

MEMBERSHIP TERMS AND CONDITIONS

These terms and conditions form the basis of the agreement through which Manchester Business Radio (MBR, we or us) will deliver a service to you as a member of our 'Business Connect Service' (BCC).

On becoming a member you are automatically agreeing to these terms and conditions and you are providing us with the appropriate consent to handle your personal information in accordance with the Data Protection Act.

MBR is a trading style of Niocom Associates Limited a registered company no 08354576 whose registered office is 20 Crewe Rd, Sandbach, Cheshire CW11 4NE.

MBR is the UK's first business for business broadcaster and provides opportunities for member businesses to promote their products, services, skills, knowledge and experience to other businesses on a number of platforms.

1 Membership Benefits

As an BCC member you will receive a wide range of benefits.

- We'll get you started creating great audio content to promote your business
- You'll have full access to our smartphone/tablet App to record your audio contribution
- When available, your contributions will be broadcast:
 - on DAB digital radio across Manchester
 - streamed online and via our smartphone/tablet App
- Each audio piece will play for a minimum of 3 times each 24-hour day for a 7-day week.
- We'll also amplify your audio via our social media channels
- And we'll keep your content on our 'On Demand' service so it can be heard again and again, by anyone and from anywhere
- Access to our production team for advice on content issues.

We reserve the right to change the benefits that apply to BCC membership at any time and without prior notice.

2. The Membership Agreement

When you submit your application on line, or you post, telephone or e mail us with details of your application, you are making an offer to subscribe to BCC which, if accepted by us, will result in a legally binding contract.

At the point of renewal of your membership, any 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 person.

On Line application

For on line applications you will either have sight of a confirmation page or receive an email. If you have supplied your email address, acknowledgement that your application has been received and is being processed does not yet mean that the contract between us is formed. A legally binding contract is formed on the date we send your welcome pack. This will be sent out when all of your documents have been received and assessed, and membership grade is confirmed.

Written/verbal Application

For applications made verbally or via a written application form or e mail; the contract between us will be formed when we send your welcome email.

3. Cooling off period

We offer a seven working days' cooling off period for new members, effective from the day your application is accepted. This will allow you to cancel your subscription without any penalty. If you wish to cancel your new member subscription, you must notify us within these seven working days in writing, by letter or email.

4. Right to refuse applications

We reserve the right not to fulfil, or to cancel, your application if we are unable to obtain payment.

5. Force Majeure

Neither party shall be liable to the other for any delay or non performance of its obligations by reason of matters beyond its control including, but not limited to, any act of terrorism, war, riot, civil commotion, compliance with any law or government order, fire, flood or storm, strikes, or any other industrial dispute, delay in transit, power failure, postal delay, or any event that cannot be reasonably be planned for or avoided.

6. Cancellations and Refunds

Your BCC Membership is not a rolling agreement and will not automatically renew upon the anniversary of your application. You will receive a renewal notice in advance of the anniversary of your application date, informing you of your entitlement to continue and of any changes to your payment.

If you wish to cancel your membership, you must inform us in writing by letter or email. We are not obliged to offer a refund.

7. Price Information

Fees displayed on the application section of the website will prevail at all times in relation to orders placed on-line.

Fees displayed on an application form, or quoted by an MBR representative, will prevail in relation to membership subscriptions placed verbally or by post.

You may make a one-off payment for a membership subscription, new or renewal, by cheque, credit/debit card. We reserve the right to increase the price of the membership subscription on an annual basis. You will be informed of any fee increase within your renewal letter. If we discover an error in the price of your membership subscription, we will inform you as soon as is reasonably possible.

8. Credit Card Payment

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

When you offer to subscribe to BCC either on-line, by post or verbally, you are confirming that you have obtained the express prior permission of the credit/debit card holder.

9. Liability

Our liability to you in the event of being unable to broadcast your contributions shall, at our discretion, be limited to broadcasting the contributions once we are able.

10. Data Protection and use of Personal Data

MBR is the Data Controller and Data Processor of any personal data you supply. The personal data you supply will be used to process your membership subscription. As a member of BCC your data will be used for marketing, statistical and analytical purposes and to administer your membership. You will receive membership communications and from time to time we will let you know about promotions. If you provide us with your e-mail address or SMS number, then we may send information which may be of interest.

We do not pass data to any third party.

If you wish to obtain a copy of your personal data held by us, then please write to the address below. Please note that you may be charged a fee of £10 for this service. You may also be asked to provide proof of your identity and for information that might help to locate the data you are seeking.

If you believe that any of the information we hold concerning you is incorrect or out of date, please provide us with the accurate information at the address below

11. Data protection via the website

We will make every effort to ensure that the information on our website is accurate. However, we cannot guarantee this and accept no liability for any information given via this website.

Even if data encryption is used, the security of information transmitted via the internet cannot be guaranteed. Any losses incurred or sustained by users who transmit information by electronic means shall be borne solely and exclusively by such user and in no event shall any such losses in whole or in part be borne by us.

Please see website terms and conditions.

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 upon you.

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

13. Prize Draw and Competition Rules

All prize draws and competitions which are associated with our offers are subject to separate terms and conditions, as written at the time of the prize draw, competition or offer. Prize draws are not open to employees of MBR.

14. 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 notwithstanding the jurisdiction where you are based.

If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

15. 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.

16. Entire Agreement

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

17. MBR Brand

As a member you are permitted to use the MBR logo.

18. Queries Comments and Complaints

We will respond to any complaint or query received within three 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 subscription please contact our customer services team:

Telephone: 0161 694 9900 (lines are open Mon-Fri 9am-5pm) (excluding public holidays and Christmas holiday)

Email: connect@manchesterbusinessradio.co.uk

Post: Elliot House, 151 Deansgate, Manchester