

Membership Subscription Form

These Terms and Conditions govern the relationship between the Chamber and its Members. By completing the Membership Subscription Form and signing the Agreement (DocuSign or digital equivalent), which includes a link to these Terms and Conditions, you confirm your acceptance of them.

North East Chamber of Commerce (NECC) membership terms & conditions.

The following terms apply to these conditions. Definitions:

Agreement	Membership Agreement between the Chamber and the Member formed on these conditions
Chamber	North East Chamber of Commerce incorporated and registered in England and Wales with company number 02938084 whose registered office is at Aykley Heads Business Centre, Aykley Heads, Durham, DH1 5TS.
Chamber Materials	all documents, templates, presentations, guides, information, data, digital resources or other materials provided by the Chamber to the Member as part of the Membership Services.
Commencement Date	the date the agreement is signed
Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).
Initial Term	has the meaning given in clause 2.
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Member	any business or organisation whose membership application has been accepted by the Chamber and whose membership remains valid in accordance with these Conditions, including where Membership Fees are fully paid and up to date, or where a complimentary membership has been granted by the Chamber.
Member Equipment	any materials, items, or equipment provided by the Member to the Chamber for use in connection with the Membership Services.
Membership Fees	the fees payable by the Member for the Membership Services as described in these Conditions and applicable to their selected tier of membership, as set out in the Membership Subscription Form.
Membership Services	the services and benefits included within the Member's selected membership package as described in the Membership Schedule and as updated from time to time.
Membership Subscription Form	The digital form used by the member applicant to become a Member of the Chamber under these Conditions, containing relevant contact, billing, and company information.
Renewal Date	this is the date on which the Initial Term expires, and each anniversary of that date.
Renewal Term	has the meaning given in clause 2.
Term	the Initial Term and any Renewal Term.

1. MEMBERSHIP

- 1.1 Membership is available to registered, trading businesses that are primarily located or operating in North East England and who comply with applicable laws and regulations. The Chamber reserves the right to accept membership applications from businesses located outside the region.
- 1.2 The Chamber shall provide Membership Services to the member in accordance with the relevant membership package.
- 1.3 The Member must ensure that all information provided as part of its application is accurate and up to date.

2. COMMENCEMENT AND DURATION

- 2.1 Membership commences on the date that Agreement is signed by the Member applicant and shall continue for a 12-month period (Initial Term). The Agreement will renew automatically at the end of the Initial Term for successive 12-month periods (each a Renewal Term), unless notice is provided in accordance with clause 3.1.
- 2.2 The Member is permitted to enhance their membership package at any time during their membership by submitting a request in writing (email). Where requested part way through the membership term, the additional fees for the enhanced membership package will be calculated and paid by the Member pro rata for the remaining current term.
- 2.3 The membership tier or type entered as part of the membership Agreement may be simplified at any time *after* the first 12 months of becoming a member by the Member providing at least 30 days written (email) notice to the Chamber prior to the renewal date. Fee's will be revised accordingly and pro-rated for the remaining current term.

3. MEMBERSHIP CANCELLATION

- 3.1 The Member may at any time *after* the first 12 months of becoming a member cancel their Membership subscription by giving at least 30 days' written (email) notice.
- 3.2 The Member shall not be entitled to a refund of any membership fees paid to the Chamber upon ceasing to be a member for any reason within the first 12 months of becoming a member. Following this 12-month period, the Chamber can, *if* requested by the member, refund any membership fees paid by a member in advance, in respect of any period *following* the date of resignation (post 30-day notice period) and in accordance with clause 3.1.
- 3.3 If the Chamber continues to provide services during any remaining part of the Term for which payment is due but has not yet been made, the Chamber *may* issue an invoice for the outstanding amount. The Member must pay the invoice immediately upon receipt.
- 3.4 Cancellation of the Membership subscription does not cancel any rights, responsibilities, or claims that either party already has before the Agreement ends. This includes the right to seek compensation for any breach of the Agreement that happened before the termination date.
- 3.5 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:
 - 3.5.1 the other party commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;

