

## Shop Cornish Membership Terms & Conditions

**Welcome to Shop Cornish!** Please take time to read and understand these Membership Terms and Conditions (“**Terms**”). They govern your use of our services as a member.

### 1. Definitions & Interpretations

- 1.1 **Agreed Payment Plan:** means a personal agreement with the Client for them to pay over an agreed period of time.
- 1.2 **Applicant:** the person (acting in the course of business), firm or company that applies for a Membership.
- 1.3 **Application:** means the application by the Applicant to Shop Cornish for a Membership using the Booking Form.
- 1.4 **Benefits:** means benefits offered with the Membership, such as: a profile on the Website (which includes the Client’s logo, product images, a short bio and a ‘Meet the Maker’ bio and image); priority stand bookings at Exhibitions and Partner Events; homepage feature(s) on the Website; discounts on billboard advertising; social media shoutouts; and Client company news sharing.
- 1.5 **Booking Form:** means the form that must be completed online by the Applicant acknowledging acceptance of these Terms.
- 1.6 **Business Day:** a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business.
- 1.7 **Cancellation Charges:** means the cancellation charges set out in condition 7.
- 1.8 **Client:** any person (acting in the course of business), firm, company whose Application has been accepted by Shop Cornish.
- 1.9 **Client’s Marks:** The Client’s main trade marks, together with any accompanying artwork, design, slogan, text and other collateral marketing signs or images of the client products and brand.
- 1.10 **Contract:** means these Terms, the Booking Form.
- 1.11 **Exhibition:** means a Shop Cornish associated event or tradeshow
- 1.12 **Final Balance:** the total cost of Membership (annually).

- 1.13 **Intellectual Property Rights:** patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade 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, 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.
- 1.14 **Membership:** Annual membership which entitles the Client to a minimum one-year profile on the Website and the benefits associated and offered to the Client from time to time.
- 1.15 **Notice of Non-Acceptance:** means a notice of a rejected Application.
- 1.16 **Partner Events:** Events or tradeshow organised by Live Events South West or any other Shop Cornish associated events or tradeshow.
- 1.17 **Priority Bookings:** Where the Client is invited to book an exhibition or trade stand at a Shop Cornish associated event or tradeshow or invited to advertise on Trailer or Billboard Adverts.
- 1.18 **Shop Cornish:** Shop Cornish Ltd, a company registered in England and Wales under company number 13293122 and with its registered office at Tre-Ru House, The Leats, Truro, Cornwall, England TR1 3AG. It's main trading address is Meridian House, Heron Way, Newham, Truro, Cornwall TR1 2XN.
- 1.19 **Shop Cornish Marks:** the trademark "Shop Cornish" and such other marks which are confirmed in writing by Shop Cornish and may be used by the Client in connection with the Membership.
- 1.20 **VAT:** Value Added Tax
- 1.21 **Website:** [www.shopcornish.com](http://www.shopcornish.com)

## 2. Making an Application

- 2.1 The Application shall be made by submitting online the completed Booking Form to Shop Cornish. By clicking "Yes" under the words "I accept and agree to the Terms & Conditions of Shop Cornish Ltd" the Applicant confirms that they accept these Terms.
- 2.2 If the Applicant clicks "No", Shop Cornish will prevent the Applicant from submitting the Booking Form.

- 2.3 The Applicant's submission of a Booking Form to Shop Cornish in accordance with condition 2.1 constitutes a request by the Applicant for Membership on these Terms, and a request will remain open for acceptance by Shop Cornish. Once the Booking Form is submitted the Contract shall come into existence and the annual booking shall be deemed to have begun ("**Commencement Date**")
- 2.4 No request placed by the Applicant shall be accepted by Shop Cornish other than in accordance with the provisions of condition 2.1.
- 2.5 If the completed Booking Form has been received but not accepted by Shop Cornish a Notice of Non-Acceptance will be issued by Shop Cornish within 1 month and, where necessary, any payment made may be refunded to the Applicant within 1 month.

