



**LEEDS JUNIOR LAWYERS DIVISION**

**(LEEDS JLD)**

**MEMBERSHIP TERMS AND CONDITIONS**

Welcome to Leeds JLD!

We are an unincorporated not-for-profit organisation committed to promoting the interests of, and delivering a variety of social and networking events to, junior solicitors, barristers, trainee solicitors, paralegals, legal apprentices and law students in Leeds city centre and the surrounding Leeds region. Leeds JLD is constituted by a member-elected committee, details of whom can be found on our website at <https://www.leedsjld.com/>.

If you'd like to get in contact with us, please send an email to [leedsjld@outlook.com](mailto:leedsjld@outlook.com).

Membership of the Leeds JLD gives you exclusive discount on events, priority booking on popular events (such as our summer BBQ and winter ball), and access to member exclusive events. Depending on an individual's status, there will be different options for membership.

**Our membership year will run from 1 January to 31 December in any year. All memberships are valid until 31 December regardless of the date they are purchased.**

These terms, along with our [privacy & cookie policy](#) and any other terms on our website apply to any membership that you purchase with us. Please read these terms carefully before you purchase a membership on our website, as they set out important information about your and our rights and obligations.

The terms applicable to you will depend on whether you are an individual purchasing a membership, or, you are a firm purchasing membership(s) for your employees. Watch out for the different terms applying to "consumers" and "businesses" to make sure you're looking at the terms applicable to you. If you have any questions, please ask!

**These terms and conditions apply to any membership you purchase with us.**

**These terms and conditions do not apply to ticket sales. Any ticket purchased for our events will be governed by the separate terms and conditions for tickets.**

**By purchasing a membership from us, you agree to these terms and conditions.**

Before you read the rest of the terms:

Any reference to '**we**', '**us**' or '**our**' in these terms is to Leeds JLD.

Any reference to '**you**' or '**your**' is to the person or business purchasing a membership on our site.

Any reference to "membership" in these terms means any of the membership options that we advertise that you are able to purchase. For the purposes of these terms, membership is are considered a "service" that we offer (not a "good").

You must be at least 18 years old, a resident of the UK and satisfy the conditions in clause 2.a, to purchase a JLD membership. If you are a business customer or firm purchasing a membership on behalf of a business, you confirm that you have authority to purchase a membership for and on behalf of that business and that the individuals satisfy the relevant criteria.

Whether you're an individual or a firm, if you purchase a membership(s) from us, you accept financial responsibility for payment of the full membership(s) on behalf of all persons named on the membership.

We may make changes to these terms at any time.

## 1. Membership

- 1.a We offer memberships that we advertise on our website and social media.
- 1.b Any advertising material on our website is for advertising purposes only. We can't guarantee that the membership will be provided as described or as advertised.
- 1.c Unfortunately Covid-19 is still affecting the events we organise and we ask you to understand this before purchasing a membership with us. We ask you to respect these requirements and Government Guidance at all times.
- 1.d **Our membership year runs from 1 January to 31 December. All memberships are valid until 31 December regardless of the date they are purchased.**
- 1.e Membership gives you the opportunity to utilise exclusive discounts on events, priority booking on popular events (such as our summer BBQ and winter ball), and access to member exclusive events. There is no guarantee that events will take place each year and failure to organise or provide any event (including any events which have been suggested or implied) shall not be a breach of contract on our part.
- 1.f As a member, you will be entitled to provide suggestions to the JLD Committee about events and other perks that you would like the JLD Committee to explore. In some cases, the JLD Committee will not be able to meet your requests and this will not be considered a breach of contract by us.

## 2. Different Membership Types

- 2.a Membership of the Leeds JLD shall only be open to:
- 2.a.1 trainee solicitors and qualified solicitors up to 5 years PQE;
- 2.a.2 GDL, LPC and BPTC students;
- 2.a.3 paralegals and legal assistants;
- 2.a.4 trainee and qualified legal executives up to 5 years PQE; and
- 2.a.5 barristers and barristers within 5 years of completion of pupillage,
- resident or employed within West Yorkshire.
- 2.b Membership shall hereinafter be referred to as "membership", "members" and/or "individual members".
- 2.c Membership of the Leeds JLD is not transferable to anyone else in any circumstances.
- 2.d Depending on an individual's status, there will be different options for membership.
- 2.e You cannot freeze or pause any of our memberships.
- 2.f The JLD Committee is the board of representatives appointed in the year of your membership.

