



Al Johara

TERMS OF MEMBERSHIP

This agreement is between Al Johara Ltd, a company registered in England and Wales with company number is 12807895 whose registered office is at 20-22 Wenlock Road, London, N1 7GU, England (**Al Johara**) and each person accepted as a member into the Al Johara membership community (this **Agreement**).

This Agreement sets out the terms and conditions on which Al Johara provides membership services to accepted members (the **Membership Services**). By accepting Our offer of membership of Al Johara (the **Membership**), You are agreeing to accept and abide by this Agreement.

References to “Al Johara”, “We”, “Us” and “Our” refer to Al Johara Ltd and to “You” and “Your” are to you, the member of Al Johara (the **Member**).

References to “writing” and “in writing” include email.

This Agreement creates the contract between Us and You relating to Our provision and Your use of the Membership Services. Terms and conditions applicable to additional services available from Us may be accessed via Our website at www.aljohara.org (the **Website**). The online Membership Services listed on the Website are available through Our membership portal (the **Membership Portal**) which may be accessed with login details provided when You become a Member. Physical Membership Services are also provided in person from time to time.

Please take the time to read this Agreement carefully before becoming a Member, as it includes important terms which apply to You. By becoming a Member, You agree to be bound by the terms of this Agreement and other documents expressly referenced within it. During the application process, You will be asked to agree to the terms of this Agreement. If You do not accept these terms, You will not be able to use the Membership Services. ***If You do not agree with the terms of this Agreement, including the Members’ Guidelines, please do not apply to become a Member of Al Johara. Please note that separate terms apply to the use of the Website. We process your personal data in accordance with the Members’ Subject Information Statement which is available via the Privacy Policy on the Website.***

Key Membership terms

- Your Membership will automatically renew at the end of the period for which You pay Membership Fees (1, 2 or 3 year Plan) unless you chose to cancel your Plan. We will contact You at least ten (10) days before Your Membership expires to discuss renewal, in accordance with clause 8;
- You have the right to terminate this Agreement at any time in accordance with its terms. In certain circumstances, a deduction from any part of Our membership fees (the **Membership Fees**) that may be refunded may be taken in accordance with clause 9.4;
- We are responsible for loss or damage that You suffer that is a foreseeable result of Our breach of this Agreement. We shall not be liable, however, for an amount that exceeds the cost of Your Membership Fees for the period during which the loss occurred and You should note in particular clause 12;



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- We may amend this Agreement from time to time, as noted in clause 5. We recommend that You keep a copy of this Agreement for future reference; and
- by accepting Membership of Al Johara, you do not receive any ownership rights in Al Johara Ltd or any other company or organisation.

1 Information about Us

- 1.1 Our VAT number is 387 7284 39
- 1.2 If You wish to contact Us, You can reach Us by email at membership@aljohara.org or by using the Contact form on the Website. Alternatively, You may reach Us by telephone and via WhatsApp on +44 7510 979328
- 1.3 If We wish to contact You, We will do so by telephone or by writing to You by email or post, using the number or addresses You provide in Your application to become a Member.
- 1.4 This Agreement is only available in English.
- 1.5 We shall make reasonable efforts to ensure a copy of this Agreement is available via the Website and the Membership Portal, however, please do keep a copy of this Agreement.
- 1.6 We are not subject to any external code of conduct or regulatory framework.

2 Our Membership Services

- 2.1 Details of Our Membership Services are described on the membership page on the Website. Our Membership Services include access to our Membership Portal, digital content, live events and networking opportunities.
- 2.2 We shall provide the Membership Services to You until either:
- 2.2.1 Your subscription expires in accordance with clause 8;
 - 2.2.2 You cancel this Agreement in accordance with clause 9;
 - 2.2.3 You terminate this Agreement in accordance with clause 10; or
 - 2.2.4 We terminate this Agreement in accordance with clause 11.
- 2.3 We shall provide the Membership Services with reasonable care and skill. Where We give a timescale for the provision of any element of the Membership Services, this is an estimate only and whilst We shall use Our reasonable endeavours to achieve any dates We have notified, We shall have no liability to You for our failure to do so.



