

DCCE is committed to protecting and respecting your rights to privacy and data protection and to complying with the provisions of all applicable data protection legislation and regulations. *You can view the privacy policy here.*

Agreed terms

1. Interpretation

○ **Definitions:**

- **Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- **Charges:** the charges payable by the Member for the supply of the Membership Services by Doncaster Chamber, as set out in the Membership Application.
- **Conditions:** these terms and conditions set out in clause 1 (Interpretation) to clause 10 (General) (inclusive).
- **Contract:** the contract between the Member and Doncaster Chamber for the supply of the Membership Services in accordance with the Membership Application, these Conditions and any Schedules.
- **Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.
- **Member Materials:** all materials, equipment and tools, drawings, specifications and data supplied by the Member to Doncaster Chamber.
- **Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, 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 and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- **Membership Services:** the Membership Services to be provided by Doncaster Chamber pursuant to the Contract, as described in the Membership Application.
- **Membership Services Start Date:** the day on which Doncaster Chamber is to start provision of the Membership Services, as set out in the Membership Application.
- **Supplier IPRs:** all Intellectual Property Rights excluding any Member Materials incorporated in them.

○ **Interpretation:**

- 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 under that legislation or legislative provision.
- 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.

- A reference to **writing** or **written** includes fax and email.

2. Commencement and term

- The Contract shall commence on the membership start date that we will confirm to you, and shall continue, unless terminated earlier in accordance with its terms, for a minimum period of 12 months and membership is automatically renewed on the anniversary of your membership start date unless until either party gives to the other not less than 2 months' written notice to terminate, expiring on or after the anniversary of the Membership Services Start Date.
- If you wish to change your level of Membership Services you may only do so on the anniversary of your Membership Services Start Date and you must give to us not less than 2 months' written notice, expiring on or before the anniversary of your Membership Services Start Date.

3. Membership Services

- Doncaster Chamber shall provide the Membership Services to the Member from the Membership Services Start Date in accordance with the Contract.
- In supplying the Membership Services, Doncaster Chamber shall:
 - perform the Membership Services with reasonable care and skill;
 - use reasonable endeavours to perform the Membership Services in accordance with the service description set out in the Membership Application;
 - ensure that all goods, materials, standards and techniques used in providing the Membership Services are of satisfactory quality and are fit for purpose; and
 - comply with:
 - all applicable laws, statutes, regulations from time to time in force.

provided that Doncaster Chamber shall not be liable under the Contract if, as a result of such compliance, it is in breach of any of its obligations under the Contract.

- observe all reasonable health and safety rules and regulations and security requirements that apply at any of the Member's premises and have been communicated to Doncaster Chamber, provided that Doncaster Chamber shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract; and
- take reasonable care of all Member Materials in its possession and make them available for collection by the Member on reasonable notice and request, always provided that Doncaster Chamber may destroy the Member Materials if the Member fails to collect the Member Materials within a reasonable period after termination of the Contract.

- Doncaster Chamber of Commerce and Enterprise offer businesses with advice and support. All businesses who are Chamber members must adhere to the **Code of Conduct (Code)**. This is as follows:
 - Doncaster Chamber supports businesses in making connections and building relationships. This is not a 'hard sales' environment and all participants, whether paying members or part of the network must embrace this principle;
 - Individuals and businesses are encouraged to support each other. We embrace inclusivity and diversity and do not tolerate harassment or bullying in any way. Members and those who are part of the network must comply with this ethos.
 - Information and advice received by being a member or part of the network is not to be used by individuals and businesses within the Chamber membership or the network to the detriment of fellow businesses.
 - The nature of your business must be legal and legitimate. Therefore, its activities must be in accordance with UK law and, if based outside of the UK, the laws of the country in which it is located.
 - The Doncaster Chamber reserves the right to withdraw membership or the registration of any participant of the network who does not comply with this Code of Conduct, breach these terms and conditions, acts inappropriately towards the Chamber or its members, brings the Chamber into disrepute or does not act in accordance with the Chamber's values. (The determination of the compliance of businesses who are, or are seeking to be, part of the network with the Code is ultimately at our discretion.);
 - The Code of Conduct may be changed by us at any time. It is the responsibility of each business within the Chamber membership to ensure compliance with the latest version of the Code at all times.
- Doncaster Chamber has specific rules regarding membership applications by groups of associated companies as follows:
 - Associated companies are a group of businesses that work together under one umbrella body formally to coordinate activities or pool resources. Associated companies and businesses with sister companies are invited to join Chamber membership, however, they must be a minimum of a gold level of membership.
 - Only one of the group of associated companies will be a registered member of the Chamber, however employees of the different organisations will be able to attend events and engage with member benefits and they will have to do this under the name of the business registered (the member business) rather than representing different businesses.
 - Associated companies will only be able to have one Chamber directory listing unless payment for separate membership at any level is activated for the associated brands, businesses.

