

**CULTURE AND SPORT GLASGOW (Trading) CIC
t/a GLASGOW LIFE (GL)**

GLASGOW LIFE TERMS AND CONDITIONS

Membership is open to companies and other organisations regardless of their location. Members do not have to have a base in the Greater Glasgow area in order to become a Member. GL Membership is open to companies or other organisations and separate business divisions and not to departments within organisations.

1 DEFINITIONS

“**Applicant**” means the applicant applying to become a Member of Glasgow Life, and references to you and your, shall mean the same;

“**Application Form**” means the application form for membership of Glasgow Life that requires to be completed by an Applicant and submitted to GL;

“**Commission**” means a commission fee of 10% (inclusive of value added tax (VAT) payable to GL by the Member on any confirmed booking for accommodation at the members property and completed through GL’s online accommodation booking system;

“**Convention Bureau**” means the Convention Bureau operated by GL;

“**Contract**” means the agreement for Membership concluded between the Applicant and GL incorporating these Terms;

“**CULTURE AND SPORT GLASGOW (Trading) CIC**” a Company incorporated under the Companies Acts with registered number SC313850 having its registered office at 220 High Street, GLASGOW, G4 0QW (hereinafter referred to as “Glasgow Life” or GL)

“**Member**” means an Applicant who has paid the Membership Fee and has had their Application Form for membership accepted by GL to receive the Membership Services;

“**Membership Fee**” means the annual fees for membership of Glasgow Life prescribed by GL from time to time;

“**Membership Services**” means those services provided to Members as set out on the Website and this document;

“**Membership Year**” means 1 April to 31 March, or such period of time as prescribed by GL from time to time, for membership of the Glasgow Life;

“**PCO**” means professional conference organiser;

“**Privacy Statement**” means our online privacy policy published on the Website; www.peoplemakeglasgow.com

“**Terms**” means these terms and conditions together with our Privacy Statement for Members; and

“**Website**” means <http://peoplemakeglasgow.com>.

2 INTRODUCTION

Thank you for your interest in joining Glasgow Life. Please take a moment to read our Terms. We recommend that you print a copy of these Terms for future reference.

3 MEMBERSHIP

3.1 Membership of Glasgow Life is not open to consumers, and therefore these Terms are not intended for use by consumers.

3.2 In order to apply to become a Member of Glasgow Life, please read these Terms and complete the Application Form. Please then submit your Application Form, following completion of your payment details, and await a confirmation email from GL.

3.3 The membership is subject to GL Chief Executive approval and GL reserves the right to refuse membership without disclosing any reason.

3.4 By submitting your Application Form, you are deemed to have accepted and agreed to be bound by these Terms.

3.5 You shall become a Member of Glasgow Life on receipt of a confirmation email from GL. For the avoidance of doubt, acceptance of your Application Form and conclusion of the Contract will take place only when we send you an email confirmation that we accept your offer for membership.

3.6 Please note that membership is not transferable or assignable. Please let us know if a situation arises where this might be necessary and we will do our best to accommodate your request.

3.7 Applicants who are currently operating as a PCO are required to complete an additional form detailing their skills, experience and providing confirmation of two referees in support of their application. GL reserves the right to conduct a credit reference check against any PCO Applicant.

4 PRICE & PAYMENT

- 4.1 In consideration of the Membership Services, the Member agrees to pay GL the Membership Fees and Commission.
- 4.2 The Membership Fees shall be invoiced on an annual basis and Commission shall be invoiced at the end of each conference.
- 4.3 The amount of Commission due shall be calculated by reference to [the booking reports generated by GL's online booking systems].
- 4.4 All sums quoted are exclusive of VAT unless otherwise stated.
- 4.5 Payment of the Membership Fees and Commission shall become due on the date of GL's invoice. You must pay GL in full without abatement, retention or set-off within 30 days from the date of the invoice.
- 4.6 We will try to ensure that all Membership Fees and Commission are accurate. If any pricing errors come to our attention, we will take reasonable steps to inform you.
- 4.7 Applicants joining part way through a Membership Year will be invoiced on a pro-rata basis.
- 4.8 Payment can be made by any method specified by GL in the payment section of the Application Form or GL's invoice.
- 4.9 While all reasonable care is taken to secure your details, GL cannot be liable if, through no fault of its own, these details are intercepted by and/or used by third parties.
- 4.10 You should ensure that any payment information supplied by you is correct before proceeding to payment.

5 CANCELLATION OF MEMBERSHIP

- 5.1 You may cancel your application for Membership at any time within 7 (seven) working days of receiving our confirmation email, subject to condition 5.2 below. In this case, you will receive a full refund of any Membership Fees paid in accordance with GL's refunds policy.
- 5.2 The rights outlined in conditions 5.1 and 5.3 do not apply if you have already received Membership Services and the supply of

such services has already commenced with your agreement.

- 5.3 To cancel a membership, you must inform GL in writing within thirty (30) days of receipt of any renewal invoice. See also condition 10.1.
- 5.4 Save as outlined in condition 5.1 above, if you wish to cancel your Membership or it is terminated by either party in accordance with these Terms, we are unable to offer any refund.

