



# VINTAGE ENTREPRENEUR

## Terms and Conditions

### 1. Who we are

1.1 These terms and conditions, together with the supplementary Membership Application Form (the "**Application Form**") (together being the "**Terms**") form the basis of the contract through which the Vintage Entrepreneur ("**O45E**", "**we**", "**us**" or "**our**") will deliver our membership services (the "**Services**" or "**Membership**") to you ("**you**") as a member of The O45E Club ("**Member**"). Any definition of The O45E Club in these Terms may, at The O45E Club's discretion (and upon notice to you) also refer to any and all of The O45E Club's designated subsidiaries, affiliates, partners, licensees, franchisees and/or any other connected entities as may be notified to you from time to time).

1.2 Vintage Entrepreneur Ltd is registered as a limited company in England and Wales company registration number 11946464 and offers membership to The O45E Club. Our registered office is located at International House 142 Cromwell Road, London SW7 4EF.

1.3 Please read these Terms carefully before applying to become a Member of The O45E Club. In consideration of us accepting your application to become a Member and enabling you to access the Services, you agree to be bound by these Terms. Your attention is particularly drawn to the limitations and exclusions of liability set out in clause 14.

### 2. Membership and your contract with us

2.1 When you click to submit your Application Form online, or you post, telephone or email us with details of your application to be a Member, you are making an offer to subscribe to the Services in accordance with these Terms.

2.2 Our acceptance of your offer will take place once:

(a) payment of the Membership Fee (as defined in clause 5) has been received by us for the Services in full, or (at our discretion) the Direct Debit instruction or Continuous Payment Authority has been verified;

(b) our internal checks have been completed to our reasonable satisfaction; and

(c) we confirm in writing (usually by e-mail to the e-mail address specified in your Application Form) our acceptance of your application to be a member,

at which point a contract will come into existence on these Terms between you and The O45E Club (whether or not you have specifically signed these Terms) (the "**Commencement Date**"). Please note that acknowledgement by us that your

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application Form has been received and is being processed should not be treated as confirmation that the contract between you and The O45E Club has yet formed.

2.3 Any quotation that we give to you does not constitute an offer, and is valid only for 14 days from the date on which it is made.

2.4 You acknowledge and agree that you do not have any unspent criminal convictions (other than for traffic offences), you are not an undischarged bankrupt, you are not disqualified (by court order or voluntary undertaking) from being a director of any company or prohibited by law from being a director and you undertake to inform The O45E Club Company Secretariat without delay if this position ever changes.

2.5 If we accept your application to be a Member, but it subsequently turns out that any or all of the information provided by you was misleading or false, we reserve the right to revoke your Membership with immediate effect, without the right of appeal and clause 10 below will apply.

2.6 We reserve the right to refuse any Membership Application at our complete discretion. If we refuse your Membership Application, we will inform you of our decision to do so as soon as reasonably practicable.

2.7 Subject to any early cancellation or termination rights in accordance with these Terms, your Membership will start on the Commencement Date and will last for a period of 12 months, unless otherwise stated in writing by us (the "**Subscription Period**").

2.8 Membership of the O45E is on an individual basis only. We may, at our complete discretion, offer discounts to members when more than one individual is joining from the same organization. Please see our website for further information. However, you may not transfer your Membership to or share your access to any Services with or, save for the sole purpose of administering your Membership, share your O45E login details with, any other individual (regardless of whether that individual may be based in the same organization as you).

2.9 All updates and membership information will be sent via email and/or post. Communications will be sent to you at the email or postal address specified in your Application Form. We accept no responsibility or liability if you do not update the details specified in your Application Form with your current email and/or postal address.