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3 Application for Membership Services

- 3.1 You may submit your interest in becoming a Member and benefit from the Membership Services by submission of Our online membership enquiry form, a link to which is available from Us or by someone nominating You for Membership and supplying details on Your behalf. You are responsible for ensuring that the details given in Your application form or by the person nominating You (including Your full name and contact details) are complete, true and accurate. If any details are incorrect, You warrant that You will update them as soon as You are aware of the error.
- 3.2 As part of the application process, You may be asked to confirm the name of the Member who has referred You or otherwise how You became aware of Us.
- 3.3 Following submission of Our online membership enquiry form, You will receive an email from Us to acknowledge receipt. You are free to withdraw Your application, in writing, at any time prior to its being accepted.
- 3.4 We shall confirm the success or otherwise of Your application by email to the address You or the person nominating You have provided. In the case of:
- 3.4.1 successful applicants, on confirmation of Our approval of Your application, the Membership Fees are payable immediately and You agree to be bound by the terms of this Agreement; and. For those Founding Members who will benefit from an initial three month free trial Membership prior, the Membership fees will apply once this three month period has expired, however upfront card details will be required
- 3.4.2 unsuccessful applicants, We have complete discretion to refuse applications and are not obliged to give reasons for Our refusal of Your application.
- 3.5 Membership of Al Johara under this Agreement is not connected with membership of the limited company, Al Johara Ltd. On becoming a Member of Al Johara, therefore, You shall not acquire the legal rights and responsibilities of a company law member or shareholder of Al Johara Ltd.

4 Membership Fees and payment

- 4.1 Membership Fees shall apply at all times, after any applicable free trial period has expired.
- 4.2 Membership Fees become payable immediately on approval or renewal of Your Membership. By providing Us with Your payment details (via the Membership Portal), You accept and consent to being charged with Membership Fees in the form requested by Us upon Your application being approved or renewed (by charging the credit card provided at the point of joining or on reissue of the card from time to time).
- 4.3 After completing sign up for Membership up on the Membership Portal payment of the Membership Fees will apply and card details will be required.



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- 4.4 We reserve the right to increase the Membership Fees on an annual basis. We shall inform You in writing or via the Membership Portal of any increase in the Membership Fees when we contact You about renewing Your Membership.
- 4.5 If We discover an error in the Membership Fees applicable to Your Membership, We shall inform You in writing as soon as reasonably practicable.
- 4.6 If You have not provided payment details or if such details are out of date or cancelled and You fail to pay the Membership Fees within thirty (30) days of the date on which they become payable Your Membership shall be the cancelled along with Your access to the Membership Services.

5 Our rights to make changes

- 5.1 We may revise the terms of this Agreement as they apply to your Membership from time to time to the extent necessary to reflect changes in relevant laws and regulatory requirements and Our business practices and procedures, including the technologies and payment methods We use.
- 5.2 We may make amendments to the Membership Services to reflect changes in relevant laws and regulatory requirements and to implement minor technical adjustments and improvements, for example to address a security threat. Such changes shall become effective once posted to the Website. These changes shall not affect Your use of Your Membership.
- 5.3 We are also entitled to make more substantial changes to the Membership Services. Where such changes shall remove any material functionality or features, We shall notify You of such changes at least thirty (30) days before they take effect. In the event that You do not agree to such changes, You shall notify Us in writing within that notification period and You may be entitled to a refund of the unused portion of Your Membership Fees.

6 Availability

- 6.1 We do not guarantee that the Website or the Membership Portal shall be available at all times or that they shall be free from errors or interruptions. We do not therefore guarantee that the Membership Services shall be available to view on the Website or the Membership Portal continuously or provided free of faults. We do not guarantee to provide in person events each year, although We seek to provide in person networking opportunities when practical and safe to do so.
- 6.2 If it proves necessary for Us to suspend temporarily the provision of the Membership Services, or part thereof, due to errors, defects or other issues with the Website or the Membership Portal, we shall endeavour to notify You in advance of the temporary suspension (including its timing and expected duration), unless the need for the temporary suspension is urgent or an emergency. A suspension of Membership Services shall not result in an extension of Your Membership unless the suspension is for three months or more, in which case Your Membership shall be extended by the period of the suspension.



