

procedure. You can refer a complaint if the matter which you wish to complain about happened on or after 6 October 2010 or which you became aware of after 6 October 2010.

If you would like more information about the Legal Ombudsman, their contact details are as follows:

Visit [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)  
Call 0300 555 0333 between 8.30am to 5.30pm  
Email [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)  
The Legal Ombudsman PO Box 6806  
Wolverhampton WV1 9WJ

## 15. WHAT WE EXPECT FROM OUR MEMBERS

We are committed to dealing with all members fairly and impartially and to providing a high standard of service and we do our best to provide you with the services you need, when you want them. When you contact or communicate with us, our staff will be polite to you and will expect the same from you. However we do not expect our staff to tolerate behaviour by members which is clearly unacceptable (e.g. abusive, offensive or threatening). If you do not treat our staff with respect we may, in order to maintain our service standards suspend you from accessing certain membership benefits or change the ways in which you can communicate with us.

## 16. THIRD PARTY RIGHTS

A person who is not a party to the membership subscription shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon any provision of them.

## 17. GOVERNING LAW AND JURISDICTION

These terms and conditions are governed by English law. You hereby irrevocably submit to the exclusive jurisdiction of the English courts.

## 18. ENTIRE AGREEMENT

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

**Queries:** If you have any queries or comments about your subscription please contact our customer services team.

16 BELGRAVE SQUARE, LONDON SW1X 8PQ  
TEL: 020 7235 0511 FAX: 020 7235 4696  
EMAIL: [MAIL@CLA.ORG.UK](mailto:MAIL@CLA.ORG.UK) [WWW.CLA.ORG.UK](http://WWW.CLA.ORG.UK)



# TERMS & CONDITIONS

BUSINESS AND PROFESSIONAL MEMBERSHIP

NOVEMBER 2018



**Definitions:** For the avoidance of doubt, the use of the letters CLA, except where stated, means 'The Country Land and Business Association Limited.'

These terms and conditions set out the contract upon which the CLA ("we" or "us") have agreed to supply CLA Members ("you"). On becoming or renewing as a member, you accept these terms and conditions and you provide us with consent to handle your Personal Information in accordance with the basis set out in clause 13.

CLA Business and Professional Membership is available to individuals within bodies who **do not own rural land** but whose main interests relate to providing goods and services to rural customers. Membership must be at a business address. A professional is defined as one who charges a fee for advice given.

Discounted Business and Professional membership is available for Micro Businesses. In order to benefit from the CLA Micro Business category, the business must meet ALL of the following three conditions:

1. provide tangible products and goods as distinct from fee earning advice or services;
2. consist of no more than one or two persons on permanent payroll at a given business address;
3. have a maximum turnover of £150,000.

Subscriptions for Business and Professional members are for either one or two named members who are each entitled to full CLA benefits. Additional named members can be recruited at an additional fee per person.

## 1. MEMORANDUM AND ARTICLES OF ASSOCIATION

By agreeing to become a CLA Member you agree to become a member of a company limited by guarantee and to be bound by the Articles of Association of the Country Land and Business Association Limited (these are available on the CLA website [www.cla.org.uk](http://www.cla.org.uk)). You also agree to conform to the CLA Member Charter which too is available on the CLA website [www.cla.org.uk](http://www.cla.org.uk). Attention is drawn to your liability if the Company is dissolved while you are a member or within twelve months of the cessation of your membership when you will be required to contribute up to a maximum of £1 towards the costs of dissolution and the liabilities incurred by the Company.

## 2. PROFESSIONAL INDEPENDENT ADVICE

CLA Advisers are able to advise on a wide range of subjects relating to landownership. However, they cannot act in place of a member's own solicitor, accountant, surveyor, tax specialist or planning specialist by, for example, drafting documents or corresponding on their behalf and may be precluded by the rules of their own professions from advising one CLA Member against another CLA Member in the case of conflict. Any person making

use of the Advisory Service accepts such restrictions. Members should therefore consider referring to appropriate professional advisers in private practice before taking any particular course of action in particular for transactions having a material commercial value.

## 3. MEMBERSHIP BENEFITS

Membership of the CLA will provide you with access to a wide range of member services and benefits including (a) access to advice and knowledge to understand landowning rights and responsibilities (b) connections with landowning and rural communities and related service providers (c) access to specially negotiated services for CLA Member Services which currently include healthcare, insurance, utilities and foreign exchange. We promote these services to all CLA Members unless otherwise agreed but reserve the right to change, amend or withdraw the benefits that apply to CLA Membership at any time. Membership of the CLA does not guarantee that the external provider will accept an application from a member for the provision of their goods or services. Goods or services supplied by an external provider will be subject to the provider's own terms and conditions.

