

Iceberg Group - Conditions

The following are the terms and conditions for the membership of the Iceberg Group and associated Services provided by Business to Business Exhibitions Ltd trading as Action Sustainability (referred to through out these terms and conditions as Us, We or Our) , to You, the client.

Services

Your membership is valid for twelve months from receipt of payment from You

We will provide the services as described on our website www.actionsustainability.com based on Your selected membership level. (Services) We will confirm receipt of Your payment and membership level.

You are responsible for requesting Services through phone, email or website bookings. No refund will be given if You fail to request the Services within Your subscription period or within the specified notice period set out below for each Service.

The following notice periods are required when requesting the following Services

- Ten working days notice for consultancy or evaluation (Silver and above)
- Agree dates for the Director Coaching within three months of commencement of Your Subscription Period (Platinum only)
- 2 working days notice for all other Services

Included within each level of membership:-

We will issue 10 newsletters per year, within which You will be informed of the opportunity to attend training courses, conferences or events. If You would like to attend, then places will be offered on a first come first served basis. If We are unable to provide You with a place, You will be offered a place at Our next course, conference or event even if it takes place after Your Subscription Period has expired..

We will provide telephone and email services as detailed on Our website between 9am and 5.30pm Monday to Friday. We will respond to messages left outside these hours within 4 working hours.

Cancellation of Services

We will take all reasonable steps to provide the person You nominate to provide the Service. We reserve the right to replace nominated people without notice with suitably qualified alternatives.

If You wish to cancel an arranged Service, then You shall provide ten working days written notice. If You fail to do this, the Service will be deducted from Your account and will not be re-provided. In the event that We need to cancel an arranged Service, then We will also provide You with ten working days written notice. If We do this, We will offer the same service within 30 working days or the next scheduled event. If we fail to do this, we will refund the proportion of Your membership fee that represents this Service.

Premises

Consultancy and evaluation Services shall be provided at Your premises.

Training services and events will be held in a public premises arranged by Us.

Payment

We will send two written reminders of expiry up to 3 months before expiry. You do not need to reply if You wish to continue Your membership at the same level. In this event We will invoice You for the subscription fee and the new service will commence the day after the expiry date, or on receipt of Your payment, whichever is the later.

If You wish to cancel Your membership or join at a different level You can advise Us in writing at any time during your membership year.

Confidentiality and Intellectual Property

All foreground and background Intellectual Property belongs to Us. We will provide you with materials related to the service during the course of Your subscription.

You will use the materials for Your internal purposes only. You will endeavour to keep the material confidential and you will indemnify us against any action resulting from Your use of the materials.

Both parties will keep all information related to this agreement confidential and will indemnify each other from all actions related to breach of confidentiality.

You shall indemnify Us in full and shall keep Us fully indemnified on a continuing basis from and against any costs, claims, damages, losses demands and expenses (including all legal expenses) which We suffer as a result of any misuse or breach of Intellectual Property in any materials provided by Us or in connection with the Services or this Agreement, including an infringement of Intellectual Property belonging to a third party.

This clause shall continue to apply for 12 months after expiry or termination of this agreement.

Branding

We will provide You with a logo confirming Your membership which You are permitted to use in Your marketing and promotional material. We reserve the right to ask You to remove the logo from any material we consider unsuitable and You will comply with this request within a reasonable time. You are only permitted to use the logo in the format, style, and colour as provided by Us

Termination

You can terminate the agreement at any time but Your membership fee will be refunded only if We have committed a breach of this agreement.

We can terminate the agreement at any time and will refund Your membership fee unless You have committed a breach of this agreement.

We are an ethical company and We wish to work with organisations who share similar values. Therefore, We reserve the right to terminate the agreement if We feel that our values and objectives are not mutual. If this occurs, You will remove any of Our logos from Your marketing materials and We will refund Your remaining membership fee.

Liability

The liability for both parties shall be limited to the value of the agreement, save for any losses, damages or claims resulting from property damage, death or personal injury and IPR infringements.

Each party shall indemnify the other for against public liability when providing services at their premises.

Both parties shall have appropriate insurance for public liability, professional indemnity and all other insurances necessary for their business.

Law

Services will be provided in the United Kingdom. This agreement is made under jurisdiction of the laws of England