

# Terms and Conditions

Fife Coast and Countryside Business Partner (BP) membership is open to all organisations and companies, regardless of size or location providing a service and/or goods to the public in Fife.

These terms and conditions form the basis of the contract through which Fife Coast and Countryside Trust ('FCCT', 'we', 'us') will provide a membership service to you as a business partner of FCCT ('Business Partner' or 'you').

Please read these terms and conditions carefully before applying to become a Business Partner. In consideration of us accepting your application to become a Business Partner and allowing you to access the Trust's website, you agree to be bound by these terms and conditions. Your attention is particularly drawn to the limitations and exclusions of liability set out in these terms and conditions.

## 1. Business Partnership Benefits

- Distinct marketing advantage to help you attract the expanding green minded tourism market
- Joint and collaborative marketing opportunities
- Website exposure
- Increases revenue/retail opportunities
- Tailored advertising on specific website pages
- Discounted advertising at associated events and venues
- Sponsorship Opportunities
- Social media promotion
- Our regular e-newsletter

Membership packages may vary according to the level of business turnover.

We reserve the right to change the benefits that apply to Business Partners at any time without prior notice.

## 2. The Business Partnership Contract

To become a Business Partner of the Trust, follow the instructions on the engage pages of the website [fifecoastandcountryside.co.uk](http://fifecoastandcountryside.co.uk). This application is an online process.

If you require the form in alternative formats please contact [ask.us@fifecountryside.co.uk](mailto:ask.us@fifecountryside.co.uk)

When you submit your online application to FCCT, or you post, telephone, or email us with details of your application, you are making an offer to subscribe to FCCT Business Partnership scheme which, if accepted by our assessors, will result in a legally binding contract.

At the point of renewal of your Business Partnership, your renewal payment is confirmation of the continued acceptance of this contract. You may not transfer any of your rights and obligations under these terms and conditions to another.

### **3. Online Applications**

For online applications you will either have sight of a confirmation page or receive an email. Acknowledgement that your application has been received and is being processed does not yet mean that your application has been accepted. Your Business Partnership scheme begins on the confirmation date and when fees have been paid in full.

### **4. Written/Verbal Applications**

For applications made verbally or via a written application form or email, your Business Partnership will begin on the date we send your welcome letter. This will be sent out when all of your documents have been received and assessed, and fees have been paid in full.

### **5. BP membership renewals**

Membership runs from date of payment for a 12 month period.

Subscriptions are payable annually. A reminder email will be populated and sent to you as a prompt.

All expired membership will result in any adverts/presence on FCCT's website being suspended from view.

Subscriptions are non-refundable. Subscription rates increase annually in line with Retail Price Indicator (RPI).

Subscription rates are exclusive of VAT which is payable at the prevailing rate.

### **6. Lapsed BP Memberships**

If your Business Partnership membership has lapsed for a period of 3 months or more, you will be required to complete a new membership application form (ensuring you quote your lapsed membership number in the form to ensure a duplicate member record is not created). It is not possible to reinstate lapsed memberships online. Please contact the FCCT Business team to arrange payment at [ask.us@fifecountryside.co.uk](mailto:ask.us@fifecountryside.co.uk).

### **7. Cooling off Period**

You have a seven (7) working days cooling off period from the date of confirmation of your new membership in which to cancel your subscription without penalty. You must notify us of your wish to cancel in writing by contacting the FCCT business team at [ask.us@fifecountryside.co.uk](mailto:ask.us@fifecountryside.co.uk) or by post at: FCCT, The Harbourmaster's House, Hot Pot Wynd, Dysart, KY1 2TQ.

The cancellation right above only applies to new Business Partnership applications and does not apply to the renewals of existing BP memberships.

## **8. Right to Refuse Applications**

We reserve the right not to fulfil, or to cancel, your application if we are unable to obtain payment authorisation from the issuer of your credit/debit card or payment by other means.

If your BP membership application is accepted, but we subsequently discover that any or all of the information provided by you was misleading or false, we reserve the right to revoke your membership with immediate effect, without the right of appeal.

## **9. Individual BP Members' Obligations**

all the information which you submit for publication of the Trust website is complete, reliable, accurate, free from errors, and not misleading in any way, and will not infringe any third party rights;

You will provide us promptly on request with all information that we may reasonably require from time to time in connection with your access to or usage of the website.

## **10. Cancellations and Refunds**

If you wish to cancel your BP membership you must inform us of your intention to cancel a minimum of ten working days prior to the annual renewal date. This notice should be provided directly to us in writing by letter or email.

No refunds will be provided unless the above notice requirements are complied with.

Once renewal of your membership has occurred, it will still be possible to cancel your membership, but we are not obliged to offer a refund if notice has not been given.

## **11. Price Information**

By agreeing to these terms and conditions, you agree that you will pay us the fees set out on the Tourism and Business Partnership Scheme of the Trust website. Fees displayed on this page – both for the annual Business partnership membership fee and joining fee (if applicable) – will prevail at all times in relation to orders placed online.

Fees displayed on a hard-copy application form, or quoted to you by a Business Team Member, will prevail in relation to applications made verbally or by post.

You may make a one-off payment for a one-year membership subscription (new or renewal) by credit or debit card, in accordance with the payment information contained on our Site.

