

Terms and Conditions of Membership

Data Protection Legislation

For the purposes of these terms and conditions, **Data Protection Legislation** means (i) unless and until the General Data Protection Regulations (GDPR) is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

The Chamber and the Member shall comply with all applicable requirements of the Data Protection Legislation. The data protection provisions set out in these terms and conditions are in addition to, and do not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

The Chamber and the Member each acknowledge that for the purposes of the Data Protection Legislation, the Member is the data controller and the Chamber is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

The Member shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Chamber for the duration and purposes of the membership.

The Chamber shall, in relation to any Personal Data processed in connection with the performance by the Chamber of its obligations under the membership:

- a) process that Personal Data only on the written instructions of the Member unless the Chamber is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Chamber to process Personal Data (**Applicable Laws**). Where the Chamber is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Chamber shall notify the Member of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Chamber from so notifying the Member;
- b) ensure that it has 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 personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- d) assist the Member, at the Member's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- e) notify the Member on becoming aware of a Personal Data breach;
- f) at the reasonable written direction of the Member and, so far as it is technically possible to do so, delete or return Personal Data and copies thereof to the Member on termination of the membership unless required by Applicable Law to store the Personal Data; and
- g) maintain complete and accurate records and information to demonstrate its compliance with these provisions (a) to (g).

The Member acknowledges that the Chamber is reliant on the Member for direction as to the extent to which the Chamber is entitled to use and process the Personal Data. Consequently, the Chamber will not be liable for any claim brought by a data subject arising from any action or omission by the Chamber to the extent that such action or omission resulted directly from the Member's instructions.

By taking out a membership with the Chamber, the Member understands and consents to the Chamber using Personal Data supplied by the Member to assist the Chamber in managing and promoting its services and furthermore, consents to such data being held on the Chamber's computer systems.

Duration of Membership

The minimum Membership period is 12 months. Should a Member decide to terminate Membership within the 12 month period, then they remain liable for the full annual fee. No refunds can be given and Membership is non-transferable.

Payment Terms

30 days from date of invoice. Until such time as the invoice is paid the Chamber reserves the right to withhold services or charge for the provision of services at non-member rates.

Communication

The Chamber regularly communicates with its Members, by using email and postal addresses and/or telephone numbers previously collected. The information we collect and use for these purposes will be used to provide information to Members that we feel is of interest to them. Individuals who we communicate with shall always have the opportunity to opt-out of future communications.

Personal data will only be shared with partners of the Chamber where, in our opinion, it is necessary for the member to gain full advantage of the benefits of membership. Details of these partners can be provided by the Chamber upon request. Individuals can opt-out of this data sharing at any time by emailing membership@emc-dnl.co.uk.

The Chamber is relying upon the provisions of 'legitimate interests' as the lawful basis for processing this data as described in Article 6(1)(f) of General Data Protection Regulations (GDPR).

Termination of Membership

A member may terminate their membership by giving written notice at least ONE month before the expiration of their membership year, otherwise they shall be held liable to pay their subscription for the ensuing year and subscription shall be a debt due and legally recoverable by the Chamber. The Chamber reserves the absolute right to terminate the membership of any member where it is reasonably considered that continued membership is not in the interest of the Chamber or its members.

Chamber Services

Should membership come to an end for any reason the ex-member will immediately forfeit all rights to access Chamber services and benefits. Any advice sought following termination of membership will be charged accordingly. Also the Chamber shall notify other service providers and any ex-members will be excluded from their beneficial rates upon renewal.

Chamber Logo

If Membership comes to an end the ex-member must destroy all stationery displaying an East Midlands Chamber (Derbyshire, Nottinghamshire, Leicestershire) logo.

Articles of Association

Membership is subject to the provisions of the Articles of Association (available on request) and in the event of a conflict between these terms and conditions and the Articles of Association, the Articles shall prevail.

Liability

The Chamber shall have no liability for any losses suffered by a member as a result of using services offered by a fellow member. The Chamber shall have no responsibility for advice given or services provided by its third party service providers.