Circle2Success Ltd (registered number 08562155) whose registered office is at 2 Station Mews; Old Station Drive; Cheltenham GL53 0DL

1.6 "**MEMBERSHIP PAYMENT**" means the payment due to C2S on agreeing to become a member and thereafter until the agreement is terminated by either party in accordance with these terms.

1.7 "**CONTRACT TERM**" means the 12 month period from the date when the Member signs the Application for Membership form.

2 Agreement to these Terms

When applying for membership of C2S, the Member confirms that it has read and agrees to be bound by these Terms and Conditions. Upon membership being accepted, the Member will be provided with its own copy of the C2S Terms and Conditions and they should be retained for future reference.

3 Supply of the Specified Service

3.1 C2S shall provide the Specified Service to the Member subject to these terms.

3.2 C2S shall use its reasonable endeavours to provide the Specified Service within the advertised times. The Member should note, however, that time shall not be of the essence.

3.3 C2S may at any time without notifying the Member make any changes to the Specified Service 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 Specified Service.

3.4 Any other changes or additions to the Specified Service or to these Terms will be notified to the Member in writing by C2S at least 7 days in advance of those changes taking place.

4 Contract Term and Payments

4.1 Membership of C2S is for the Contract Term. Renewal of the 12 months membership will be notified to the member 2 months before the end of the Contract Term and payment is due at the start of the new membership year ("the Renewed Term").

4.2 The Membership Payment is due in cleared funds within 30 days of the date on any invoice submitted by C2S.

4.3 Where C2S has agreed that the Membership Payment can be paid in monthly instalments (which for the avoidance of doubt are at the sole discretion of C2S) payments will continue for the full 12 months of the Contract Term and shall not constitute a monthly subscription. Membership is for a full 12 month period – being either the Contract Term or Renewed Term - and can only be terminated if C2S are in breach of this agreement or at the end of the 12 month contracted period.

4.3.1 Where monthly payment has been agreed 12 x equal monthly payments by Direct Debit or Standing Order will be set up and C2S will raise an invoice to reflect the Membership Payments due for the Contract Term.

4.3 All charges quoted to the Member for the provision of the Specified Service are exclusive of VAT, for which the Member is liable at the prevailing rate, and these must be paid without deduction or set-off.

4.4 Should any payment be late or remain unpaid during the Contract Term, the remaining payments up to the end of the Contract Term (if any) will be due immediately, plus interest at a rate of 5% per annum, and C2S may suspend the Specified Service until such time as the payment is made.

4.5 If overdue payments are not received within 14 days of C2S requesting them, debt collection proceedings will be commenced and any court fees, legal fees and interest incurred charged to the Member.

5. Warranties and Liability

5.1 C2S warrants to the Member that the Specified Service will be provided using reasonable care and skill as far as reasonably possible. Where C2S uses the service of any agent or third party (such as speakers at events) C2S does not give any warranty, guarantee or indemnity in that respect.

5.2 Except in cases of death or personal injury caused by C2S's negligence, C2S 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 C2S or its agents or otherwise) which arise out of or in connection with the provision of the Specified Service and the entire liability of C2S under or in connection with the Specified Service shall not exceed the amount paid by a Member to C2S in the relevant Contract Term or Renewed Term, except as

expressly provided in these Terms. 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 C2S shall not be liable to the Member or be deemed to be in breach of these Terms by reason of any delay in performing, or any failure to perform, any of C2S's obligations in relation to the Specified Service, if the delay or failure is due to any cause beyond C2S's reasonable control, and time shall not be of the essence.

6 Termination of Membership

6.1 The Member may terminate the contract at the end of the Contract Term or a Renewed Term (as the case may be). 2 Months' notice will be given to the Member notifying them of the end of the contracted 12 month period and if the Member wishes to terminate then they must give at least 30 days' notice to C2S, such notice to end on or before the relevant 12 month period.

6.2 Either party may at any time terminate the contract by immediate written notice if the other commits any material breach of these terms or goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

6.3 Upon termination of this contract for whatever reason all sums owed by the Member to C2S shall become due and payable by the Member with immediate effect.

7 Insolvency of Member

7.1 This clause applies in the following circumstances:

7.1.1 The Member makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

7.1.2 An encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Members; or

7.1.3 The Member ceases, or threatens to cease, to carry on business; or

7.1.4 The Club reasonably believes that any of the above events is about to happen and notifies the Member accordingly.

7.2 If this clause applies then, without limiting any other right or remedy available to C2S, they may cancel the Contract or suspend Membership, including access to its website and attendance at events and, if Monthly Payments are still due, they will become immediately payable notwithstanding any previous agreement or terms.

8 Membership Services

8.1 C2S provides services to its members through 3 offers:

8.1.1 Leaders Forums – for MD's; Owner managers; Partners & Senior Directors of organisations both private and public sector. One Leader per company but at the discretion of C2S where it is thought relevant & appropriate more than one Leader will be considered. .

8.1.2 Executive Forums – for directors; senior managers & rising stars of growing companies. The number of representatives to these forums is unlimited.

8.1.3 C2S Club – open to all members and is unlimited. One key contact for membership for club activities is requested. Sometimes numbers attending each event from the same company may be limited, where this is the case members will be notified.

8.2 Discounts & offers are encouraged to be offered from member to member and C2S will monitor the take up and appropriateness of these offers & discounts and will endeavour to make sure all members are aware of the offers.

8.3 C2S wishes for members to receive a return on their investment many times over through full involvement in the Specified Services, however, the Member retains responsibility for making the very most of the many opportunities membership offers.

9 General

9.1 Notices to C2S are to be sent to the registered address set out at the head of this agreement. Notices to the Member will be sent to the address shown on the application form, unless C2S is otherwise informed in writing.

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

9.3 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

9.4 English law shall apply to this agreement, and the parties agree to submit to the jurisdiction of the English courts.

9.6 Membership of the Leaders & Executive Forums is by named individual and any changes to those agreed named individuals must be discussed & agreed by with C2S for approval. Membership of the Club is corporate. All employees and representatives can enjoy the Benefits of membership, including access to the C2C website

9.7 Membership allows all a Member's personnel to access certain areas of the C2S website. This access will continue whilst payments are up to date. Should payments lapse, access may be suspended. If a Member should decide to cancel their Membership, access will stop.

9.8 C2S understands that email marketing is a useful tool, however, members are politely asked to keep email marketing to other members to a minimum and to include an 'opt-out' facility on every email. C2S reserves the right to suspend the Member's access to the website in the event of complaints, and complaints would constitute a breach of these terms.

9.9 As a Member of C2S, the Member agrees to conduct themselves in a professional and business-like manner, treating other members with respect at all times. If C2S 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.

9.10 Membership of C2S is at the sole discretion of C2S and it reserves the right to refuse membership.

10. Law

10.1 These terms shall be governed by and construed in accordance with the laws of England and Wales.

10.2 Any dispute which may arise between the parties concerning these terms shall be determined by the English Courts and the parties hereby submit to the exclusive jurisdiction of the English Courts for such purpose.