

## **The Fisheries Membership Terms and Conditions**

*Last updated: 11th February 2021*

These are our membership terms and conditions which, together with your desk or office terms and our house rules, comprise the contract between us for your membership to The Fisheries and use of our space.

Please read these terms and conditions carefully before agreeing to them. These terms and conditions tell you who we are, our general rules of membership, how you and we may change or end the contract, what to do if there is a problem and other important information. When you become a member you will be bound by the terms of your contract with us, which includes these terms and conditions.

Your attention is drawn in particular to the following:

Paragraph 4 - when your contract will commence, the minimum term of your contract and when your contract will renew automatically;

Paragraph 14.4 - notice to end a community desk membership can be made up to the last day of the month and must be made in writing to [hello@thefisheries.london](mailto:hello@thefisheries.london);

Paragraph 14.4 - notice to end a private desk membership is one (1) clear calendar month (as defined in these terms and conditions) unless stated elsewhere;

Paragraph 14.4 - notice to end an office membership is three (3) clear calendar months (as defined in these terms and conditions) unless stated elsewhere;

Paragraph 13 - ways in which we exclude or limit our liability to you.

*Please note, we may revise these terms and conditions at any time by updating this page. You should visit this page periodically to review these terms and conditions, because they are binding on you.*

## OUR TERMS

### 1. DEFINITIONS AND INTERPRETATION

**1.1 Definitions.** In these terms and conditions, the following definitions apply:

**A member:** a member of the Fisheries that has executed a membership agreement and is either:

- i) a limited company, partner in a partnership or sole trader; or
- ii) an individual on their own account

(and **A membership** will be construed accordingly).

**Administration fee:** our fee for the administration involved in establishing your membership, as further defined in paragraph 6.3.

**B member:** an employee of an A member. B members do not enter into a membership agreement personally but by accessing our space they are subject to our house rules (and **B membership** will be construed accordingly).

**Space:** means any premises operated by us.

**Cancellation fee:** a fee to cover our reasonable administration costs associated with membership set-up and cancellation in the event you cancel your membership before it commences.

**Clear calendar month:** in relation to notice to terminate, the whole of a calendar month after the month in which notice of termination is given.

**Commencement date:** means the date when (the initial term of) your membership commences.

**Community desk:** means a desk over which no member has a fixed right and that is designated for use by members with a community desk membership only on a first come first served basis.

**Data protection laws:** the UK data protection laws and any other European Union laws and regulations relating to personal data in force from time to time which apply to the use of personal data.

**Deposit:** means the security deposit for certain membership types, as further defined in paragraph 7.

**Employment:** means the engagement of a B member by an A member as an employee or consultant in a core business activity of the A member (and **"employee"** will be construed accordingly).

**End date:** the last date of a membership term (whether an initial term or renewal term).

**Fee:** means the fee for your membership that you are responsible to pay to us in accordance with your membership agreement.

**"Fisheries":** means Fisheries London Ltd (trading as The Fisheries), the co-working space business which individuals have the opportunity to become members of, and is further defined in paragraph 2.1 (and **"we"**, **"us"**, **"our"** will be construed accordingly).

**Fisheries London Fields:** means our space at The Fisheries, 1 Mentmore Terrace, London E8 3PN.

**Guest:** means an individual non-member invited by a member to one of our spaces.

**House rules:** the rules governing our operation of, access to and within, and conduct of members, employees and guests within our spaces. Our house rules make up the membership agreement with you, together with these terms and conditions and where applicable your desk or office terms. We update our house rules from time to time, and the current version can be viewed on our website [here](#).

**Initial term:** the term of membership you commit to when you first become a member, as set out in your membership plan and confirmed to you by us by email at the start of your membership.

**Member:** means a member of the Fisheries, being an A member or B member.

**Member portal:** those sections of the website (which may include third party pages) that only members can access using their unique login.

**Membership:** your membership to the Fisheries as an A member or B member, subject to and in accordance with your membership agreement.

