



## Terms and Conditions of IFSEA Membership

### 1. General

- 1.1 This agreement governs the terms and conditions of your membership of the International Forum of Senior Executive Advisers.
- 1.2 In this agreement:
  - 1.2.1 "**CMM**" means CM Murray LLP, a limited liability partnership incorporated in England and Wales (registered number OC331806) with its registered office at 36-38 Cornhill, London, EC3V 3NG;
  - 1.2.2 "**IFSEA**" means the International Forum of Senior Executive Advisers;
  - 1.2.3 "**IFSEA Limited**", "**our**", "**us**" and "**we**" means the International Forum of Senior Executive Advisers Limited, a private limited company incorporated in England and Wales (registered number 12489182) with its registered office at 36-38 Cornhill, London, EC3V 3NG;
  - 1.2.4 "**IFSEA Name**" means "IFSEA", "International Forum of Senior Executive Advisers Limited", "International Forum of Senior Executive Advisers" or any abbreviation or combination of such names or any similar name;
  - 1.2.5 "**Member Benefits**" means the benefits listed in clause 4.1;
  - 1.2.6 "**Membership Fee**" means the fee payable by you to us under clause 5.1 in respect of your membership of IFSEA;
  - 1.2.7 "**Registration Fee**" means the fee payable by you to us in respect of your attendance or participation as a speaker at an IFSEA event or conference; and
  - 1.2.8 "**Speaker Biography**" means, in respect of a proposed or actual speaker at an IFSEA event, such individual's name, photograph, job title, the name of the individual's employer and a brief summary of such individual's experience.

### 2. About us

- 2.1 IFSEA is a forum for senior executives, business founders and professional advisers to senior executives and business founders across the globe to build relationships and to share and develop their knowledge and experience of all matters relating to and affecting senior executives and business founders.
- 2.2 The activities and membership of IFSEA are managed by IFSEA Limited. As a member of IFSEA, you will not have any rights or interest in IFSEA Limited and you must not hold yourself out as a member or director of IFSEA Limited. You shall not use the IFSEA Name in any way which may be misleading or misrepresents the nature of your membership of or relationship with IFSEA.
- 2.3 IFSEA Limited is a subsidiary of CMM. CMM is authorised and regulated by the Solicitors Regulation Authority (number 469999).
- 2.4 IFSEA and IFSEA Limited are not authorised and regulated by the Solicitors Regulation Authority and will not provide legal advice to any member of IFSEA or any other person. The speakers at IFSEA events may provide general guidance on relevant legal issues and share their personal

experience and views on best practice but will not provide any legal advice in relation to the specific circumstances of any person.

### **3. Your membership**

- 3.1 By submitting your application for membership to us, you agree to be bound by the terms of this agreement (as may be updated, amended or supplemented by us from time to time and notified to you in writing).
- 3.2 Your application for membership is subject to the approval of IFSEA Limited and full payment of the Membership Fee in accordance with clause 5.1. We will contact you if your application for membership is approved. This will usually be within 10 working days following receipt of your application for membership but in some instances it may be longer.
- 3.3 We will not be required to provide you with an update as to the status of your application for membership or any explanation if your application for membership is rejected. You do not have any right to appeal if your application for membership is rejected.
- 3.4 Your membership of IFSEA will commence upon the later of:
  - 3.4.1 the date of our notice to you of our acceptance of your application for membership; and
  - 3.4.2 our receipt of your Membership Fee.
- 3.5 Your membership of IFSEA shall be for the calendar year and shall automatically renew on 1 January each year for a further 12 months, unless and until your membership is cancelled in accordance with clause 9.

### **4. Member Benefits**

- 4.1 As a member of IFSEA, you will receive the following benefits:
  - 4.1.1 priority access to podcasts, news alerts and other content created for IFSEA members;
  - 4.1.2 discounted registration fees for IFSEA annual conferences;
  - 4.1.3 priority access to IFSEA networking events;
  - 4.1.4 the opportunity to participate in exclusive IFSEA sponsored podcasts;
  - 4.1.5 access to IFSEA's discussion group(s) on LinkedIn (subject to any acceptable use restrictions that may apply by law or otherwise); and
  - 4.1.6 such additional or alternative benefits as we may decide to offer to IFSEA members from time to time.
- 4.2 Your Member Benefits are solely for your personal use and must not be shared with or made available to any other person without our prior written consent. We may, in our sole discretion, accept a substitute delegate to attend an IFSEA event.

