

FINSBURY PARK BUSINESS FORUM

Terms and Conditions

- The following are a summary of the terms and conditions of Finsbury Park Business Forum LTD®, which is a company limited by guarantee, registered in England and Wales, registration number 04281186, whose registered office is situated in England.
- By pre-registering for membership of FPBF® you agree to abide by the full Terms and Conditions and Terms of Use in force and as amended by FPBF® from time to time.

1. Definitions

- 1.1. **Finsbury Park Business Forum, FPBF** - means the company named above (hereinafter referred to as FPBF).
- 1.2. **Terms and Conditions, T&Cs** – means the full terms and conditions (a summary of which contained herein) as amended from time to time by FPBF. The full terms and conditions are subject to change without notice and the current T&Cs can be found in full on the website: www.finsburyparkbusinessforum.com.
- 1.3. **Terms of Use** – means the specific terms and conditions applicable to use the FPBF website. These terms are subject to change without notice and the current Terms of Use can be found on the website: www.finsburyparkbusinessforum.com.
- 1.4. **Privacy Policy** – means FPBF's policy appertaining to data collected through FPBF's business activities. The policy is subject to change without notice and the current Privacy Policy can be found the website: www.finsburyparkbusinessforum.com.
- 1.5. **Member(s), Subscriber(s)** – means a business or company that has registered as member of FPBF.
- 1.6. **Joining Fee** – means the initial fee payable when a Member first registers. This is a one-off fee and is payable per business or company (not per individual). This fee is subject to review at anytime.
- 1.7. **Annual Membership Fee, Annual Subscription** – means the fee payable annually for membership of FPBF. This fee is subject to review without notice at any time.
- 1.8. **Benefits, Member benefits** – means any offer, discount, or other privilege arranged for Members. The range of benefits is not guaranteed and benefits are subject to change without notice. The current benefits can be found on the website: www.finsburyparkbusinessforum.com.
- 1.9. **Directory (ies)** – means the directory of members, published electronically, on-line, or in hard copy, at the discretion of FPBF from time to time. Electronic and on-line directories are subject to change and the most current Directory of members can be found on the website www.finsburyparkbusinessforum.com within the secure area.
- 1.10. **Intellectual property, IPR** – means any copyright, patent, trademark (whether registered or not) and all other industrial or intellectual property.
- 1.11. **Executive, Executive Board** – means the directors of Finsbury Park Business Forum and any advisers or consultants they may, entirely at their discretion, include in the Executive from time to time.
- 1.12. **Primary Contact** – means the individual named by the member at the time of registration and changed from time to time at the member's discretion, who is responsible for ensuring the member organization adheres to the Terms and Conditions and Terms of Use and controls the member's vote. The Primary Contact must be an individual who has the necessary authority to contract and bind the business and company in law.
- 1.13. **Finsbury Park and surrounding area, Catchment Area** – means the area around Finsbury Park Station as defined by the Executive from time to time. Please note this definition has no influence on any other party's boundary definition nor vice versa.
- Communicate, Communication** – means methods of communication between FPBF and its member and/or primary contacts. FPBF will use all available methods of communication including, but not limited to, email, telephone, text/SMS, IM, blog/forum, face2face, and Post, unless the member specifically elects not to receive communications from us by a specific medium (See 'opt-out' within the full T&Cs)

2. Memberships

- 2.1. **Approval of membership** of FPBF is entirely at the discretion of the Executive. The decision of the Executive is final and not subject to appeal.
- 2.2. Membership of FPBF is open to any bona-fide business within the Catchment Area and to any business that wishes to do business with businesses within the London Area, national or internationally.
- 2.3. Membership of FPBF is company or business membership, not individual membership. However, there must be one named individual (the Primary Contact) who represents the member and is the key point of contact for all communication from FPBF.
- 2.4. The Primary Contact must be an individual who has the necessary authority to contract and bind the business or company in law. In signing the registration form, the signatory confirms that they have the aforesaid authority.
- 2.5. The member can apply to change the Primary Contact at any time subject to the conditions set in (2.4) and the approval of the Executive.
- 2.6. The Primary Contact has the right to distribute the formation s/he receives as s/he sees fit within or outside their member organization.
- 2.7. As a member of FPBF, the member has the right to vote on specific issues from time to time. This right sits with the Primary Contact and cannot be delegated other than by proxy to the chairman of the Executive.
- 2.8. As a member of FPBF, you accept the liability of a member of the company limited by guarantee as per clause of the Memorandum. For clarity this means that, in the event of the company being wound up during your membership period or within one year of the same, you commit to a limited contribution to the liabilities of the company (max 10p - £ 0.10). A copy of Memorandum is available on the FBPF website or from Companies House.
- 2.9. The Member can be represented by any person in their employ at functions, events, meetings, etc. should they so choose. However as per (2.3) above, only the Primary Contact can take part in a vote subject to the right to appoint a proxy in accordance with the Memorandum and Articles of Association of FPBF.
- 2.10. Member benefits are only available to the member business or company and not to the individual unless specifically stated in the member offer/discount etc.
- 2.11. Member benefits cannot be assigned or transferred to any non-member under any circumstances.
- 2.12. The member agrees to comply with these Terms and Conditions and the Memorandum and Articles of Association of the Company at all times.