**Membership month:** any month within a membership term (initial membership term or renewal term) starting on the same date within the month as the date the relevant membership term started and ending on the date immediately prior in the subsequent month (for example, 15 June - 14 July).

**Membership term:** a term of your membership, being an initial term or renewal term.

**Office desk:** means a desk within a private office within one of our spaces with such other equipment as we may agree in the office desk terms. An office desk may be fixed or flexible, as further detailed in paragraphs 5.4-xx.

**Office desk terms:** refer to **desk or office terms** above.

**Other charges:** any and all charges you may be required to pay to us other than the fee.

**Private desk:** means a fixed desk within one of our spaces that is not in an office.

**Private desk or office desk terms:** means the specific commercial and/or non-standard terms that apply to private desk and office desk memberships (as appropriate), including without limitation membership duration, termination notice period and fee, and which form your membership agreement together with these terms and conditions and our house rules (and **private desk terms** and **office desk terms** are construed accordingly).

**Private desk terms:** refer to **private desk or office desk terms** above.

**Reception:** means the front desk in our space, including any members of the Fisheries team who is there from time to time.

**Renewal date:** the date when your membership renews (when a new membership term commences) in accordance with paragraph 4, being the date immediately following the end date of the previous membership term.

**Renewal term:** any consecutive membership term following your initial membership term.

**Restricted area:** any area within a space that we may restrict from members' use, temporarily or permanently, for any reason.

**Termination date:** the date when your membership agreement terminates (howsoever).

**Termination notice:** your notice to us in writing (including email) to terminate your membership, subject to and in accordance with the notice periods set out in the table in paragraph 14.4.

**Third party page:** a section of the website hosted and/or controlled by one or more third parties.

**Website:** our website at [www.thefisheries.london](http://www.thefisheries.london), including any third party pages.

**Working day:** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**"You", "your":** means you, being an A member, the subject of and named person in your membership agreement.

## **1.2 Interpretation:**

(a) A reference to a **paragraph** is to a paragraph of these terms and conditions.

(b) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

(c) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(d) A reference to **writing** or **written** includes email but not fax. Any email we send to you will be to the email address you confirm to us when you enter your membership agreement or, if different, as updated by you in your profile in our member portal (which you are responsible for keeping up to date), unless we have agreed otherwise with you in writing.

## **2. ABOUT US**

**2.1 Who we are.** We are Fisheries London Ltd a company registered in England and Wales. Our company registration number is 11883728. Our registered office is at Cambridge House, 16 High Street, Saffron Walden, Essex, England, CB10 1AX and our trading address is The Fisheries, 1 Mentmore Terrace, London E8 3PN. Our registered VAT number is 319992358.

**2.2 How to contact us.** You can contact us by writing to us at [hello@thefisheries.london](mailto:hello@thefisheries.london) or The Fisheries, 1 Mentmore Terrace, London E8 3PN, or via the member portal.

**2.3 How we may contact you.** If we have to contact you, we will do so by telephone, by writing to you at the email address or postal address you provided to us at the time of your membership agreement, or via the member portal.

## **3. OUR CONTRACT WITH YOU**

**3.1 The terms of our contract.** Your membership agreement is the contract between us governing your membership to Fisheries and comprises:  
**(a)** for a private desk or office membership, the desk or office terms and these terms and conditions and our house rules; and  
**(b)** for a community desk membership, these terms and conditions and our house rules.

**3.2 Formalising your membership.** Our contract will come into force when:  
**(a)** you and we have each signed and dated the membership agreement as required by us; and  
**(b)** we have received payment from you in cleared funds in accordance with our payment terms at paragraph 6 (Fees and payment).

**3.3 Authority.** For corporate A members only. By signing this membership agreement, you represent to us that you are authorised to sign on behalf of and bind the company named in your membership agreement.

**3.4 We may refuse membership.** This might be because we do not have capacity or we have to close all or part of our space, or because a credit reference we have obtained for you does not meet our minimum requirements, or for any other reason.