### **5. Fees**

- 5.1 The fee for becoming a member of IFSEA is currently the sum of £180 (inclusive of Value Added Tax) per annum. We reserve the right to adjust this fee and if we do, we will provide you with prior written notice of any such adjustment.
- 5.2 All sums stated in this agreement are in the currency of British pound sterling and you shall pay all fees payable to us in British pound sterling.
- 5.3 On renewal of your membership, we will issue an invoice to you in respect of the Membership Fee for the forthcoming year of your membership. You shall pay the Membership Fee upon receipt of our invoice. If you fail to do so, we reserve the right under clause 9.2.2 to cancel your membership of IFSEA.

## **6. Intellectual Property Rights**

- 6.1 For the purpose of facilitating IFSEA's legal education and business development activities, you agree that we and any third parties engaged by us or on our behalf may:
  - 6.1.1 take photographs of you at any IFSEA event;
  - 6.1.2 make audio and video recordings of you as a speaker at any IFSEA event; and
  - 6.1.3 create edited transcripts of any audio or video recordings made at any IFSEA event (together the "**Materials**"), unless you request us not to do so.
- 6.2 The Materials and Speaker Biography may be made available, displayed and published by us to the public, attendees at IFSEA events and members of IFSEA. In particular, your Speaker Biography may be used for advertising, publicity and promotion of your presentation(s) at an IFSEA event.
- 6.3 To the extent legally permissible and unless otherwise expressly agreed in writing with you, you hereby assign to IFSEA Limited ownership of all intellectual property rights in your presentation(s) and any panel discussion contributions at an IFSEA event and the Materials. If required by us, you agree to execute all documents or assignments and do all things as may be necessary to ensure that IFSEA Limited is the owner of such intellectual property rights wherever in the world enforceable.
- 6.4 You warrant that your presentation(s), slides and any other material that you provide to us as a speaker at an IFSEA event:
  - 6.4.1 are your original work;
  - 6.4.2 are not subject to any third party copyright or that you have obtained permission from the copyright proprietor consistent with this agreement for use of any third party copyrighted material; and
  - 6.4.3 that publication of such material will not be detrimental to any third party or infringe on or invade the rights of any person or entity.
- 6.5 Materials provided to you at an IFSEA event may not be reproduced, copied, or in any way incorporated into or stored on any website, electronic retrieval system, publication or in any other form, except with our prior written consent.

## **7. Data Protection**

- 7.1 We and CMM will collect personal information about you (such as your name, email address and job title) when, for example, you apply to become a member of IFSEA, register to receive marketing information, attend an IFSEA event or provide feedback. In each case we will collect and process your personal information in accordance with our Privacy Policy (which can be accessed [here](#)).
- 7.2 With your permission, we and CMM may send you information and marketing materials about IFSEA that may be of interest to you. You have the right to ask us and CMM not to process your personal information for marketing purposes. You can exercise your right to opt out of such processing by:
  - 7.2.1 email to [info@cm-murray.com](mailto:info@cm-murray.com); or
  - 7.2.2 using the "unsubscribe" option included in the emails.
- 7.3 You have the right to access information held about you. Your right of access can be exercised in accordance with UK data protection laws. Any access request may be subject to a small administrative fee to meet CMM or our costs in providing you with details of the information held about you. Contact: [info@cm-murray.com](mailto:info@cm-murray.com) for details.