2.10 These Terms, along with The O45E Club's Member Rules, Member Regulations and Code of Conduct (the "**Rules and Regulations**"), set out your obligations to other Members. Copies of the Rules and Regulations are available from The O45E Club's Company Secretariat ([vintage-entrepreneur@yandex.com](mailto:vintage-entrepreneur@yandex.com)) and/or on our website. We may update the Rules and Regulations at any time. Where feasible, we will consult with our Members prior to making any changes to the Rules and Regulations. In any case, we will notify Members of any such changes via e-mail and or post in accordance with clause 2.9.

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### 3. Cooling off Period

3.1 We offer a 14 days' cooling off period for new members, effective from the Commencement Date ("**Cooling Off Period**"). During this Cooling Off Period, you will be allowed to change your mind and cancel your Membership. If you wish to cancel your Membership, we must receive notification from you within the Cooling Off Period in writing, by phone or by email.

3.2 In the event of you exercising your rights during the Cooling Off Period, where you have been issued with a welcome pack and/or any other documentation or benefits this must be returned to us within 7 days of the date you cancel your Membership, in the same condition as it was received. You will be liable for the cost of postage and packing applicable to the return of the welcome pack, as well as the cost of any Services that you use prior to your Membership being cancelled (such cost to be determined by the O45E, acting reasonably). The remainder of your Membership Fee will be refunded to you.

### 4. Membership benefits

4.1 Membership packages (including applicable benefits ("**Membership Benefits**")) vary according to the category of Membership held. Subject always to these Terms, the details of our current Membership packages applicable from time to time, including all applicable Membership Benefits and grading are set out on our website: <https://www.vintageentrepreneur.org/join-the-045e-club>.

4.2 Use of any Membership Benefits are strictly limited to named members only.

4.3 We may change and/or withdraw any and all Membership Benefits that apply to your Membership at any time. We will provide you with 30 days' notice in advance of any changes to the Membership Benefits which we consider will materially disadvantage you, or materially impact on the particular category of Membership held by you.

4.4 Specific terms and conditions may apply to individual Membership Benefits. Where that is the case, you will be asked to accept those terms and conditions prior to subscribing for, or purchasing that particular Membership Benefit.

### 5. Payment of the Membership Fee

5.1 The fees for the Services consist of a subscription fee (the "**Membership Fee**") and, for certain types of Membership, a one-off election and/or joining fee. If you arrange for your Membership Fee to be paid for by way of annual or monthly Direct Debit instalments, or by giving us a Continuous Payment Authority, the one-off election and/or joining fee will be included in your annual Direct Debit payment, or distributed across your monthly Direct Debit payments or included in your Continuous Payment Authority payments (as applicable).

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5.2 The Membership Fees and any payment terms which are displayed on the O45E's website will prevail at all times in relation to orders for Services that are placed on-line.

5.3 The Membership Fees and any payment terms that are displayed on O45E's website or quoted by an O45E representative will prevail in relation to orders for Services that are placed verbally or by post.

5.4 We may update the Membership Fees and payment terms set out on our website and our Application Form at any time. As set out in clause 2.3, any quotation by an O45E representative will only be valid for 14 days from the date on which it is made.

5.5 The Membership Fee you pay is fixed during the term of a Subscription Period; we may increase it on renewal in accordance with clause 11 below. If we discover an error in the price of your Membership, we will inform you as soon as is reasonably possible.

5.6 Before your Membership can be accepted, we must receive payment of the one-off election and/or joining fee (if applicable) and receive payment for the Membership Fee in full (by cheque, credit/debit card or bank transfer), or you must have successfully set up a Direct Debit instruction or a Continuous Payment Authority on a UK Bank Account to cover the one-off election and/or joining fee and the Membership Fee.

5.7 If your Direct Debit instruction or Continuous Payment Authority is cancelled during the Subscription Period, you are liable to pay us for the outstanding amount of the Membership Fee in full immediately by an alternative payment method (or by way of a new Direct Debit instruction, at our sole discretion). By way of example, if you have opted to pay your Membership Fee by 12 instalments, if your Direct Debit or Continuous Payment Authority is cancelled after 4 monthly instalments, you will be liable to immediately pay the sum of the remaining 8 monthly instalments (the outstanding Membership Fee) by an alternative payment method. Further details about paying your Membership Fee by Direct Debit are provided in clause 7. Further details about paying your Membership Fee by Continuous Payment Authority are provided in clause 8.