**3.5 Membership cards.** We provide a membership card to every individual A member and, for corporate A members, to such number of B members as stated in the applicable private desk or office desk terms. By using a membership card to access one of our spaces, a member acknowledges and agrees to our house rules (to the extent they have not already).

**4. MEMBERSHIP COMMENCEMENT, DURATION AND RENEWAL**

**4.1 When your membership starts.** Our memberships run on a calendar month basis. Your initial term will start on the commencement date or as specified in your private desk or office desk terms, unless otherwise agreed in writing. If your membership agreement is dated a day other than the first day of the month then your fee for the first membership month of will be pro-rated.

**4.2 How long your membership will last.** The minimum duration of your initial term and any subsequent renewal term will depend on the membership tier you have selected. In summary these are as follows:

	<b>Community desk</b>	<b>Private desk</b>	<b>Office desk</b>
<b>Initial term</b>	The period between commencement date and end of first membership month, up to 1 month	1-2 months unless otherwise agreed in your private desk terms	3-4 months unless otherwise agreed in your office desk terms
<b>Renewal term</b>	1 month	1 month unless otherwise agreed in your private desk terms	3 months unless otherwise agreed in your office desk terms

**4.3 Memberships renew automatically.** Once you are a member, unless you send us a termination notice in accordance with the notice periods specified in paragraph 14.4 (Cancellation and termination), a further membership term (a "renewal term") will start automatically on the renewal date in accordance with your private desk or office desk terms, subject always to paragraphs 4.5 (we are not obliged to renew your membership), 6.2 (changes to our fees) and/or paragraph 16 (changes to these terms and conditions).

**4.4 We will remind you before your renewal date.** We will send you an email reminder ("**renewal notice**") prior to the date your termination notice is due. The renewal notice will include, as a minimum: (i) how you may cancel automatic renewal of your membership agreement; (ii) any change to the amount or payment terms of the fee for the subsequent renewal term; and (iii) whether and how you may make changes to your membership agreement.

**4.5 We are not obliged to renew your membership.** Automatic renewal is subject always to our sole discretion, and we reserve the right not to renew for any reason. If we decide not to renew in accordance with this paragraph, we will provide the required notice as set out in the termination provisions in paragraph 14.

## **5. MEMBERSHIP TIERS**

**5.1 Your membership tier.** You will select your membership tier prior to contract. The membership tiers are:

- (a) community desk;
- (b) private desk;
- (c) office.

**5.2 Details of our membership tiers.** Details of our membership tiers available at any given time are set out on the website. Membership tiers may differ in a number of ways including as to (without limitation) fee, initial term and renewal term, notice periods, payment frequency, designated work space, number of B members and flexible membership. From time to time we may contact you with or otherwise promote alternative membership tiers.

**5.3 Number of B members.** This applies to corporate A members only. The number of B members permitted is the same as the number of desks specified in your office desk terms. If you require more B members than desks (for example, a flexible hot-desking arrangement), paragraph 5.4 will apply.

**5.4 Flexible desk memberships.** We also offer flexible arrangements including the following. These are subject to change at our sole discretion. Please speak to us for current pricing.

**(a) Office desks.** An A member with an office desk membership may allocate up to 2 B members to each office desk under such membership (less one where the A member is an individual). (*Example: an office desk membership for an office with 4 desks could have up to 8 B members (and 7 B members where the A member is an individual).*) All such B members must be specifically nominated in writing to us in advance. An administration charge of £25 will apply to any change of a B member (although this is subject to change from time to time at our discretion). This kind of membership is measured in 'member days', with an allocation of 20 days' access per desk. (*Example: an office desk membership for an office with 4 desks would provide 80 days' access.*) These days may be used by the B members (and the A member where the A member is an individual) in whichever proportions they decide but may not be split into periods of less than a day. It is your responsibility to monitor the days used. If you or your B members exceed your contractual days, you will be charged at our standard day rate.

