1. **Definitions**

1.1. The provisions of Annex 1 (Definitions) shall apply and have effect in relation to the words and expressions used in this Agreement.

2. **Commencement**

2.1. This Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with the terms of this Agreement, until 30 April of either the year of, or the following year from, the Commencement Date (whichever is the earlier), at which point it shall terminate automatically.

3. **Access to Membership Benefits**

3.1. In return for payment of the Membership Fee in full, the individual shall become a Member of the Coaching Centre. Membership provides access to a number of benefits including:

   3.1.1. Accessing the membership network of the Coaching Centre;
   
   3.1.2. Accessing the Online Platform;
   
   3.1.3. Having the benefit of priority booking for Coaching Centre events, conferences and masterclasses.

3.2. Henley does not warrant the availability of any of the benefits throughout the Member’s membership.

3.3. The Member shall be required to register their details and create an online account in order to access the Online Platform. The Member agrees to:

   3.3.1. Create a strong and secure password;
   
   3.3.2. Keep their password secure and confidential;
   
   3.3.3. Not let anyone else access their account or do anything else that may jeopardize the security of their account;
   
   3.3.4. Not transfer any part of their account to anyone without first obtaining the prior written consent of Henley; and
   
   3.3.5. Comply with the terms of acceptable use for the Online Platform as set out in clause 4.

3.4. Members acknowledge and accept that they are responsible for anything that happens through their account unless the Member closes it or reports
misuse to Henley.

3.5. Members shall notify Henley as soon as reasonably practicable if the Member believes there has been unauthorised access to their account.

4. Acceptable Use

4.1. The Online Platform is Henley Live, a site operated by Eventbrite independent of Henley.

4.2. Members acknowledge and accept that their use of the Online Platform is subject to:

4.2.1. The terms of this Agreement; and

4.2.2. The terms of acceptable use issued by Henley Live from time to time. At the time of drafting this Agreement these are:

(a) Privacy notice
https://d1c2gz5q23tkk0.cloudfront.net/assets/uploads/1454957/asset/Henley_Live_Privacy_Notice__18_final_draft_updated_29_10.pdf?1542104920

(b) Terms of use
https://d1c2gz5q23tkk0.cloudfront.net/assets/uploads/1460445/asset/Henley_Live_Terms_of_Use_FINAL.pdf?1542208016

4.3. The terms of acceptable use of Henley Live as set out in clause 4.2.2 above may be subject to change throughout the duration of the Member’s membership. Members are expected to check the relevant websites to take notice of any changes.

4.4. In addition to clause 4.2 above, Members agree that the Online Platform may only be used for lawful, non-commercial purposes. Members may not use the Online Platform in breach of the Online Platform Community Guidance.

5. Breach of Acceptable Use

5.1. Henley will determine, in its absolute discretion, whether there has been a breach of any of the terms of clause 4 through a Member’s use of the Online Platform. When a breach has occurred, Henley may take such action as it deems appropriate.

5.2. Failure to comply with the terms of clause 5 constitutes a material breach of the terms of membership upon which a Member is permitted to use the Online Platform, and may result in Henley taking all or any of the following actions:

5.2.1. Terminate this Agreement pursuant to clause 9.2 below and withdraw the Member’s membership and right to use the Online
Platform.

5.2.2. Temporarily withdraw or suspend the Member’s membership and the Member’s right to use the Online Platform.

5.2.3. Immediate, temporary or permanent removal of any posting or material uploaded by a member to the Online Platform.

5.2.4. Issue of a warning to the Member.

5.2.5. Legal proceedings against the Member for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.

5.2.6. Further legal action against the Member.

5.2.7. Disclosure of such information to law enforcement authorities as Henley and/or the University reasonably consider necessary.

5.3. Henley excludes liability for actions taken in response to breaches pursuant to this clause 5. The responses described in this clause 6 are not limited, and Henley may take any other action it reasonably deems appropriate.