## 4. POSTAL DELIVERIES

We will deliver magazines and other postal deliveries to the address you notify to us when you have made a successful application to become a member of the CLA. Please allow up to 30 days from receipt of the letter confirming your membership for delivery. You agree that we will not be responsible for failed deliveries if you have supplied us with an incorrect address. We reserve the right to dispose of incorrectly addressed envelopes and their contents without an obligation to refund your membership fee if they are returned to us. To formally notify of any changes of address these must be supplied in writing to our email address or the postal address stated in Clause 7 and we recommend you retain proof of delivery.

### Delay in delivery and non-delivery of services

We will not be liable to you for any delay in delivery or non-delivery of services in the following circumstances:

- A) Where the issuer of your payment card refuses to authorise payment for your CLA Membership to us.
- B) Where such delay or failure is due to circumstances beyond our control or the control of our sub-contractors and agents, including but not restricted to war, electricity power failure, utilities failure, failure of telecommunications links, failure of transport infrastructure, fire, flood, government act, act of God, legislative constraints, strikes, labour disputes, terrorism or malicious damage involving employees.

## 5. CLA WEBSITE AND INTELLECTUAL PROPERTY RIGHTS

The CLA Website and all intellectual property rights in it, including but not limited to any text, images, logos, graphics, video, audio or other multimedia content, or other

information or material submitted to or on the Website, are owned by the CLA and its licensors. You may only use the Website for lawful purposes and in accordance with the CLA Website Terms and Conditions of use to which you are referred at [www.cla.org.uk](http://www.cla.org.uk).

## 6. PRICE INFORMATION

At joining you can either make a one-off payment for a one year membership subscription or make an on-going annual direct debit payment in which case your membership will continue to renew annually until such time as you cancel membership in accordance with the termination clauses. Payment may also be made by quarterly Direct Debit however as membership is sold as an annual membership should you choose to cancel your subscription during the year you will be liable for all outstanding payments at termination.

The CLA reserves the right to increase the price of the membership subscription on an annual basis, currently in December. You will be informed of any renewal price increase prior to payment being taken. If we discover an error in the price of your membership subscription, we will inform you as soon as is reasonably possible and correct the error.

## 7. CANCELLATION AND REFUNDS:

Your CLA Membership is an annual agreement. Any payment arrangements that have been made by Direct Debit will automatically continue, unless you notify your bank/building society that you wish to cancel them.

If you do not have a Direct Debit agreement your renewal notice will show your annual subscription and the CLA's request for payment and the possible payment methods.

If you wish to cancel your membership subscription without incurring any penalty you must provide 30 days' notice informing us of your intention to cancel prior to your annual renewal date. This notice should be provided in writing to Membership Administration, 16 Belgrave Square, London, SW1X 8PQ. No refunds will be provided unless the notice requirements are complied with.

Once renewal of your membership has occurred, it will be possible to cancel your membership, but CLA are not obliged to offer a refund and you will still be liable for any outstanding sums due to CLA for your annual membership.

## 8. CLA CHARITABLE TRUST

Please note that your subscription includes a voluntary contribution to the CLA Charitable Trust. The amount collected will be the rate agreed at CLA Council; if you do not wish to make this contribution please advise the Territory Manager at joining or contact the Membership Team in the London office.

## 9. LIABILITY

Our liability to you will not extend to any membership related benefits, goods or services

provided by an external provider. We specifically exclude liability for any loss or damage suffered by you as a result of your involvement in whatever manner with an external provider including that of any advertiser in the magazine or on the website or other CLA literature. We undertake no liability and give no warranty or guarantee to deliver the membership benefits, however our best endeavours will be used to ensure that they are delivered. Our exclusions of liability shall not apply to any damages arising from death or personal injury caused by our negligence or that of any of our employees. If you are deemed to be treated as a consumer then these terms and conditions shall not affect your statutory rights.

Every reasonable effort is made to ensure the accuracy of our publications both in print and online at the date of publication; however, neither the CLA nor the authors can accept liability for errors and omissions within the publications. Views expressed are not necessarily those of the CLA. The articles are intended for general information only and do not constitute legal or professional advice. Members should ensure they receive separate, detailed advice regarding their own particular circumstances.

We do not accept any liability for any loss or damage suffered as a result of a fault, error or omission in the provision of these goods/services. Our exclusions of liability shall not apply to any damages arising from death or personal injury caused by our negligence or that of any of our employees.

