

Thank you for supporting Professional Liverpool. This document sets out who we are, how we operate and what membership of Professional Liverpool means for you. The details which follow also set out the terms on which we do business with our members and others; those terms are to be treated as incorporated into any agreement howsoever and wheresoever constituted relating to any event hosted, organised, promoted, or supported by PL or to any sponsorship arrangements entered into by PL ("**Relevant Agreement**").

WHO WE ARE

Professional Liverpool is the trading name of Professionaliverpool Limited, a company limited by guarantee registered under number 06431249. Our registered office is at Suite 111d Cotton Exchange Building, Bixteth Street, Liverpool, England, L3 9LQ; our website is www.professionalliverpool.com. Our members and friends know us as "PL" so we will refer to ourselves by that name here.

PL'S OBJECTS

PL's constitution sets out its objects as promoting professional excellence in Liverpool and its surrounding area by:

- maintaining and enhancing the image of the professional community in the area.
- maintaining and enhancing the reputation of the area as a financial centre.
- enhancing opportunities for PL members.
- assisting the economic development of the Liverpool City Region and the wider north west.

PL's strategy for achieving these objects can be found on PL's website.

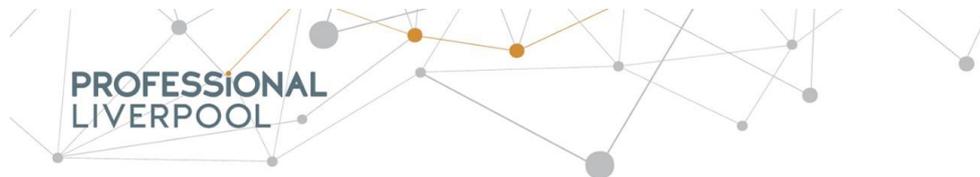
HOW PL IS RUN

PL is governed by a board of directors consisting of a Chair, Treasurer and Company Secretary as well as between 8 and 10 other individuals representing PL members from a diverse range of businesses in the Professional and Business Services ("**PBS**") sector. Board members are elected at PL's annual general meeting and serve for a term of three years. At each annual general meeting one third of the members of the Board retire to allow for new members to be elected. Board members who have already served six years are not eligible for re-election.

PL's operations are led by the Chief Executive who is supported by a small executive team.

Full details of current Board members and the PL executive team can be found on PL's website.

Every member of PL has a vote at PL's AGM and other general meetings. Each member which is not a sole practitioner must nominate a maximum of two authorised representatives to act on its behalf. Only one authorised representative may vote at general meetings.



MEMBERSHIP OF PL

Who can join?

Membership of PL is open to all businesses (including sole practitioners) which provide professionally qualified services and are committed to the achievement of PL's objects or, subject to the approval of the Board, which add value to or contribute to the overall economy of the Liverpool City Region ("LCR") or surrounding area. Members do not need to maintain an office in the LCR. Individuals may become members but not if the business of which they form part is also eligible for membership.

The Board is entitled to reject applications for membership without giving reasons or to admit to membership an individual or organisation which does not meet exactly the criteria for membership set out above.

What membership means

Every member of PL is expected to promote PL's objects and becomes bound by the provisions of PL's constitution. As PL is a company limited by guarantee, all members are bound to contribute £1 if PL is dissolved during their membership or within 12 months after their membership ceases.

Once a membership commences, all employees of the member are entitled to PL benefits so long as the membership subscription is paid.

All members (and their employees) must abide by PL's terms and conditions of business from time to time.