6. Intellectual Property

6.1. Any Intellectual Property Rights owned by the Member in content uploaded to the Online Platform shall remain vested in the Member. The Member licenses such rights to Henley free of charge and on an irrevocable, non-exclusive, transferrable, worldwide basis to such extent as is necessary to enable Henley to make reasonable use of the content for Henley’s non-commercial purposes.

6.2. Any Intellectual Property Rights owned by Henley in content uploaded to the Online Platform shall remain vested in Henley. Henley licenses such rights to the Member free of charge and on a revocable, non-exclusive, non-transferrable, worldwide basis to such extent as is necessary to enable the Member to partake in the membership activities of the Coaching Centre only. This licence does not allow for it to be shared to any non-member of the Coaching Centre.

6.3. The Member represents, warrants and undertakes that any licence granted to Henley pursuant to clause 6.1 above will not subject Henley to any claim for infringement of any Intellectual Property Rights of any third party.

6.4. This clause 6 is subject to the terms of acceptable use issued by Henley Live from time to time.

7. Data Protection

7.1. Henley shall hold and store Data relating to the Member securely and where appropriate in accordance with the DPA. Henley shall process such Data in accordance with the University’s Fair Processing Notice located on the
University’s website, which Henley has adopted for the purposes of this Agreement.

7.2. Henley shall ensure that appropriate measures are put in place to protect the Member’s Data from risks of inappropriate access, inappropriate change or destruction and inappropriate (loss of) accessibility as set out in the Information Security policy of the University which is available on the University’s website (the “Information Security Policy”) which Henley has adopted for the purposes of this Agreement.

7.3. In relation to all Personal Data and Sensitive Personal Data as defined in the DPA Henley shall at all times comply with the DPA as a data controller if necessary, including maintaining a valid and up to date registration or notification under the DPA covering the data processing to be performed in connection with this Agreement, and complying with the University’s Data Protection Policy and Guidance which are available on the University’s website (the “Data Protection Policies”) which Henley has adopted for the purposes of this Agreement.

7.4. Henley shall only undertake processing of Personal Data and Sensitive Personal Data reasonably required in connection with this Agreement. The Member hereby consents to such processing.

7.5. Henley confirms that it may only transfer Personal Data and Sensitive Personal Data outside the European Economic Area in circumstances that satisfy one of the conditions set out in Schedule 4 of the DPA and where such transfer is necessary for the performance of this Agreement, which includes the transfer of Data to Henley Live. The Member hereby consents to Henley transferring such Data in these circumstances.

7.6. Henley shall not disclose Personal Data or Sensitive Personal Data to any third parties other than:

7.6.1. as set out in this Agreement;

7.6.2. to Parties to whom such disclosure is reasonably necessary in connection with the Coaching Centre including Henley Live;

7.6.3. to any third party who claims that any content uploaded or posted by the Member when using the Online Platform constitutes a violation of their Intellectual Property Rights, their right to privacy or any breach of law in circumstances where Henley considers it reasonable and necessary to do so in the circumstances.

7.6.4. to the extent required by law or under a Court order.

8. Freedom of Information

8.1. The Member recognises that, as a subsidiary of the University, either Henley or the University may be subject to legal duties which may require the release of information under the FOIA, the Environmental Information Regulations, or any other applicable legislation governing access to
information, and that Henley and/ or the University may be under an
obligation to provide information on request. Such information may include
matters relating to, arising out of or under this Agreement in any way.

8.2. The Member will assist Henley and/ or the University to enable it to comply
with its obligations. In particular, the Member acknowledges that Henley
and/ or the University is entitled to disclose any and all information relating
to this Agreement. In the event that Henley and/ or the University receives
a request for information under the FOIA, the Environmental Information
Regulations, or any other applicable legislation governing access to
information, and requests the Member’s assistance in obtaining the
information that is the subject of such request or otherwise, the Member
will respond to any such request for assistance at its own cost and promptly,
and in any event within seven (7) days of receipt of Henley and/ or the
University’s request.

8.3. Neither Henley nor the University shall be liable for any loss, damage, cost,
harm or other detriment however caused arising from the disclosure of
information relating to this Agreement further to its duties under the FOIA,
the Environmental Information Regulations, or other applicable legislation
governing access to information.

