

# Terms and Conditions

## THE LEXICON BUSINESS CLUB – SHIRLAWS (UK) LTD : MEMBERSHIP TERMS and CONDITIONS

### 1. Terms of Use

This Agreement (together with the documents referred to in it) sets out the terms of use of the Lexicon Business Club services. Please read these terms of use carefully before you start to use the Service.

By using our Service, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our Service.

### 2. Definitions

- 2.1. "Agreement" means these terms and conditions together with the Schedule between you and Lexicon Business Club - Shirlaws (UK) Ltd
- 2.2. "Confidential Information" means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential
- 2.3. "Intellectual Property Rights" means all copyrights, design rights, trade marks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for any of them, anywhere in the world.
- 2.4. "Materials" means the materials and content provided by Us as part of the Service.
- 2.5. "Service" means the delivering of the Lexicon Business Club and access to such other services as may be made available on the Shirlaws (UK) Website from time to time.
- 2.6. "Us, We, or Our" means Lexicon Business Club - Shirlaws (UK) Ltd.
- 2.7. "Website" means the website at [www.shirlawsoaching.co.uk](http://www.shirlawsoaching.co.uk)
- 2.8. "You or Your" means the party entering into this Agreement with us by paying the Quarterly payments Fee and accepting these terms.
- 2.9. "MEMBER" means the person or company who is named on The Lexicon Business Club Application for Membership form and for whom, following acceptance by Lexicon Business Club - Shirlaws (UK) Ltd ('the Club'), the Club has agreed to provide services to, in accordance with these terms.
- 2.10. "MEMBERSHIP" means the period of time when a Member is contracted to the Club.
- 2.11. "SPECIFIED SERVICE" means the service provided by the Club and set out in the literature provided with these terms.
- 2.12. "CLUB" means Lexicon Business Club - Shirlaws (UK) Ltd whose registered office is at 2nd Floor, 2 – 4 Kings Rd Reading RG1 3AA.

- 2.13. "QUARTERLY PAYMENTS" means the payments due to the Club at quarterly intervals throughout the Contract Term and thereafter until the agreement is terminated by either party in accordance with these terms.
- 2.14. "CONTRACT TERM" means the initial 12 month period from the date when the Member completes the Application for Membership form.

### **3. Agreement to these Terms**

When applying for membership of the Club, the Member confirms that it has read and agrees to be bound by these Club Terms and Conditions. At application, the Member will be provided with its own copy of the Club's Terms and Conditions and they should be retained for future reference.

### **4. Supply of the Specified Service**

- 4.1. The Club shall provide the Specified Service to the Member subject to these terms.
- 4.2. The Club shall use its reasonable endeavours to provide the Specified Service within the advertised times.
- 4.3. We reserve the right to make changes to the Specified Service and to its accessibility (including accessibility periods) on grounds we consider reasonable, provided that the functionality and performance of the Specified Service will not as a result be materially affected to your detriment.
- 4.4. Any other changes or additions to the Specified Service or to these Terms will be notified to the Member in writing by the Club in advance of those changes taking place.

### **5. Contract Term and Payments**

- 5.1. Membership of the Club is for an initial Contract Term of 12 months from the date completion of the application form. Payment will be Quarterly Payments by Standing Order and the Club will raise invoices to reflect the Payments due for the Contract Term.
- 5.2. All charges quoted to the Member for the provision of the Specified Service are exclusive of VAT, for which the Member is liable at the prevailing rate, and these must be paid without deduction or set-off.
- 5.3. Should a Quarterly Payment be more than 30 days late, or remain unpaid during the Contract Term, the Club will suspend the Specified Service.

### **6. Intellectual Property Rights**

- 6.1. The Intellectual Property Rights in the Materials and Service (including any software, databases, images, "applets", photographs, animations, video, audio, music and text incorporated into them) are and shall remain our property and we reserve the right to grant licences to use the Materials and Service to third parties.
- 6.2. Nothing in this Agreement shall transfer any proprietary rights in the Materials or Services from us to you.

- 6.3. You must notify us immediately if you become aware of any unauthorised use of the whole or part of the Materials or Service by any person.
- 6.4. You agree to grant us a non-exclusive royalty-free licence for the period that this Agreement is in force to use your trade marks (whether registered or unregistered) on the Website.

## 7. Disclaimer

- 7.1. Our policy is to conduct our business at all times in a professional manner and to best practice standards. We use our best endeavours to maintain the Materials and Service up to date. However, you should note in particular:
  - 7.1.1. the Materials and Service are not intended to constitute a definitive or complete statement of the law on any subject, nor are any part of them intended to constitute business advice for any specific situation;
  - 7.1.2. we do not undertake any obligation to consider whether the information provided to or by us for the purpose of the Service is either sufficient or appropriate for any particular actual circumstances;

## 8. Warranties and Liability

- 8.1. This clause sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents, contributors, consultants and sub-contractors) to you in respect of:
  - 8.1.1. any breach of this Agreement;
  - 8.1.2. any use made by you of the Service or the Materials or any part of them; and
  - 8.1.3. any representation, statement or tortious act or omission (whether negligent or otherwise) arising under or in connection with this Agreement.
- 8.2. Except as expressly and specifically provided in this Agreement:
  - 8.2.1. you assume sole responsibility for results obtained from the use of the Materials and the Service by you, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided by you or third parties in connection with the Service, or any actions taken by us at your direction; and
  - 8.2.2. all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 8.3. Nothing in this Agreement excludes our liability:
  - 8.3.1. for death or personal injury caused by our negligence; or
  - 8.3.2. for fraud or fraudulent misrepresentation.
- 8.4. Subject to clause 9.3:
  - 8.4.1. we shall not be liable for any loss of profits, loss of business, depletion of goodwill or similar losses or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising; and
  - 8.4.2. our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the price paid for the Service during the 12 months preceding the date on which the claim arose. You acknowledge that this limitation is reasonable.

- 8.5. Under this clause, “our liability” includes our respective agents, employees, contributors and consultants and sub-contractors who shall be entitled to the benefit of the limitations on liability in this Clause 11, “you” includes any other party claiming through you and “loss or damage” includes any losses, damages, costs or expenses whatsoever or howsoever arising in connection with the Service, whether under this Agreement or other agreement or in consequence of any misrepresentation, misstatement or tortuous act or omission, including negligence.
- 8.6. We shall have no liability to you under this Agreement if we are prevented from or delayed in performing our obligations under the Agreement or from carrying on business by acts, events, omissions or accidents beyond our reasonable control, including without limitation default of sub-contractors, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or communications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.
- 8.7. The Club warrants to the Member that the Specified Service 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.
- 8.8. Except in cases of death or personal injury caused by the Club’s negligence, the Club shall not be liable to the Member by reason of any representation (unless fraudulent or negligent) for any loss of profit or any indirect, special or consequential loss, damage costs, expenses or other claims (whether caused by the negligence of the Club or its agents or otherwise) which arise out of or in connection with the provision of the Specified Service and the entire liability of the Club under or in connection with the Specified Service shall not exceed twice the amount of the Club’s charges for the provision of the Specified Service, except as expressly provided in these Terms. This warranty is in lieu of all other terms, conditions and warranties, expressed or implied statutory or otherwise and any other liabilities whatsoever and howsoever arising.
- 8.9. The Club shall not be liable to the Member or be deemed to be in breach of these Terms by reason of any delay in performing, or any failure to perform, any of the Club’s obligations in relation to the Specified Service, if the delay or failure is due to any cause beyond the Club’s reasonable control, and time shall not be of the essence.

## **9. Membership Subscriptions Guarantee**

- 9.1. The Club wishes for members to receive a return on their investment many times over through full involvement in the Specified Services, however, the Member retains responsibility for making the very most of the many opportunities membership offers.
- 9.2. At the end of the Contract Term, should the Member feel they have not received value for money, a full refund of the Quarterly Payments may be available subject to the following conditions being met and at the Club’s discretion:
  - 9.2.1. ‘Expectations of Membership’ must have been set and agreed with the Club at the time of joining (refer to application form)
  - 9.2.2. The Member must have attended all Club session within the first 6 months of their membership contract.
  - 9.2.3. The Member must have reviewed their expectations against results within 6 months of the date of the Membership Agreement.
  - 9.2.4. The Member must have approached the Club’s representative by month 6 and discussed its concerns and that discussion must have been formally minuted.

- 9.2.5. An action plan must have been jointly agreed by the Member and the Club's representative at this meeting, and that plan subsequently measured and reviewed regularly between both parties.
  - 9.2.6. The Member must not have committed any breaches of these terms or of the membership contract.
- 9.3. Any request for a refund must be submitted in writing to Shirlaws (UK) Ltd for consideration, documenting the above as proof that the conditions have been met.

## **10. General**

- 10.1. Notices to the Club are to be sent to the registered address. Notices to the Member will be sent to the address shown on the application form, unless the Club is otherwise informed in writing.
- 10.2. No failure or delay by either party in exercising any of its rights under these terms shall be deemed to be a waiver of that right, and no waiver by either party of any breach of these terms by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.3. If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- 10.4. English law shall apply to this agreement, and the parties agree to submit to the jurisdiction of the English courts.
- 10.5. Membership of the Club is linked to the person named on the application form. Substitution is not permitted, unless agreed by the Shirlaws Club Leader.
- 10.6. Membership allows a Member to access certain areas of the Shirlaws UK website. This access will continue whilst payments are up to date. Should payments lapse, access may be suspended. If a Member should decide to cancel their Membership, access will stop.
- 10.7. 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.
- 10.8. 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 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.
- 10.9. Membership of the Club is at the sole discretion of the Club and it reserves the right to refuse membership.

## **11. Waiver**

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other remedy.

## **12. Remedies**

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **13. Severance**

- 13.1. If any court or competent authority finds that any provision of this Agreement is invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 13.2. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## **14. Changes to This Agreement**

We may revise the terms of this Agreement at any time. We will give you reasonable prior notice of such changes.

## **15. No Partnership or Agency**

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership, agency agreement or joint venture between either party.

## **16. Governing Law**

This Agreement and any contractual or non-contractual claim or dispute arising out of or in connection with it shall be governed by and construed in accordance with the laws of England.

## **17. Jurisdiction**

The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

## **18. Entire Agreement**

- 18.1. This Agreement, any documents referred to herein and any invoice, constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Agreement.
- 18.2. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently made or not) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. The only remedy available to it for breach of the Agreement shall be for breach of contract under the terms of this Agreement.