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6.3 In the unlikely event that there is a defect or error with the Membership Services, or part thereof, We shall use reasonable efforts to repair or rectify the defect as soon as reasonably practicable and request that You:

6.3.1 report the defect or error to Us as soon as possible; and

6.3.2 permit Us a reasonable opportunity to repair or rectify the defect or error (in any event not less than two (2) working days).

6.4 If We suspend the provision of the Membership Services temporarily, or if there is a defect or error which affects the provision of the Membership Services, no refunds or rebates of the Membership Fees shall be due or payable unless the Membership Services are adversely affected for a period in excess of thirty (30) days. In such circumstances, You shall be entitled to terminate this Agreement and to request a refund of a reasonable percentage of the Membership Fees You have paid. Any such refund shall be calculated by Us by reference to:

(a) the use made by You of the Membership Services up to the date of Your request for a refund; and

(b) the remaining period of Your Membership.

7 Your obligations

7.1 You agree that You:

7.1.1 are at least 18 years old;

7.1.2 shall provide Us with such information and materials as We may reasonably require in order to supply the Membership Services, and ensure that such information is complete, true and accurate in all material respects;

7.1.3 shall co-operate with Us in all matters relating to Your Membership and the Membership Services;

7.1.4 shall inform Us of any changes to Your personal details or contact information;

7.1.5 understand and accept that Your Membership is not transferable to another person under any circumstances;

7.1.6 shall pay the Membership Fees when due pursuant to clause 4; and

7.1.7 shall abide by the Al Johara Members' Guidelines which are available on the Membership Portal.



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- 7.2 You agree that You shall not use the Membership Portal or behave in any way in connection with Al Johara:
- 7.2.1 in any way or for any purpose that is unlawful;
 - 7.2.2 to commit any act or fraud;
 - 7.2.3 to distribute viruses, malware or other similar harmful software code;
 - 7.2.4 for the purposes of promoting unsolicited advertising or spam;
 - 7.2.5 in a manner which is considered by a reasonable person to be harassment or inappropriate;
 - 7.2.6 to simulate messages from Us or any other service or entity in order to collect identity information, authentication credentials or other information (“phishing”);
 - 7.2.7 in any manner that disrupts the operation of the Website, the Membership Portal, Our business or the website of any other entity;
 - 7.2.8 to represent or suggest that We endorse any other business product or service unless We have separately agreed in writing to do so;
 - 7.2.9 to gain unauthorised access to use of computers, data systems, accounts or networks; or
 - 7.2.10 to attempt to circumvent password or user authentication methods.
- 7.3 The Membership Portal may allow You to make submissions or otherwise communicate with other persons on the Membership Portal. Any such submissions or communications made by You shall be:
- 7.3.1 Your own original work and lawfully submitted;
 - 7.3.2 factually accurate or Your own genuinely held belief;
 - 7.3.3 provided with any necessary third-party consent;
 - 7.3.4 not defamatory or likely to give rise to an allegation of defamation;
 - 7.3.5 not offensive, obscene, sexually explicit, discriminatory or deceptive; and
 - 7.3.6 unlikely to cause offence, embarrassment or annoyance to others.



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8 Duration of the Membership Services

- 8.1 On application for Membership of Al Johara You will choose the length of period for Your initial Membership and, subject to earlier termination pursuant to clauses 9, 10 or 11 of this Agreement, Your Membership shall continue for that period.
- 8.2 Membership renewal is not automatic. Subject to either You or Us exercising the right to terminate this Agreement, pursuant to clauses 9, 10 or 11 as applicable, We shall contact You at least ten (10) days prior to the expiration of Your initial Membership period to discuss whether You wish to renew Your Membership and, if so, for what length of period.
- 8.3 The Membership Fees applicable to renewal shall be Our then current Membership Fees displayed on the Website.
- 8.4 The decision of Al Johara as to whether or not to renew Your Membership is final and without appeal. Al Johara shall not give reasons for its decision to refuse renewal of Membership at any time.

