

## **Terms and conditions of Membership**

These terms and conditions form the basis of the contract through which Women With Wings ("we" or "us") will deliver membership services (the "Services") to you as a member ("individual member" or "you").

Please read these terms and conditions carefully before applying to become an individual member. In consideration of us accepting your application to become an individual member and allowing you to access our services, you agree to be bound by these terms and conditions. Your attention is particularly drawn to the limitations and exclusions of liability set out in these terms and conditions.

### **Membership Benefits**

Membership of Women With Wings will provide you with one of three levels of individual membership.

As a member you will receive a wide range of benefits appropriate to the level of package you choose.

Membership packages may vary according to the level of individual membership.

We reserve the right to change the benefits that apply to membership at any time without prior notice.

Any external providers of a benefit included within your membership package will have absolute discretion in relation to the provision of services, and membership of Women With Wings does not guarantee that the external provider will accept an application from a member for the provision of services.

Services supplied by an external provider will be subject to the provider's own terms and conditions, and we do not accept any liability for loss or damage suffered as a result of a fault, error or omission in the provision of these services.

We reserve the right to change our external providers without prior notice and our decision on services provided is final.

### **The Individual Membership Contract**

To become an individual member, follow the instructions on the membership pages of the Site. If you require the form in alternative formats please contact us.

When you submit your application to us you are making an offer to subscribe to us which, if accepted, will result in a legally binding contract.

At the point of renewal of your individual membership, your renewal payment is confirmation of the continued acceptance of this contract. You may not transfer any of your rights and obligations under these terms and conditions to another person.

Members must be 18 and over.

You agree to advise us immediately of any changes to the details provided.

### **E-mail Applications**

For e-mail applications you will receive an email acknowledgement that your application has been received and is being processed. This does not yet mean that your application has been accepted. Your individual membership with us begins on the date when membership and any other fees have been paid in full.

### **Written Applications**

For applications made via a written form, your individual membership will begin on the date the paperwork is signed by both parties and when membership and any other fees have been paid in full.

### **Cooling off period**

You have a seven (7) working days cooling off period\* from the date of confirmation of your new membership in which to cancel your subscription without penalty. You must notify us of your wish to cancel in writing by contacting the team at [hello@womenwithwingsgroup.org](mailto:hello@womenwithwingsgroup.org) or submitting it in person.

The cancellation right above only applies to new membership applications and does not apply to the renewals of existing memberships.

### **Right to refuse applications**

We reserve the right not to fulfil, or to cancel, your application if we are unable to obtain payment authorisation from the issuer of your credit/debit card or payment by other means.

If you have been convicted of a criminal offence which is not yet spent, or have a prosecution pending, this must be declared. A declaration must also be made of insolvency or undischarged bankruptcy. This information will be treated in the strictest confidence and will only be taken into account if relevant. Spent convictions under the Rehabilitation of Offenders Act 1974 need not be disclosed.

If your individual membership application is accepted, but we subsequently discover that any or all of the information provided by you was misleading or false, we reserve the right to revoke your membership with immediate effect, without the right of appeal.

## **Individual members' obligations**

As an individual member you warrant and represent to us and each other members that the following are and will be true each time that you access or use the Site and/or Services:

- a. you have all requisite power and authority to enter into and perform your obligations under these terms and conditions;
- b. there are no circumstances of which you should reasonably be aware which would prevent these terms and conditions from being and forming legally binding obligations upon you;
- c. your performance pursuant to these terms and conditions does not and will not conflict with or breach any constitutional document, agreement or Applicable Laws to which you are subject or by which you are bound;
- d. all the information which you submit to the Site is complete, reliable, accurate, free from errors, and not misleading in any way, and will not infringe any third party rights;
- e. you have declared any unspent criminal convictions, insolvency or undischarged bankruptcy in accordance with clause 5; and
- f. you will not do, or omit to do, anything that might reasonably be expected to put us in breach of any Applicable Laws.

You will provide us promptly on request with all information that we may reasonably require from time to time in connection with your access to or usage of the Site.

## **Cancellations and refunds**

If you wish to cancel your individual membership you must inform us of your intention to cancel a minimum of ten working days prior to the anniversary of your application. This notice should be provided directly to us in writing by letter or email.

No refunds will be provided unless the above notice requirements are complied with.

Once renewal of your membership has occurred, it will still be possible to cancel your membership, but we are not obliged to offer a refund if notice has not been given.

## **Price information**

By agreeing to these terms and conditions, you agree that you will pay us the fees set out on the "Price List" pages of the Site. Fees displayed on this page will prevail at all times in relation to orders placed.

Fees displayed on a hard-copy application form, or quoted to you by us, will prevail in relation to membership applications made by written application.

We reserve the right to increase the price of individual membership subscription from time-to-time. If you are a current individual member, you will be informed of any fee increase in your renewal letter. If we discover an error in the price of your membership subscription, we will inform you as soon as possible.

Fees quoted are for individual membership only.

Fees are payable 5 days prior to the first of the new month, every month.

### **Viruses, hacking and other offences**

You shall not (a) knowingly introduce any viruses into the Site or (b) attack (or instigate or facilitate the attack of) the Site or Services via a denial-of-service attack or a distributed denial-of-service attack, or (c) use the Site or Services for any purpose which is unlawful, abusive, libellous, obscene or threatening.