- 3.5.2 enters into insolvency, administration, liquidation, or any arrangement with creditors (other than for solvent restructuring)
- 3.5.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 3.5.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.
- 3.6 Without affecting any other right or remedy available to it, the Chamber may suspend or terminate the Agreement with immediate effect by giving written (email) notice to the Member if:
 - 3.6.1 the Member fails to pay any amount due under the Agreement within 30 days of the due date for payment;
 - 3.6.2 it is discovered that the Member provided false or misleading information during the application process;
 - 3.6.3 the Chamber reasonably believes that the Member's conduct is detrimental to the Chamber's reputation or contrary to its values; or
 - 3.6.4 if the Member fails to comply with any other material obligation and does not remedy it within 14 days of notice, the Chamber may suspend or terminate the agreement.

The Chamber shall provide written reasons (via email) where reasonably practicable.

4. MEMBERSHIP FEES AND PAYMENT

- 4.1 A Member shall pay the membership fees annually in advance, either:
 - 4.1.1 in full by BACS transfer or such other method; or
 - 4.1.2 by way of monthly instalments under a direct debit arrangement agreed with the Chamber.
- 4.2 The Chamber shall invoice the Member for each 12-month period, payable in accordance with clause 4.1. Payment of invoices are due within 30 days of the date of the invoice, unless a direct debit arrangement is in place.
- 4.3 If any payment is not made at the expiry of two months after its due date, the Chamber may suspend Membership Services until payment is received in accordance with clause 4.2.
- 4.4 No refund is due if membership is terminated before the end of the Initial or Renewal Term. Members remain liable for fees up to the end of the period.
- 4.5 All fees are exclusive of VAT, which will be charged where applicable.
- 4.6 All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 4.7 The Chamber reserves the right to increase the membership fees on an annual basis with effect from each anniversary of the membership joining date. If the Member does not accept the revised membership fees, a member may terminate the Agreement in accordance with clause 3.1.
- 4.8 The Chamber may offer time-limited discounts or promotional rates. Unless stated otherwise, such discounts shall apply only for the period stated by the Chamber in its offer and not for any longer period and not to any Renewal Term. Charities, educational institutions and not-for-profit entities may be eligible for discounted fees.

5. CHAMBER'S RESPONSIBILITIES

- 5.1 The Chamber will use reasonable care and skill to provide the Membership Services. Any dates given are estimates only and not guaranteed.
- 5.2 The Chamber does not guarantee any specific results, commercial opportunities, or level of engagement. Any advice or support provided is for general guidance only and does not constitute professional or legal advice.
- 5.3 The Chamber may offer additional services from time to time, which may be subject to separate terms and additional fees. The Chamber may also amend the Services or these Conditions and will notify Members of any changes by email.
- 5.4 Membership may include access to events or activities. The Chamber may cancel, postpone, or reschedule events at its discretion and will not be liable for any related costs or losses.

6. MEMBER'S OBLIGATIONS

- 6.1 The Member shall:
 - 6.1.1 ensure that all information provided in the Membership Subscription Form and any other documents or forms sent to the Chamber are complete and accurate;
 - 6.1.2 comply with the [Chamber's Code of Conduct](#) available as updated from time to time
 - 6.1.3 ensure that the Chamber has up-to-date contact information for at least one representative of the Member;
 - 6.1.4 not use NECC branding, logos, or trademarks without prior written (email) approval, and ensure all correspondence (including digital communication) from the Chamber is reviewed and actioned;
 - 6.1.5 ensure any advertising or promotional activity must comply with ASA rules and other applicable regulations.

7. THIRD PARTY PROVIDERS

- 7.1 The Chamber may introduce or refer Members to third-party providers of goods or services. Any relationship between a Member and such providers is solely between them, and the Chamber is not responsible for the quality, performance, acts, or omissions of third parties. Members are responsible for carrying out appropriate due diligence and complying with any third-party terms and conditions.
- 7.2 The Chamber may receive commissions, referral fees, or other remuneration in connection with such introductions. This does not imply endorsement or guarantee of any third-party services or outcomes.
- 7.3 The Chamber is not liable for any loss, damage, or costs incurred by the Member arising from the use of third-party services.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 **Use of Chamber Materials:** The Member may only use Chamber Materials to access and benefit from Membership Services as intended under these Conditions. Any other use requires the Chamber's prior written (email) consent.
- 8.2 **Use of Member name and logo:** The Chamber may request permission to feature the Member's name and/or logo in promotional materials, member directories, or on the Chamber's website or social media.

