



SuffolkForward Network Terms and Conditions

1. Interpretation

Definitions:

“Annual Membership Fee” means the one-off annual fee charged to Members as published on the Suffolk Mind website.

“Contract Term” means the period from 1st January to 31st December.

“Events” constitutes the in person and virtual events that the Network organises in each Contract Term.

“Guest Fee” means the fee charged per agreed guest.

“Individual Member” means the person who is named on the Membership order form and for whom, following acceptance by the Network, the Network has agreed to provide services to (1 named space per event), in accordance with these terms.

“Members Directory” means the page on the Network’s Website that details the Company Name of each member.

“Membership” means the period of time when a Member is contracted to the Network.

“Membership Fee” means the payment made by a Member to the Network to cover membership costs for the Contract Term.

“Membership Term” means a period of 12 months from 1st January 2024 to 31st December 2024.

“Membership Organisation” means the Company who is named on the Membership order form and for whom, following acceptance by the Network, the Network has agreed to provide services to (3 un-named spaces per event), in accordance with these terms.

“Monthly Membership Fee” means the monthly fee charged to Members who opt to spread payments over 12 monthly direct debit instalments, as published on the Suffolk Mind website and available to purchase via GoCardless.

“Network” means The SuffolkForward Network by Suffolk Mind

“Specified Service” means the service provided by the Network and set out in clause 3 to these Terms and Conditions.

“Terms and Conditions”: means the terms and conditions of Membership set out below.

“Website”: means the network’s website www.suffolkmind.org.uk/sfn



2. Agreement to these Terms

When applying for Membership of the Network, the Member confirms that they have read and agree to be bound by these Terms and Conditions.

3. Supply of the Specified Service

3.1 The Network shall at its sole discretion provide the following Specified Service to the Member:

- (a) Listing in the Member's directory on www.suffolkmind.org.uk/sfn;
- (b) a SuffolkForward digital pin for use on your email signature strip or website;
- (c) regular email communication promoting forthcoming Events;
- (d) opportunity to attend a set programme of 5 networking Events plus 1 social event per Membership Term;
- (e) opportunity to meet and network with like-minded business owners and professionals
- (f) the opportunity to invite 2 members to the network as your guest per Membership Term.

3.2 The Specified Service is given to the Member subject to these Terms and Conditions.

3.3 The Network shall use its reasonable endeavours to provide the Specified Service within the advertised times.

3.4 The Network may at any time without notifying the Member make any changes to the Specified Service which are necessary to comply with any safety or other statutory requirements and/or which do not materially affect the nature or quality of the Specified Service.

3.5 Any other changes or additions to the Specified Service or to these Terms will be notified to the Member in writing by the Network in advance of those changes taking place.

4. Contract Term and Payments

4.1 Membership of The Network is for an initial Contract Term of 12 months and is subject to payment of the annual membership fee (payable in full via the online payment links) or monthly membership fee (monthly fees are payable by direct debit on or near the 1st of the month starting 1st January 2024)

4.1.1 Membership for the 2024 Membership Term closes on 16th April 2024. Whilst the first published networking event is on 1st February 2024, a new member can sign up through to 16th April.



4.1.2 Membership paid for part-way through the year will also expire on 31st December 2024. There will be no pro-rata of membership fees and new members opting to pay via direct debit will have their payments split over the remaining period of the Membership Term.

4.2 Following the expiry of the initial Contract Term, the Member must renew their Membership paying the Membership Fee for the next Contract Term otherwise Membership is terminated in accordance with these Terms and Conditions.

4.3 Non-members will be charged the Guest Fee as published on the Suffolk Mind website and will be limited to 2 guests per member.

5. Warranties and Liability

5.1 The Network warrants to the Member that the Specified Service will be provided using reasonable care and skill as far as reasonably possible. Where the Network uses the service of any agent or third party (such as speakers at events) the Network does not give any warranty, guarantee or indemnity in that respect.

5.2 The Network shall not be liable to the Member by reason of any representation (unless fraudulent or negligent) for any loss of profit or any indirect, special or consequential loss, damage costs, expenses or other claims (whether caused by the negligence of the Network or its agents or otherwise) which arise out of or in connection with the provision of the Specified Service and the entire liability of the Network under or in connection with the Membership or Specified Service shall not exceed twice the Membership Fee for that Membership Term, except as expressly provided in these Terms and Conditions. This warranty is in lieu of all other terms, conditions and warranties, expressed or implied statutory or otherwise and any other liabilities whatsoever and howsoever arising.

5.3 The Network shall not be liable to the Member or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of the Network's obligations in relation to the Specified Service, if the delay or failure is due to any cause beyond the Network's reasonable control, and time shall not be of the essence. In respect of an event cancelled by the Network for any reason whatsoever, liability shall be limited to refunding any extra Event Fee.