How to join

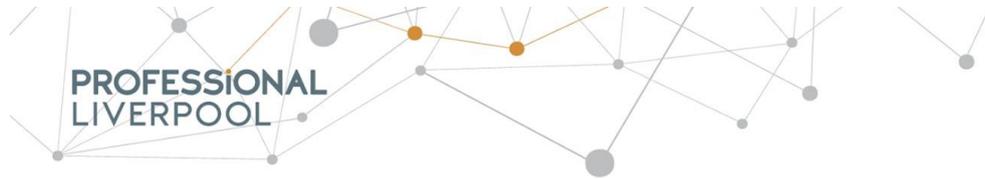
All prospective members need to apply formally via PL's website. All requests for membership are assessed by PL and, so long as the applicant satisfies the criteria for being admitted as a member, PL will issue an invoice for the appropriate membership subscription. Membership commences on the date specified in the invoice subject to payment of the relevant subscription.

Subscriptions

As PL is a membership organisation, it levies a subscription each year. The subscription year runs from 1 April in each year to 31 March in the next year.

Subscriptions are calculated by reference to a scale based upon the number of staff engaged in each member's business; they are subject to review every year by the Board but may be changed at any time. Invoices for subscriptions and any changes to subscription rates are notified by email to the representative(s) of members notified to PL.

Where a member joins after 30 April in any year, the subscription payable for that year will be reduced from the standard applicable annual subscription by reference to the number of complete months which have elapsed from 1 April until the date of the subscription invoice. For example, if membership commences on 15 June, the subscription will be reduced by one sixth to reflect the fact that two complete months (April and May) of the subscription year have elapsed.



Membership subscriptions are payable immediately upon delivery of an invoice from PL by email to the member's representative. The method for payment of the invoice will be stated on it; members should quote the invoice number when remitting funds.

To ensure accuracy in calculating subscriptions, members are required to keep PL informed of material changes in the number of their employees. PL periodically requests confirmation from members of the number of their employees; members represent that the number of employees notified by them to PL is true and accurate.

Once a member has joined PL, membership will continue until the member resigns or membership is terminated. Accordingly, an invoice will be issued to the member each year on or around 1 April for the following membership year's subscription unless the member has previously resigned on not less than one month's notice. Note that subsequent resignation or termination of membership does not release the member from the obligation to pay that year's subscription.

Resignation from membership

Members may resign their membership at any time by email to PL. Resignation does not entitle a member to any refund of, or reduction in, the subscription paid or payable for that subscription year. Any unpaid subscription will remain due to PL and must still be paid.

On cancellation, all benefits of membership of PL cease immediately.

Termination of membership

Membership can be terminated by the Board by written notice to a member in the circumstances provided for in PL's constitution. Membership also ceases if subscriptions are not paid within 6 months of the date on which they are due; if subscriptions in arrears are subsequently paid, membership may be reinstated by the Board upon payment.

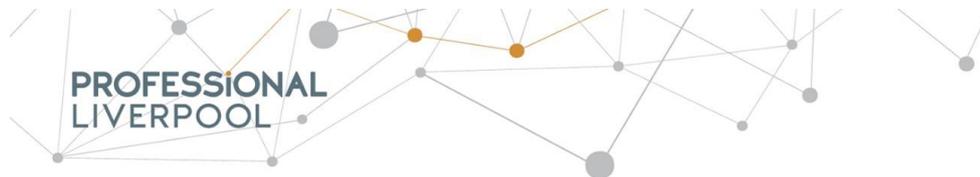
Termination of membership does not release a member from payment of any subscriptions then due nor give rise to an entitlement to a refund of any part of the then current subscription which has then been paid.

If membership is terminated, all privileges and benefits of membership cease immediately. This includes the right to attend any event already booked where attendance, or attendance at a particular cost, was conditional upon membership of PL. In these circumstances, no refunds will be given.

MEMBERSHIP PREFERENCES

Communication

When a member joins PL, the member's name, together with the name, job title, contact information including email address, demographic information such as postcode, preferences, and interests of the member's representative(s) and of any employees of the member who register on the PL website and/or other information relevant to events and member surveys and/or offers.



All members and employees can register their details on the PL website to ensure that they receive full details of events organised or promoted by PL. PL will contact anyone who opts-in to receiving marketing information by email with information related to events organised or promoted by PL or offers associated with being a member of PL. This allows members and their employees to take full advantage of the privileges and benefits of membership of PL.