### **3. Membership Benefits**

- 3.1 Shop Cornish shall provide the Benefits to the Client in accordance with these Terms conditions. Shop Cornish shall:
- (a) provide the Benefits with reasonable care and within reasonable time of the Commencement Date;
  - (b) use reasonable endeavours to provide the Benefits;
  - (c) comply with all applicable laws, statutes, regulations from time to time in force provided that Shop Cornish shall not be liable under these Terms if, as a result of such compliance, Shop Cornish is in breach of any of the obligations under these Terms
- 3.2 The availability of the Benefits might be affected by events beyond the reasonable control of Shop Cornish. If so, there might be a delay before the Client can access the Benefits.
- 3.3 Priority Bookings at Exhibitions and Partner Events are not guaranteed.
- 3.4 Priority and discounted rates of advertising trailers and billboard events cannot be guaranteed.

### **4. Client Obligations:**

- 4.1 The Client shall:
- (a) comply with the Terms and any other terms or rules and regulations issued from time to time by Shop Cornish in relation to the Shop Cornish Membership;
  - (b) ensure that the information inserted on the Booking Form and any information it provides to Shop Cornish is complete and accurate;
  - (c) cooperate with Shop Cornish in all matters relating to the Shop Cornish Membership;

- (d) provide Shop Cornish with such information and materials as Shop Cornish may reasonably require in order to organise and promote Shop Cornish, and ensure that such information is complete and accurate in all material aspects;
- (e) supply all content in a timely fashion to ensure full benefit of the booking term and Membership; and
- (f) obtain and maintain all necessary licences, permissions and consents which may be required for Shop Cornish promotion.

4.2 If Shop Cornish's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("**Client Default**"):

- (a) without limiting or affecting any other right or remedy available to it, Shop Cornish shall have the right to suspend the Client's Membership until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays Shop Cornish's performance of any of its obligations;
- (b) Shop Cornish shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Shop Cornish's failure or delay to perform any of its obligations as set out in this condition 4; and
- (c) the Client shall reimburse Shop Cornish on written demand for any costs or losses sustained or incurred by Shop Cornish arising directly or indirectly from the Client Default.

4.3 Shop Cornish will not be liable for any omissions or misrepresentations of the Client's brand or products displayed on the Website or any of its social media channels, including but not limited to Facebook, Instagram and Twitter.

4.4 In no event shall Shop Cornish be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with the Website. The Client agrees to indemnify and hold Shop Cornish harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of these Terms.

## **5. Membership Payments**

5.1 Shop Cornish shall invoice the Applicant in respect of the Final Balance at any time after it receives the initial Application from the Applicant. The Final Balance shall be payable by the Client within seven Business Days of the date of the invoice.

5.2 Shop Cornish may offer the Client the option to make payments for Membership under an Agreed Payment Plan. Agreed Payment Plans come with a higher payment charge and payments are contractually broken down as quarterly payments payable every three

months after the first payment is made unless alternative arrangements are agreed in writing with the client.

- 5.3 All payments shall be made by BACS transfer (Direct Debit) to the bank account nominated by Shop Cornish and shall be subject to the notice period and cancellation conditions set out in condition 6.
- 5.4 The Client agrees:
- (a) to execute any direct debit mandate or other documents that may be required to authorise Shop Cornish to collect Membership payments by direct debit;
  - (b) in respect of annual payments, unless the Client has served notice to cancel its Membership in accordance with condition 9, after the end of the initial 12-month term, payment of the Final Balance for the next Membership term shall be collected one week prior to the end of the current Membership term;
  - (c) in respect of Agreed Payment Plans, unless the Client has served notice to cancel its Membership in accordance with condition 9, payments shall be collected on the relevant payment date agreed between the Client and Shop Cornish;
  - (d) if a payment is declined then the Client shall either arrange for the missing payment to be made within seven Business Days of the payment date or it shall provide a new direct debit mandate, otherwise Shop Cornish reserves the right to charge a late payment fee of £35 plus VAT and/or to cancel the Membership immediately without further notice to the Client.
- 5.5 Payments will continue to be collected unless and until Membership is cancelled in accordance with condition 6 (Membership Cancellation) and the direct debit is cancelled by the Client. Shop Cornish shall not refund any Membership payments taken where the Client has failed to comply with the cancellation requirements set out in condition 6 (Membership Cancellation) when cancelling its Membership.
- 5.6 Shop Cornish shall notify the Client with 5 weeks' notice of any increase or decrease in Membership costs.
- 5.7 If the Client fails to pay the Final Balance in accordance with conditions 5.1 and 5.2 above, Shop Cornish reserves the right to cancel the membership according to condition 6 below.
- 5.8 Late payments will also incur an administration charge of £25 plus VAT per week until payment has been made.