## 3. Purchasing Your Membership

- 3.a Memberships can be purchased via our website.

- 3.b Please check your purchase carefully and correct any errors before you submit it to us. **Any errors that you make (e.g. misspelling names, addresses, emails or purchasing the wrong membership) will not be our responsibility and, you may need to purchase another membership to rectify your error.**
- 3.c Anyone wishing to purchase bulk memberships on behalf of their firm/ colleagues and requiring an invoice can [email us](#).
- 3.d Acceptance of your membership takes place when we send you a confirmation email, at which point a legally binding contract is formed between you and us on these terms.
- 3.e We may contact you to say that we do not accept your membership purchase. If we do not accept your order, for example (but not limited to these examples) because we are unable to take payment, the membership is unavailable, you are under 18, you live or work outside of West Yorkshire, there has been a mistake in the pricing or description of the membership, we will contact you using the details you provided when you made your purchase. We have the right to reject any membership purchase for any reason.
- 3.f If you do not receive a confirmation from us, or if you receive an error message or service interruption after submitting payment information, it is your responsibility to confirm whether or not your membership has been purchased. Please make sure you check your junk mail and each of your email accounts (as you may have sent it to your personal/work email).
- 3.g Once your membership has been confirmed, we may contact you to request further details.
- 3.h Unfortunately, we do not accept membership purchases that are conditional upon any special request being met.
- 3.i All memberships are subject to availability. We might only have a certain number of memberships available for the calendar year. We cannot guarantee that any service or your requested number of memberships will be available at any given time.
- 3.j In some circumstances beyond our reasonable control, we may need to stop providing memberships. If this happens and it affects your membership, we will notify you any let you know the options available.
- 3.k If you would like to make any changes to your membership after you have purchased it, please contact us as soon as possible and we will let you know if it is possible to make the change. We are unable to guarantee that any changes can be met outside of these terms and conditions, but we will try our best to meet your needs.
- 3.l Where a disruption to a membership is caused by a Force Majeure Event, we will let you know and offer you the options available.
- 3.m We are not liable to you for any losses you incur where the membership(s) is delayed or cannot be provided because you failed to provide us with adequate instructions, additional information requested or any other information to allow us to provide the membership.

3.n If you are a consumer, the membership is provided to you for your domestic and personal use only. You must not use our membership for commercial or business purposes.

3.o If you are a business customer, you confirm that you are purchasing the membership for the purposes of your employees only, and not for or on behalf of any third party.

#### 4. Cooling Off Period for Consumers

4.a As per the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (CCRs) you are entitled to cancel your membership and receive a full refund of any payments made within 14 days of purchasing your membership and us confirming your membership.

4.b However, as per regulation 36 of the CCRs, if you make use of the membership benefits immediately, you agree that if you subsequently cancel your membership within the 14 day cooling off period, you will be refunded any monies paid, less an amount for the membership benefit you have already used commencing from the first day after joining. In some cases, this may mean that you owe us money, for instance, where you purchase a ball ticket which is more than the cost of your membership.

#### 5. Events and tickets

5.a Event tickets can be purchased by members and non-members on our website and will be subject to separate terms and conditions for tickets.

5.b Sometimes, we suggest that JLD members attend third party events together, such as organised races. Please note that we are not responsible for these events and shall not be liable for anything in relation to any third party event. We are not an agent for the third party organisers. These events will be subject to the third party's terms and conditions, and you should read and agree to those, before purchasing tickets from them directly.

5.c **Sometimes we take photos at our events for advertising purposes and to promote sponsors or Leeds JLD. If you don't want your photo taken, please let us know before you book a ticket or at the event. Please refer to our privacy policy for further information regarding your personal data.**

#### 6. If we Terminate a Membership

6.a Leeds JLD memberships may unfortunately be terminated, cancelled, postponed, moved (or something else) for any reason:

6.a.1 If the membership is cancelled, you don't need to do anything. We will let you know the status of the membership and inform you of any refund, or exchange procedures (etc.) and options available, if any.

