

# TERMS & CONDITIONS

Please read these terms and conditions carefully before subscribing. It is important that you fully understand that by subscribing to our database, you agree to be bound by these terms and conditions. Feel free to print a copy of these terms and conditions for future reference.

## **1. YOUR STATUS**

By signing up to our Database you confirm that:

- 1.1 you are legally capable of entering into binding contracts; and
- 1.2 you are at least 18 years old.
- 1.3 you are resident in, and run your business in Worcestershire; and
- 1.4 you are a member of the Women Who, Worcestershire, private Facebook group.

## **2. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

2.1 After completing the sign up forms, you will receive a confirmation email. You will receive a further email within 10 working days to inform you that your business has been formally added to our Database. All entries are checked prior to being published so if you do not qualify under the 4 requirements above, your entry will not be added to our Database and any payment received will be refunded.

2.2 Subscriptions will start on the first day of sign up and will run for a 12 month period. e.g. If you sign up on 1st February it will run until 31st January the following year.

2.3 By entering into this Agreement, you acknowledge that your subscription has an annual recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. Women Who, Worcestershire, may submit periodic charges without further authorisation from you, until you provide prior notice that you have terminated this authorisation or wish to change your payment method.

2.4 By subscribing to our Database you are agreeing to pay a full 12 month subscription and recurring annual subscriptions for an indefinite time until cancelled by you. You can cancel your subscription at any time. You will not be charged for any cancellation. You can re-subscribe at any time following your cancellation, but we reserve the right not to permit re-subscription where we have previously elected to terminate a subscription by you.

2.5 If you wish to cancel your subscription and leave our Database, you must cancel at least 14 days before your next payment is due to be collected. Please email us at [womenwhoworcestershire@gmail.com](mailto:womenwhoworcestershire@gmail.com)

2.6 We reserve the right at our absolute discretion not to renew your subscription at any time without giving any reasons for our decision.

2.7 All members published on our Database also receive free access to our Private Facebook Group where you will find daily opportunities to further advertise your business, connect with other Worcestershire female business owners and learn about our free meetings and opportunities to join in with our business and fundraising events.

### **3. CONSUMER RIGHTS**

3.1 You may cancel any Contract at any time within fourteen days, beginning on the first day of receiving any product/service. In this case, you will receive a full refund of the price paid.

3.2 It is your responsibility to ensure that confirmation of any cancellation is received and to check with your Bank as to cancellation of your subscription payment.

### **4. PRICE AND PAYMENT**

4.1 The price of the subscription will be as quoted on our site. You will be notified of any increases at least 2 months prior to allow you plenty of time to think about renewal.

4.2 Payments for all subscriptions are processed via Stripe. For information regarding their Terms and Conditions, please visit <https://stripe.com/en-gb/ssa>

### **5. OUR LIABILITY**

5.1 If we fail to comply with these terms and conditions we shall only be liable to you for the subscription price paid.

5.2 Nothing in this agreement excludes or limits our liability for:

5.2a Fraud or fraudulent misrepresentation;

5.2b Any breach of the obligations implied under the Consumer Rights Act 2015;

5.2c Any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

### **6. WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

### **7. NOTICES**

All notices given by you to us must be given to Women Who, Worcestershire at [womenwhoworcestershire@gmail.com](mailto:womenwhoworcestershire@gmail.com) for the attention of Carrie Pawley and Lisa Lloyd.

We may give notice to you at either the e-mail or postal address you provide to us when signing up to a subscription or in any of the ways specified in clause 6 above.

Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter.

In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

### **8. TRANSFER OF RIGHTS AND OBLIGATIONS**

8.1 The contract between you and us is binding on you and us and on our respective successors and assignees. Cont ...

8.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

8.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

## **9. INTELLECTUAL PROPERTY RIGHTS**

9.1 We are the owner or the licensee of all intellectual property rights in our site, whether registered or unregistered, and in the material published on it. These works are protected by copyright laws and all such rights are reserved.

9.2 You may print off one copy, and may download extracts, of any pages from our site for your personal reference. You must not use any part of our copyright materials for commercial purposes without first obtaining a licence to do so from us and our licensors.

9.3 If you post comments to any website, blog or social media network regarding our site you must ensure that such commentary represents your fairly-held opinions. In doing so, you irrevocably authorise us to quote from your commentary and in any advertising or social media outlets which we may create or contribute to.

## **10. EVENTS OUTSIDE OUR CONTROL**

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

10.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

10.2.1 Strikes, lock-outs or other industrial action;

10.2.2 Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

10.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

10.2.5 Impossibility of the use of public or private telecommunications networks; and

10.2.6 The acts, decrees, legislation, regulations or restrictions of any government.

10.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## **11. ENTIRE AGREEMENT**

11.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

11.2 We each acknowledge that, in entering into a Contract, neither of us relies on any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.

11.3 Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.

11.4 Nothing in this clause limits or excludes any liability for fraud.

## **12. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

12.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

12.1 You will be subject to the policies and terms and conditions in force at the time that you subscribe, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority.