

# Terms and conditions of membership of the Forum of Private Business

By proceeding with the registration process for membership of the Forum of Private Business (the Forum), you agree to be bound by these terms and conditions. In this document, a member is defined as a member of the Forum.

## 1. Parties

These terms and conditions form the basis of the legal relationship between a member and the Forum.

## 2. Applications for membership

Membership of the Forum is open to any privately-owned business.

## 3. Membership fees

- 3.1 You agree to pay an annual payment (annual subscription) to the Forum, the sum of which is set by the Forum from time to time.
- 3.2 Payment of the annual subscription is due in full at the start of your membership and annually thereafter. Annual subscriptions are normally paid in full at the commencement or renewal date; however, payment can be taken as four equal quarterly payments if paid by Direct Debit.
- 3.3 Membership of the Forum is for a minimum of 12 months. Memberships cancelled mid-term when not paid in full may lead to legal action against the business to recover the lost fees.

## 4. Termination

- 4.1 Should you wish to cancel your membership, you are required to do so in writing within 30 days of receipt of your membership renewal notice. Unless such notice of intention is given, any subscription is payable in full. You will not be entitled to any refund, either in full or part, of any annual subscription that you have paid, unless the membership subscription is cancelled within the 30-day period from receipt of renewal notice.
- 4.2 The Forum will be entitled to cancel your membership if:
  - 4.2.1 any fee including but not limited to the annual subscription fees remain unpaid for a period of one month from the date that payment is due;
  - 4.2.2 you (in the opinion of the Forum) behave inappropriately towards other members or towards the Forum;
  - 4.2.3 you (in the opinion of the Forum) bring the Forum into disrepute;
  - 4.2.4 you breach these terms and conditions.

## 5. Groups of companies

Where a company that forms part of a group of companies successfully applies for membership, this does not entitle any parent or subsidiary of the company, or other subsidiary of any such parent to become a member. Each company within such a group shall be required to apply separately for membership.

## 6. Third parties

No rights are conferred on any person who is not a party to these terms and conditions.

## 7. Severance

Each provision contained in these terms and conditions shall be severable from any other provisions, and if any part of any provision shall be found to be invalid, illegal or void for any reason, such invalidity, illegality or void shall not affect any other part of such provision or any other provision contained in these terms and conditions, which shall continue to have full force and effect.

## 8. Entire agreement

These terms and conditions constitute the entire agreement between the parties and supersede all prior agreements, negotiations, representations and proposals, whether written or oral, concerning the subject matter of the terms.

## 9. Governing law

The terms shall be construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

## 10. Assignment

You shall not assign any of your rights or obligations under these terms and conditions without our prior written consent. We shall have the right to assign or otherwise delegate all or any of our rights or obligations under these terms and conditions upon notification to you.

## 11. Money-back guarantee

The Forum offers a money-back guarantee, under the terms of which, if we haven't saved you at least the equivalent value of your membership subscription when the time comes to renew it, we'll give you a full refund. For the full terms and conditions, please visit [www.fpb.org/guarantee](http://www.fpb.org/guarantee).

**Note:** the guarantee is only available to members at the end of their 12-month membership period with the Forum and all subscriptions must have been paid in full.