



# Be a better fish Club

## Terms & Conditions of Membership

### 1. Definitions

“**Action Plan**” means the document drafted following an initial 1:1 consultation. This document will detail some of the goals and aspirations of the Member, and an indication as to how Club membership will help enable and support those goals. Any specific needs will be documented and may be used to seek support and guidance from Be a better fish Ltd or any other Club Member.

“**Application for Membership Form**” means the form to be completed and submitted to the Club in order to become a Member of the Club.

“**Club**” means the Be a better fish Club operated by Be a better fish Ltd from Oswestry, Shropshire UK, company registration number 11985776, consisting of Be a better Fish Ltd and other Members who subscribe to the Club under these Terms And Conditions.

“**Club Services**” means the benefits and opportunities provided by the Club to its members as set out in clause 3 to these Terms and Conditions.

“**Contract Term**” means an initial period of two full calendar months from date of enrolment, renewing on a calendar month by month basis until the agreement is terminated by either party in accordance with these terms.

“**Enrolment**” means the confirmation of a Members successful application; the starting date for Membership. Membership fees become due on the first day of the following calendar month.

“**Events**” means the events arranged and scheduled by Be a better fish Ltd for the Club, and included in the Schedule of club events available at [www.beabetterfish.com](http://www.beabetterfish.com).

“**Event Fee**” means the fee charged to non-members attending a Be a better fish Club organised event.

“**Exclusive Membership Pages**” Upon enrolment, Club Members will be invited to create a login with which they can access private pages exclusive for Club members at [www.beabetterfish.com](http://www.beabetterfish.com). These ‘Exclusive Membership Pages’ contain a variety of documents, links and resources that may be helpful to new or small business owners. Members can contribute content to these pages in the form of documents, images and videos (for example ‘quick guide’ tutorials on relevant topics).



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“**Member**” means the person or company who is named on the ‘Application for Membership’ Form and for whom, following acceptance, the Club has agreed to provide services to, in accordance with these terms.

“**Members Directory**” means the area on [www.beabetterfish.com](http://www.beabetterfish.com) that details the name, employer, business contact details, photograph and description of business of each Member.

“**Member’s website**” means the online presence of the member (personal or business) created and owned by the member. This presence (for example, website or social media page) will be displayed on the Members Directory page as a clickable link, to encourage connection from other members.

“**Membership**” means the period of time when a Member is contracted to the Club, i.e. an initial 2 months, and then a rolling monthly term which can be cancelled at any time.

“**Membership Fee**” means the payment made by the Member to the Club to cover membership costs. Payment for membership should be made on the 1<sup>st</sup> of each calendar month, monthly in advance.

“**Sponsor**” means an organisation (public or business entity) that may commit, from time to time, to subsidise specific Membership Fee’s for specific Members.

“**Subsidised Membership**” means a Membership that is being subsidised in part or wholly by a third-party organisation (a Sponsor). In such cases, all aspects of Membership remain as per these terms and conditions except for the payment of membership fees.

“**Terms and Conditions**” means the contents of this document, as set out below.

## 2. Agreement to these Terms

When applying for Membership of the Club, the Member confirms that they have read and agree to be bound by these Terms and Conditions. Upon Enrolment the Member will receive confirmation via a ‘Welcome’ email. This will include instructions on how to access Club services, and specifically how to obtain a login for the Exclusive membership Pages. Members should retain a copy of these terms and conditions for future reference.



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## 3. Supply of the Club Services

3.1 Be a better fish Ltd shall, at its sole discretion, provide the following Club Services to, for or with Members:

- a) free initial 1:1 consultation (approx. 1 hour) to review the Member's business model and plans, and draw up an Action Plan to maximise benefits for the Club member
- b) ongoing engagement with Be a better fish Ltd founder and Club member Paul Newman; who will act as mentor and coach regarding the Action Plan as agreed and as appropriate to the Member
- c) free promotion on the Members Directory
- d) a hyperlink to the Member's Website
- e) regular email communication announcing forthcoming Events
- f) notification of new information, support or opportunities via Exclusive Membership Pages, email, a private Club Facebook group and a private WhatsApp group
- g) Invitation to participate in the Club Facebook and WhatsApp Group for the purposes of communicating with all other members with a single request or notice
- h) opportunity to attend Events arranged by the Club - free of charge
- i) facilitation of meetings with other participating Club Members
- j) opportunity to promote your business to other Club members
- k) opportunity to exhibit/show-case your business at Events.
- l) opportunity to display, promote or sell products and services at market stall facilities as utilised by Be a better fish Ltd from time to time.
- m) access to Exclusive Membership Pages providing information, guidance and tools to support new and small business. Information will include original work produced by Be a better fish Ltd and document and links made available by other 3<sup>rd</sup> parties
- n) partnering opportunities on new projects and business ventures
- o) representation of the community of Club members on/at local forums, councils or groups: where there might be a collective benefit in contributing as a community

3.2 The Club services are provided for the Members subject to these Terms and Conditions.

3.3 The Club shall use its reasonable endeavours to provide the Club Services within the advertised times.

3.4 The Club may, at any time without notifying the Member, make any changes to the Club Services which are necessary to comply with any safety or other statutory requirements and/or which do not materially affect the nature or quality of the Club Services.

