

TERMS AND CONDITIONS – 1066 COUNTRY MEMBERSHIPS

1. Definitions and interpretation

In these terms:

“Member” means any business or organisation that has been accepted as a member of 1066 Country Marketing.

“Services” means the marketing, promotional and related services provided to Members as part of the membership.

2. About us

1066 Country Marketing is part of Rother District Council (“RDC”).

Membership agreements are entered into with RDC, and membership services are provided by or on behalf of RDC under the 1066 Country Marketing initiative.

3. Membership and eligibility

Membership is open to businesses and organisations that meet the eligibility criteria set by 1066 Country Marketing from time to time.

We reserve the right to accept or reject any application for membership at our discretion.

Membership is personal to the Member and may not be transferred without our prior written consent.

4. Services provided

We will provide the Services to Members as described in our membership materials and communications.

The Services are marketing and promotional services only and may include online listings, promotional features and related marketing materials.

We may update or amend the Services from time to time to reflect changes in our offering or operational requirements.

5. Member obligations

The Member agrees to:

- provide accurate and up-to-date information in relation to their business and any content submitted;
- ensure that any materials provided (including images, descriptions and promotional content) do not infringe the rights of any third party;
- comply with all applicable laws and regulations;
- cooperate with us in relation to the provision of the Services.

We may remove or amend any content submitted by a Member where we reasonably consider that it does not comply with these terms. and/or may suspend or remove the Member's access to Services where reasonably necessary.

6. Membership, Fees and payment

Membership fees (if applicable) will be set out in the relevant membership materials or invoice issued by Rother District Council. Our membership Fees information is available on our website [Membership - Visit 1066 Country](#).

All fees are exclusive of VAT (where applicable) and are payable in accordance with the payment terms specified at the time of invoicing (currently 30 days unless otherwise stated).

Payment may be made using the methods specified by Rother District Council from time to time, which may include BACS, Direct Debit, online payment, telephone payment or cheque.

We reserve the right to change membership fees from time to time. Any changes will apply on renewal.

Membership fees and subscriptions are non-refundable, except where required by law.

Members are permitted to use and display, for the purposes of promoting their membership, the 1066 Country logo or branding materials (the "Marque") on their own website homepage and to use it in their promotional materials. The Marque will be made available via the members' section of the website. Use of the 1066 Country name, logos or Marque by non-members is not permitted. We reserve the right to withdraw permission to use the Marque where a Member breaches these terms or where such use may damage our reputation.

Members agree to contribute, where reasonably requested, to data and statistics gathering activities carried out by Rother District Council in connection with 1066 Country Marketing and provide such information or materials as reasonably requested for marketing or promotional purposes, subject to applicable data protection legislation

7. Term and renewal

Membership will commence on the date of acceptance and will continue for the agreed membership period, as specified in the relevant membership materials or confirmation of membership.

Membership does **not renew automatically**. Members will be invited to renew their membership at the end of each membership period.

8. Termination

We may terminate or suspend membership with immediate effect where:

- the Member breaches these terms;
- the Member fails to make payment when due; or
- we reasonably consider that the Member's conduct may damage our reputation.

The Member may choose not to renew their membership at the end of the membership period. A Member may also notify us in advance if they wish to end their membership early, however no refunds will be provided.

Termination will not affect any rights or liabilities that have accrued prior to termination.

9. Liability

Nothing in these terms excludes or limits liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation;
- any liability which cannot be excluded or limited under applicable law.

Subject to the above, we will not be liable for:

- loss of profits, revenue or business;
- loss of business opportunity or goodwill;
- indirect or consequential loss or damage.

Our total liability arising in connection with these terms shall not exceed the total fees paid by the Member in the relevant membership period.

10. Intellectual property

All intellectual property rights in the Services and any materials provided by us remain our property or that of our licensors.

The Member grants us a non-exclusive, royalty-free licence to use any content provided by the Member for the purposes of delivering and promoting the Services.

11. Data protection

We will process personal data in accordance with applicable data protection legislation, in accordance with applicable data protection legislation and our Privacy Policy. Rother District Council is the data controller unless otherwise stated.

Further details are set out in our [Privacy Policy](#)

12. Complaints

If you have any questions or complaints regarding your membership, please contact us using the contact details provided.

Where applicable, complaints may be handled in accordance with Rother District Council's complaints procedures.

13. General

We may update these terms from time to time.

If any provision of these terms is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

These terms constitute the entire agreement between the parties in relation to membership.

Where Services or activities are carried out by or on behalf of Rother District Council (RDC) relevant Council terms policies may apply.

14. Governing law

These terms are governed by English law.

The parties agree that the courts of England and Wales shall have jurisdiction.