5.8 All prices are expressed exclusive of any VAT payable unless otherwise stated.

5.9 If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount whether before or after judgment. You must pay us interest together with any overdue amount.

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## **6. Card payments**

6.1 If you are not using your own credit/debit card to pay for any Membership subscription, you must obtain the permission of the credit/debit card holder before entering the payment details.

6.2 When you offer to subscribe to O45E either on-line, by post or verbally, you are confirming that you have obtained the express prior permission of the credit/debit card holder.

## **7. Direct debit payments**

7.1 You can pay the Membership Fee by way of annual or monthly instalments by Direct Debit or Continuous Payment Authority. Please note that if you wish to set up a regular payment of your Membership Fee by credit card, then you will need to grant a Continuous Payment Authority in accordance with Clause 8.

7.2 If you arrange for your Membership Fee to be paid for by way of annual or monthly Direct Debit instalments, payment will be automatic through your bank or building society. For new applications, payment(s) will be collected as per your Direct Debit mandate and instructions to us and in accordance with this clause 7.

7.3 You agree that your Membership is for entire duration of the Subscription Period, even if you are paying your Membership Fee by way of Direct Debit instalments.

7.4 If you set up a Direct Debit instruction for payment of your Membership Fee, but your Direct Debit is subsequently cancelled by you, or by us (see clause 7.5 below), before the full amount of the Membership Fee is paid, the outstanding amount of your Membership Fee shall become due immediately and must be paid by an alternative payment method. We may at our sole discretion agree that the outstanding amount of the Membership Fee can be paid by way of a new Direct Debit Instruction or a Continuous Payment Authority (see clause 8).

7.5 We will attempt to collect your Direct Debit instalments on the agreed date(s). If we cannot collect payment, your Direct Debit payment plan will terminate immediately and you will have to pay the outstanding Membership Fee by way of an alternative payment method, in accordance with clause 7.4 above.

7.6 If you miss a Direct Debit payment or a Direct Debit payment is late, you may be required to pay us an administrative charge of £25.

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7.7 If you change your bank / current account provider, as part of the transfer you must ask your new bank to switch your existing Direct Debit instruction over to your new account to ensure instalments are not missed. Please speak to your new bank /account provider in the first instance before contacting us.

7.8 Please note that once your Direct Debit instruction has been cancelled it is not possible to reinstate it, unless we agree that a new Direct Debit instruction can be set up.

7.9 If an error has been made in the payment of your Direct Debit by us or your bank/building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society. If you receive a refund, you are not entitled to, you must pay it back when requested to do so by us.

## **8. Continuous Payment Authority**

8.1 A Continuous Payment Authority is a recurring payment process where you authorize The O45E Club to take money from a specified debit or credit card to cover your Membership Fee. By granting The O45E Club a Continuous Payment Authority when providing your card details, you permit The O45E Club to charge your card for the Membership Fees (and any one-off election or joining fee) due to The O45E as and when they fall due.

8.2 If you grant The O45E Club a Continuous Payment Authority to collect payments in respect of your Membership Fee by way of monthly or annual instalments, we will take Periodic payments from your debit or credit card as per your Continuous Payment Authority. For new applications, payment(s) will also be collected as per your Continuous Payment Authority and instructions to us and in accordance with this clause 8.

8.3 You agree that your Membership is for the entire duration of the Subscription Period, even if you are paying your Membership Fee by way of instalments pursuant to your Continuous Payment Authority.

8.4 You may cancel the Continuous Payment Authority at any time by notifying us in writing at: [vintage-entrepreneur@yandex.com](mailto:vintage-entrepreneur@yandex.com) or by notifying your bank directly.