4. Member's Obligations

- The Member shall:

- co-operate with Doncaster Chamber in all matters relating to the Membership Services;
- provide, in a timely manner, such information as Doncaster Chamber may reasonably require, and ensure that it is accurate and complete in all material respects;
- Verify that you are you who you say you are;
- Ensure that the address provided is correct and can be verified;
- Ensure that the account number and sort code provided relate to your company;
- Confirm that you are authorised as a signatory on the bank account;
- Consent to your business details appearing on the member directory on the Chamber website and being shared with selected members/providers on a quarterly basis.
- If Doncaster Chamber's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Member, its agents, subcontractors, consultants or employees, Doncaster Chamber shall:
 - not be liable for any costs, charges or losses sustained or incurred by the Member that arise directly or indirectly from such prevention or delay;
 - be entitled to payment of the Charges despite any such prevention or delay; and
 - be entitled to recover any additional costs, charges or losses Doncaster Chamber sustains or incurs that arise directly or indirectly from such prevention or delay.
- In respect of attendance at Chamber events the following terms will apply:
 - All events that require payment outside of your membership package must be paid in full prior to attending and at least 7 days prior to the event in accordance with the terms and conditions of the event;
 - If full amount is not paid prior to the event, entry will be refused. Any event cancellations made less than 10 working days prior to an event will not be refunded;
 - Doncaster Chamber reserves the right to cancel any event without notice and without reason, and in such case, any monies paid will be refunded in full;
 - If a member takes a place at a free event and fails to turn up without giving notice on three separate occasions, the Chamber reserves the right to suspend access to events for two months.
 - Non-attendance of an event, without notice as stated above, where a complimentary ticket has been booked as part of your allocation according to package type will result in forfeiting the ticket and will be marked as a used ticket on your annual package.

5. Data protection

The parties shall comply with their data protection obligations as set out in the Data Protection Schedule.

6. Intellectual property

- Doncaster Chamber and its licensors shall retain ownership of all Supplier IPRs. The Member and its licensors shall retain ownership of all Intellectual Property Rights in the Member Materials.
- Doncaster Chamber grants the Member, or shall procure the direct grant to the Member of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to copy Doncaster Chamber IPRs for the purpose of receiving and using the Membership Services in the Member's business during the term of the Contract.
- The Member grants Doncaster Chamber a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify the Member Materials for the term of the Contract for the purpose of providing the Membership Services to the Member in accordance with the Contract.
- The Member must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors. To discuss this further please contact us at chamber@doncaster-chamber.co.uk.

7. Charges and payment

- In consideration for the provision of the Membership Services, the Member shall pay Doncaster Chamber the Charges in accordance with this clause 7.
- All amounts payable by the Member exclude amounts in respect of value added tax (VAT), which the Member shall additionally be liable to pay to Doncaster Chamber at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- Doncaster Chamber shall submit invoices for the Charges plus VAT if applicable to the Member annually, on or before the anniversary of the Membership Start Date. Each invoice shall include all reasonable supporting information required by the Member.
- The Member shall pay each invoice due and submitted to it by Doncaster Chamber in full, within 30 days of receipt, to a bank account nominated in writing by Doncaster Chamber. If there is an agreement that membership fees may be paid by monthly instalments that will be reflected on our annual invoice.
- All members paying for their membership for a 12 month period in advance will receive one month free of charge. In order to access this discount the business must:
 - Pay the full invoiced amount for 12 months within 30 days of receipt of the invoice; and
 - Supply valid bank details to us by email at accounts@doncaster-chamber.co.uk to enable a refund of one month's fee to be issued on receipt of payment in full.

This discount will not apply to any membership packages already receiving a discount such as charity memberships.

- If the Member fails to make any payment due to Doncaster Chamber under the Contract by the due date for payment, then, without limiting Doncaster Chamber's remedies under clause 9 (Termination):
 - the Member shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
 - Doncaster Chamber may suspend all Membership Services until payment has been made in full.
- If you elect to pay your annual membership fee by 12 equal monthly instalments and any monthly direct debit payment is returned unpaid, then we will seek payment of the full year membership fee in full.
- If your membership is terminated due to non-payment, you will be prohibited from re-joining the Chamber as a member until payment in full is made and a period of 3 years has elapsed.
- Doncaster Chamber reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Membership Services Start Date by a maximum of 10% of the current Charges each membership year. Any increase made will take effect on the anniversary of the Membership Services Start Date.
- All amounts due under the Contract from the Member to Doncaster Chamber shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. Limitation

of liability

- Doncaster Chamber has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £5,000,000.00 per claim. The limits and exclusions in this clause reflect the insurance cover Doncaster Chamber has been able to arrange and the Member is responsible for making its own arrangements for the insurance of any excess loss.
- References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- Nothing in this clause 8 shall limit the Member's payment obligations under the Contract.
- Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
 - death or personal injury caused by negligence;
 - fraud or fraudulent misrepresentation; and

- breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- Subject to clause 3 (No limitation in respect of deliberate default), clause 8.4 (No limitation on Member's payment obligations), clause 8.5 (Liability under identified clauses) and clause 8.6 (Liabilities which cannot legally be limited) Doncaster Chamber's total liability to the Member shall not exceed £5,000,000.00.
- The caps on the parties' liabilities shall be not be reduced by:
 - payment of an uncapped liability;
 - amounts awarded by a court or arbitrator, using their procedural or statutory powers in respect of costs of proceedings or interest for late payment.
- Subject to clause 3 (No limitation in respect of deliberate default), clause 8.4 (No limitation on Member's payment obligations), clause 8.5 (Liability under identified clauses) and clause 8.6 (Liabilities which cannot legally be limited), this clause 8.9 sets out the types of loss that are wholly excluded:
 - 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
 - indirect or consequential loss.
- Doncaster Chamber has given commitments as to compliance of the Membership Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- Unless the Member notifies Doncaster Chamber that it intends to make a claim in respect of an event within the notice period, Doncaster Chamber shall have no liability for that event. The notice period for an event shall start on the day on which the Member became, or ought reasonably to have become, aware of the event having occurred and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

9. Termination

- Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by giving written notice to the other party if:
 - the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in

- relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- Without affecting any other right or remedy available to it, Doncaster Chamber may terminate the Contract with immediate effect by giving written notice to the Member if:
 - the Member fails to pay any amount due under the Contract on the due date for payment; or
 - there is a change of control of the Member.
- On termination of the Contract for whatever reason:
 - the Member shall immediately pay to Doncaster Chamber all of Doncaster Chamber's outstanding unpaid invoices and interest and, in respect of Membership Services supplied but for which no invoice has been submitted, Doncaster Chamber may submit an invoice, which shall be payable immediately on receipt;
 - any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect; and
 - termination of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination [or expiry], including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

10. General

- **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- **Assignment and other dealings.**
 - The Member shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without Doncaster Chamber's prior written consent.
 - Doncaster Chamber may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner

- with any or all of its rights under the Contract.
- Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, Members, clients or suppliers of the other party, except as permitted by clause 3.
- Each party may disclose the other party's confidential information:
 - to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 3; and
 - as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.
- **Entire agreement.**
 - The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
 - Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.
 - A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
 - A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and

enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 10.7 shall not affect the validity and enforceability of the rest of the Contract.

- Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
 - delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - sent by email to the member's membership relationship officer;
- Any notice shall be deemed to have been received:
 - if delivered by hand, at the time the notice is left at the proper address;
 - if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 8(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- This clause 8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- **Third party rights.**
 - Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
 - The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.
- Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Data Protection Schedule

DEFINITIONS

- Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.
- Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended [and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications)].
- Domestic Law: the law of the United Kingdom or a part of the United Kingdom.
- EU GDPR: the General Data Protection Regulation ((EU) 2016/679).
- **EU Law**: the law of the European Union or any member state of the European Union.
- **UK GDPR**: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1. DATA PROTECTION

- Both parties will comply with all applicable requirements of the Data Protection Legislation. This schedule is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- The parties acknowledge that for the purposes of the Data Protection Legislation, the Member is the Controller and the Doncaster Chamber is the Processor.
- Without prejudice to the generality of clause 1, the Member will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Doncaster Chamber for the duration and purposes of this agreement.
- Without prejudice to the generality of clause 1, the Doncaster Chamber shall, in relation to any Personal Data processed in connection with the performance by the Doncaster Chamber of its obligations under this agreement:
 - process that Personal Data only on the documented written instructions of the Member unless the Doncaster Chamber is required by Domestic Law to otherwise process that Personal Data. Where the Doncaster Chamber is relying on Domestic Law as the basis for processing Personal Data, the Doncaster Chamber shall promptly notify the Member of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Doncaster Chamber from so notifying the Member;
 - ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Member, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal

Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - not transfer any Personal Data outside of the UK unless the prior written consent of the Member has been obtained and the following conditions are fulfilled:
 - the Member or the Doncaster Chamber has provided appropriate safeguards in relation to the transfer;
 - the data subject has enforceable rights and effective legal remedies;
 - the Doncaster Chamber complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - the Doncaster Chamber complies with reasonable instructions notified to it in advance by the Member with respect to the processing of the Personal Data;
 - assist the Member, at the Member's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - notify the Member without undue delay on becoming aware of a Personal Data Breach;
 - at the written direction of the Member, delete or return Personal Data and copies thereof to the Member on termination of the agreement unless required by Domestic Law to store the Personal Data; and
 - maintain complete and accurate records and information to demonstrate its compliance with this schedule.
- The Member does not consent to the Doncaster Chamber appointing any third party processor of Personal Data under this agreement.