



Information regarding the Application Form

Membership to join the 1985 Business Club is conditional upon confirmation of the application form. Members should complete the application form available on the Hospice website or by request. If accepted, the member will have access to the Hospice 1985 Business Club, according to their chosen membership level. If you are unable to access the application form or have any difficulties/questions regarding the contents of the application form, please contact the Hospice corporate engagement team – corporate@stcatherines.co.uk

We reserve the right to reject an applicant and remove their access to the Hospice, 1985 Business Club.

If an application is unsuccessful, the Hospice team will retain the applicant's contact details for six months. The prospective member will be notified of this decision via email, and upon request can enquire on the reason behind this decision.

The information provided within the application process is to ensure the prospective business/member applying for membership shares the same values as the Hospice.

Questions included within the application concerning your business relate to the industry the business operates in, the type of business it is, and the purpose behind the business.

The Hospice retains the right to refuse membership to businesses that operate in certain sectors.

If we require further information from a business during the application process, we will contact them directly.



Terms & Conditions – St Catherine’s Hospice 1985 Business Club

1. Interpretation

Definitions:

“Application for Membership Form”: means the application for membership form to be completed and submitted to the Hospice in order to become a Member of the 1985 Business Club.

“Hospice” means St Catherine’s Hospice (Lancashire) Limited, Lostock Lane, Lostock Hall, Preston, Lancashire, PR5 5XU, Charity Number 512186

“1985 Business Club” means the business network group organised by St Catherine’s Hospice (Lancashire) Ltd.

“Contract Term” means a period of twelve months, renewable on a yearly basis until the agreement is terminated by either party in accordance with these terms.

“Networking Events” constitutes the in person and virtual Networking Events that the Network organises in each Contact Term.

“Member” means the person or company who is named on the Application for Membership form and for whom, following acceptance by the Hospice. The Hospice, has agreed to provide services to, in accordance with these terms.

“Members Directory” means the page on the Hospice Website that details the name, company Logo and link back to the associated businesses website.

“Membership” means the period of time when a Member is contracted to the 1985 Business Club.

“Membership Fee” means the payment made by a Member to 1985 Business Club to cover membership costs for the Contract Term.

“Membership Term” means a period of 12 months. 12 months is the minimum period for an initial membership.

“Specified Service” means the service provided by the 1985 Business Club and set out in clause 3 to these Terms and Conditions.

“Terms and Conditions”: means the terms and conditions of 1985 Business Club Membership set out in this document.

“Website”: means the Hospice website, Located online at <https://www.stcatherines.co.uk>



2. Agreement to these terms

When applying for a Membership of the 1985 Business Club, the Member confirms that they have read and agree to be bound by these Terms and Conditions. Upon membership being accepted by the Hospice the Member will be provided with their own copy of the Terms and Conditions and they should be retained for future reference.

3. Supply of the specified service

3.1 The 1985 Business Club shall at its sole discretion provide the following Specified Service to the Member across 3 specified membership tiers.

MEMBER (*£19.85per month / £238.20per annum*)

- (a) 4 Places at The 1985 Business Club Networking Events
- (b) Online Marketing Toolkit

ASSOCIATE (*£85per month / £1020per annum*)

- (a) 4 Places at The 1985 Business Club Networking Events
- (b) Online Marketing Toolkit
- (c) Logo and link on the club webpage
- (d) Priority event booking

PARTNER (*£985per month / £11820per annum*)

- a) 10 places at St Catherine's Sponsored Fundraising Events
- b) Display at networking events
- c) 'Supporting bereavement in the workplace' training package
- d) Logo and link on the club webpage
- e) Priority event booking
- f) Online marketing toolkit

3.2 The Specified Service is given to the Member subject to these Terms and Conditions.

3.3 The Hospice may at any time without notifying the Member make any changes to the Specified Service 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 Specified Service.

3.4 Any other changes or additions to the Specified Service or to these Terms will be notified to the Member in writing by the Hospice in advance of those changes taking place.



4. Contract term and payments

4.1 Membership of the 1985 Business Club is for an initial Contract Term of 12 months. MEMBER (Tier 1) is subject to payment of the Membership Fee Annually in advance.