8.5 If you grant a Continuous Payment Authority for payment of your Membership Fee, but the Continuous Payment Authority is subsequently cancelled by you or by us (for example, pursuant to clause 8.4), before the full amount of the Membership Fee is paid, the outstanding amount of your Membership Fee shall become due immediately and must be paid by an alternative payment method. We may at our sole discretion agree that the outstanding amount of the Membership Fee can be paid by way of a new Continuous Payment Authority or a Direct Debit Instruction (see clause 7).

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8.6 We will attempt to collect your Continuous Payment Authority payments on the agreed date(s) as per your Continuous Payment Authority. If the first attempt at collecting an instalment is not successful for any reason, we will make further attempts to collect it over the following thirty days. If we still cannot collect payment, and we reserve the right to require you to pay the outstanding Membership Fee by way of an alternative payment method or by way of an increased payment taken in the subsequent month under the Continuous Payment Authority.

8.7 If for any reason we are not able to take a payment that is due under your Continuous Payment Authority you may be required to pay us an administrative charge of £25.

8.8 If you change your current account or revolving credit facility provider, or your credit or debit card expires or is cancelled for any reason, you must notify us immediately and pay by alternative means or authorize us to take the regular payments from an alternative credit or debit card under a new Continuous Payment Authority in accordance with this clause 8 or by Direct Debit in accordance with clause 7 so that you do not miss any payments. You can do this via our online portal.

8.9 Please note that once your Continuous Payment Authority has been cancelled it is not possible to reinstate it, unless we agree that a new Continuous Payment Authority can be set up.

## 9. Changing membership packages

9.1 Members may upgrade their current Membership package to an increased level of Membership package (if such a package exists at any time) upon giving 7 days' notice, in writing or by phone. You may not downgrade your Membership package and Members wishing to do this will not be entitled to any refunds of their Membership Fee. If the Membership Fee is paid by way of Direct Debit instalments and the Membership package is downgraded you will remain liable for the full Membership Fee for the Membership package originally subscribed for. At the point of our acceptance of such new Membership package, you acknowledge and agree that a new Subscription Period will begin which will supersede the previous Subscription Period (unless The O45E Club in its absolute discretion, decides otherwise).

## 10. Cancellation and refunds

10.1 You may cancel your Membership at any time. However, you agree that save for cancellations occurring within the Cooling Off Period, you are liable to pay us for the Membership Fee for the entire Subscription Period and there will be no refund due to you of your Membership Fee or any other costs if you cancel your Membership prior to the end of the Subscription Period. You agree that any element of payment for the Subscription Period which is outstanding when you cancel your Membership shall be immediately recoverable by us from you as a debt (by whatever means and whether by us or via any other individual or entity, determined by us at our complete discretion).

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## **11. Renewal of your Membership**

11.1 Prior to the end of your Subscription Period, we will send you reminders that your Membership is due for renewal; those reminders will specify the amount of the Membership Fee on renewal.

11.2 If you are paying your Membership Fee by Direct Debit or by Continuous Payment Authority and you would like to cease to be a member at the end of your Subscription Period, then you should notify us that you no longer wish to be a member and cancel your Direct Debit payments or Continuous Payment Authority as applicable. If you do not notify us that you no longer wish to be a member, or if you do not notify your bank/building society that you wish to cancel the Direct Debit payments or the Continuous Payment Authority at the end of the Subscription Period, and you continue to pay The O45E Club in accordance with these Terms, you agree that The O45E Club may treat this payment as a payment to renew your Membership for a further Subscription Period.

11.3 If you paid your Membership Fee in full at the start of the Subscription Period (rather than by Direct Debit or Continuous Payment Authority), then you will need to actively renew your Membership and pay a new Membership Fee on or before the date on which your Membership is due for renewal, otherwise your Membership will lapse.

