

ZIMA Club Membership Terms and Conditions

Who we are. We trade as ZIMA Club. We are Articulate Communications Agency Ltd, a company registered in England and Wales. Our company registration number is 05497962 and our registered office is at 3rd Floor Palladium House, 1-4 Argyll Street, London, W1F 7LD. Our registered VAT number is 882119614.

What these terms cover. These are the terms and conditions of membership in ZIMA Club.

Why you should read them. Please read these terms carefully before you make or renew your membership application with ZIMA Club. By continuing to use this website and by completing and submitting or renewing a membership application you agree to be bound by these terms. These terms tell you who we are, how you can apply for or update your membership with us, what to do if there is a problem and other important information.

Changes to these terms. We may change or add to these terms from time to time for security, legal or regulatory reasons as we continue to evolve and keep our business up-to-date. We will post the updated version here if we change these terms, and such changes will be effective immediately when posted. Your continued enjoyment of our membership including the benefits available to our members constitutes your acceptance of such changes and your agreement to be bound by the updated terms. We recommend that you continually check our terms to ensure that you understand the terms that apply at that time.

These terms were most recently updated on **[10 March 2022]**.

If you are a business customer. If you are a business customer these terms constitute the entire agreement between us in relation to your membership. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

How to contact us. You can contact us by telephoning our customer service team at +44 7880 613 564 or by writing to us at contact@zima.club and 45 Frith Street, London, W1H 4SD.

How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

ZIMA Club Membership Terms and Conditions

1. Definitions

- 1.1. **“Candidate”** means a person who has submitted a membership application.
- 1.2. **“Club”** means ZIMA Club.
- 1.3. **“Club premises”** means facilities and venues used by the Club from time to time.
- 1.4. **“Event”** means anything organised and hosted by the Club.
- 1.5. **“Event Ticket”** means a non-refundable ticket to attend a Club’s Event.
- 1.6. **“Manager”, “Management”, “Management Team”** means any member of the Club’s staff acting on the authority of the manager on duty.
- 1.7. **“Member”** means a person accepted into membership of the Club and who has paid the appropriate Membership Fee.
- 1.8. **“Membership Fee”** means a non-refundable fee contracted over the Membership Period, payable in advance at the start of the Membership Period.
- 1.9. **“Membership Period”** means a 12-months’ period of membership starting on the date when the Club has received the payment of the Membership Fee in full.
- 1.10. **“Writing” includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

2. The contract

We must receive the payment of the applicable Membership Fee in full before we can confirm your membership with us. Our acceptance of your membership application (including any renewal request) and our receipt of the Membership Fee brings into existence a legally binding contract between the Club and a Member.

3. Membership

- 3.1. **Overview.** The Club offers our Members the opportunity to attend an exclusive programme of Events, as well as the partners’ discounts, privileges and special offers.
- 3.2. **Benefits.** Members of the Club may receive benefits from our partners and their projects. We will regularly inform our Members about the benefits that are currently available.

4. Accepting new Members

- 4.1. **Acceptance.** We decide to accept a person as a Member at our absolute and unfettered discretion. The Club shall have the right to refuse any membership application for any reason without giving any reasons.
- 4.2. **Conditions.** An eligible Candidate can be accepted as a Member subject to the Club’s approval of application and receive the payment of the applicable Membership Fee.
- 4.3. **Age.** Every Candidate must be at least 18 years of age.
- 4.4. **Two referrals.** In order to speed up the process of joining the Club, each Candidate can provide two referrals from their colleagues, friends or relatives who are the existing Members at the time when the application is submitted.

