



## **FamBiz Subscriber – Premium Subscription - Terms and Conditions**

(Updated January 2022)

### **Subscription applications**

- (1.1) Applications will be considered for family businesses and those businesses that support the sector. The Family Business Network Ltd trading as The Family Business Community (TFBC) have the right to refuse applications if they feel appropriate.
- (1.2) By completing and submitting to subscribe to TFBC, the subscriber is deemed to have signed an agreement to these terms and conditions.
- (1.3) All information provided by you to us must be true and accurate at the point of applying. In the event of changing circumstances such as moving roles, changing contact details, you must notify TFBC by email to [team@fambiznet.co.uk](mailto:team@fambiznet.co.uk) or in writing (The Family Business Network Ltd, Windermere Road, Staveley, Cumbria, LA8 9PL) so our records are updated. TFBC have the right to terminate your subscription depending on whether you still meet our subscription criteria.

### **Subscriber payments, renewals and cancellations**

- (2.1) Your subscription is fixed for one calendar year on an automatic renewal basis, starting on the day you join TFBC as a subscriber. On receipt of payment your subscription will be activated.
- (2.2) Payment can be made by all major debit or credit cards. If payment remains outstanding, then we will be unable to process your subscription.
- (2.3) It is the subscriber's responsibility to advise TFBC if their intention is not to renew their subscription. You must advise us in writing (The Family Business Network Ltd, Windermere Road, Staveley, Cumbria, LA8 9PL) or by email to [team@fambiznet.co.uk](mailto:team@fambiznet.co.uk) one month prior to your renewal date if you do not wish to renew.
- (2.4) Your subscription will auto renew, and your debit/credit card will be charged unless we receive your cancellation in writing within the notice period detailed in point (2.3) subject to the cancellation procedure detailed in (2.5)
- (2.5) To cancel your subscription you will need to notify us in writing or by email stating a reason which will be recorded for internal use only. Refunds will not be given for cancelled subscriptions.

### **Subscription Details**

- (3.1) A FamBiz Premium Level Subscription costs £75 (plus VAT) per business for 12-months. The subscription enables the subscriber to the following:
  - Unlimited use of our logos on your material to promote your association with The Family Business Community
  - Receive our newsletters and family business focussed content
  - Distribution of your family business news

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- Access to our FamBiz Media Channel
- Access to signposting and knowledge sharing within the Family Business Community
- 20% discount off our event ticket prices (excluding Awards)
- £10 of the subscription cost is donated to our Family Business Foundation

### Subscriber benefits and obligations

- (4.1) Subscriber benefits are only available if subscription fees are up to date.
- (4.2) Subscriber benefits may change without notice.
- (4.3) Any failure to comply with TFBC code of conduct (8) will result in your subscription being cancelled.

### Terminating a subscription

- (5.1) TFBC reserves the right to withdraw a subscription or prevent any subscriber from renewing their membership if the subscriber puts TFBC in disrepute.
- (5.2) TFBC reserves the right to withdraw a subscription if a subscriber has deemed to have misused the subscriber privileges.
- (5.3) TFBC reserves the right to withdraw a subscription if the work of your business is no longer compatible with TFBC.

### GDPR

- (6) “Subscriber (client) Data” means any personal data which is transmitted by or on behalf of subscriber to, or is otherwise processed by, TFBC (consultant company) under this Agreement or which is generated under this Agreement

“Data Protection Legislation” means the Data Protection Act 1998, from the 25<sup>th</sup> of May 2018, the General Data Protection Regulation ((EU 2016/679) or any replacement legislation applicable in England and Wales from time to time and any other applicable laws relating to the processing of personal data.

Within this Agreement the terms “controller”, “data subject”, “personal data”, “personal data breach”, “process (“processed” to be construed accordingly) and “processor” shall have the same meanings as in the Data Protection Legislation.

### **Data protection**

1. With respect to the Parties rights and obligations under this Agreement, the Parties acknowledge that in relation to any Client Data, Client (**Subscriber**) is a controller and Consultant Company (**TFBC**) is a processor.

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2. The parties acknowledge their respective obligations under the Data Protection Legislation and shall give each other such assistance as is reasonable to enable each other to comply with such obligations.
3. The Parties confirm that the following information has been provided in Annex 1: subject matter and duration of the processing; the nature and purpose of the processing; the type of personal data; the categories of data subjects; the obligations and rights of the subscriber.
4. Where TFBC processes Subscriber Data under or in connection with this Agreement, TFBC shall:
  - a. save as required otherwise by law, only process such Subscriber Data as is necessary to perform its obligations under this Agreement, and only in accordance with the subscriber's instructions.
  - b. put in place appropriate technical and organisational measures to meet its own obligations under the Data Protection Legislation.
  - c. ensure TFBC staff who will have access to subscriber Data are subject to appropriate confidentiality obligations.
  - d. ensure that it does not engage any sub-processors to process any subscriber Data unless express permission is granted by the subscriber in writing.
  - e. not process or transfer subscriber Data outside the European Economic Area without the prior documented consent of the Client.
  - f. have in place the appropriate technical and organisational security measures to protect the subscriber Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access.
  - g. notify the subscriber within 24 hours of becoming aware of any personal data breach involving subscriber Data, considering the nature of processing and the information available to TFBC.
  - h. take appropriate technical and organisational measures to assist the subscriber in responding to requests for data subjects for access to or rectification, erasure or portability of subscriber Data or for restriction of processing or objections to processing of subscriber Data (but TFBC will not itself respond to any such data subject request except on written instructions from the subscriber). Furthermore, TFBC will, upon the request of the subscriber, provide assistance to the subscriber relating to their security;

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impact assessment; data breach reporting requirements; and data protection or data privacy authority consultation obligations under the Data Protection Legislation taking into account the information available to TFBC.