6 YOUR RESPONSIBILITIES

- 6.1 You shall inform GL of any change in your business facilities including but not limited to any rating and any closure or the suspension of part or all of your facilities for a period of more than one month. Please contact connect@glasgowlife.org.uk
- 6.2 You and your employees shall maintain the highest standards of service and professionalism at all times to enhance the reputation of Glasgow as a conference and tourist destination and neither you nor your employees will do anything to prejudice the name and goodwill of GL or Glasgow. A breach of this condition shall be considered a material breach of these Terms for the purposes of condition 10.2.1.

7 OUR RESPONSIBILITIES

- 7.1 Subject to the payment of the Membership Fee, we will provide you with the Membership Services. Your Membership Services cannot commence until payment of the Membership Fee.
- 7.2 We reserve the right to modify or withdraw any, part or all of the Membership Services on providing you with reasonable notice.

8 TERMS

- 8.1 Unless otherwise agreed in writing, these Terms are the only conditions upon which GL is prepared to provide the Membership Services and both parties agree to be bound by them.
- 8.2 The Contract sets out the entire agreement and understanding between the parties relating to Membership of Glasgow Life.
- 8.3 We may update or modify these Terms at any time. If you have any questions or

comments about the Terms or any aspect of the Website or what we do then please contact us by e-mailing connect@glasgowlife.org.uk

administrator, administrative receiver or similar officer appointed in respect of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt, an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) or enters into liquidation whether compulsorily or voluntarily or shall suffer any analogous event under any jurisdiction which it is subject to.

9 LIABILITY

- 9.1 We take reasonable steps to ensure that the information displayed on our Website is accurate, however the accuracy of the Website content, including other literature which we produce, cannot be guaranteed.
- 9.2 Nothing in these Terms excludes or limits either GL or the Members liability for death or personal injury caused by GL negligence or fraudulent misrepresentation.
- 9.3 Subject to conditions 9.1 and 9.2 our total liability to you or to any third party whether in contract, delict (including negligence), and misrepresentation or otherwise, arising as a direct consequence to you (or any third party's) use of the Website and the provision of the Membership Services shall be limited to the Membership Fees paid in that Membership Year.
- 9.4 We shall not be liable for any indirect or consequential loss or damage (including loss of profit, loss of business or otherwise), costs expense or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the use of the Website or membership of Glasgow Life.

10.3 GL may terminate the Contract with immediate written notice if the Member fails to pay the Membership Fees, Commission, or any other charges falling due to GL, timeously in accordance with these Terms.

10.4 Notwithstanding termination of the Contract for any reason, you will continue to be liable for any outstanding Commission and that proportion of the Membership Fees attributable to those Membership Services provided up until the date of termination.

11 DATA PROTECTION

10 TERMINATION

- 10.1 Subject to payment of the Membership Fees, membership shall run for the Membership Year unless otherwise terminated in accordance with this condition 10.
- 10.2 The Contract may be terminated by either party by written notice with immediate effect if any of the following has occurred and is continuing:
- 10.2.1 either party commits a material breach that it fails to remedy within thirty (30) days of being requested to do so by the other party; or
- 10.2.2 either party ceases to carry on its activities, becomes unable to pay its debts when they fall due, becomes or is deemed insolvent, has a receiver, manager,

11.1 Both parties will comply with the applicable requirements of Data Protection Law to the extent they apply to any activities under these Terms.

11.2 The parties agree that it is their mutual expectation that they will not share personal data with each other under these Terms. In the event that, contrary to this mutual expectation, personal data is shared then the following provisions of this Clause shall apply in the event that the parties do not agree in writing any express provisions regulating such processing.

11.3 To the extent that either party discloses personal data to the other party it will ensure that such disclosure is fair, lawful and transparent in the context of the purposes for which the personal data is to be processed by the receiving party and otherwise complies with the requirements of Data Protection Law.

11.4 Without prejudice to Clause 1.3, if either party ("Processor") acts as a processor of personal data for the other party ("Controller") in relation to any activities under these Terms then

- 11.5 the Processor shall process such personal data only for the purposes of this Agreement and subject to any express written instructions of the Controller from time to time, and otherwise on such terms relating to the processing as the Controller may reasonably specify in writing;
- 11.6 the Processor shall assist the Controller in complying with its obligations under Data Protection Law and in demonstrating such compliance, including by documenting and agreeing in writing any particular aspects of the processing and providing such information in relation to the processing, to the extent reasonably required to do so by the Controller; and
- 11.7 the provisions of Articles 28.2, 28.3 (a) to (h) and 28.4 of the General Data Protection Regulation (EU 2016/679) shall be incorporated into these Terms mutatis mutandis by way of direct contractual obligation on the part of the Processor to the Controller.
- 11.8 In this Clause:
- 11.9 "**Data Protection Law**" means Law relating to data protection, the processing of personal data and privacy from time to time;
- 11.10 "**Law**" means any statute, directive, other legislation, law or regulation in whatever form, delegated act (under any of the foregoing), rule, order of any court having valid jurisdiction or other binding restriction, decision or guidance in force from time to time; and
- 11.11 words and expressions defined in Data Protection Law shall have the same meanings when used in this Clause.

12 WAIVER

The failure of either party to exercise or enforce any right shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement of such a right at any time or times thereafter.

13 THIRD PARTY RIGHTS

Save to the extent expressly set out in the Terms, the Terms are not intended to nor shall create any rights, entitlement, claims or benefits enforceable by any person that is not a party to it.

14 GOVERNING LAW

These Terms and the Contract formed shall be governed by Scots law and shall be subject to the jurisdiction of the Scottish Courts.