**(b) Community desks.** An A member can purchase a flexi-pass providing 10 days' access over a 3-month period to use community (non-fixed) desk space. These days may not be split into periods of less than a day. It is your responsibility to monitor the days used. If you exceed your contractual days, you will be charged at our standard day rate.

**5.5 Private desk or office desk terms prevail over these terms and conditions.** For a community desk membership, only these terms and conditions

apply. For a private desk or office desk membership, specific terms are agreed in your private desk or office desk terms which together with these terms and conditions and our house rules comprise your membership agreement. Private desk or office desk terms will prevail over these terms and conditions in the event of a conflict.

## **6. FEES AND PAYMENT**

**6.1 Membership fees.** We advertise membership tiers and associated fees on our website. When you become a member you agree to pay the fee for the whole of the initial membership term, subject to any applicable notice period in these terms and conditions or your private desk or office desk terms. For each renewal term you agree to pay the fee for the whole of that renewal term, subject to any applicable notice period in these terms and conditions or your private desk or office desk terms.

**6.2 Changes to our fees.** We may change our fees from time to time. A change to our fees will not affect your membership agreement during the membership term in which the change takes place, but will apply in the subsequent membership term. We will give you as much notice of a change to our fees as we can, Further information about changes we may make to these terms and conditions and what you can do if you do not accept them can be found in paragraph 16 (Changes to these terms and conditions).

**6.3 Other charges.** During your use of the space you may purchase services or use facilities for which additional charges apply. Current pricing for other charges is set out in the member portal. Unless expressly excluded by your membership agreement, you will be required to pay an administration fee when you first become a member, and we will add this to our first invoice to you.

**6.4 When you pay.** We request payment of membership fees for private desk, office desk and community desk memberships in advance on or before the first day of each membership month and payment is due by the tenth day of the same month. The fee for your initial term is due and payable at the time you sign your membership agreement (including where your commencement date is deferred). Your membership agreement will only come into effect when we receive your fee and administration fee in cleared funds. If we do not receive such fees in cleared funds, or otherwise you do not contact us with suitable proof of your payment within 48 hours of signing your membership agreement, we may terminate the membership agreement with immediate effect, in which case paragraph 14.1 (Cancellation) will apply.

**6.5 How you pay.** For community desk memberships we require recurring card payments for fees and other charges. For private desk and office desk memberships we require a direct debit and will collect in a single payment each month your fees in advance and other charges in arrears. It is your responsibility to ensure you have sufficient funds in your nominated bank account at the time when payments are due.

**6.6 Failure to pay.** If you fail to pay any fee or other charge when due, we may at our discretion suspend any or all of your membership privileges (including access to Fisheries London Fields or any other space) until your account is brought current. If you repeatedly fail to meet payment dates, we may terminate your membership immediately by notifying you in writing (including by email).

**6.7 Your liability if we terminate for non-payment.** You will be liable for any costs we reasonably incur in collecting any unpaid fees and/or other charges from you. If we terminate a membership agreement for non-payment, you will be liable to us for fees until the date of our termination notice under paragraph 14.2 (including pro-rated for the month when we serve such notice).

**6.8 Late payment interest.** This is relevant to corporate A members only. If we do not exercise our right to terminate your membership agreement for your failure to pay, we may charge interest at 8% plus the Bank of England base rate on all outstanding fees and other charges after 30 days, and such interest will accrue daily.

## **7. SECURITY DEPOSIT**

**7.1** We require the deposit for membership agreements for an office or private desk.

**7.2** The deposit is equivalent to the value of:

- (a)** for a private desk, one month's fee; and
- (b)** for an office desk, one and a half months' fees,

and this is calculated by reference to our published fees on the date of the membership agreement, not including any discounts or other offers that may apply to your fees.

**7.3** The deposit is due and payable at the time you sign your membership agreement.

**7.4** If we do not receive the deposit in cleared funds, or otherwise you do not contact us with suitable proof of your payment within 48 hours of signing your membership agreement, we may cancel the membership agreement with immediate effect, in which case paragraph 14.1 (Cancellation) will apply.