3. Member benefits

- 3.1. FPBF will use all its endeavors to continually secure benefits for members. These can include offers, discounts, opportunities, etc., of an exclusive or non-exclusive nature, and of a temporary or permanent nature.
- 3.2. Upon registering, new members will be invited to offer a benefit to existing and future members, without obligation. All benefits offered by members must be lawful in all respects and are subject to the approval of the Executive.
- 3.3. As new benefits become available they will be offered to all existing members immediately, or upon next annual renewal where that is prudent in the opinion of the Executive.
- 3.4. Optimizing the available benefits is the responsibility of the member. The current benefits will be available on the FPBF website and may be temporary, conditional, or unsuitable, to any particular member. FPBF and the Executive cannot take responsibility or accept liability for benefits available, whether or not taken up by the member.

4. Data Protection, Indemnity, Non-Disclosure, Privacy, IPR, etc.

- 4.1. FPBF affirm and agree that all data collected from registration and future inter-action with FPBF will be treated in accordance with the current published Privacy Policy.
- 4.2. The member agrees that all any data collected during their participation in FPBF's activities can be dealt with in accordance with the provisions of the Privacy Policy, the Data Protection Act and any other applicable legislation or protocol.
- 4.3. The member agrees, with regard to the above, that they are 'opted in' FPBF are notified otherwise and have confirmed that notification is writing.
- 4.4. The member agrees that their preferred method of communication can be utilised by FPBF without exception that this can be passed to selected third parties, unless specifically excluded as per (1.14) above.
- 4.5. By submitting the registration for membership of FPBF, the member affirms and attests that they will be abide by UK Law with regard to data protection.
- 4.6. The member agrees to indemnify and hold harmless Finsbury Park Business Forum, its Officers, Directors, Employees, Representatives, Agents, Consultants, etc., from and against any claims, actions, or demands, inclusive of legal, accounting or other fees, resulting directly or indirectly from their use or abuse of FPBF's services, benefits, online content, or other communication, or any breach of the full terms and conditions, terms of use, privacy policy, or any other published condition of membership.
- 4.7. The member acknowledges that all intellectual property right in the names "Finsbury Park Business Forum", "FPBF" belong to Finsbury Park Business Forum, a company limited by guaranteed. (Company number 04281186)

5. Termination of membership

- 5.1. The member can cancel their membership at anytime. Termination must be in writing and signed by the Primary Contact.
- 5.2. FPBF can cancel any membership with 7 days notice. No reason needs to be given.
- 5.3. Membership will be automatically terminated with immediate effect in the event of:
- 5.3.1. Any breach by the member of the Terms and Conditions or Terms of Use
- 5.3.2. Any abuse of membership or of the benefits offered.
- 5.3.3. Non-payment of Annual Membership Fees by the due date.
- 5.3.4. Any change of business activity or name that causes the Executive to decide the 'new' business is not appropriate for membership.
- 5.4. In the event of termination of membership, for whatever reason, no refund of joining fees or annual membership fees will be given.

6. There are seven types of membership

- 6.1. **Honorary Patron Membership** will be awarded to a person that is able to represent the Business Forum at the highest level because of their position. It is free to join and is subject to the board approval. This position may be terminated at any time.
- 6.2. **Honorary Membership** – The Forum may award Honorary Membership to a person that has given outstanding service to the community of Finsbury Park area. There are no fees charged for this membership. Honorary Membership may be terminated at any time by the board.
- 6.3. **Patron membership** – Open to any business, willing to make a substantial financial commitment to the Forum of £1500 or more.
- 6.4. **International Membership** – Open to any businesses or associations anywhere in the world.
- 6.5. **Associate Membership** – Open to any businesses or associations in London area and all the UK
- 6.6. **Local Membership** – Open to any businesses or associations in the Finsbury Park and surrounding area, but within the London Boroughs of Islington, Hackney and Haringey.
- 6.7. **Residential Membership** – Open to anyone anywhere in the world and is subject to the executives approval. It is free to join but do not carry any vote. Members can attend meetings by invitation only.

Caveat: The foregoing is a summary of the main Terms and Conditions applicable at the time of printing this form.

For the full Terms and Conditions, Terms of Use, Privacy Policy, etc., as well as the benefits of membership, please go to www.finsburyparkbusinessforum.com

In signing and returning this form you are confirming you have read, understood, and agree to the full terms and conditions as applicable at the date of signature.