- i. TFBC will make available to the subscriber such information as the subscriber reasonably requests and, permit and contribute to such audits, including inspections, conducted by the subscriber (or the subscribers appointed auditors), as is necessary to demonstrate TFBC compliance with the Data Protection Legislation.
  - j. save as may be required by law, at the subscriber's option either delete or return the subscriber Data to the subscriber on expiry or termination of this Agreement.
5. TFBC shall inform the subscriber in writing if, in TFBC opinion, an instruction from the subscriber infringes the Data Protection Legislation but only in relation to a breach of General Data Protection Regulation ((EU 2016/679)) and/or other Union or Member State data protection provisions and not jurisdictions outside of these areas.
  6. TFBC shall indemnify and keep indemnified subscriber against any liability, fines, claims, demands, expenses and costs (including legal fees) arising as a result of any breach of Data Protection Legislation or breach of this Schedule by TFBC.

### **Description of the Processing of Personal Data**

#### **1. Subject Matter**

We are processing personal data by means of Electronic (Direct) Marketing using a combination of telephone, email and social media channels. Communication is largely unsolicited, so we need to comply with the Privacy & Electronic Communications Regulation 2003 (PECR).

#### **2. Nature**

The nature of the communication is to share family business related content to relevant personnel within the companies held on TFBC CRM database and to facilitate introductions, peer to peer learning and knowledge transfer. This can include identifying and sourcing individual's names and contact details for these family business organisations as well as re-contacting individuals who have previously given permission to be contacted.

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### 3. Purpose

The objective of the communication is to initiate introductions and communication between the family businesses and the businesses that support the sector.

The lawful bases of processing the data has been identified as 'Legitimate interest'.

### 4. Categories of Personal Data

The CRM system will retain the below personal data:

Company Name

Company Address

Individual full name

Job Title

Switchboard number

Direct Dial

Mobile number

Email address

Social media handles

### 5. Sensitive Personal Data

Not applicable

### 6. Categories of Data Subjects

The family business data includes individuals which hold certain positions within any of the organisations on the CRM system. The job titles have been identified by you the subscriber and as the people most relevant for your services.

There may also be instances where we will contact lapsed customers, but this will be done on an ad hoc basis at the instruction of the subscriber.

### 7. Recipients of the Personal Data

Recipients include any of the 'authorised' members of the TFBC team.

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**8. Data Transfers**

Data will be transferred over at the subscriber's request.

**9. Supplier DPO**

Sue Howorth, Co-owner of The Family Business Network Ltd

Dave Clarkson, Co-owner of The Family Business Network Ltd

**(7) Variation of terms and Conditions**

These terms and conditions may be revised from time to time. If they are revised, we will inform you via email or in writing the revised version to you. It will be your responsibility to keep up to date with such changes and your subscription shall be deemed acceptance of any changes to these terms and conditions.

**(8) Our Code of Conduct**

Anyone associated with The Family Business Network Ltd, Trading as The Family Business Community should endeavour to maintain the highest standards of personal and professional conduct. We have put this Code in place to ensure that our subscribers can engage with each other in a supportive and mutually respectful manner. The Code underpins our commitment to develop a community dedicated to open peer to peer exchange and the dissemination of knowledge transfer.

The principles of our Code of Conduct.

All subscribers are expected to act in accordance with the principles outlined in this document.

The code is based on seven key principles below:

**1. Responsibility and accountability**

You should:

Be aware of the ethical, legal and professional responsibilities of The Family Business Community. You should avoid personal and professional misconduct that might bring The Family Business Community or the reputation of the Community into disrepute.

**2. Integrity and honesty**

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You should:

Be honest and accurate in representing your own business.

Not use your Family Business Community subscription as a means of conveying a level of competency or professional standards, as we are not an accrediting body and there is no assessment of competency to attain/retain subscription.

### **3. Respect and fairness**

We are committed to maintaining and promoting a peer to peer learning community in which people treat each other with dignity and respect. You should not discriminate against, bully or harass others on the basis of: cultural and role difference, including (but not exclusively) those involving age, disability, education, ethnicity, gender, language, national origin, political beliefs, race, religion, sexual orientation, marital or family status and socio-economic status. You should respect the knowledge, insight, experience and expertise of fellow subscribers.

### **4. Privacy and confidentiality**

You should:

Respect each subscriber and collective rights to privacy and maintain confidentiality in compliance with UK and international law regulations.

### **5. Avoidance and personal gain**

You should:

Neither offer nor accept bribes or inducements either on a personal basis or on behalf of the Community.

### **6. Conflict of interest**

You should:

Declare to The Family Business Community any competing professional or personal interests that may be pertinent to your activities within the Community and Community-supported events and working groups. This includes any professional/academic disputes, whistleblowing activity within your own workplace and issues/disputes over your own integrity.

Any activities you engage with in The Family Business Community name must be consistent with our vision, purpose, and our values. If a conflict of interest does arise, you must inform one of the Directors of The Family Business Network Ltd. Failure to do so, may lead to the imposition of actions, including a ban on attendance/participation at specific Family Business events or activities and ultimately termination of subscription.

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## 7. Collegiality

You are encouraged to collaborate with external learned societies and organisations in order to exchange knowledge and help disseminate learning and good practice. If you put in place barriers or are obstructive to such collaboration or act in a way that brings The Family Business Network Ltd or the Family Business Community into disrepute.