9 Cancellation

- 9.1 You are entitled to cancel this Agreement within fourteen (14) days of it coming into force in accordance with clause 3.4 without giving any reason.
- 9.2 In order to cancel this Agreement pursuant to clause 9.1, You shall notify Us in writing (by letter to Our contact address below or to the cancellation email address below or by completing and submitting Our online form) with a clear statement confirming:
- 9.2.1 Your name;
- 9.2.2 Your address;
- 9.2.3 Your email address used in connection with Your application for Membership;
- 9.2.4 such order number or reference number as may have been provided by Us; and
- 9.2.5 expressly that You wish to cancel Your Membership.
- 9.3 Notification and the statement described in clause 9.2 shall be sent to us within the fourteen (14) day period by email to membership@aljohara.org or by post to Al Johara Ltd, 20-22 Wenlock Road, London, N1 7GU, England.
- 9.4 If You exercise Your right to cancel this Agreement by this clause 9, We shall reimburse to You the Membership Fees You have paid, subject to a reasonable deduction equating to the value of such use of the Membership Services as You have made during the period prior to cancellation. Such deduction shall be calculated by comparing Your use of the Membership Services during that period with the use by other Members generally.



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9.5 Your Membership Fees (subject to any deduction pursuant to clause 9.4) shall be reimbursed not later than fourteen (14) days after the date on which We are notified of Your decision to cancel this Agreement.

9.6 We shall reimburse You using the same means of payment as You used to pay the Membership Fees unless You expressly agree with Us otherwise in writing and such means are validated.

10 Termination by You

10.1 You may terminate this Agreement at any time by notifying Us in writing (either by email to membership@aljohara.org or by post to Al Johara Ltd, 20-22 Wenlock Road, London, N1 7GU, England) of Your decision to terminate Your Membership. Upon acknowledgement of receipt by Us, You shall cease to have access to the Membership Services.

10.2 Without affecting any other right or remedy available to You, You may have a legal right to terminate this Agreement because of a reason arising from something We have done or intend to do. Such reasons include:

10.2.1 We have told You about a forthcoming change to the Membership Services or this Agreement (other than changes pursuant to clauses 5.1 and 5.2) to which You do not agree;

10.2.2 there is a risk that Our ability to provide the Membership Services may be significantly delayed because of events outside Our control;

10.2.3 We have suspended provision of the Membership Services for technical reasons, or notify You that We are going to suspend them for technical reasons, in each case for a period of more than fourteen (14) days; or

10.2.4 You have a legal right to terminate this Agreement because of something We have done wrong.

10.3 Even if We are not at fault and You do not have a right to change Your mind (pursuant to clause 9.1), You may still terminate this Agreement prior to the expiration of Your current Membership period, but, subject to clause 15.3, You shall not be entitled to a refund of any of the Membership Fees paid.

11 Termination by Us

11.1 We may terminate this Agreement with immediate effect at any time by writing to You if:

11.1.1 You breach the terms of this Agreement (including the Terms of Website Use and the Members' Guidelines);

11.1.2 You do not make any payment to Us when it is due and You still do not make payment within 14 days of being reminded by Us that payment is due;



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- 11.1.3 You do not, within a reasonable period of time from being asked by Us, provide Us with information that is necessary for Us to provide the Membership Services;
 - 11.1.4 You are in breach of Your obligations set out in clause 7;
 - 11.1.5 any action or inaction by You brings, or in Our reasonable opinion is likely to bring, the name and/or the reputation of Al Johara into disrepute; or
 - 11.1.6 any action or inaction by You is inimical to Al Johara.
- 11.2 If We terminate this Agreement due to a breach of these terms by You, You shall not be entitled to a refund of any portion of the Membership Fees You have paid.

