

## **BRITISH INSTITUTE OF INNKEEPING- TERMS AND CONDITIONS FOR INDIVIDUAL MEMBERS**

- 1.1 In these terms, unless the context requires otherwise:
  - 1.1.1 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
  - 1.1.2 words in the singular include the plural and vice versa; and
  - 1.1.3 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form.

### **2. APPLICATION OF THESE TERMS**

- 2.1 These terms set out conditions of your membership. They supersede any previously issued terms and conditions.
- 2.2 When you submit your application for membership, you are offering to become a member of the British Institute of Innkeeping in accordance with these terms. We will notify you if your application has been successful. At that point a membership contract will be formed between us.
- 2.3 We may vary these terms at any time by notifying you in writing (usually by email or notice on our website). Your continued membership shall be deemed acceptance of any changes to these terms.

### **3. MEMBERSHIP FEES AND PAYMENT**

- 3.1 Our membership fees can be found on our website.
- 3.2 Your BII Membership fee covers the period for 12 months from the date of joining or renewal, and is payable in advance by Debit/Credit Card, BACS or Direct Debit. If paying by Direct Debit this can be paid annually in advance or quarterly in advance.

### **4. MEMBERSHIP BENEFITS**

- 4.1 We may add or remove membership benefits without notice. For an up to date list of our membership benefits, please refer to our website <https://www.bii.org/>.
- 4.2 Content and materials: these are provided for your general information purposes only. They do not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.
- 4.3 Helplines: Provided by John Gaunt & Partners, Bhayani Law, Harris Lamb and RSM UK. You may call our helplines at any time for up to 30 minutes at no cost. Any further advice or services which you require will be subject to a separate agreement between you and the service provider. We do not accept any liability for any advice given on the helplines or as part of any subsequent agreement.
- 4.4 Marketplace: please refer to our website disclaimer relating to our Marketplace <https://www.bii.org/footer-links/marketplace-disclaimer/>.

### **5. YOUR RESPONSIBILITIES**

- 5.1 You will pay your fees as and when they become due.
- 5.2 You will not do anything which, in our reasonable opinion, brings us or our other members into disrepute.

### **6. LIMITATION OF LIABILITY**

- 6.1 Subject to clause 6.3, we are not legally responsible for any losses that:

- 6.1.1 were not foreseeable to you and us when these Terms were formed; or
- 6.1.2 that were not caused by any breach on our part.
- 6.2 Subject to clause 6.3, our total liability to you in respect of all causes of action arising out of or in connection with these terms, whether for breach of contract, tort (including, without limitation, negligence), misrepresentation or otherwise, shall not exceed the price paid for your membership.
- 6.3 Notwithstanding any other provision of these terms, the liability of the parties shall not be limited in any way in respect of death or personal injury caused by negligence, fraud or fraudulent misrepresentation or any other losses which cannot be excluded or limited by law.

## **7. INTELLECTUAL PROPERTY**

- 7.1 Our website and materials and all intellectual property rights therein are owned by us, our licensors or both (as applicable). Intellectual property rights means rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and our licensors reserve all of our and their rights in any intellectual property in connection with these Terms. This means, for example, that we and they remain owners of them and free to use them as we and they see fit.
- 7.2 Nothing in these terms grants you any legal rights in the website or our materials. You agree not to adjust to try to circumvent or delete any notices contained in our materials (including any intellectual property notices).
- 7.3 Trademarks: BII (UK00002412008), BIIAB (UK00002412006), NITA (UK00002415395) and PEAT (UK00002602880) are our trademarks. The use by you of any trademarks is strictly prohibited unless you have our prior written permission.

## **8. PROCESSING OF PERSONAL DATA**

- 8.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our privacy policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.
- 8.2 Our privacy policy is available at <https://www.bii.org/footer-links/privacy-statement/>.

## **9. TERMINATION AND CANCELLATION**

- 9.1 We may terminate your membership at any point if, in our reasonable opinion, you are in breach of these terms.
- 9.2 You may cancel your membership by at any time in writing to Membership Services, British Institute of Innkeeping, Infor House, Lakeside Road, Farnborough, Hampshire, GU14 6XP or by email to [membership@bii.org](mailto:membership@bii.org).

## **10. ENTIRE AGREEMENT**

The parties agree that these terms constitute the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

## **11. ASSIGNMENT**

You may not assign, subcontract or encumber any right or obligation under these terms, in whole or in part, without our prior written consent.

## **12. THIRD PARTY RIGHTS**

A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

### **13. GOVERNING LAW & JURISDICTION**

These terms and any dispute or claim arising out of, or in connection with, them, their subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these terms, their subject matter or formation (including non-contractual disputes or claims).