6. Termination of Membership

6.1 On payment of the Membership fees, the member commits to membership from 1st January 2024 to 31st December 2024 (Contract Term). Membership is not auto renewed and as such there is no requirement to give notice at the end of the membership term.

6.2 The Member will have a cooling-off period of 14 days from the point at which Membership has been purchased. After this point, no refund shall be given for notice of termination during the contract period

6.3 Either party may at any time terminate the Membership by immediate written notice if the other commits any material breach of these Terms and Conditions or goes into



liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors, or has a receiver or administrator appointed.

6.4 Upon termination of the Membership for whatever reason all sums owed by the Member to the Network shall become due and payable by the Member with immediate effect.

7. Insolvency of Member

7.1 This clause applies in the following circumstances:

7.1.1 The Member makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction);

7.1.2 An encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Members;

7.1.3 The Member ceases, or threatens to cease, to carry on business;

7.1.4 The Network reasonably believes that any of the above events is about to happen and notifies the Member accordingly, or

7.2 If this clause applies then, without limiting any other right or remedy available to the Network, the Network may cancel the Contract or suspend Membership, including access to its Website and attendance at Events.

8. General

8.1 Members are listed on the SuffolkForward pages of the Suffolk Mind website. Members may, from time to time at Suffolk Mind's discretion, be mentioned in promotional materials for the Network, including (but not limited to) in press releases, social media posts and website content. If you would prefer not to be named, please contact fundraising@suffolkmind.org.uk

8.2 As a Member of the Network, the Member agrees to conduct themselves in a professional and business-like manner, treating other members with respect at all times. If the Network should receive a complaint about any Member's behaviour, it reserves the right to suspend Membership. Such complaints would constitute a breach of these Terms and Conditions.

8.3 Membership of the Network is at the sole discretion of Suffolk Mind, and we reserve the right to refuse Membership.

8.4 Our website uses cookies to monitor browsing preferences. If you do allow cookies to be used, certain personal information may be stored by us. We will never share your personal details with third parties.



8.5 Waiver. No failure or delay by either party in exercising any of its rights under these Terms and Conditions shall be deemed to be a waiver of that right, and no waiver by either party of any breach of these Terms and Conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

8.6 As a Member of the Network, the Member gives consent to be included in photography taken at Network events, which may be used in promotional materials at Suffolk Mind's discretion. This includes – but is not limited to – use in press releases, social media posts, and website content. If you would prefer to opt out of photography, please contact fundraising@suffolkmind.org.uk

8.9 Confidentiality.

8.9.1 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 below.

8.9.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under these Terms and Conditions. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.9.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under these Terms and Conditions.

8.10 Notices. Any notice to the Network is to be sent in writing to **The Fundraising Team, Suffolk Mind, 26 High Road West, Felixstowe IP11 9JB or by email to fundraising@suffolkmind.org.uk**. Notices to the Member will be sent to the address on the order form, unless the Network is otherwise informed in writing. The provisions of this clause shall not apply to the service of any proceedings or documents in any legal action.

8.11 Severance. If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Terms and Conditions.

8.12 Entire agreement. These Terms and Conditions constitute 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 its subject matter.

8.12.1 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms and Conditions.

8.13 Variation. No variation of Membership shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8.14 Force majeure. Neither party shall be in breach of these Terms and Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these Terms and Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control.

8.15 Third parties. No one other than a party to these Terms and Conditions shall have any right to enforce any of its terms.

8.16 Governing law. These Terms and Conditions, 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.

8.17 Jurisdiction. Each party irrevocably agrees 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 these Terms and Conditions or its subject matter or formation.

9. Eligibility of Membership

Suffolk Mind reserve the right to reject an applicant and remove their access to SuffolkForward Network. Examples of organisations that do not comply with our ethical fundraising policy and thus shall not be admitted for membership include:

- Companies that receive the majority of their funding from pharmaceutical companies
- Companies that are known to discriminate against people with experience of mental health problems
- Companies that promote gambling or risky behaviour around money but does not include indirect gambling companies such as those associated with the horse racing industry
- Tobacco companies
- Alcohol companies where there are no ancillary services such as hotel or restaurant provisions
- Weapons manufacturing companies
- Weight loss/dieting companies
- Short-term loan providers/ pay day lenders
- SM knows that the gift/donation comprises the proceeds of crime
- Companies associated with child exploitation and trafficking



This is not an exhaustive list: Suffolk Mind works on a case-by-case basis, and all applications are dealt with individually.

If we require further information from an organisation during the application process, we will contact them directly.

If you have any questions about these terms and conditions, please contact us:

By email: fundraising@suffolkmind.org.uk