Members are asked to encourage their employees to register their details on the PL website so that the full benefit of membership can be obtained. It should be noted that this is a self-service system and PL does not itself maintain the details to reflect, for example, staff changes or changes of name or role.

Anyone who has opted-in to receive marketing communications from PL, but subsequently wishes to opt-out, may do so by emailing info@professionalliverpool.com

Privacy

PL will treat any personal data collected by it from any member or any employee or representative of a member in accordance with PL's Privacy Policy, which can be found on PL's website.

Business partnerships

Due to the nature of PL's business, PL selects from time to time a few business partners who may sponsor events organised or promoted by PL, send representatives to those events, and/or provide offers to members. PL will not provide to these business partners any details provided to PL by members unless members expressly opt-in to this provision.

Any information on PL's website or on any of PL's promotional material concerning any of its business partners is provided by those business partners and PL makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability of that information or any promotions.

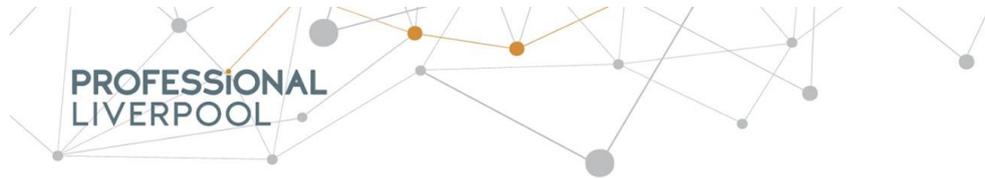
Complaints and feedback

PL encourages members to provide feedback on the work of PL or the standard of the service it provides by contacting its CEO at andrewruffler@professionalliverpool.com. PL expects members to allow it a reasonable opportunity to investigate and assess any complaints before it responds.

EVENTS

PL regularly organises a variety of events, full details of which are uploaded to the PL website. Unless otherwise stated, only PL members whose subscriptions are up to date are entitled to attend such events. In some cases, PL may permit attendance by those who are not members of PL (whether on payment of a charge or otherwise).

Many events organised or promoted by PL are free to attend for members. However, PL reserves the right to organise, host, promote or support events for which a charge is made which is payable by members or, where permitted to attend, non-members. Different charges may apply for members and non-members.



Where a charge is payable for an event, attendance is conditional upon full payment in advance unless PL otherwise agrees. Payment may be required to be made by credit card on booking where an event service provider is used. Where PL agrees to issue an invoice in respect of a booking, methods of payment are stated on PL's invoices from time to time.

Bookings for events can be modified or cancelled by contacting PL on info@professionalliverpool.com. However, refunds will not be given for cancellations made within 7 working days prior to the date of the event. In some cases, for major events, PL may specify a period of 20 working days for refunds; this will be stated in the booking information for that event. Instead of cancellation, alternative delegates may attend the event on behalf of the person making the booking, but PL cannot guarantee that attendance lists, name badges or place names or other similar information will be capable of being updated to reflect the replacement attendees.

Non-attendance at an event after making a booking will constitute a cancellation for the purposes of these conditions.

Where a booking has been made for an event for which there is no charge, advance cancellations with as much notice as possible are requested as there are often waiting lists to attend PL events.

From time to time, PL may arrange, at its own expense, for a photographer to attend events which it is organising, hosting, supporting, or promoting. The photographer will be permitted to take photos of the event, including attendees. PL reserves the right to use any images captured by the photographer in printed and online publicity, social media, and press releases. Any attendee who does not wish their image to be taken and/or used in this way must email info@professionalliverpool.com prior to the event and identify themselves to a member of the PL team on arrival at the event.

PL also reserves the right to record online events and to make a recording available to view on the PL website. Members attending who do not wish to be recorded should mute their microphone and turn off their camera during the event.