12 Our responsibility for loss or damage suffered by You

- 12.1 If We fail to comply with the terms of this Agreement, We are responsible for loss or damage You suffer that is a foreseeable result of Our breaking this Agreement or Our failing to use reasonable care and skill, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Agreement was made, both We and You knew it might happen, for example, if You discussed it with Us during the application or renewal process.
- 12.2 We shall have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 12.3 Where We make documents or templates available to You, these are provided for the purposes of information and assistance only and nothing within them shall constitute the provision of professional advice, such as legal or financial advice. Before seeking to rely on any document or entering into any such documents or templates, We recommend that You take independent professional advice.
- 12.4 If defective digital content which We have supplied damages a device or digital content belonging to You and this is caused by Our failure to use reasonable care and skill We will either repair the damage or pay You compensation up to the limit of Our liability specified in this Agreement. However We shall not be liable for damage which You could have avoided by following Our advice to allow an update offered to You free of charge or by damage which was caused by You failing to follow correctly installation instructions or to have in place the minimum system requirements advised by Us.
- 12.5 Where We have not expressly excluded liability all liability and unless We have agreed otherwise in writing, Our liability to You shall be limited to the Membership Fees You have paid to Us in the twelve (12) months preceding the incident resulting in such liability.
- 12.6 Notwithstanding any other clause in this Agreement, We do not exclude or limit in any way Our liability to You where it would be unlawful to do so. This includes liability for:
- 12.6.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; and

12.6.2 fraud or fraudulent misrepresentation.

13 Intellectual property rights

- 13.1 We own (or are a licensee of) all intellectual property rights used in connection with Al Johara or the provision of the Membership Services in any form (the **Works**).
- 13.2 The Works are protected by copyright and other laws relating to intellectual property around the world. You are permitted to print off copies and download extracts from the Website and the Membership Portal or the material published by Us in respect of the Membership Services for Your own personal use provided that You do not modify these in any way or share these with third parties, save that You may draw the attention of others to material published on the Website.
- 13.3 You shall not modify in any way the Works and You shall not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Any use for any purpose of extracts from the Website or the Membership Portal or materials published on them otherwise than in accordance with this clause 13 is prohibited.
- 13.4 If You upload any copyright-protected material (including photographs) to the Website or the Membership Portal, it is Your responsibility to obtain the permission of the copyright owner and You agree to indemnify Us and hold Us harmless against any losses, damages or penalties that We suffer as a result of You uploading any material in respect of which You do not have the permission of the copyright owner.
- 13.5 Please see the Website Terms of Use for further details on intellectual property rights and content uploaded by Members on to the Website.

14 How We may use Your personal information

- 14.1 We shall only use Your personal information as set out in Our Data Protection Policy and the Members' Subject Information Statement. The Members' Subject Information Statement is available on the Website via the Privacy Policy.

15 Events outside Our control

- 15.1 We shall not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under this Agreement that is caused by an event outside Our control which means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.



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- 15.2 If an event outside Our control takes place that affects the performance of Our obligations under this Agreement:
- 15.2.1 We will contact You as soon as reasonably practicable to notify You; and
- 15.2.2 Our obligations under this Agreement shall be suspended and the time for performance of Our obligations shall be extended for the duration of the event outside Our control. Where the event outside Our control affects Our delivery of the Membership Services to You, We shall arrange delivery of the relevant Membership Services to You after the event outside Our control is over.
- 15.3 If the event outside Our control continues for longer than 30 days then You shall be entitled to terminate this Agreement and We shall refund You a reasonable amount of the Membership Fees You have paid, calculated by reference to:
- (a) the use You have made of the Membership Services up to that point; and
- (b) the remaining period of Your Membership.

16 Other important terms

- 16.1 We may transfer Our rights and obligations under this Agreement to another organisation. We shall always tell You in writing if this happens and We shall ensure that the transfer shall not affect Your rights under the Agreement.
- 16.2 This Agreement is between You and Us. Subject to clause 16.1, no other person shall have any rights to enforce any of its terms.
- 16.3 If a court finds part of this Agreement illegal, the rest shall continue in force. Each of the clauses in this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses shall remain in full force and effect.
- 16.4 Even if We delay in enforcing this Agreement, We can still enforce it later. If We do not insist immediately that You do anything that You are required to do under this Agreement, or if We delay in taking steps against You in respect of Your breaking this Agreement, that shall not mean that You do not have to do those things and it shall not prevent Us taking steps against You at a later date. If We do waive a default by You, We shall only do so in writing, and that shall not mean that We shall automatically waive any later default by You.
- 16.5 This Agreement is governed by English law. You and We both agree that the courts of England and Wales shall have exclusive jurisdiction, save that if You live in the United Kingdom, You may take court proceedings in the courts of that part of the United Kingdom in which You live.

This Agreement was last updated on: 30 April 2021.