### **Terms and Conditions**

This document sets out the terms and conditions for membership of Greater Manchester Chamber of Commerce (GM Chamber) and should be read in conjunction with the terms and conditions for event bookings and the Chamber's Professional Code.

These terms and conditions are subject to variation from time to time. Variations will be updated on the website, and the latest version of these terms and conditions will be available there.

### **Eligibility for Membership**

To become a member of GM Chamber, a business must be registered and trading.

GM Chamber reserves the right to refuse any application for membership and to refuse to accept the renewal subscription from any member in accordance with its Articles of Association. If your application is refused, any subscription paid will be returned to you.

## Joining Membership

Your annual membership starts on the 1<sup>st</sup> of the month and is due for renewal 12 months from that date. Once payment has been made, a cooling off period of 14 days applies. Certificates of membership cannot be issued until after this 14-day period has passed. If a certificate is required for international trade purposes, then one can be issues but the 14-day period will not apply.

We review our fees annually and may increase fees in line with the cost of doing business. By making payment for your membership, you are deemed to have agreed to the terms and conditions laid out in this document and to abide by our Professional Code.

### Resignation

Your GM Chamber membership is an annual agreement, which will automatically renew on the anniversary of its start date. You will receive a renewal notice approximately 6 weeks in advance of the anniversary date, informing you of any changes to your direct debit or other payment amount. Any direct debit arrangements will automatically continue, unless you notify your bank/building society that you wish to cancel.

You may resign from your Chamber Membership by giving us 3 month's notice, prior to your renewal notifying us in writing (email), so that we can cancel renewal for a further year.

On cancellation, the benefits of the membership package will cease on the expiration date of the membership. You will not be entitled to any part of the package after the date of expiration. This includes any event booked, where the date falls after the date of expiration.

### Termination of your Membership by us

The Chamber may terminate your membership according to the provisions of sections 5 and 13 the Articles of Association, or if you are deemed to have acted in a way which is not acceptable under our <u>Professional Code</u>. If membership is terminated under such circumstances, no refund of membership subscriptions will be made.

We reserve the right not to fulfil, or to cancel, your membership if we are unable to obtain payment authorisation from your card issuer or bank in the case of direct debit payment. If you and/or your business have been convicted of a criminal offence which is not yet spent, or have a prosecution pending, this must be declared. All information given will be treated in the strictest confidence and only taken into account if relevant.

If you are accepted into membership but it subsequently turns out that any or all of the information provided by you was misleading or false, we reserve the right to revoke the membership with immediate effect, without the right of appeal.

#### **Failed payments**

Where quarterly Direct Debits fail membership, any amount still owing from the current 12 month subscription will be payable immediately.

A number of core services are provided as part of your membership. We reserve the right to amend or withdraw any membership service or additional services, and such amendment shall not give rise to any liability for refund of membership fees paid. However, where a service is withdrawn, we may implement a suitable alternative (where demand for the current service is high enough). Other additional services may also be offered from time to time.

As a member of GM Chamber, you will meet other members who offer products and services which may be of use to you in your business. If you purchase any product or take any advice or assistance from another member of GM Chamber this will be an arrangement purely between yourself and the other member. GM Chamber does not accept any liability for products sold or advice or assistance given by one member to another member on any matter whatsoever. However, we do ask Members to comply with our Professional Code in dealing with each other and Chamber staff.

Whilst we are careful to vet all partners used, and conduct regular quality and service checks, GM Chamber does not accept liability for any advice given to members either by other members or GM Chamber employees or anyone purporting to act on behalf of the GM Chamber. Any advice provided to members is intended as initial guidance only and should not be relied upon or acted upon as substantive advice by the member, who should seek appropriate independent professional advice according to the nature of their problem. This does not apply to advice given by our contracted service providers/ partners.

GMChamber may receive a commission on referrals made to partners where these partners are part of our commercial service offering.

## How we communicate with you

By joining GM Chamber membership, you give your consent for us to contact you. When you become a GM Chamber member, we require the following details as a minimum:

- a. Company name
- b. Company address
- c. An email addresses
- d. Company telephone number
- e. Individual contact details for delegated Primary Contact

You may also need to provide us with personal contact details for your staff or other individuals associated with your business (Additional Contacts) where you want them to receive information or access services from GM Chamber. By giving us this information, you are agreeing that we may contact the delegated Primary Contact and Additional Contacts from time to time (by email, SMS text message or post) with information related to services, products, events and how to make the most of your Membership.

You may, at any time, opt out of receiving communications, change your contact details or set your email preferences, by contacting us on 0161 393 4321, or emailing info@gmchamber.co.uk.

The option to opt out will only apply to marketing communications. You will still receive essential information such as invoices, revisions to Memorandum or Articles and other key notices. This is specified in the opt out section of our <u>Privacy</u> <u>Policy</u>.

You agree that we will not be responsible for non-delivery of our contract obligations where you have failed to inform us of changes in address, email, telephone or personnel.

# Privacy

We are committed to safeguarding the privacy of personal data of your employees that may be shared with us as part of your membership. If you wish to review how we process personal data, please refer to our <u>Privacy Policy</u>.

Occasionally, in order to enhance your membership, we may provide limited information (excluding 'special categories personal data') to selected organisations. This will only be done when the Chamber deems this a method of enhancing membership delivery, or value for members.

If you do not wish other organisations to receive any information about your organisation or employees (contacts), please contact us on 0161 393 4321.

## **Greater Manchester Chamber of Commerce Brand**

Use of our logo by members is not permitted by any member or non-member business, unless agreed by us, however members can use the 'member of' logo provided after 28 days. Members may not advertise or describe themselves as 'in partnership with', 'approved partner', 'patron of', 'approved by', 'supplier to' or other similar claims, unless an agreement as a supplier, partner or patron exists between the Chamber and that member. Equally, such verbal claims may not be made either.

## Force Majeure

GM Chamber shall not be liable for any delay or no-performance of its obligations by reason of matters beyond its control, including, but not limited to, any act of terrorism, war, riot, civil commotion, compliance with any government law and order, fire, flood or storm, strikes or other industrial dispute, delay in transit, power failure, postal delay, major public health concerns or any event that cannot be reasonably planned for or avoided.

## **Prize Draws and Competitions**

Any prize draws or competitions associated with our offer are subject to separate terms and conditions, as written at the time of the prize draw, competition or offer. Staff and volunteer officers of GM Chamber are not eligible to enter our prize draws or competitions.

A copy of these Terms and Conditions can be downloaded here.