11.4 If your Membership lapses or you cancel your Direct Debit payments or Continuous Payment Authority at the end of a subscription and then decide – within three months of you ceasing to be a Member of The O45E Club – that you would like to re-join as a member, then we may (at our discretion) choose to waive the one-off election and/or joining fee. You must quote your full name and/or membership number and provide details of a remittance advice with any application for renewal.

11.5 Any renewal by you is subject always to your right to change your mind about the Renewal in accordance with the Cooling Off Period conditions set out at clause 3 (save that in the case of a renewal, the 14-day cooling off Period referred to in clause 3 shall apply from the date on which your Subscription Period comes to an end).

11.6 Your entitlement to renew your Membership is subject always to payment of the applicable fees and your continued compliance with these Terms, including (without limitation) the Rules and Regulations.

## **12. Member conduct**

12.1 As a member you must conduct yourself, both publicly and privately, in a professional manner and not do anything, or permit anything to be done, that may cause any harm or loss to The O45E Club's goodwill, reputation or professional standing.

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12.2 You must not do or permit anything to be done to any other O45E Member, member of O45E staff, O45E consultant or contractor and/or any third-party company or individual who is engaged by or on behalf of the O45E or is closely connected to the O45E that may in the O45E's opinion be considered to be inappropriate, distressing, disrespectful, obscene, embarrassing or otherwise offensive.

12.3 Your use of any online Membership Benefits or Services is conditional on your undertaking to not (a) knowingly introduce any viruses to The O45E Club website or the O45E's mobile applications including, mobile applications, the O45E's website and mobile applications and other O45E managed websites and mobile applications as may be produced (together referred to as the "**Website**") or any aspect of our Services; (b) attack (or instigate or directly or indirectly facilitate an attack of) the Website or any aspect of the Services, whether via a DOS or DDOS attack or otherwise; or (c) use the Website or Services for any purpose or in connection with any purpose which is or could reasonably be perceived to be inappropriate, unlawful, abusive, libellous, obscene or threatening.

### **13. Advertising, websites and use of Vintage Entrepreneur Ltd or O45E trademarks/Intellectual Property**

13.1 As a Member, subject always to your compliance with these Terms, you may state on your website and publicity/marketing materials that you are a Member of The O45E Club at the appropriate level (including displaying any post nominal designations awarded by The O45E) Club but you must not use The O45E Club Or Vintage Entrepreneur Ltd logo, or any other O45E branding or in any way imply that you are employed or engaged or endorsed by the O45E Club unless this is the case or hold yourself out as having a different level of Membership to that you actually hold at the time of publishing such materials (and continue to hold for as long as the materials are published), without our prior written consent. If you obtain our permission, you must exercise it in a way that is fair, reasonable and lawful and does not damage our reputation or take advantage of it, or suggest any form of association, approval or endorsement on our part where none exists. We reserve the right to withdraw any permission given in this clause at any time.

13.2 You must not claim to represent publicly the views of the O45E or to claim its support, without the consent of the O45E Club's Board of Directors ("**Board**") (or of an officer or employee of the Institute nominated by the Board for such purpose). Save where you have purchased our Office Solutions benefit or service as part of your Membership (in which case you must abide by the terms and conditions applicable to this benefit/service at all times), you must not hold out or represent that your main place of business, correspondence address or registered business address as the registered address of Vintage Entrepreneur Ltd save as specifically authorized in writing by the O45E Club

13.3 The copyright and all other intellectual property rights of all information, content and material on the Website belongs to the O45E and its licensors and save insofar as

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our press releases may be used in press articles, it may not be reproduced in any way without our prior written consent. Information and material on the Website may be used for personal use only and not for commercial use. You are responsible for taking any security measures necessary when using the Website (for example, by keeping your login details secure). You agree to abide by all copyright notices and restrictions imposed by The O45E Club from time to time. Links to third party websites are provided for the convenience of our members only and The O45E Club is not responsible in any way for and has no liability in respect of the content or operation of such websites or the associated organizations.

