

Spark Membership Agreement



Agreement Date:
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Spark:	Spark Business Networking Limited , a private company registered in England. Registered office: 5 Sevenoaks Business Centre, Cramptons Road, Sevenoaks, TN14 5DQ. Company registration number: 14713800. Vat Number: 454 8295 60 Contact e-mail: info@sparkbusinessnetworking.co.uk
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The Member:	Member Name:
	Address:

	Contact tel:
	Contact e-mail:

Membership Level:	Gold Membership: <input type="checkbox"/> (Annual <input type="checkbox"/> Monthly <input type="checkbox"/>)
	STAR Membership <input type="checkbox"/> (Annual <input type="checkbox"/> Monthly <input type="checkbox"/>)
	Platinum Membership: <input type="checkbox"/> (Annual <input type="checkbox"/> Monthly <input type="checkbox"/>)

- The following terms and conditions (the **Terms**) will apply to your membership of Spark. **Please check this box to confirm that you have read and understood these Terms.**

- Please check this box to confirm that you have read and understood our privacy policy, available here [<https://sparkbusinessnetworking.co.uk/privacy-policy/>].**

Terms and Conditions

1. Interpretation

- 1.1 The following definitions and rules of interpretation apply in these Terms.

Agreement Date: the date set out on the first page.

Business Day: a day, other than a Saturday, Sunday or public holiday in England.

Business Hours: the period from 9.00am to 5.00pm on any Business Day.

Event: a business networking event run by Spark to which the Member may be Invited.

Member Data: personal data on the Member, including the Member's name, contact and business details, provided by the Member to Spark in order for Spark to provide the Membership Benefits.

Member Materials: all documents, information, items and materials in any form, whether owned by the Member or a third party, which are provided by the Member to Spark in connection with the Member's business.

Membership: membership of Spark's business networking community.

Membership Benefits: the benefits provided to Members, appropriate to their Membership Level, as set out in Schedule 1.

Membership Fee: the annual or monthly fee payable by a Member for their Membership, appropriate to their Membership Level.

Membership Level: the level of Membership selected by a Member, each with its appropriate Membership Benefits

Membership Year: the period of 12 months starting on a Member's Agreement Date, and each subsequent period of 12 months.

Intellectual Property Rights: all intellectual property rights (including copyright, trademarks and design rights and rights to use, and protect the confidentiality of, confidential information), in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights.

Spark Materials: all documents, information, items and materials in any form, whether owned by Spark or a third party, which are provided by Spark to the

Member in connection with its Membership or the provision of Membership Benefits.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of these Terms. The Schedules form part of these Terms.

- 1.3 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time.

- 1.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Commencement and duration

- 2.1 Membership shall commence on the Agreement Date and shall continue, subject to any earlier termination under clause 10, until the end of the Membership Year.

- 2.2 Subject to payment of the Membership Fee in accordance with clause 5, Membership will automatically renew for a further Membership Year at the same Membership Level unless the Member has notified Spark in writing to the contrary at least 20 Business Days before the end of the current Membership Year.

3. Spark's responsibilities

- 3.1 Spark shall use reasonable endeavours to provide the Membership Benefits to Members, in all material respects, but time for performance shall not be of the essence of these Terms.

- 3.2 Spark shall be entitled to change the Membership Benefits from time to time, and shall notify the Member in writing of any such changes.

4. Events

- 4.1 Spark will arrange invites for the Member to a minimum of three Events during each Membership Year. If the Member is unable for any reason to attend such Events then Spark will not be under any obligation to arrange invites to additional Events during that Membership Year.

- 4.2 Spark reserves the right to charge any additional fees that may be required in respect of any Event, for example to cover any unusual costs associated with the Event, subject to Spark notifying the Member in writing in advance of the amount of any such additional fees.

5. Member's obligations

5.1 The Member shall:

- (a) provide to Spark all Member Materials reasonably required by Spark in the provision of the Member Benefits and ensure that they are accurate and complete in all material respects; and
- (b) obtain and maintain all necessary licences and consents required to enable Spark to utilise the Member Materials in the provision of the Membership Benefits.

5.2 In the performance of these Terms, it is mutually understood and agreed that Spark and its employees shall not be subject to any supervision, direction or control by or from the Member as to the provision of the Membership Benefits.

6. Membership Fee

6.1 The Member's first Membership Fee is due on signing these Terms. A further Membership Fee will be due either: (i) for annual membership, at the start of each new Membership Year; or (ii) for monthly membership, on the first day of each calendar month thereafter.

6.2 All sums payable to Spark under these Terms are exclusive of VAT, and the Member shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice.