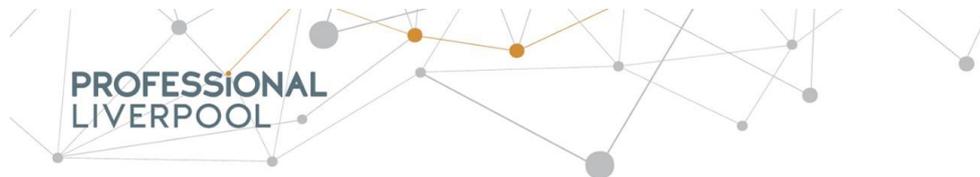
PL reserves the right to issue to all those attending events which it organises, hosts, supports, or promotes a list of the names and organisations of all those who have registered to attend and/or who do actually attend the event. PL is not responsible for any errors or omissions in any such list.

SPONSORSHIP

PL welcomes sponsorship of events by members and, if approved by the PL board, non-members. Enquiries about sponsorship opportunities should be directed to clarebrookfield@professionalliverpool.com.

The terms of sponsorship will be agreed on a case-by-case basis and may involve the following:

- payment of a fee.
- promotion of the sponsor at, or association of the sponsor with, an event.
- use of the sponsor's logo on printed or online material relating to an event.



- distribution of the sponsor's promotional material before, at or after an event.
- attendance by the sponsor's employees or guests at an event either free of charge or at a discounted rate.

Where sponsorship involves payment of a fee, payment in full must be received by PL before any material referencing the sponsor's association with the event is distributed.

If a sponsor wishes to withdraw from an agreed sponsorship arrangement, it should contact clarebrookfield@professionalliverpool.com. The sponsorship fee will not be repayable if the sponsor wishes to withdraw from the arrangement after the first benefit under the arrangement has been provided to the sponsor (including the issuing of publicity incorporating the sponsor's logo, name or details) or, where no benefit accrues to the sponsor prior to the event, within four weeks (or such longer period as may have been agreed in connection with the relevant sponsorship arrangements) prior to the relevant event. For the avoidance of doubt, if a sponsorship arrangement is agreed less than four weeks prior to an event and the sponsor wishes to withdraw its sponsorship, no refund of any agreed fee will be due to the sponsor and, if not paid, it will be recoverable in full by PL.

If a sponsor withdraws its sponsorship at any time, all rights and benefits associated with that sponsorship will cease (for example, the sponsor's logo or advertisement will not be displayed at the event nor in any promotional material before or after the event and any reservation of places at the event for the sponsor or its employees or guests will be cancelled).

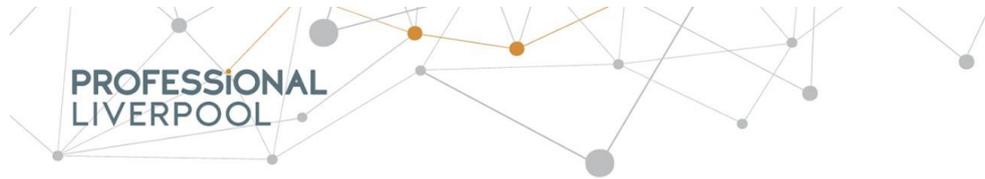
If at any time and for any reason, PL cancels an event on more than four weeks' notice, any sponsorship fee associated with that event will be refunded but otherwise will not be refundable.

DATA PROTECTION

PL's official event service provider is Eventbrite. When PL hosts or organises an event, it may use Eventbrite's services regarding ticket provision, event registration and marketing. Eventbrite will collect the personal data of anyone who books or purchases tickets for an event through Eventbrite's website, subject to its own privacy policy. Eventbrite's policy can be found on its website.

Anyone who registers for an event via the Eventbrite website will be sent an automatic email confirming registration. This email will act as a ticket for the event subject to payment of any charge associated with attendance at the event. The name and organisation of the person registering for the event will then be added to a list of attendees for that event. Only those who have received this email confirmation (and have paid any charge associated with the booking) are entitled to attend the event.