13.4 We make no representations that any information on the Website is accurate, up to date or complete. You should independently verify any information before relying on it. Any communications made by any member or non-member of The O45E Club on the Website or in any other form of media or forum (including any verbal, written and non-verbal communications) is the view of that individual alone and not of The O45E Club

## **14. Liability**

14.1 We provide the Services for your own personal use, not for any commercial, business or re-sale purposes, and you agree that we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

14.2 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence (that means that it is an obvious consequence of our breach, or that it was contemplated by you and us at the time you became a member), but we are not responsible for:

(a) any loss or damage that is not foreseeable;

(b) any loss or damage arising from your use of Membership Benefits which are provided by an external provider / third party other than the O45E (provided that the loss or damage is not a result of a breach of these Terms by us);

(c) you misusing the Website or any other part of the Services in any way (including you undertaking any inappropriate, unlawful or immoral activity and/or any activity which could harm The O45E Club and/or bring The O45E Club's reputation or that of its members, officers or employees, into disrepute); or

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(d) us or other O45E members, acting on materials or communications which purport to have been made by or on behalf of you but which have been created or sent by (I) a third-party purporting to act in your name, or (ii) a person who has lawful access to the Services but who exceeds his or her authority, regardless of whether such losses arise in contract, tort, negligence, breach of statutory duty or otherwise.

14.3 Nothing in these terms and conditions shall exclude or limit any person's liability where it would be unlawful to do so. This includes for death or personal injury caused by a person's negligence, or any person's liability for fraud.

14.4 Except as specified in these Terms, all express or implied conditions, terms, representations or warranties (whether implied by statute or otherwise) are hereby excluded to the maximum extent permitted by law.

14.5 These Terms do not and shall not affect your statutory rights as a consumer.

## 15. Data Protection

15.1 By entering into these Terms you acknowledge that we will collect and process your personal data as necessary for our performance of these Terms on the basis set out in our Privacy Policy in force from time to time and available on our website and/or from our Company Secretariat:

## 16. Termination / suspension of Membership

16.1 Without affecting any other rights and remedies which we may have and without liability to you for any losses which may result, we may terminate your Membership of The O45E Club immediately, or suspend your entitlement to any of the Services, if:

- in our sole opinion, you materially or repeatedly breach any of these Terms, or fail to adhere to the Rules and Regulations;
- you become bankrupt or insolvent, or bankruptcy and/or insolvency proceedings are instigated against you;
- The O45E Club has reasonable grounds to believe that you are unable to pay the O45E for your Membership;
- you fail to make any payment to The O45E Club on the date on which it falls due and payable in accordance with these Terms and/or the Application Form and/or within seven days of us reminding you that payment is due; or
- we are required by any applicable law or regulation (including the Rules and Regulations) and/or a reasonable request from the Board and/or any committee nominated by the Board to terminate your Membership with us.

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16.2 If we terminate your Membership for any of the reasons set out in clause 16.1, unless otherwise authorised by or on behalf of the Board in writing:

- your right to use our Website and the Services shall cease with immediate effect, and we may take all steps as we consider necessary to implement this (including, without limitation, terminating your access to and use of any membership only areas of The O45E Club's website and Services and invalidating any relevant access details);
  - you shall not hold yourself out as being a member of The O45E Club;
- save where we terminate pursuant to clause 16.1(e), you shall immediately pay to The O45E Club all of The O45E Club's outstanding unpaid fees (including the Membership Fee) and interest due in accordance with these Terms; and

16.3 Termination for whatever reason of these Terms shall not affect:

- any rights, liabilities or obligations which accrued before such termination (including without limitation the right to claim damages in respect of any breach of the Terms which existed at or before the date of termination);
- any right to payment of fees; and
- any of these Terms that are expressly or by implication intended by The O45E Club to continue in force on or after termination of these Terms.