6.3 Spark shall invoice the Member for each Membership Fee and the Member shall pay each such invoice within 5 Business Days of receipt to a bank account nominated in writing by Spark from time to time. A Member's membership will not become active, and the Member will not be entitled to any Membership Benefits, until the first Membership Fee has been paid in full.

7. Intellectual property rights

7.1 Spark shall retain ownership of all Intellectual Property Rights in the content, format and layout of any Spark Materials. Spark grants the Member a non-exclusive, royalty-free, non-transferable licence during the term of such Member's Membership to use the Spark Materials. The Member shall not sub-license, assign or otherwise transfer the rights granted in this clause 7.1.

7.2 The Member hereby grants Spark and its subcontractors a non-exclusive, royalty-free, non-transferable licence during the term of such Member's Membership to use the Member Materials for the purpose of providing the

Membership Benefits. Spark shall not sub-license, assign or otherwise transfer the rights granted in this clause 7.2.

7.3 The Member hereby indemnifies Spark in full against all liabilities, costs and expenses suffered or incurred by Spark in connection with any claim brought against Spark for actual or alleged infringement of a third party's Intellectual Property Rights in connection with the receipt or use of the Member Materials by Spark, its employees or subcontractors in the performance of these Terms.

8. Data protection

8.1 The Member will be providing Member Data to Spark.

8.2 Spark will be providing the Member Data to Spark's networking community, including to attendees at Events, and will be using such Member Data to provide the Membership Benefits, including the promotion of the Member's business on social media and through other channels.

8.3 The Member acknowledges that Spark is authorised to process the Member Data for the above purposes, and that this is necessary in order for Spark to provide the Membership Benefits.

8.4 Spark will treat all Member Data in accordance with its privacy policy, available here [<https://sparkbusinessnetworking.co.uk/privacy-policy/>], and with its obligations under all relevant data protection laws applying to any personal data transferred between the parties.

9. Limitation of liability

9.1 Nothing in these Terms limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence or fraud or fraudulent misrepresentation.

9.2 Spark's total liability to the Member for any loss or damage, howsoever arising, under these Terms in any Membership Year shall not exceed the amount of the Membership Fee payable by that Member during that Membership Year.

9.3 Spark shall have no liability to the Member:

(a) in respect of any loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill and/or indirect or consequential loss; or

(b) in respect of any claims relating to Membership or the provision of Membership Benefits which have

not been notified to Spark in writing within 3 months of the occurrence of the event giving rise to the claim.

9.4 Spark and the Member are entering into these Terms as a business-to-business arrangement, in order to promote the Member's business to Spark's networking community. All terms that may be implied by law into business-to-business arrangements regarding the performance or quality of Spark's services are to the fullest extent excluded.

10. Termination

10.1 Without affecting any other right or remedy available to it, Spark may terminate these Terms and a Member's Membership with immediate effect by giving written notice to the Member if:

- (a) the Member fails to pay any amount due under these Terms on the due date for payment and remains in default not less than 5 Business Days after being notified in writing to make such payment;
- (b) the Member acts in any way which, in Spark's sole opinion, may bring Spark into disrepute, including any behaviour at an Event which is inappropriate or harmful to other Members; or
- (c) for any other reason at Spark's sole discretion, without the need for Spark to give a reason to the Member.

10.2 On termination of their Membership a Member shall no longer be entitled to receive any Membership Benefits.

11. Assignment

11.1 The Member shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under these Terms.

12. Notices

12.1 Any notice given to a party under or in connection with these Terms shall be in writing and shall be sent by email to the contact e-mails for each party set out on the first page of these Terms.

12.2 Any notice shall be deemed to have been received at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

12.3 This clause does not apply to the service of any proceedings or any documents in any legal action.

13. General

13.1 These Terms constitute the entire agreement between the parties. No party shall have any liability for any representation, assurance or warranty that is not set out in these Terms.

13.2 The rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.

13.3 Spark may vary these Terms at any time by publishing revised terms on its website. By renewing its Membership each Member confirms that it has read and understood the latest terms.

13.4 If any provision or part-provision of these Terms is or becomes illegal it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms.

13.5 A waiver of any right or remedy under these Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

13.6 These Terms may be executed in any number of counterparts, each of which shall constitute a duplicate original.

13.7 These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms. The rights of the parties to rescind or vary these Terms are not subject to the consent of any other person.

13.8 Spark is at all times acting as an independent contractor. Nothing in these Terms is intended to, or shall be deemed to, establish any partnership, employer-employee relationship or joint venture between any of the parties or constitute any party, the agent of the other.

14. Governing law and Jurisdiction

14.1 These Terms and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with English law.

14.2 The English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms.