

# Your Membership Terms & Conditions

Welcome to Partysafe! Please take the time to read and understand these Membership terms and conditions. They govern your use of our services as a Member.

When you become a Member, you agree to be bound by this agreement:

## Definitions

- **we / us / our** means Partysafe, which is owned and operated by the European Balloon & Party Council IVZW
- **you / your / yours** means the business entity or person who has applied for Membership
- **Registration Form** means the Membership application form available on the Partysafe Website to be completed by prospective Members of Partysafe
- **Member** means the business entity or person who has applied and been accepted for Membership
- **Membership** means the set of services that we offer to Members who are registered with Partysafe and who have paid the Membership Fee
- **Membership Fee** means the annual Membership Fee payable for Partysafe Members
- **Website** means [www.partysafe.eu](http://www.partysafe.eu)

## How to become a member

### 1. Registration

1.1 Membership to Partysafe is open to:

- businesses in which more than 50% of their offering is related to the balloon & party industry;
- businesses which are registered as a sole trader or a limited company selling services or products to end consumers only;
- party planners and/or organisers;
- entertainers and/or balloon artists;
- venue decorators; and
- EBPC members

**1.2** To apply for Membership, you must complete our online Registration Form, which is on our Website, and agree to abide by our Code of Conduct.

**1.3** You must be at least 18 years old to become a Member.

**1.4** You agree to take particular care when providing us with your details and warrant that these details are accurate and complete at the time of registration and not false or misleading. Where requested, you must provide us with any evidence of these details.

**1.5** When applying for Membership, you will be required to provide a valid email address and password of your choosing. You must ensure that you keep these details secure and do not provide this information to a third party. Any material changes to this information, including any change of address or contact details, must be notified to us as soon as possible.

**1.6** If the applicant owns a chain or series of retail stores, membership is applicable to each branch that carries a separate address and invoicing system. Membership cannot be shared at group level.

## Membership

### **2. Submission & Payments**

**2.1** The applicable Membership Fee will be displayed on the Website.

**2.2** Once you submit your completed Registration Form, you will immediately receive a confirmation email.

**2.3** We will review your application and notify you (via email) when your application is accepted. You will also be invited to log in to our Website and pay the applicable Membership Fee in order to access all your Membership benefits.

**2.4** Our accepted payment methods are PayPal, credit or debit cards, cheque, bank transfer or Mollie.

### **3. Start date**

**3.1** Your Membership will run for one year, from the date of successful payment collection.

#### **4. Renewals**

**4.1** You will receive an automatic reminder one month before your Membership is due for renewal, detailing the expiry date of your current Membership and any further actions you may need to take in order to continue your Membership.

**4.2** Your Membership will automatically be renewed unless cancelled by you.

**4.3** If your Membership subscription is paid by the due date, we will automatically renew your Membership for 12 months following payment, starting from the date your current membership expires.

**4.4** If your Membership lapses, your new membership will start from the date you make a payment to renew your services.

**4.5** If we do not receive payment on the due date, then your Membership will be terminated automatically. Your Membership will not start again until you have made the required payment and we have reviewed your Membership conduct.

## **Member benefits**

5. Specific details of each benefit can be found on our Website:

**5.1** Access to a global network of members;

**5.2** Expert panel events;

**5.3** Exclusive Facebook group;

**5.3.1** which includes immediate online expert support and a global network of Member forums;

**5.4** Marketing resources,

**5.4.1** which include social media key messages for ensuring you correctly message your marketing, toolkits to add credibility to your business, guidance on several industry matters, and intel reports from social media analysis;

**5.5** Code of Conduct;

**5.6** Use of industry logos;

**5.7** Member listing on our Website;

**5.8** Referral and promotion, both on our Website and social media channels; and

**5.9** Opportunities for you to participate in industry surveys.

## Your information

6. You agree to provide us with accurate, up to date and complete information where we have requested it so that we can better serve you.

7. We reserve the right to verify with third parties the accuracy of information that you provide to us.

## What we do with your information

8. You authorise us to use, store or otherwise process the information you send us when completing our Registration Form, subscribing to our newsletter, using our services, downloading resources from our Website, and commenting on or interacting with us on social media. We care about your privacy and do not collect more data than is necessary.

**8.1** We need to process your personal information in order to:

**8.1.1** Provide you with services, recommendations, notifications, and other features;

**8.1.2** Improve our existing services.

**8.2** We monitor documents downloaded from our Website. This helps us better tailor our services to you and make improvements. This information is strictly for use by us and will not be shared with a third party unless we are required to do so in order to comply with legal obligations.

**8.3** We take data privacy very seriously and use Wix business class hosting to ensure your data is protected.

## Membership cancellation, termination, or suspension

### **9. Cancellation:**

**9.1** You may terminate your Membership at any time, but please note that we do not offer any refunds in respect of any remainder of a subscription period following termination. We may terminate your Membership in accordance with clause 10.

**9.2** You may notify us of your intention to terminate your Membership at any time via email. Such notice will take effect at the end of your annual subscription period. Access to the Members Area of the Website will continue until the end of the relevant subscription period.

## 10. Termination or suspension:

**10.1** We may terminate or suspend your Membership and this agreement, with immediate effect, by notice in writing if:

- 10.1.1** you have failed to pay the Membership Fee on the due date; or
- 10.1.2** your behaviour is unreasonable, abusive, or offensive to other Members or any Member of our staff.

**10.2** Cancellation of a Member's access to any service and/ or use of any content shall not affect any provision of the contract, which is expressly, or by implication intended to come into effect or to continue in effect after such cancellation or expiry.

**10.3** Cancellation of a Member's access to any service and use of any content under these terms shall not affect our right to receive any outstanding sums due to us at the date of cancellation, which sums shall be payable within 30 days of such cancellation.

**10.4** We reserve the right to refuse entry and/or Membership and/or to revoke Membership without refund if

- the Member behaves in a threatening or abusive manner towards any Member of our staff; or
- damages or threatens to damage any of our work or acts in a manner which could bring Partysafe into disrepute; or
- we discover any malicious intent, threats or attempts to sabotage any of our services or create disruption to our member services including but not limited to illegal or unauthorised sharing of our files with external third parties.

**10.5** We reserve the right to revoke your Membership at any time, without financial compensation, if you commit any breach of these Terms.

**10.6** We reserve the right to change these Terms at any time.

## Contacting us

If you would like to contact us to understand more about this agreement or wish to contact us concerning any matter relating to it, you may do so via the contact form on our Website or send an email to [info@ebpcouncil.eu](mailto:info@ebpcouncil.eu).

*These terms and conditions will over-ride any of our full terms and conditions if there is a conflicting clause. The remainder of the clauses remain valid and enforceable, even if one of the clauses are found to be legally unenforceable.*

This agreement was last updated on October 20, 2021

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