3.5 Any other changes or additions to the Club Services or to these Terms & Conditions shall be notified to the Member in writing by the Club in advance of those changes taking place.



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## 4. Contract Term and Payments

4.1 Membership of the Club is for an initial Contract Term of 2 months commencing on the first of the month following enrolment, and is subject to payment of the Membership Fee monthly, on the 1st of each month.

4.2 Following the expiry of the initial Contract Term and any subsequent Contract Term, the Member must renew their Membership by paying the Membership Fee for the next month on the day due, otherwise Membership may be terminated in accordance with these Terms and Conditions.

4.3 Non-members will be charged an event fee to attend events organised by Be a better fish Ltd for the Club. Payments will be made by non-members direct to the host of the event before attending the event.

4.4 All membership Fees quoted to the Member for the provision of the Club Services will be inclusive of VAT if applicable.

4.5 In the case of Subsidised Membership, the contract term will continue until ceased in accordance with these Terms and Conditions. In the event that a Sponsor withdraws support for a Member, the member will be notified before the next month's Membership fee is due. In such cases, the Member will become wholly liable for the subsequent Membership fee payments, or has the right to cease membership before such fees become due.

## 5. Warranties and Liability

5.1 The Club warrants to the Member that the Club Services will be provided using reasonable care and skill as far as reasonably possible. Where the Club uses the service of any agent or third party (such as speakers at events) the Club does not give any warranty, guarantee or indemnity in that respect.

5.2 Membership and Club Services are provided for the benefit of Members and their employees (as applicable). With the exception of statutory obligations for liability, Be a better fish Ltd shall not be liable for:

- a) any loss of profits, sales, business or revenue
- b) loss or corruption of data, information or software
- c) loss of business opportunity
- d) loss of anticipated savings
- e) loss of goodwill or
- f) any indirect or consequential loss.

5.3 The Club shall not be liable to the Member, or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of



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the Club's obligations in relation to the Club Services, if the delay or failure is due to any cause beyond the Club's reasonable control, and time shall not be of the essence. In respect of an event cancelled by the Club for any reason whatsoever, liability shall be limited to refunding the Event Fee.

## 6. Termination of Membership

6.1 The Member may terminate the Membership at any time by giving written notice to the Club. Any membership fees paid beyond the Contract term will be refunded. This is our no quibble customer guarantee.

6.2 Either party may at any time terminate the Membership by immediate written notice if the other commits any material breach of these Terms and Conditions or goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

6.3 Upon termination of the Membership for whatever reason all sums owed by the Member to the Club shall become due and payable by the Member with immediate effect.

## 7. General

7.1 Membership allows all a Member's personnel to access the Exclusive Members Pages via the single account login provided at enrolment. If a Member decides to cancel their Membership, access will be ceased.

7.2 If you enter your details in any enquiry form or contact form you are giving your express permission for your details to be added to our data base for contact and marketing purposes, as defined in our Information Privacy Policy available at [www.beabetterfish.com](http://www.beabetterfish.com).

7.3 The Club understands that email marketing is a useful tool, however, Members are politely asked to keep email marketing to other Members to a minimum and to include an 'opt-out' facility on every email. The Club reserves the right to suspend the Member's access to the Website in the event of complaints from other Members, and such complaints would constitute a breach of these Terms and Conditions.

7.4 Members and attendees at an Event acknowledge and accept that the Club reserves the right to publish email contact details of the attendees at each Event. The contact details may be provided to other attendees, the speaker, the venue, or other relevant 3<sup>rd</sup> parties as determined by the Club from time to time. If you would prefer that your contact details are not published, please let us know by contacting us at [admin@beabetterfish.com](mailto:admin@beabetterfish.com)

7.5 As a Member of the Club, the Member agrees to conduct themselves in a professional and business-like manner, treating other members with respect at all times. If the Club



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should receive a complaint about any Member's behaviour, it reserves the right to suspend Membership. Such complaints would constitute a breach of these Terms and Conditions.

7.6 Membership of the Club is at the sole discretion of the Club and it reserves the right to refuse Membership. Member's should be 18 or over.

7.7 Our website uses cookies to monitor browsing preferences. If you do allow cookies to be used, certain personal information may be stored by us. We will manage your personal details in line with our Information Privacy Policy available on our website [www.beabetterfish.com](http://www.beabetterfish.com).

7.8 Any notice to the Club is to be sent by email to [admin@beabetterfish.com](mailto:admin@beabetterfish.com). Notices to the Member will be sent to the email address on the enrolment form, unless the Club is otherwise informed in writing. The provisions of this clause shall not apply to the service of any proceedings or documents in any legal action.

7.9 If any provision or part-provision of these Terms and Conditions 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 shall not affect the validity and enforceability of the rest of the Terms and Conditions.

7.10 These Terms and Conditions constitute 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.

7.11 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms and Conditions.

7.12 No variation of Membership shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7.13 Neither party shall be in breach of these Terms and Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these Terms and Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control.

7.14 No one other than a party to these Terms and Conditions shall have any right to enforce any of its terms.



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7.15 These Terms and Conditions, 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.

7.16 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 these Terms and Conditions or its subject matter or formation.

### **8. Confidentiality**

8.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 8.2.

8.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under these Terms and Conditions. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under these Terms and Conditions.