**7.5** We will process the refund of your deposit (less any deductions, as applicable) to you within 20 working days of the date when your membership ends (howsoever).

## **8. BUSINESS RATES FOR PRIVATE DESK AND OFFICE MEMBERS**

**8.1** If you have a private desk or office desk membership, you hereby consent to us registering your company as the rates payer (and provide assistance as may be required to complete such registration) and we agree to pay all rates on your behalf.

**8.2** You agree to allow us to claim and keep any applicable small business rate relief that relates to payments made in respect of your company.

## **9. OUR INTELLECTUAL PROPERTY RIGHTS**

**9.1** You, your employees or guests may not use the names, logos, colours, trademarks, service marks, photographs, trade dress, pictures, illustrations, graphics or other identifying features of the Fisheries or Fisheries London Fields for any purpose (including without limitation in any communications, marketing, advertising or other promotional materials) without our prior written approval.

**9.2** Members may refer to themselves as members of Fisheries on their social media channels, blogs or for other non-commercial purposes.

## **10. HOUSE RULES**

**10.1** These terms and conditions incorporate our house rules, which you can view on our website [here](#).

**10.2** Our house rules apply to members, employees and guests, and we may at our discretion restrict membership privileges, evict individuals and/or

terminate membership for breach, always subject to and in accordance with the termination provisions in these terms and conditions.

## **11. DATA PROTECTION**

**11.1** We recognise that in operating a membership model, our business relies on the collection, storage and further use of your personal data, and as such the data protection laws apply. This paragraph 11 is in addition to, and does not relieve, remove or replace, our respective obligations or rights under the data protection laws.

**11.2** You and we both acknowledge that for the purposes of the data protection laws, you are the controller and we are the processor.

**11.3** In connection with the performance by us of our obligations under the membership agreement, we will:

- (a)** process that personal data only in accordance with the membership agreement unless we are required by law to otherwise process that personal data. Where we rely on applicable law as the basis for processing personal data, we will promptly notify you of this before such processing unless the applicable data protection law prohibits us from notifying you;
- (b)** ensure we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- (c)** ensure that all of our personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- (d)** not transfer any personal data outside of the European Economic Area unless we have your prior written consent and the following conditions are fulfilled:
  - (i)** we have provided appropriate safeguards in relation to the transfer;
  - (ii)** you have enforceable rights and effective legal remedies;
  - (iii)** we provide an adequate level of protection to any personal data that is transferred; and
  - (iv)** we comply with your reasonable instructions notified to us in advance with respect to the processing of the personal data;
- (e)** respond to your reasonable requests and ensure we comply with our obligations under the data protection laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f)** notify you without undue delay on becoming aware of a personal data breach;
- (g)** at your written direction, delete or return personal data and copies thereof to you on termination of the membership agreement unless required by applicable laws to store the personal data; and
- (h)** maintain complete and accurate records and information to demonstrate our compliance with this paragraph and immediately inform you if, in our opinion, an instruction from you infringes the data protection laws.

**11.4** You consent to us appointing third parties to process any personal data subject to and in accordance with our [privacy policy](#).

## **12. INDEMNITY**

You hereby indemnify, defend and hold Fisheries and our affiliates and our respective officers, directors, employees, consultants, contractors and agents harmless from any and all actions, suits, proceedings, claims and demands brought or made by any third party ("**third party claims**") and to pay

any settlements, awards, costs and expenses (including reasonable legal costs and disbursements) in connection with such third party claims (collectively, "losses"), to the extent such third party claim arises out of or relates to any breach of your membership agreement by you or any violation of the house rules by any of your guests.

### **13. LIABILITY**

**13.1 Exclusion of liability.** We will not be liable to you (nor to any of your employees or guests) for:

- (a) any losses from our breach of your membership agreement that were not foreseeable to us both at the time the contract came into effect;
- (b) any losses related to any business of yours such as lost revenues or profits, loss of data, loss of use, loss of cost or other savings or loss of goodwill or reputation, with respect to any claims based on contract, tort or otherwise (including, without limitation, negligence and strict liability) arising out of or in connection with your membership or use of our space; or
- (c) any death, personal injury or illness occurring at our space except to the extent that such death, personal injury or illness arises out of or in connection with our negligence.