6.a.2 If the membership is postponed or moved (or something similar) your membership(s) will still be valid, and you will not need to do anything else. However, we will let you know the status of the membership, and inform you of any refund, or exchange procedures and options available, if any. The exact option will depend on the membership

or service and the impact of the postponed, or moved membership.

6.b We will not be liable for travel or any other expenses that you or anyone else incurs in connection with any cancelled, rescheduled, or moved membership or event.

6.c We may also terminate a membership should the member pass away; cease to satisfy the membership criteria; the member resigns by written notice to the Leeds JLD unless, after the resignation and subject to the cancellation provision for consumers, there would be less than two members; any sum due from the member to the Leeds JLD is not paid in full within 30 days of it falling due.

#### 7. Prices

7.a Prices for our memberships are set out on our website. There may be various prices available depending on your status. You must make sure that you choose the correct membership and pay the correct membership price.

7.b All prices are in pounds sterling (£) (GBP) and include VAT at the applicable rate.

7.c Prices for our memberships may change at any time, including during the calendar year, and from one year to the next. Membership prices may also be offered at a discount during the membership year. Except as set out in clause 7.d below, such changes will not affect existing memberships.

7.d Unfortunately, sometimes we make mistakes in our pricing or sometimes our system may glitch. If there has been an error on the site regarding the pricing of any of the memberships and this affects your membership, we will try to contact you using the contact details you provided when you bought your membership. We will give you the option to re-confirm your membership order at the correct price or to cancel your membership. If we are unable to contact you, we will treat the membership as cancelled and notify you by email.

#### 8. Payment

8.a We accept various methods of card payment online. All credit card and debit card payments need to be authorised by the relevant card issuer.

8.b Unless we've specifically agreed with you in writing (see clause 8.c) we require 100% of the total membership cost to be paid when you purchase a membership. We will take this payment from your card before we send you your confirmation email. If the payment is unsuccessful, we may try to contact you using the contact details you provided when you placed your purchase. If we are unable to contact you, we will cancel your membership and let you know.

8.c Should we agree in writing that you will be invoiced for the membership(s) (this applies in most business purchases), we will invoice you for the full price of the membership(s). Your invoice will be sent to the email address you provided when you requested the membership and, must be paid by you within 30 days of receipt. In any event, we must always receive the full payment of the membership(s) before an individual may access the membership benefits.

- 8.d If your payment is not received by us when due, we may charge interest on any balance outstanding at the rate of 4% per year above the Bank of England's base rate. If the base rate is less than 0 then it will be 4% per annum.
- 8.e If your process requires that you contact Leeds JLD directly before paying any invoices (e.g. to confirm payment details over the phone), please contact the Treasurer of Leeds JLD, at the time of your purchase and they will be able to help. Please see <https://www.leedsjld.com/committee>.
- 8.f We may occasionally offer memberships at a discount after the original on-sale date and will not refund you the difference between the original price and the price you purchased the membership.

### 9. Cancellation of Your Membership by You

- 9.a If you decide to cancel your confirmed membership, you must tell us in writing. Your cancellation will only take effect when it is received in writing by us and will be effective from the date on which we receive it.
- 9.b Subject to the cooling off period in clause 4 and unless otherwise agreed in writing by you and Leeds JLD, the membership fees shall be non-refundable, regardless of the reason for cancellation.
- 9.c If you do not attend any of the Leeds JLD during the calendar year or fail to make use of the benefits offered through your membership, the full membership fee is payable and we will not be required to provide you with any refund.
- 9.d You agree to these cancellation terms and that you will not attempt to avoid the cancellation or refund terms by requesting a chargeback (or something similar).