5.9 All amounts due under the Contract 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).

## **6. Membership Cancellation**

6.1 The Membership acts as a rolling contract. If the Client wishes to cancel the Membership, they must give 4 weeks' written notice prior to the end of the one-year minimum term. For the avoidance of doubt, no refund shall be provided in respect of any payments collected if the Client does not comply with the relevant terms for cancellation set out herein or for cancellation during the minimum one-year term.

6.2 If the Client wishes to cancel the Membership, then written notice of such cancellation must be served on Shop Cornish in accordance with condition 12.

6.3 Late cancellation will incur a charge of 40% of the package agreed.

6.4 Shop Cornish reserves the right to cancel any Membership without liability or compensation and without notice to the Client.

6.5 Shop Cornish will cancel the Membership and reimburse the Client with a pro rata amount of the Final Balance fee paid in the following circumstances:

- (a) if Shop Cornish cancels the Client's stand at an Exhibition; or
- (b) if the Client does something damaging to the reputation of Shop Cornish

## **7. Promotion and Presentation**

7.1 The Client acknowledges that Shop Cornish shall have sole discretion to organise and promote the Client in such manner as Shop Cornish considers appropriate, including but not limited to Website, social media and online and printed advertisements. Shop Cornish reserves the right to amend or vary the manner or methods of such organisation and promotion without explanation or liability to the Client and the Client acknowledges that any statements made by or on behalf of Shop Cornish as to the Website or Partner Events visitor projections, methods or timing of promotional activities shall constitute only general indications of Shop Cornish's promotion.

7.2 The Client acknowledges that Shop Cornish reserves the right to take photographs or create video footage at any Partner Events, to be used in promoting Shop Cornish. The Client hereby waives any right to prevent Shop Cornish using any images or footage taken at Partner Events of the Client in such promotional or advertising material.

- 7.3 Shop Cornish may at its absolute discretion share and grant a licence to use any images or video footage with the Client for the Client's own promotional material if requested by the Client in accordance with condition 8.5.
- 7.4 Shop Cornish reserves the right to demand to view and if deemed reasonable destroy any advertisements or social media posts or Shop Cornish logo uses associated to the Client's Membership immediately.

## **8. Intellectual Property Rights**

- 8.1 Shop Cornish and the Client acknowledge as follows:
- (a) all rights in the Client's Marks, including any goodwill associated with them, shall be the sole and exclusive property of the Client, and Shop Cornish shall not acquire any rights in the Client's Marks; and
  - (b) all rights in the Shop Cornish Marks, including any goodwill associated with them, shall be the sole and exclusive property of Shop Cornish and the Client shall not acquire any rights in the Client's Marks.
- 8.2 The Client grants and Shop Cornish accepts a worldwide, sub-licensable, non-exclusive, royalty free licence to use the Client's Marks in perpetuity to promote the Client, and any events organised by Shop Cornish, in any media including use on promotional material during the term of the Contract.
- 8.3 The Client grants Shop Cornish a fully paid-up, non-exclusive, royalty-free, non-transferable licence to modify any materials provided by the Client to Shop Cornish in perpetuity to promote Shop Cornish, and any events organised by Shop Cornish, in any media including use on promotional materials during the term of the Contract.
- 8.4 Shop Cornish grants and the Client accepts a worldwide, non-exclusive, royalty free licence to use Shop Cornish Marks during the term of the Contract to promote its Membership.
- 8.5 Shop Cornish grants to the Client or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to use Shop Cornish materials (excluding materials provided by the Client) for the purpose of promoting their Membership.
- 8.6 All Intellectual Property Rights in and to any materials produced for the Shop Cornish brand, by or on behalf of Shop Cornish or jointly by Shop Cornish and the Client shall, with the exception of the Client's Marks, be the sole and exclusive property of Shop Cornish and if the Client acquires, by operation of law, title to any such Intellectual Property Rights it shall assign them to Shop Cornish on request, whenever that request is made.