**13.2 Limitation of damages.** Our maximum liability arising out of or in connection with your membership or our space whether in contract, tort, indemnity, breach of warranty or otherwise will not exceed, in the aggregate, all membership fees actually received by us from you in the membership term in which the event occurred from which such damages arose.

**13.3** Notwithstanding any other provision of these terms and conditions, nothing in these terms and conditions excludes or limits our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

### **14. CANCELLATION AND TERMINATION**

#### **Cancellation**

**14.1** If you enter into a membership agreement and before such start date:

- (a) you decide to cancel your membership, you will be liable to us for:
  - (i) if cancellation is 14 days or less prior to the commencement date, 100% of your deposit or, in the case of a community desk membership, the fee (including any pro rata discount) for your first membership month;
  - (ii) if cancellation is more than 14 and less than 30 days prior to the commencement date, 50% of your deposit or, in the case of a community desk membership, the fee (including any pro rata discount) for your first membership month; or
  - (iii) if cancellation is 30 days or more prior to the commencement date, nothing;
- (b) we decide to cancel your membership, we will refund to you the deposit and any fee paid, save for where we cancel pursuant to paragraph 7.4 (Security deposit), in which case we will refund to you the deposit and any fee paid less our cancellation fee.

#### **Termination**

**14.2** We may terminate your membership immediately without further liability to you by notifying you in writing if you:

- (a) fail to pay to us any fee or other charge by its due date;
- (b) breach a material term of your membership agreement (including these terms and conditions); or

(c) repeatedly breach your membership agreement (including these terms and conditions).

**14.3** If we terminate your membership pursuant to paragraph 14.2, you will be liable to us:

(a) in the case of community desk membership, for all fees and charges to the end of the month in which our notice is served; and

(b) in the case of private desk or office membership, for all fees and charges to the date of notice and for all fees until the expiry of the membership term in which our notice is served.

**14.4** You may terminate your membership at any time by sending us a termination notice in accordance with the following table (in which case you will be liable to us for your fees and other charges until the expiry of the notice period):

	<b>Community desk</b>	<b>Private desk</b>	<b>Office</b>
<b>Termination notice period</b>	Any time before the last working day of the month in order for membership to terminate at the end of that month.	1 clear calendar month.	3 clear calendar months.
<b>Examples</b>	<p><i>Written notice to terminate received on Friday 29 June: membership terminates at the end of June.</i></p> <p><i>Written notice to terminate received on Friday 30 June: membership terminates at the end of July.</i></p>	<p><i>Written notice to terminate received on Friday 30 June: membership terminates at the end of July.</i></p> <p><i>Written notice to terminate received on Friday 1 July: membership terminates at the end of August.</i></p>	<p><i>Written notice to terminate received on Friday 30 June: membership terminates at the end of September.</i></p> <p><i>Written notice to terminate received on Friday 1 July: membership terminates at the end of October.</i></p>

**14.5** You may terminate your membership with 30 days' notice to us in writing without further liability to us if you (being an individual A member or a company director of a B member):

(a) have suffered a significant physical disability which has incapacitated you for a period in excess of six months;

(b) die (and your estate will be relieved of the obligation for further payment hereunder);

(c) move your primary residence more than 50 miles from any space (as demonstrated in writing to our reasonable satisfaction); or

(d) have collected unemployment benefits for at least 4 consecutive weeks (as demonstrated in writing to our reasonable satisfaction).

**14.6** You may terminate your membership immediately without further liability to us by notifying us in writing if we:

(a) breach a material term of your membership agreement (including these terms and conditions); or

(b) suspend or cease to carry on all or a substantial part of our business.