### 10. Force Majeure

- 10.a We do not have any liability for any failure or delay in performance of our obligations under our contract with you to the extent the failure or delay results from or arises out of a Force Majeure Event, for as long as such event means that performance of our obligations under the contract, in full or in part, is delayed or is not possible.
- 10.b For the purposes of our contract, a “**Force Majeure Event**” shall mean any event or sequence of events beyond our control and which prevents us from, or delays us in, performing our obligations under the contract including, but not limited to: acts of God, fire, explosion; natural disaster; severe weather; acts or threats of, terrorism or war; embargo, blockade, imposition of sanctions or breaking off of diplomatic relations; law, order, rule, regulation or direction; epidemic or pandemic (including any current and future strain of the coronavirus); labour dispute, strike, industrial action, lockout or boycott; interruption or failure of utility service, including electric power, network, systems and back-up systems, gas, water, internet or telephone service; collapse of buildings; failure of machinery, computers or vehicles; unpredictable traffic delays; accidents; non-performance by suppliers or sub-contractors; failure of third party services; internet failures; or, malicious or negligent damage, but excluding your inability to pay or

circumstances resulting in your inability to pay any amount under the contract.

### 11. Your Behaviour

- 11.a All members of Leeds JLD are expected to conduct themselves in an orderly and acceptable manner at all times in representing the Leeds JLD, in line with SRA Guidance.
- 11.b If in our opinion or the opinion of any authority, your behaviour or that of any member of your party is causing or is likely to cause damage to reputation or goodwill of the Leeds JLD; your behaviour, actions or omissions are prejudicial to the interests and objectives of Leeds JLD; or it is in the best interests of the JLD, we reserve the right to terminate your membership immediately following a meeting of the JLD Committee and the steps set out in the constitution.
- 11.c In the event of such termination our liability to you and/or your party will cease. We will have no further obligations to you and no refunds shall be permitted. You may also be required to pay for loss and/or damage caused by your actions. You will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claims against you.
- 11.d We cannot be held responsible for the actions or behaviour of individuals or parties who have no connection with our membership or your contract with us.

### 12. Our Liability

- 12.a Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.
- 12.b Our liability under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) will not exceed the total price paid for the membership.

#### Consumers:

- 12.c We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage. We are not liable for any acts or omissions of third-party suppliers or other members.

#### Businesses:

- 12.d We will not be liable to you under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) for: consequential, indirect or special losses; or any of the following (whether direct or indirect): loss of profit; loss of opportunity; loss of savings, discount or rebate (whether actual or anticipated); or harm to reputation or loss of goodwill.

### 13. Your Rights



**Consumers:**

- 13.a For more detailed information on your rights, visit the Citizens Advice website at [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 0808 223 1133. If there is a problem with a service, we have provided to you, please contact us as soon as reasonably possible.

**Businesses:**

- 13.b Businesses: Except as set out in this clause 13.b, we give no warranties and make no representations in relation to the membership, and all warranties and conditions (including the conditions implied by sections 12–16 of the Supply of Goods and Services Act 1982 and any implied terms relating to the ability to achieve a particular result), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

**14. General**

- 14.a If this contract is ended it will not affect our right to receive any money which you owe to us under these terms.
- 14.b No one other than us or you have any right to enforce any of these terms.
- 14.c You are not allowed to transfer your rights under these terms to anyone. We may transfer our rights under these terms to another business without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.
- 14.d If you are unhappy with us or the membership we have provided to you, please contact us.
- 14.e Any personal information that you provide to us will be dealt with in line with our privacy policy, which explains what information we collect and hold about you, and how we collect, store, use and share such information.

14.f If any provision of these terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these terms will not be affected.

14.g If you breach these terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these terms.

14.h Any variation to these terms will not be binding unless expressly agreed in writing between you and us.

14.i We agree that these terms constitute the entire agreement between you and us in relation to your membership purchase.

14.j The Committee will run the JLD in accordance with its constitution in place from time to time.

14.k As members, you may be invited to certain meetings with the Committee. You will also be able to vote on new Committee members.

14.l You acknowledge that you have not entered into these terms in reliance on any representation or warranty that is not expressly set out in these terms and that you will have no claim for innocent or negligent misrepresentation on the basis of any statement in these terms.

14.m These terms and any dispute or claim arising out of, or in connection with, the terms, their subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales. You and us both irrevocably agree that the courts of England will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these terms, their subject matter or formation (including non-contractual disputes or claims).