- 4.5. **Membership application.** In order to become a Member of the Club, a Candidate will need to fill out the membership application and answer the questions on the application so we can better understand his intentions to become a Member and what we can give provide such Candidate.
- 4.6. **Approval.** After receiving the membership application and the optional two referrals, the Club will consider a Candidate for becoming a Member. We aim to process all membership applications promptly but, occasionally, it may take longer to consider your application.
- 4.7. **Membership Fee.** After the application is approved by the Club, the Candidate will need to pay the Membership Fee in full in the amount corresponding to the membership type that the Candidate has chosen. The Candidate will see the available membership types when they make their membership application.
- 4.8. **Confirmation of membership.** As soon as we receive the payment of the Membership Fee, a Candidate becomes a Member of the Club and is able to enjoy the benefits of membership in the Club. The successful Candidate will receive an email confirming that they are accepted as a Member, the confirmation email will include the information about the upcoming Events of the Club.

5. Membership Period

- 5.1. **Overview.** Each new Member joining the Club agrees to remain the Member during the Membership Period, unless there is an early termination of Membership (a Member cancels their membership as permitted under these terms or the Club expels a Member). The preservation of membership during the Membership Period is essential as it allows the Club to commit to the level of investment required in providing equipment and facilities to the standard expected by our Members.
- 5.2. **Renewal.** Membership renewal does not happen automatically. One month before the expiration of the Membership period, the Member will be contacted by the Management Team to confirm the renewal of membership for the next Membership Period and help with its implementation.
- 5.3. **Right to cancel.** If a Member wishes to cancel their membership, a Member must inform the Club of their wish to cancel their membership by a clear statement by e-mail to the following email address contact@zima.club. The Club at their absolute and unfettered discretion can (but does not have to) accept the Member's cancellation request and cancel the membership. The Club reserves the right to withhold a portion of the Membership Fee that the Member paid for the actual number of days of membership until their request to cancel.

Nothing in these terms is intended to restrict the legal right of a Member (who is a consumer) to cancel the membership within 14 days after making the payment of the Membership Fee. The cancellation period will expire after 14 days from the day when the Member paid the Membership Fee.

- 5.4. **Expelling a Member.** A Member of the Club may be expelled from the Club in case of disturbing the normal operation of the Club, or a serious violation of these terms or the Club rules, or due to other compelling reasons in the opinion of the Management at their unfettered discretion. For the avoidance of doubt, the Membership Fee is not refundable on termination of membership in case of expulsion or under any other circumstances.

Examples of the possible grounds for immediate termination of the membership by the Club include the following:

- 5.4.1. A Member and/or their guests commit a serious or repeated breach of these terms or the Club rules and, in particular, if they do not adhere to the safe and proper use of the Club's equipment or facilities as instructed by our staff or in Club notices;
- 5.4.2. The behaviour or conduct of a Member and/or their guests is reasonably deemed by the Club to be improper or likely to endanger the welfare, safety, harmony or good reputation of the Club;
- 5.4.3. A Member provides the Club with materially false or misleading details when applying for membership.

6. Membership Fee

- 6.1. **Overview.** The Membership Fees for each type of membership shall be fixed by the Management. The Management may, at their unfettered discretion, waive or reduce the Membership Fee for any Member. The Candidates can enquire about the Membership Fees or any other Membership question by contacting us at contact@zima.club.
- 6.2. **VAT.** All Membership Fees communicated to Members will include VAT.
- 6.3. **When to pay.** The Membership Fee is paid once at the start of the Membership Period.
- 6.4. **Wire transfers only.** All payments shall be by a wire transfer, unless the Club agrees otherwise. The payment is deemed received when the Club has received cleared funds.
- 6.5. **Payment agent.** We may appoint a payment processing agent to receive and collect the Membership Fee online. As soon as the membership application is approved, the Club will send a successful Candidate a payment link to pay the Membership Fee online. Alternatively, the Membership Fee can be paid by a bank transfer to our current account against our invoice. The membership will commence on the date when we receive on our current account the Membership Fee in full. All payments shall be in pounds sterling.
- 6.6. **Renewal payment.** If the membership comes to an end, a Member will need to pay the Membership Fee for the following Membership Period in order to renew the membership.

7. Club rules

Compliance. A Member must comply with the internal rules of the Club which relate principally to the use of the facilities and Members' conduct. We may notify Member of additional rules from time to time.