9. Termination

9.1. The Member may terminate this Agreement with immediate effect by giving
written notice to Henley if Henley is in material breach of any provision of
this Agreement which breach is irremediable or (if it is capable of remedy)
the breach has not been remedied within 30 days after receipt by Henley of
written notice specifying the breach and requiring its remedy.

9.2. Henley may terminate this Agreement with immediate effect by giving
written notice to the Member if the Member is in material breach of any
provision of this Agreement.

9.3. If this Agreement is terminated by the Member under clause 9.1 above, the
Member shall be entitled to a refund of the Membership Fee calculated on
a pro-rata basis.

9.4. Henley may decide in its absolute discretion to stop running the Coaching
Centre. In such circumstances Henley will ensure that the Member either
receives benefits equivalent to those that would have been received but for
the closure of the Coaching Centre for the remainder of this Agreement, or,
if unable to do so, a refund of the Membership Fee calculated on a pro-rata
basis.

10. Anti-Bribery

10.1. The Member shall:

10.1.1. comply with all applicable laws, statutes, regulations and codes
relating to anti bribery and anti-corruption including but not limited
to the Bribery Act 2010 ("Relevant Requirements"): 
10.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

10.1.3. comply with the University’s policies on ethics and protocol which Henley has adopted for the purposes of this Agreement as may be updated from time to time (“Relevant Policies”);

10.1.4. promptly report to Henley any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement; and

10.1.5. within one (1) month of the date of this Agreement, and annually thereafter, if so requested by Henley, throughout the term of this Agreement and for up to twelve (12) months thereafter, certify to Henley in writing, compliance with this clause 10 together with such supporting evidence of compliance as Henley may reasonably request.

11. Warranties and Indemnities

11.1. Henley makes no express or implied warranties or representations in relation to any of the services provided by Henley pursuant to this Agreement and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

11.2. The Member shall indemnify Henley against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Henley arising out of or in connection with:

11.2.1. the Member’s breach of this Agreement;

11.2.2. the enforcement of this Agreement by Henley;

11.2.3. any claim made against Henley by Henley Live concerning acts or omissions of the Member relating to this Agreement, Henley Live’s terms of use or the Member’s membership of the Coaching Centre;

11.2.4. any claim made against Henley by any other user of the Online Platform concerning acts or omissions of the Member relating to this Agreement, in particular in respect of the Member’s breach of the terms of this Agreement or an infringement by the Member of a third party’s Intellectual Property Rights; and/or

11.2.5. any claim made against Henley by any other third party concerning acts or omissions of the Member relating to this Agreement, in particular in respect of the Member’s breach of the terms of this Agreement or an infringement by the Member of a third party’s
Intellectual Property Rights.

12. **Limitation of Liability**

12.1. Henley shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation (whether innocent or negligent) or otherwise, even if foreseeable, in connection with the services provided under this Agreement, including but not limited to the Member’s use of the Online Platform or use of or reliance on any content whatsoever displayed on the Online Platform.

12.2. Henley shall not be responsible for, and assumes no liability whatsoever for, any delay, disruption or interruption in the use of the Online Platform.

12.3. Henley assumes no liability in the event Henley Live exercises its right to suspend or terminate the Member’s right to use the Online Platform pursuant to its terms of acceptable use.

12.4. Subject to clause 12.5 below, the maximum aggregate liability of Henley under or otherwise in connection with this Agreement or the Coaching Centre shall not exceed the sum of five thousand pounds (£5,000).

12.5. Nothing in this Agreement limits or excludes Henley’s liability for:

   12.5.1. death or personal injury resulting from negligence; or
   12.5.2. any fraud or fraudulent misrepresentation.

12.6. If any sub-clause of this clause 12 is held to be invalid or unenforceable under any applicable statute or rule of law then it shall be deemed to be omitted, and if as a result Henley becomes liable for loss or damage which would otherwise have been excluded then such liability shall be subject to the remaining sub-clauses of this clause 12.