We reserve the right to increase the price of subscription from time-to-time, and any such amendments will be on the Application page of our website. If you are a current Business Partner member, you will be informed of any fee increase in your renewal communication.

## **12. Credit/Debit Card Payment**

If you are not using your own credit/debit to pay for the Business partnership fee, you must ask the permission of the credit/debit card holder before entering the payment details.

When you apply to become a Business Partner either online, by post or verbally, you are confirming that you have obtained the express prior permission of the credit/debit card holder.

## **13. Viruses, Hacking and Other Offences**

You shall not (a) knowingly introduce any viruses into the Site or (b) attack (or instigate or facilitate the attack of) the Site or Services via a denial-of-service attack or a distributed denial-of-service attack, or (c) use the Site or Services for any purpose which is unlawful, abusive, libellous, obscene or threatening.

A breach of this clause may constitute a criminal offence. We may report any such breach (whether actual or suspected) to the relevant law enforcement authorities and you agree to co-operate with those authorities.

You shall be responsible for ensuring that you have in place on such systems appropriate Virus protection processes and software.

We will not be liable for any losses caused by any form of attack or viruses that may infect your computer equipment, computer programs, data or other proprietary material due to use of the Site or Services.

## **14. Links**

The Site may contain links to other websites, which in turn may contain material that has been produced by third parties not affiliated with us. FCCT have no control over those other websites and accept no responsibility or liability for information or content provided on such websites.

## **15. Liability**

Nothing in these terms and conditions shall exclude or limit any person's liability for death or personal injury caused by its negligence, or any person's liability for fraud.

Subject to the above, neither we nor any of our agents, licensors or delegates or our or their directors, officers or employees will be liable for any losses incurred or suffered by you, directly or indirectly in connection with:

Materials provided to or by or on behalf of us being corrupted or inaccurate;

You being unable for whatever reason to access or use the Trust's website; or

Us, or other Business Partner members, acting on materials or communications which purport to have been made by or on behalf of you but which have been created or sent by (i) a third party purporting to act in your name, or (ii) a person who has lawful access to the Services but who

exceeds their authority, regardless of whether such losses arise in contract, tort, negligence, breach of statutory duty or otherwise.

Further, neither we nor any of our agents, licensors or delegates or their directors, officers or employees will be liable for any indirect or consequential losses incurred or suffered by you, whether or not those losses are foreseeable.

The total aggregate liability of us to you for all losses arising out of or in connection with these terms and conditions, the Site and the Services (whether such losses arise in contract, tort, negligence, breach of statutory duty or otherwise) shall not exceed the amount of any fees received from you in the preceding 12 months.

Except as specified in these terms and conditions, all express or implied conditions, terms, representations or warranties (whether implied by statute or otherwise) are hereby excluded to the maximum extent permitted by law.

These terms and conditions do not and shall not affect your statutory rights as a consumer.

## **16. Data Protection and Confidential Information**

You acknowledge and agree that we may monitor your use of the website.

We may record, retain and use for monitoring, statistical analysis or marketing purposes information on or from your access to and use of the Site and the Services. Please see our [Privacy Policy](#) (available on our website) for more information on how and for what purposes we use your personal data.

Business Partner members may be invited to events organised by us or our partners, to enable members to gain information and make the best use of networking opportunities.

## **17. Termination**

Without affecting any other rights and remedies which we may have and without liability to you for any losses which may result, we may terminate these terms and conditions:

Immediately and without notice if:

- In our sole opinion, you materially breach any of these terms and conditions, or fail to adhere to the expected Code of Conduct.
- You fail to renew your membership;
- You become bankrupt or insolvent;
- We are required by any applicable law to terminate these terms and conditions; or
- At any time by giving you 7 days' notice in writing.

On any termination of these terms and conditions your right to use the Site and the Services within the Trust website shall cease, and we may terminate your access to and use of the website.

Termination for whatever reason of these terms and conditions shall not affect:

- Any rights, liabilities or obligations which accrued before such termination;
- Any right to payment of fees; and
- Any of these terms and conditions that are intended to continue to have effect after such termination.

If we terminate your individual membership under clause 15i or 15ii, you may appeal our decision to terminate by contacting [ask.us@fifecountryside.co.uk](mailto:ask.us@fifecountryside.co.uk). The matter will be referred to an independent third party chosen by us, and any decision they make regarding the termination of your membership will be considered final and binding.

## **18. Variation**

We may change these terms and conditions at any time upon giving you 14 days prior written notice. The most recent edition of these terms and conditions will be binding upon you.

Members may exit the contract without penalty if they do not accept any proposed variation.

## **19. Third Parties**

A person who is not party to these terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

## **20. Entire Agreement**

These terms and conditions override any contrary terms or conditions published in relation to any membership and/or subscription between you and us.

## **21. The FCCT Brand**

The 'FCCT' trade mark is owned by us and nothing contained on our website or these terms and conditions shall constitute the grant of a licence to use such trade mark without written permission to do so.

## **22. Queries, Comments and Complaints**

We will respond to any complaint or query received within five working days. This may be an acknowledgement that we have received a complaint whilst further investigations are carried out.

If you have any queries, comments or complaints about your membership subscription please contact the FCCT, Business Team on [ask.us@fifecountryside.co.uk](mailto:ask.us@fifecountryside.co.uk)