8. Use of the Club and Club premises and facilities

- 8.1. **Keep your membership paid up.** A Member will only be permitted to use the Club, Club premises and facilities provided that the membership is current and fully paid up.
- 8.2. **Allocation of risk.** Members' use of any Club premises and facilities is entirely at your own risk, except to the extent that there is any negligence or breach of any legal duty by the Club or its staff.
- 8.3. **Health and safety.** Members must take care to safeguard their own health and safety and that of other people whilst using the Club premises and facilities.

- 8.4. **Responsibility for harm and injury.** Members will be responsible for any harm or injury that they cause to themselves or another person or to the Club to the extent that it is caused through their unsafe or improper use of the Club premises or facilities.
- 8.5. **Unsafe and improper use.** The Club will not be responsible for any loss, harm or injury to any Member and/or their guest(s) to the extent that this is caused by their unsafe or improper use of the Club premises or facilities or failing to advise Club staff of a medical condition relevant to their use of these.
- 9. Events**
- 9.1. **Keep your membership paid up.** Members will only be permitted to attend the Events provided that the membership is current and fully paid up.
- 9.2. **Attending an Event.** Someone from our team will contact each Member in advance about an upcoming Event and any deadlines for confirming attendance and/or registration for the Event. We will send such notification to the Members in advance via their preferable means of communication (as indicated by them). Some Events may have a limited attendance capacity, so the places will be allocated on a first come first served basis: those Members who confirm their attendance first will secure their place for the Event.
- 9.3. **Sole use only.** Members shall only book the Events for their own sole use, and cannot do so on behalf of others without written permission from the Club. The right to participate in an Event is not transferable.
- 9.4. **Fitness and capability.** A Member must ensure that they are physically fit and capable of taking part in any Event for which they have subscribed and in applying to take part in such Event they warrant to the Club that they are physically suited to take part in such Event and will remain so throughout the Event.
- 9.5. **Number of Events.** Depending on the Member's membership type, a Member may have a limited number of Events that they can attend during the Membership Period.
- 9.6. **Inviting guests.** With the permission and prior consent of the Club, Members may invite to an Event one or more guests based on the Member's membership type. To do so, a Member will have to provide the Club with the information about the guest(s) as may be requested by the Management.
- 9.7. **Proof of membership and ID.** Members and their guests may be requested to provide proof of membership and/or permission to attend the Event as a guest and/or their IDs. Failure to do so may lead to inability to participate in an Event.
- 9.8. **Entry.** The Club reserves the right to prevent an entry to any Member and/or any guest to any Event for any reason whatsoever.
- 9.9. **Variations.** Some variations to the contents, date and time of the Events, venue and speakers or arrangements for an Event may be made.
- 9.10. **Rescheduling and cancellations.** The Club reserves the right to reschedule or cancel any Event due to anything out of our control. We will make every effort to inform our Members about it as soon as we can. The Club shall not be responsible or liable in any way for rescheduling or cancellation of an Event. The Club does not bear the obligation to reimburse the expenses incurred by the Members and/or guests in this regard.

9.11. **Travelling to Event.** For the avoidance of doubt, the Members and their guests are fully responsible for arranging travel to the Event and where applicable to comply with any passport, visa or inoculation requirements. The Club does not bear the obligation to reimburse the travel expenses incurred by the Members and/or their guests.

9.12. **No catering.** Our Events do not include catering. However, we may partner with the catering providers depending on the Event and/or the venue so that Members may order food and drinks at the Event (subject to the providers' prices). We will aim to send Members the catering options along with the prices (eg, food and bar menu) ahead of the Event. We may occasionally offer complimentary catering, snacks and/or drinks at the Event without an extra charge, however, we would like to point out that this will remain purely our gesture of care to our Members on some Events.

10. Event Tickets for non-Members

10.1. **Extra Event Tickets.** In case we have an extra capacity for any Event, we will post on our website an option for anyone to book for such Event and purchase the Event Ticket(s) before an Event. The Event Ticket prices will vary every time and will be available on our website.