13. **Rights of Third Parties**

13.1. Nothing in this Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999.

14. **Notices and Communication**

14.1. Any notice required to be given under this Agreement shall be in writing and shall be delivered personally or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other Party at the following addresses:

14.2. For Henley: Director of Legal Services, Legal Services department, Whiteknights House, Whiteknights, PO Box 217, Reading, RG6 6AH

14.3. For the Member: the address given by the Member when completing the application form for membership, or as otherwise specified by the Member
by notice in writing to the University.

14.4. Any notice shall be deemed to have been duly received if delivered personally, when left at the address set out at the start of this Agreement, if sent by pre-paid first-class post or recorded delivery, at 10.00 am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

14.5. This clause 14 shall not apply to the service of any proceedings or other documents in any legal action.

15. **Force Majeure**

15.1. Henley reserves the right to terminate this Agreement if it is prevented from, or delayed in, carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lockouts or other industrial disputes (whether involving the workforce of the Party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors. Notwithstanding the foregoing, Henley shall make reasonable efforts to provide an alternative service to the Members prior to taking the decision to terminate this Agreement.

16. **Entire Agreement and Variation**

16.1. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

16.2. No variation of this Agreement shall be effective unless it is in writing and signed by each of the Parties (or their authorized representatives).

17. **No Waiver**

17.1. Failure to exercise, or any delay in exercising, or a single or partial exercise of any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

18. **No Partnership or Agency**

18.1. Nothing in this Agreement is intended to or shall be deemed to establish any partnership or joint venture between the Parties or the relationship between them of principal and agent. Neither Party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.
19. **Dispute Resolution**

19.1. If a Member has a complaint about any of services provided under this Agreement please contact Henley as soon as reasonably possible by email coaching@henley.ac.uk or by telephone on +44(0) 1491 418829. Henley shall use every effort to resolve the issue as soon as reasonably practicable.

19.2. If the Member’s complaint cannot be resolved in the manner set out in clause 19.1 above, the Member may be entitled to use an EU online dispute resolution service to assist with any contractual dispute the Member may have with Henley. This service can be found at http://ec.europa.eu/odr. Henley’s email address for this purpose is legalservices@reading.ac.uk.

20. **Governing Law**

20.1. This Agreement shall be governed by English Law and the Courts of England and Wales shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Agreement.
Annex 1 - Definitions

1. Definitions

In the Agreement the following words and expressions shall have the meanings set out below:

**Agreement**: means the contract formed between the Parties by the Member’s acceptance of the Membership Terms and Conditions.

**Coaching Centre**: means the Henley Centre for Coaching.

**Commencement Date**: means the date of receipt in full by Henley of the Membership Fee.

**Data**: means any data, document or information howsoever stored which is communicated in writing, orally, electronically or by any other means by one Party to the other Party or is obtained or gleaned by the receiving Party during the term of this Agreement. Data shall further mean any information, data or document which is compiled for one Party by the other Party during the term of this Agreement.

**DPA**: means the Data Protection Act 1998 as amended or replaced from time to time.

**Environmental Information Regulations**: means the Environmental Information Regulations.


**Henley**: means Henley Business School Limited (Company number 07019049), the registered office of which is at University of Reading, Whiteknights, PO Box 217, Reading, RG6 6AH.

**Intellectual Property Rights / IPRs**: includes all patents, copyright and related rights, trade marks, service marks, business and domain names, rights in goodwill, rights in designs, rights in computer software, database right, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Member**: means any person that has paid the Membership Fee and entered into this Agreement.

**Membership Fee**: means £70.00 plus VAT.
**Online Platform**: means the dedicated online platform, Henley Live, offered to Members of the Coaching Centre as part of the membership benefits.

**Online Platform Community Guidance**: means the guidance published and made available on the Online Platform as amended or varied from time to time.

**Party**: means each of the Member and Henley, which together shall be referred to as the “Parties”.

**University**: means the University of Reading (RC000665) of Whiteknights, PO Box 217, Reading, Berkshire, RG6 6AH, United Kingdom.