We accept no liability for any advertisements in the publications you may receive from us or on our websites or other CLA communications for goods or services that the advertisers provide or claim to provide and you will be subject to the advertisers own terms and conditions. We accept no liability for any loss or damage suffered as a result of a fault, error or omission in the provision of these goods/services.

Information obtained via CLA meetings, seminars or training sessions is general information and restricted to any information supplied by CLA's own staff. The comment and opinion given in relation to information supplied is limited to this information in isolation and takes no account for any other information.

## 10. DISCLAIMER

The Advisory Services are made available to members on the basis that a member's rights to compensation and the liability (if any) of CLA and its officers and/or its staff advisers, are restricted in the following ways.

In the event of any advice given by any CLA staff adviser being given negligently or otherwise being incorrect no liability whatsoever is accepted by CLA, its officers or by its staff advisers concerned:

- A) towards any person who is not the current CLA member to whom the advice was directly given,
- B) to any person in respect of consequential loss or loss of profits.

### **If you are a business user:**

- We exclude all implied conditions, warranties, representations or other terms that may apply to the Website or any Content on it.
- We will not be liable to you for:
  - Loss of profits, sales, business or revenue;
  - Business interruption;
  - Loss of anticipated savings;
  - Loss of business opportunity, goodwill or reputation; or
  - Any indirect or consequential loss or damage.

### **If you are a consumer user:**

- Except for any liability that we cannot exclude or limit by law (as explained above under the sub-heading whether you are a consumer or a business user), we will not be liable for any losses that:
- Were not foreseeable to you and us when these Terms were formed. Loss or damage is foreseeable if it is an obvious consequence of our breach or if they were contemplated by you and us when these Terms were formed; or
- That were not caused by any breach on our part.

## **11. RETURN OF SURPLUSES**

In the event of the winding up of the CLA as a company limited by guarantee ("the Company") or other event (if any) under which a return of surplus falls to be made, any surplus remaining after payment of the debts and other liabilities of the Company shall be distributed between the Entitled Contributors in proportion to the amount of their respective Aggregate Subscriptions. For this purpose,

- (i) an Entitled Contributor is a member or former member of the Company or of the Association who has paid to the company (or to the Association) a membership subscription or membership subscriptions in respect of any period comprising or included within the Last Five Year Period;
- (ii) the Last Five Year Period shall be the period of five years ending with the date of the passing of the resolution or order for the winding up of the Company or other event in consequence of which a return of surplus is made;
- (iii) payment of a membership subscription partly in respect of any period included in the Last Five Year Period and partly not shall be time-apportioned on a daily basis and only that part apportioned to a period within the Last Five Year Period shall be taken into account as a payment in respect of any period included within the Last Five Year Period;

- (iv) an Entitled Contributor's Aggregate Subscription is the aggregate of the subscriptions made by that contributor to the Company and to the Association in respect of any period comprising or included within the Last Five Year Period;
- (v) the Association means the Country Land and Business Association whose business was transferred to the Company on 31 March 2007;
- (vi) for the avoidance of doubt a subscription does not include any donation made to the Company or Association for the purpose of any onward donation by the Company or Association to a third party, or for any other purpose.

## **12. 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 on you.

## **13. USE OF PERSONAL INFORMATION**

Our Privacy Notice sets out the basis on which we collect and use personal information about you as part of our activities.

The Privacy Notice describes in detail who is responsible for the personal information that we collect about you, what personal information we collect, how we will use such personal information, who we disclose it to and your rights and choices in relation to your personal information.

You can access a copy of the Privacy Notice here [www.cla.org.uk/about-cla/privacy-statement](http://www.cla.org.uk/about-cla/privacy-statement) or contact the Membership Team at 0207 460 7926 who will happily send you a copy.

You can also find further information on your data rights from the Information Commissioners Office here [ico.org.uk](http://ico.org.uk) or via their helpline 0303 123 1113.

## **14. COMPLAINTS PROCEDURE**

We aim to give you the best customer service possible but if you feel we've fallen short of this, please let us know. We'll work with you to put things right and we'll always try to use your feedback to improve our service where we can. Full details of our complaints procedure can be viewed on the CLA website [www.cla.org.uk](http://www.cla.org.uk)

Complaints about Solicitors: Solicitors employed at the CLA are regulated by the Solicitors Regulation Authority. If your complaint is about one of our solicitors please allow us 8 weeks to consider your complaint. If we are unable to resolve it with you then you can take your complaint to the Legal Ombudsman. The Legal Ombudsman investigates complaints about poor service from solicitors.

There are time limits for referring matters to the Legal Ombudsman. You have up to six months to refer your complaint after we have dealt with it through our complaints'