A breach of this clause may constitute a criminal offence. We may report any such breach (whether actual or suspected) to the relevant law enforcement authorities and you agree to co-operate with those authorities.

You shall be responsible for ensuring that you have in place on such systems appropriate Virus protection processes and software.

We will not be liable for any losses caused by any form of attack or viruses that may infect your computer equipment, computer programs, data or other proprietary material due to use of the Site or Services.

### **Links**

The Site may contain links to other websites, which in turn may contain material that has been produced by third parties not affiliated with us. We have no control over those other websites and accept no responsibility or liability for information or content provided on such websites.

### **Liability**

Nothing in these terms and conditions shall exclude or limit any person's liability for death or personal injury caused by its negligence, or any person's liability for fraud.

Subject to the above, neither we nor any of our agents, licensors or delegates or our or their directors, officers or employees will be liable for any losses incurred or suffered by you, directly or indirectly in connection with:

- a. materials provided to or by or on behalf of us being corrupted or inaccurate;
- b. you being unable for whatever reason to access or use the Site or Services;
- c. benefits, goods or services provided by an external provider/third-party;
- d. any acts or omissions by you, any other ICRS members, or your or their personnel; or
- e. us, or other ICRS members, acting on materials or communications which purport to have been made by or on behalf of you but which have been created or sent by (i) a third party purporting to act in your name, or (ii) a person who has lawful access to the Services but who exceeds his authority, regardless of whether such losses arise in contract, tort, negligence, breach of statutory duty or otherwise.

Further, neither we nor any of our agents, licensors or delegates or its or their directors, officers or employees will be liable for any indirect or consequential losses incurred or suffered by you, whether or not those losses are foreseeable.

The total aggregate liability of us to you for all losses arising out of or in connection with these terms and conditions, the Site and the Services (whether such losses arise in contract, tort, negligence, breach of statutory duty or otherwise) shall not exceed the amount of any fees received from you in the preceding 12 months.

Except as specified in these terms and conditions, all express or implied conditions, terms, representations or warranties (whether implied by statute or otherwise) are hereby excluded to the maximum extent permitted by law.

These terms and conditions do not and shall not affect your statutory rights as a consumer.

### **Data protection and confidential information**

You acknowledge and agree that we may monitor your use of the Site.

We may record, retain and use for monitoring, statistical analysis or marketing purposes information on or from your access to and use of the Site and the Services. Please see our [Privacy Policy](#) for more information on how and for what purposes we use your personal data.

You shall treat as confidential and shall not (other than where permitted or compelled to do so by any Applicable Law) use or disclose to any person any Confidential Information nor permit its disclosure. For the purposes of these terms and conditions, Confidential Information means all information (in whatever form) which is not publicly known and which is disclosed to, or otherwise learnt by, you in connection with the site, Services or these terms and conditions.

### **Events**

Individual members may be invited to events organised by us or our partners, to enable members to gain information and make the best use of networking opportunities

If you have paid us to attend such an event, and wish to cancel, you must inform us 14 days or more before the event to get a refund of the relevant fees paid. Cancellations after that date will not be refunded.

### **Termination**

Without affecting any other rights and remedies which we may have and without liability to you for any losses which may result, we may terminate these terms and conditions:

- immediately and without notice if,
  - i. in our sole opinion, you materially breach any of these terms and conditions.
  - ii. you fail to renew your membership;
  - iii. you become bankrupt or insolvent;
  - iv. we are required by any applicable law to terminate these terms and conditions; or
- at any time by giving you 7 days' notice in writing.

On any termination of these terms and conditions your right to use the Site and the Services shall cease, and we may terminate your access to and use of the Site and Services and invalidate any relevant access details.

### **Termination for whatever reason of these terms and conditions shall not affect:**

- any rights, liabilities or obligations which accrued before such termination;
- any right to payment of fees; and
- any of these terms and conditions that are intended to continue to have effect after such termination.

If we terminate your individual membership under clause 15i or 15ii, you may appeal our decision to terminate by contacting [hello@womenwithwingsgroup.org](mailto:hello@womenwithwingsgroup.org). The matter will be referred to an independent third party chosen by us, and any decision they make regarding the termination of your membership will be considered final and binding.

### **Variation**

We may change these terms and conditions at any time upon giving you 14 days prior written notice. The most recent edition of these terms and conditions will be binding upon you.

Members may exit the contract without penalty if they do not accept any proposed variation.

### **Third parties**

A person who is not party to these terms shall not have any rights under on in connection with them under the Contracts (Rights of Third Parties) Act 1999.

### **Entire Agreement**

These terms and conditions override any contrary terms or conditions published in relation to any membership subscription between you and us.

### **Governing Law and jurisdiction**

These terms and conditions are governed by English law. You hereby irrevocably submit to the exclusive jurisdiction of the English courts notwithstanding the jurisdiction where you are based.

If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by the law.

### **Queries, comments and complaints**

We will respond to any complaint or query received within five working days. This may be an acknowledgement that we have received a complaint whilst further investigations are carried out.

If you have any queries, comments or complaints about your subscription please contact the team on [hello@womenwithwings.org](mailto:hello@womenwithwings.org).