16.4 If we need to terminate your Membership immediately, or suspend your access to any of the Services, for any of the reasons set out in clause 16.1, we will inform you of our decision to do so as soon as reasonably practicable.

## **17. Changes to these terms**

17.1 We may update these Terms at any time to reflect changes in or to:

- (a) relevant laws or regulatory requirements;
- (b) security, technical or operational issues;
- (c) the operation of our websites and / or Services; or
- (d) our business;

17.2 If we update these Terms, we will post a revised version of the Terms, and a summary of our changes, on our website. We may also e-mail you with information on those changes.

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## **18. Member Complaints and Feedback**

18.1 If you have any complaints, please send them to us at the address given on the 'Contact us' section of our Website or send them to: [vintage-entrepreneur@yandex.com](mailto:vintage-entrepreneur@yandex.com) We would like to hear from you so we can continue to improve our service.

## **19. General**

19.1 These Terms constitute the entire agreement between you and The O45E Club. Any advertising or descriptions of the Services (for example, on our website) are published for illustrative purposes only and shall not form part of the Terms.

19.2 You agree that we may transfer our rights under these Terms to any company, firm or person provided that your Membership will not be adversely affected as a result of such transfer. If we need to, we will contact you in advance of such transfer.

19.3 Any failure or delay by us to action a breach by you of these Terms shall not constitute a waiver of any rights and remedies we have in respect of such breach. For example (without limitation) if you miss a payment and we do not chase you, but continue to provide the Services, we can still require you to make the payment at a later date.

19.4 We shall not be responsible for any breach by The O45E Club or any third party, where such breach is caused by circumstances beyond our reasonable control. When we say "circumstances beyond our reasonable control", we mean any act or event beyond our reasonable control and which is not attributable to any act or failure to take preventative action by us (including, for example, a terrorist attack or threat of terrorist attack, a natural disaster, a failure of public or private telecommunications networks or impossibility or the use of any means of public or private transport). If a breach is caused by circumstances beyond our reasonable control, we will contact you as soon as reasonably possible to notify you of it, and our obligations under these Terms will be suspended for the duration of those circumstances.

19.5 These Terms govern the relationship between you and us. No other person shall have any rights to enforce any of the Terms.

19.6 Unless otherwise expressly stated in these Terms, all notices from you to us should be sent by post (recorded delivery only) to The O45E Club's Membership Department, at our registered address or directed to [vintage-entrepreneur@yandex.com](mailto:vintage-entrepreneur@yandex.com). We may send any notice to you under these Terms by email or by first class or second-class post to the email address and/or postal address that we hold on file for you.

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19.7 We will do our best to resolve any disputes over these Terms. These Terms, their subject matter and their formation, are governed by the laws of England and Wales. However, if you are a consumer and resident of any European Union country, you will benefit from any mandatory provisions of, and legal rights available to you under the laws of that country. Nothing in these Terms affects your rights as a consumer to rely on these local law mandatory provisions and legal rights.

19.8 You and we both agree that these Terms are subject to the non-exclusive jurisdiction of the courts of England and Wales. However, if you are a resident of any European Union country, you may also bring proceedings in that country.

19.9 If you reside within the European Union, you may also be able to refer a dispute to the European Online Dispute Resolution ("**ODR**") platform at <http://ec.europa.eu/odr>. The ODR platform is a web-based platform which is designed to help consumers who have bought products or services online. It provides access to independent alternative dispute resolution services which are usually free for you to use. We have discretion as to whether we will agree to a complaint being resolved through the ODR platform.

19.10 In the event of a breach by these Terms of any of your statutory rights in force from time to time, it is agreed that your statutory rights will at all times prevail.

19.11 Each of the paragraphs of these Terms operates separately. If a court finds part of these Terms is illegal, the rest will continue in full force and effect.

**Co Reg Number is: 11946464**

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