## **8. Limitation of liability**

- 8.1 Subject to clause 8.7, we shall not be liable to you in contract, tort (including negligence), breach of statutory duty, restitution or otherwise for any damage or direct, indirect or consequential loss (including any loss of profits, loss of business, lost savings and damage to goodwill) arising out of or in connection with this agreement, your membership of IFSEA or your participation or attendance at any IFSEA event.
- 8.2 We do not accept any liability for damage to, or loss of, your personal belongings whilst you attend any event organised by us. We do not accept any responsibility for any loss (including, without limitation, theft) of any property occasioned at any venue.
- 8.3 Subject to clauses 8.1 and 8.7, our total liability to you for any and all claims arising under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the Membership Fee paid by you in the 12 month period preceding any such claim.
- 8.4 All materials made available to you by IFSEA shall represent the views of the individual contributor and not those of IFSEA or IFSEA Limited. Any law and/or legal principles referenced in such materials shall be based on the law as at the date that the materials are published.
- 8.5 All materials made available to you by IFSEA shall be used for general information and guidance purposes only and must not be used as a substitute for seeking and obtaining specialist advice in respect of your particular circumstances.
- 8.6 We do not accept any responsibility for the accuracy of any information contained in the Materials or any other materials provided to you by IFSEA.
- 8.7 This agreement does not exclude any liability in relation to:
- 8.7.1 personal injury or death;
  - 8.7.2 loss and damage arising from fraud or fraudulent misrepresentation; or
  - 8.7.3 any matter for which the limitation or exclusion of our liability is prohibited by law.

## **9. Cancellation of membership**

- 9.1 You may cancel your membership of IFSEA at any time with immediate effect by giving written notice to us.
- 9.2 We may cancel your membership of IFSEA at any time if:
- 9.2.1 you commit a material breach (or a series of breaches that amount to a material breach) of this agreement which is irremediable (or, if such breach is remediable, you fail to remedy that breach within a period of 14 days after being notified in writing to do so);
  - 9.2.2 your Membership Fee remains unpaid for 30 days after it is due; or
  - 9.2.3 in our view, your continued membership of IFSEA risks bringing IFSEA into disrepute in any way.
- 9.3 In the event of the cancellation of your membership, we will refund you a pro-rata amount of the Membership Fee paid to us in respect of the remaining term of your annual membership calculated from the effective date of termination. Any Registration Fees paid to us prior to cancellation of your membership of IFSEA will not be refunded.

## **10. Force majeure and changes to events**

- 10.1 Every reasonable effort will be made to adhere to our advertised event programmes, however, we reserve the right to make changes to any event (including the dates, times, speakers, content and the programme) or cancel the entire or any part of an event. Any Registration Fee paid to us in respect of a cancelled or changed event shall not be refundable.

- 10.2 We will not be liable to you for any delay or failure to fulfil any obligations under this agreement as a result of circumstances outside our reasonable control including, but not limited to:
- 10.2.1 war and terrorist incidents;
  - 10.2.2 strikes;
  - 10.2.3 fire;
  - 10.2.4 communicable diseases;
  - 10.2.5 breakdown of equipment; and
  - 10.2.6 extreme weather conditions and other acts of God.

**11. Assignment and other dealings**

- 11.1 You shall not assign, transfer, subcontract, delegate or deal in any other manner with any of your rights and obligations under this agreement without our prior written consent. We reserve the right to assign the benefit of this agreement to a third party and will notify you in writing prior to doing so.
- 11.2 We may use CMM and/or other third parties where we consider it necessary or appropriate to assist us in the performance of our obligations under this agreement.

**12. Changes to this agreement**

This agreement may be updated, amended, supplemented or replaced at any time by us and we will notify you in writing prior to doing so.

**13. Entire Agreement**

This agreement and the Privacy Policy constitute the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter.

**14. No partnership or agency**

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**15. Third party rights**

CMM shall be entitled to enforce the rights of IFSEA Limited under this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999. Save as expressly stated in this agreement, this agreement does not give any rights to any other person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

**16. Governing law and jurisdiction**

- 16.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or connection with it this agreement or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 16.2 Should any provision of this agreement for any reason be declared invalid or unenforceable by a court of competent jurisdiction, it shall be deemed to be deleted without affecting the remaining provisions.