- 8.3 **Licence:** If the Member provides written permission, they grant the Chamber a non-exclusive, royalty-free, revocable licence to use the Member's name and logo solely for the approved purpose. The Member may withdraw permission at any time with written notice, and the Chamber shall cease use within a reasonable period.

9. DATA PROTECTION

- 9.1 The Chamber will collect and process personal data of the Member in accordance with its [Privacy Policy](#) and in accordance with Data Protection Legislation
- 9.2 The Member consents to the Chamber using its contact details for membership administration, service delivery, and marketing purposes, subject to the Member's right to opt out of marketing communications.
- 9.3 Members shall keep login credentials confidential and notify the Chamber immediately of any suspected breach or unauthorised access.

10. LIMITATION OF LIABILITY

- 10.1 **Liability:** "Liability" means any legal responsibility arising under or in connection with this Agreement, whether in contract, tort (including negligence), misrepresentation, or otherwise. Nothing in this Agreement limits any liability that cannot legally be limited.
- 10.2 **Liabilities that cannot be limited:** These include death or personal injury caused by negligence, fraud or fraudulent misrepresentation, and breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession)
- 10.3 **Maximum liability:** Except for liabilities that cannot legally be limited, the Chamber's total liability to the Member shall not exceed the Membership Fees paid in the 12 months immediately preceding the date on which the claim was first made.
- 10.4 **Excluded losses:** Except as set out above, the Chamber shall not be liable for loss of profits, business, contracts, anticipated savings, loss or corruption of data, loss of goodwill, or any indirect or consequential loss.
- 10.5 **Application to Additional Services:** The liability limits in this section apply equally to any Additional Services offered by the Chamber under this Agreement.
- 10.6 **Survival:** This section survives termination of the Agreement.

11. ADDITIONAL SERVICES

- 11.1 The Chamber may offer additional services outside the core Membership Services. These services are subject to separate terms, eligibility criteria, fees, and compliance requirements (including trade and sanctions laws).
- 11.2 The Member must comply with any reasonable requirements or instructions communicated by the Chamber in connection with accessing or using Additional Services. Failure to comply may result in suspension or withdrawal of those services.

12. GENERAL & LEGAL

- 12.1 **Force majeure:** Neither party is in breach of this Agreement or liable for any delay or failure to perform obligations caused by events beyond reasonable control including acts of God, strikes, pandemics, IT failures, or government actions. In such cases, the Chamber may suspend services without liability until the event ceases."
- 12.2 **Notices:** All notices under this Agreement must be in writing and sent by email to contact last provided. Notices sent by email are deemed received the next working day.

- 12.3 **Confidentiality:** Each party shall keep confidential any information disclosed in connection with this Agreement and use it only to perform their obligations, except where disclosure is required by law or to professional advisers.
- 12.4 **Amendments & objection:** The Chamber may update these Conditions or other terms of the Membership Agreement by written notice (including email) or by publishing updates on its website. Material changes will generally have 30 days' notice unless required by law or not materially disadvantaging the Member. Continued use of Membership Services after changes take effect is deemed acceptance. If a Member does not accept any proposed changes, they may object in writing within 14 days. The Chamber and Member will then attempt to resolve the issue in good faith. If unresolved, the Member may terminate their Membership in accordance with clause 3.1.
- 12.5 **Assignment:** Members may not assign or transfer their rights or obligations under this Agreement without the Chamber's prior written consent.
- 12.6 **Governing Law & Jurisdiction:** This Agreement is governed by the law of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute arising out of or in connection with this Agreement.
- 12.7 **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. Each party acknowledges that it has not relied on any statement, representation, or warranty not set out in this Agreement.
- 12.8 **Third-Party Rights:** No person other than the parties may enforce any term under the Contracts (Rights of Third Parties) Act 1999.

END

We value your feedback! Whether you're happy with your Chamber Membership or think there's room for improvement, we'd love to hear from you. Please share your thoughts by emailing us at YourChamber@necc.co.uk.