

Sheffield Digital Limited

Terms and Conditions of Membership

Sheffield Digital Limited (Sheffield Digital) is an association for businesses and individuals involved in the digital technology industries in South Yorkshire.

Membership of Sheffield Digital raises your profile and provides exclusive Benefits. Please find a list of the Benefits here <https://sheffield.digital/membership/>.

HOW TO BECOME A MEMBER

To become a Member of Sheffield Digital (“Membership”), you can either complete the online application which can be found here at the relevant link below, or contact our membership co-ordinator via info@sheffield.digital.

Individuals: <https://sheffield.digital/membership/individual-membership/>

Companies: <https://sheffield.digital/membership/company-membership/>

You can pay for your membership either annually or by monthly subscription. We accept bank payments via BACS or credit or debit card payments via our website. To pay annually by BACS, please contact info@sheffield.digital to request an invoice with our bank details. To set up a monthly subscription using a credit or debit card, please go to our website using the appropriate link above.

A company, organisation or individual who has paid a Membership Fee will be considered a Member, and will be entitled to the Benefits subscribed determined by the Membership Fee paid. A contract is formed upon receipt of the Membership Fee. Sheffield Digital reserves the right to consider that such a contract has not been formed until full payment of the Membership Fee is received. These terms and conditions (Terms) apply to our contract with you (Contract) for the service we provide to you via our website (Site).

MEMBERSHIP FEE

The Membership for companies consists of a range of categories, including a category for freelancers and a category for start-ups. Descriptions of these categories and their benefits can be found here:

<https://sheffield.digital/membership/company-membership/>.

For individuals, details and benefits can be found here:

<https://sheffield.digital/membership/individual-membership/>

The fee for annual and monthly Membership for each category (“Membership Fee”) can also be found at the links above.

This Membership Fee includes the Benefits (listed above) plus any other benefits or offers which we notify you of, either on our Site or by e-mail. We reserve the right to make changes to the Benefits provided from time to time. The purpose of the Membership Fee is to cover associated costs with providing Benefits and events for our Members as part of the association, for example and without limitation, to recover third party provider’s charges and expenses.

All Membership Fees quoted are exclusive of VAT which shall be paid at the rate and in the manner for the time being prescribed by law. Please note that any bank charges incurred by a Member in the course of payment of the Membership Fee are the sole responsibility of the Member, and will not be covered by Sheffield Digital.

If the Membership Fee applicable to your first year of Membership is not paid within 30 days of the invoice date, then Sheffield Digital reserves the right to automatically terminate your Membership.

The Membership Fee shall automatically renew upon each anniversary date unless either party submits a termination request in writing by email or by cancelling via our Site. If you pay annually, we’ll send you a reminder and your membership will be payable within 30 days of the renewal date. If you pay monthly, your subscription will continue automatically unless you cancel it. You can manage or cancel your subscription here: <https://sheffield.digital/membership-account/>

If payment is not received within 30 days of the renewal date, we will have the right to automatically terminate your Membership.

HOW TO CANCEL YOUR MEMBERSHIP

Any Member wishing to terminate their Membership, whether paid annually or monthly, shall do so by giving Sheffield Digital one month’s notice, either by emailing us at info@sheffield.digital or via the Membership Account page on our Site: <https://sheffield.digital/membership-account/>

For the avoidance of doubt, termination of the Membership for any reason shall not entitle a Member to any refund of the annual sum due.

OUR RIGHTS TO END YOUR MEMBERSHIP

Sheffield Digital reserves the right to cancel or suspend a Membership if:

1. You do not pay the Membership Fee;
2. You breach these terms or the terms that govern our Site;
3. It comes to our notice that we have been provided with false or inaccurate information;

4. A company requesting Membership is engaged in unprofessional, questionable or illegal business practices
5. A Member, their company or any of its representatives is considered to be engaging in acts of gross misconduct;
6. The information provided in your membership application form is inaccurate; or
7. You use our Site to engage in any unlawful or criminal activity in connection with your use of the Site

Details of the Sheffield Digital code of conduct can be found here:

<https://sheffield.digital/events/meetup-code-of-conduct/>

and here: <https://sheffield.digital/slack-code-of-conduct/>

OUR RIGHTS TO CHANGE YOUR MEMBERSHIP FEE

We reserve the right to increase your membership fee at any time. If we plan to increase your membership fee, we will make every reasonable effort to give you at least one month's notice. We will give you notice of any change to your membership fee by email.

LIMIT OF OUR RESPONSIBILITY TO YOU

Sheffield Digital provides as well as the Benefits, news items and information on events and business opportunities for general use and in good faith. If you use any of the information that you gain through your Membership for any commercial or business purposes, we will have no liability to you for any loss of revenue, profit or business, business interruption or loss of business opportunities.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence; or for fraud or fraudulent misrepresentation.

We do not give any warranty that the Site or any services we provide are free from viruses or anything else that may have a harmful effect on any technology.

Whilst we will attempt to allow you uninterrupted access to the Site, access may be suspended, restricted or terminated at any time. Your access to the Site may also be restricted from time to time to allow for repairs, maintenance or the introduction of new services or facilities. You will not be entitled to a refund for membership fees paid during any downtime of the Site.

USE OF INFORMATION PROVIDED TO YOU BY US OR OUR PROVIDERS

All information available through our Site and third parties will be used in accordance with our data protection and privacy policy, which you can view here: <https://sheffield.digital/data-protection-policy/>.

Any information supplied by Sheffield Digital, either directly, or through our events, web portal, reports, newsletters, etc. may be republished, providing that we are given recognition for this and that a link back to our website (<https://sheffield.digital/>) is noted on any re-publication.

Members are solely responsible for assessing the appropriateness or otherwise of entering into contractual or other arrangements with any third party as a result of accessing this information. Sheffield Digital does not guarantee the accuracy of any information supplied nor do we take any responsibility for the use of this information by others.

Members should ensure that any information they post on our Site or platforms or provide to Sheffield Digital does not infringe any copyright or intellectual property right, is not defamatory, unlawful, harmful, threatening, embarrassing, vulgar or obscene, racial, or in any way objectionable. If any such posts are deemed unacceptable by us under the broad and indicative headings detailed above, we reserve the right to remove such posts without warning and terminate your membership without notice.

All Members undertake not to upload to, send or receive via, the Site any computer viruses or other material which may interrupt, interfere with, corrupt or otherwise cause loss, damage, destruction or limitation to the functionality of the Site, any software or computer equipment.

USE OF YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our data protection and privacy policy which can be found here <https://sheffield.digital/data-protection-policy/>

INTELLECTUAL PROPERTY

All intellectual property rights in or arising out of or in connection with the Site will be owned by us.

We grant you a limited, personal, non-transferable, non-exclusive, revocable licence to access and use the Site in accordance with this Contract.

GENERAL

These terms may be modified by us at any time and without notice. A copy of the Terms and Conditions of Membership will always be available on our Site.

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

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 these terms, we reserve the right to require you 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 of your Membership Fee and we do not chase you but we continue to provide the Benefits, we can still require you to make the payment at a later date.

These terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

You agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Sheffield Digital Limited
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