4.2 Membership of the 1985 Business Club is for an initial Contract Term of 12 months. ASSOCIATE (Tier 2) is subject to payment of the Membership Fee in monthly or quarterly. If a member would prefer to pay annually this can also be arranged.

4.3 Membership of the 1985 Business Club is for an initial Contract Term of 12 months. PARTNER (Tier 3) is subject to payment of the Membership Fee in monthly or quarterly. If a member would prefer to pay annually this can also be arranged.

If the above payment plan don't meet your requirements please contact the Corporate engagement team to discuss further options.

4.4 Following the expiry of the initial Contract Term the membership to the 1985 Business Club will Auto Renew. Should the member wish to cancel membership we will require 30 days notice within the current membership period. Notice of termination can be mailed to either corporate@stcatherines.co.uk or finance@stcatherines.co.uk

5. Warranties and Liabilities

5.1 Hospice warrants to the Member that the Specified Service will be provided using reasonable care and skill as far as practicably possible. Where the Hospice uses the service of any agent or third party (such as speakers at Networking Events) the Hospice does not endorse products, services or views of these third parties.

5.2 The Hospice shall not be liable to the Member by reason of any representation (unless fraudulent or negligent) for any loss of profit or any direct/indirect, special or consequential loss, damage costs, expenses or other claims (whether caused by the negligence of the Network 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 Hospice under or in connection with the Membership or Specified Service shall not exceed the Membership Fee for that Membership Term under this agreement, except as expressly provided in these Terms and Conditions. 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.

5.3 The Hospice 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 the Network's obligations in relation to the Specified Service, if the delay or failure is due to any cause beyond the Network's reasonable control, and time shall not be of the essence.

6. Termination of Membership

6.1 The Member may terminate the Membership by giving written notice to the Hospice within 30 days. As detailed in 4.2.



6.2 Either party may at any time terminate the Membership with immediate effect if the other party commits a 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 Network shall become due and payable by the Member with immediate effect.

7. Insolvency of Members

7.1 This clause applies in the following circumstances:

7.2 The Member makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction);

7.3 An encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Members;

7.4 The Member ceases, or threatens to cease, to carry on business;

7.5 If this clause applies then, without limiting any other right or remedy available to the Hospice, the Hospice may cancel the Contract or suspend Membership, including access to its Website and attendance at Networking Events.

8. General

8.1 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 database for contact and marketing purposes.

8.2 The Network 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.

8.3 Members and attendees at an Event acknowledge and accept that the Hospice 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, nominated charities or other worthy causes (as determined by the Hospice from time to time). If you would prefer that your contact details are not published, please let us know by contacting us at corporate@stcatherines.co.uk

8.4 As a Member of the Hospice 1985 Business Club, the Member agrees to conduct themselves in a professional and business-like manner, treating other members with respect at all times. If the Hospice 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.



8.5 Membership of the 1985 Business Club is at the sole discretion of the Hospice and it reserves the right to refuse Membership.

8.6 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 never share your personal details with third parties.

8.7 Waiver. No failure or delay by either party in exercising any of its rights under these Terms and Conditions shall be deemed to be a waiver of that right, and no waiver by either party of any breach of these Terms and Conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

8.9 Confidentiality

8.9.1 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 below.

8.9.2 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.

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

8.10 Notices. Any notice to the 1985 Business Club is to be sent in writing to C/O Corporate Engagement, St Catherine's Hospice, Lostock Hall, Lostock Lane, PR5 5XU or corporate@stcatherines.co.uk. Notices to the Member will be sent to the address on the application form, unless the Network 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.

8.11 Severance. 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.

8.12 Entire agreement. 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.

8.12.1 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.

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

8.14 Force majeure. 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 Networking Events, circumstances or causes beyond its reasonable control.

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

8.16 Governing law. 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.

8.17 Jurisdiction. 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.

8.18 The Terms and Conditions will be available on our website and subject to change with immediate effect by the Hospice.

If you have any questions about these terms and Conditions please contact us:

By email: corporate@stcatherines.co.uk