Where PL promotes or supports events hosted or organised by other organisations alternative event service providers may be used. Details as to how to register for such events will be contained on PL's website or in its email communications. In such cases, those other organisations or alternative event service providers will collect the personal data of those registering subject to its own privacy policies. Before providing any personal data to those other organisations or alternative event service providers, any registering for the event should review the relevant organisation's or provider's privacy policy.



PL'S TERMS OF BUSINESS

Limitation of liability

To the fullest extent permitted by law, PL, its affiliates, employees, agents, suppliers or sub-contractors shall not be liable to any member, employee or associate of any member or anyone registering for any event hosted, organised, promoted or supported by PL, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with any Relevant Agreement for loss of profits; loss of sales or business; loss of agreements or contracts; loss of use or corruption of software, data or information; loss of or damage to goodwill; and any indirect or consequential loss. PL's liability in all other cases shall be limited to a maximum £1,000.

PL shall not be in breach of any Relevant Agreement nor liable for delay in performing, or failure to perform, any of its obligations under any Relevant Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, but not limited to, fire; flood; inclement weather; strikes or industrial action; action of any local, regional or national authority; any statutory requirement, order or regulation or any requirement, regulation or recommendation of any public or local or other competent authority issued or imposed as a result of, or in respect of, any actual or anticipated threat to public health in respect of which any law order rule regulation direction or regulation is made by the Government or any local or other public authority or competent authority in relation to quarantine, isolation or other disease control restrictions.

While PL exists to promote the PBS sector within the LCR and encourages members to connect with each other and create new business opportunities, PL does not endorse the services provided by any member and cannot be held liable if a member suffers any loss as a result of any services provided by any other member.

Entire agreement

These terms of business supersede all prior arrangements and understandings whether written or oral appertaining to the subject matter of any Relevant Agreement and may not be varied except by an instrument in writing signed by all the parties to the Relevant Agreement.

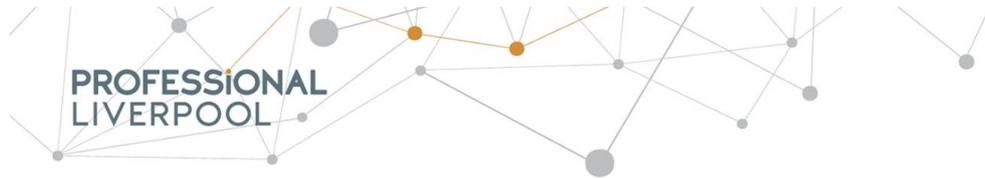
Assignment and other dealings

PL may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all its rights and obligations under any Relevant Agreement. No other party to a Relevant Agreement may assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under it.

Membership of PL is personal to each member and its employees and is not transferable.

Notices

Any notice given under any Relevant Agreement will be in writing and served by hand, prepaid recorded or special delivery or prepaid international recorded airmail to the relevant party at its registered office or by email to the email address stated below, or in each case to such other address



as the relevant party may designate to the other for such purpose in writing from time-to-time. Any such notice will be deemed served at the time of delivery.

PL: info@professionalliverpool.com;

Any member: to the email address of the nominated representative of the member notified to PL;

Any other person: to the email address for that person notified from time to time to PL.

Severance

Each paragraph of PL's terms of business operate separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

Third Party Rights

Unless it expressly states otherwise, a Relevant Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it.

Governing Law and Jurisdiction

PL's terms of business and any Relevant Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with any Relevant Agreement or its subject matter or formation shall be governed by and construed in accordance with the law of England. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it.

Updates to PL's terms of business

PL reserves the right to update its terms of business at any time without notice by posting changes on the PL website. It is the responsibility of those doing business with PL to familiarise themselves with PL's terms of business regularly to ensure that they are aware of any changes. Continued membership of PL following the posting of any such changes will constitute acceptance of the revised terms of business.

Variation of terms of business

PL may at its discretion expressly agree variations to its terms of business in respect of any individual Relevant Agreement but in the absence of such express variation, these terms of business shall prevail.