**14.7** We may terminate your membership immediately for any reason not otherwise referred to in this paragraph 14 by notifying you in writing, in which case you will have no liability to us other than any sums outstanding at the date we so notify you.

**14.8** If your membership agreement is terminated pursuant to paragraph 14.6 or 14.7, we will refund you any membership fees paid for the period after such termination, and you will not be liable to us for any fees for the remaining part of your membership term.

## **15. OBLIGATIONS ON TERMINATION**

**15.1** Following expiry or termination of your membership, you will leave your office (including the office desks and other furniture provided) or private desk (as applicable) clean and tidy and with all modifications removed and/or made good to our reasonable satisfaction.

**15.2** For any cleaning, tidying or making good we have to do to return the condition of your office (including the office desks and other furniture provided) or private desk (as applicable) to a reasonable condition following the expiry or termination of your membership, we may at our discretion deduct a reasonable sum from your deposit for our cost to do so.

**15.3** If you have used our registered office address service during the period of your membership, such service will end on the date of expiry or termination of your membership. You agree that you will update Companies House immediately following such expiry or termination. You acknowledge that after our registered office address service ends, we will be under no obligation to you regarding any post or other items we receive that are addressed to you, and we may at our discretion destroy or return to sender without obligation or liability to you.

## **16.1 CHANGES TO THESE TERMS AND CONDITIONS**

**16.1** We may make minor changes to these terms and conditions from time to time as we deem necessary in our sole discretion or to comply with any law or regulation. We will notify you when any such changes have been made.

**16.2** We will notify you of any material change to these terms and conditions in writing sufficiently in advance so that you have the opportunity to opt out of membership renewal if you do not accept our change. We aim to provide you with not less than 1 month's notice of such a change prior to the end date of your current membership term. If the date on which we notify you of the change is less than 1 month prior to such end date, we will extend your current membership by 1 month on the same terms. At the expiry of that 1 month extension, unless you have notified us of your wish to cancel your membership, your membership will renew (incorporating the updated terms and conditions).

## **17. MISCELLANEOUS**

**17.1 Force majeure.** Except for the payment of any amounts due hereunder, non-performance by either you or us will be excused to the extent that performance is prevented or delayed by events, circumstances or causes beyond our reasonable control, including without limitation epidemic, pandemic or other civil emergency and any government measures implemented in response to the same, and not caused by the negligence of the non-performing party. Notwithstanding the foregoing, so long as we remain lawfully open and operational (including with additional restrictions in place), your obligations under this agreement will continue.

**17.2 Assignment and other dealings.**

(a) Subject to paragraph 17.2(b), neither you nor we may assign or otherwise transfer any of our rights or obligations under your membership agreement.

(b) We may assign or otherwise transfer any or all of our rights and obligations under the membership agreement to any of our affiliates or in connection with a merger, consolidation, sale of equity interests, sale of all or substantially all of our assets or other change of control transaction, provided that such assignment or transfer does not adversely affect or materially reduce your rights under the membership agreement. The membership agreement is binding upon and will inure to the benefit of each party and, in the case of Fisheries only, our permitted successors or assignees.

**17.3 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

**17.4 Entire agreement.** The membership agreement (comprising these terms and conditions, your membership plan and our house rules) sets forth the entire agreement between you and us as to its subject matter and supersedes all prior agreements, negotiations, representations, and promises between us with respect to its subject matter.

**17.5 Waiver.** A waiver of rights under the membership agreement will not be effective unless it is in writing and signed by the party that is waiving the rights. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**17.6 Severance.** If any provision or part-provision of the membership agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the membership agreement.

**17.7 Third party rights.** We agree that a person who is not a party to the membership agreement will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the membership agreement.

**17.8 Governing law and jurisdiction.**

(a) The membership agreement, and any and all disputes directly or indirectly arising out of or relating to it, will be governed by and construed in accordance with the laws of England and Wales.

(b) In the unlikely event that a dispute arises between us out of or in connection with the membership agreement, you and we agree to refer to the courts of England and Wales, and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.