10.2. **Booking.** If Event Tickets are available to book on our website, you can proceed to book and pay the Event Ticket if you wish to attend the Event. The payment will be taken online via a payment processing agent by credit or debit card. All payments will be taken in pound sterling; in case of a payment in another currency the Club's bank (or payment processing agent as applicable) exchange rates will apply. The payment for any Event is deemed received when the Club has received cleared funds.

10.3. **Non-refundable.** Event Tickets cannot be refunded except on the cancellation by the Club.

10.4. **General rules.** Please note that the rules set out in 9.3, 9.4, 9.7-9.11 equally apply to Event Tickets for non-Members. While attending the Event, non-Members must comply with the Club rules as well as the rules of use of the Club premises and facilities set out 8.2-8.5.

11. Valuables and liability

11.1. **Security.** The Club uses all reasonable efforts to provide a secure environment at the Club. Nevertheless, the Club cannot eliminate entirely the risk of theft, damage or loss of members' personal possessions and we advise Members not to bring valuable items to the Club.

11.2. **Limitation of liability.** Please note that although we do not limit liability for death or personal injury caused by our negligence, the Club will not be responsible or liable to Members (except to the extent that we are negligent or in breach of any legal duty) for:

11.2.1. any loss or damage to any of Member's possessions;

11.2.2. the criminal acts of any person on the Club premises such as theft;

11.2.3. loss or damage caused through misuse under any circumstances of stolen keys, wallets, purses, credit cards, debit cards or cheque books;

11.2.4. loss or damage caused through a third party providing independent services or facilities to Members on Club premises;

11.2.5. damage to or loss of or from vehicles and bicycles left in the Club's car park or premises;

11.2.6. events which we could not have foreseen or forestalled even if we had taken all reasonable care.

11.3. **CCTV.** In the interests of security and the health and safety of Members and staff, the Club may operate CCTV cameras at various points inside and outside its premises. Access to recorded images will be restricted to authorised members of staff only.

12. Notices

12.1. **In writing.** Notices from Members to the Club must be in writing. The Club reserves the right to require evidence of posting or delivery where it has no record of receipt or the date of any notice appears inconsistent with the date of receipt. In this case, the notice will be deemed not given unless such evidence is produced. Any notice handed to the Club must be receipted.

12.2. **Member's details.** Notices from the Club to Members will be provided in writing using the details from the membership records (or, where these terms permit, displayed on notice boards at the Club).

12.3. **Newsletter.** By purchasing the membership, each Member is agreeing to be added to our newsletter. This is a benefit of the Club as it keeps Members updated on the Events and the Club activities. If a Member wishes to unsubscribe, he can do so at any time using the links available in the footer of the email.

13. Confidentiality

Data protection. The Management and all staff members adhere to the strictest confidentiality standards and pledge to maintain all records and personal information concerning the members and their guests in the strictest confidence with the UK General Data Protection Regulation, the Data protection Act 2018 and any other relevant law applicable to us.

14. Other important terms

14.1. **Transfer.** The Club may transfer our rights and obligations under these terms to another entity or person.

14.2. **Severability.** If a court finds part of these terms illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.3. **No waiver.** Even if we delay in enforcing these terms, we can still enforce it later. If we do not insist immediately that a Member does anything he is required to do under these terms, or if we delay in taking steps against him in respect of breaking these terms, that will not mean that a Member does not have to do those things and it will not prevent us taking steps appropriate at a later date. For example, if the renewal payment is not received and the Club does not chase such Member who continues to enjoy the benefits of the Club, we can still require to make the payment at a later date.

14.4. **Which laws apply to this contract and where you may bring legal proceedings.** Any dispute or claim arising out of or in connection with these terms or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

14.5. **Force Majeure.** The Club will not be deemed to be in breach of these terms by reason of any delay or failure to perform in accordance with these terms if such delay or failure is due to any cause beyond the Club's reasonable control.