- 8.7 The Client shall not sub-license, assign or otherwise transfer the rights granted in condition 8.2.
- 8.8 The Client undertakes to ensure that its advertising, marketing and promotion promote its Membership shall not reduce or diminish the reputation, image and prestige of Shop Cornish Marks.
- 8.9 The Client shall not, nor directly or indirectly assist any other person to, do or omit to do anything to diminish the rights of Shop Cornish in Shop Cornish materials.
- 8.10 A breach of condition 8.8 and condition 8.9 shall be deemed a material breach of the Contract.

## **9. Confidentiality**

- 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 condition 9.2.
- 9.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this condition 10; and
  - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

## **10. Availability of the Website and Disclaimers**

- 10.1 The Website and our online services are provided "as is" and on an "as available" basis. Shop Cornish gives no warranty that the Website or our online services will be free of defects and/or faults. To the maximum extent permitted by the law, Shop Cornish provides no warranties (expressed or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Shop Cornish is under no obligation to update information on the Website.
- 10.2 Whilst Shop Cornish uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, Shop Cornish give no warranty or guarantee in that regard and all users take responsibility for their own security, that of their personal details and their computers.



- 10.3 Shop Cornish accepts no liability for any disruption or non-availability of the Website.
- 10.4 Shop Cornish reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise,

## **11. Limitation of liability**

11.1 Nothing in these terms and conditions will:

(a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable;

(b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or

(c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

11.2 We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

11.3 To the maximum extent permitted by law, Shop Cornish accepts no liability for any of the following:

(a) any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;

(b) loss or corruption of any data, database or software;

(c) any special, indirect or consequential loss or damage.

## **12. Notices**

12.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service to the address listed in condition 12.2, or such other address as that party may notify the other.

12.2 The addresses for service of notices are:

(a) Organiser:

FAO: Andrew Weaver

Shop Cornish Limited, Meridian House, Heron Way, Newham, Truro TR1 2XN

(b) Client:

Registered office (if a company) or its principal place of business (in any other case).

12.3 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting.

12.4 This condition 12 does not apply to the service of any proceedings or other document in any legal action or, where applicable, any other method of dispute resolution.

### **13. Complaints**

If the Client wishes to contact Shop Cornish for any reason other than the service of notices, which shall be served in accordance with condition 11, including because the Client has any complains, please contact us by email at **hello@shopcornish.com**.

### **14. How we may use your personal information**

We will only use your personal information as set out in our [www.shopcornish.com/privacy-policy](http://www.shopcornish.com/privacy-policy).

### **15. Other important terms**

15.1 Shop Cornish reserves the right to amend the Terms at any time where required due to any changes in any law or regulation.

15.2 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract.

15.3 You may only transfer your rights or your obligations under this Contract to another person if we agree to this in writing.

15.4 This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.5 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.6 If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase

you, but we continue to provide the products, we can still require you to make the payment at a later date.

- 15.7 These Terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 15.8 All costs and payments throughout these Terms (as defined below) are exclusive of VAT and as such VAT at the current rate must also be added to any quotes costs and payments.
- 15.9 The Applicant confirms that the person completing the online Booking Form on behalf of the Applicant has full authority to do so and bind the Applicant.
- 15.10 Nothing in the Contract 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.
- 15.11 The Contract (together with the documents referred to in these Terms) constitutes 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 this subject matter.
- 15.12 Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in any Contract.