

## **Business Safety Standard membership Terms and Conditions.**

Please read these terms and conditions carefully, we have created an index to help make it easier to digest.

### **Index**

#### **Online marketing**

- |   |                                   |
|---|-----------------------------------|
| 1. Definitions                              | 17. Force Majeur                  |
| 2. Grant                                    | 18. Proper law and jurisdiction   |
| 3. Clients warranties                       | 19. Distribution                  |
| 4. Indemnity                                | 20. Payment of Accounts           |
| <b>5. Cancellation (Cooling-Off Period)</b> | 21. Design Credits                |
| 6. Auto Renewal                             | 22. Your privacy                  |
| 7. Positioning and licence                  | 23. Full Colour Printing          |
| 8. Provision of advertisement               | 24. Complaints Procedure          |
| 9. Limitation of liability                  |                                   |
| 10. Entire agreement                        | <b>Payment Platforms</b>          |
| 11. No Assignment                           | 25. Card Payments                 |
| 12. Confidentiality                         | 26. Direct Debit Payment Platform |
| 13. No Partnership                          | 28. Card Reader                   |
| 14. Waivers                                 |                                   |
| 15. Severability                            | <b>Form Population</b>            |
| 16. Further Assistance                      | 27. Form Auto Population Platform |

### **Standard Terms**

These terms and conditions shall apply to and shall be incorporated into the contract between 'Business Safety Standard' and 'the client' for the supply of the Services to the exclusion of any other terms that the client seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing. No addition to or variation, exclusion or attempted exclusion of, any of these terms and conditions shall be binding on Business Safety Standard unless in writing and signed by a duly authorised representative of Business Safety Standard.

No one other than the parties shall have any right to enforce any term of this Contract. If a court or any other competent authority finds that any provision (or part of a provision) of the Contract is invalid, unenforceable or illegal, that provision or part-provision shall,

to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected

This Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

### **Acceptance of Order and Terms and Condition**

The placement of an order for any services offered by Business Safety Standard and validated by the client's approval during the recorded confirmation call and or signature agreements (both wet or electronic), which constitutes acceptance to comply fully with all these terms and conditions, and forms a Contract between the client and Business Safety Standard. The client agrees to the supply of the Services in accordance with these terms and conditions, acknowledges that it has read and understood these terms and conditions and agrees to be bound by them.

### **Online marketing**

The following terms and conditions ("Advertising Order Terms and Conditions") are deemed to be incorporated into each advertising insertion order accepted by the owners of Business Safety Standard ("the Company"). N.B:- The owners of Business Safety Standard ("the company") will only accept one advertising insertion order per client per order which will be made live after 48 hours of this document is agreed however the telephone number will not be made available until the account is paid. It is the client's responsibility to change and amend any errors within the account and Business Safety Standard ("the Company") will not be held responsible for any loss or damages incurred if changes are not made.

The placement of an order for design and/or any other services offered by Business Safety Standard and validated by the client's approval during the recorded Confirmation Call and agreement of this document constitutes acceptance to comply fully with all these terms and conditions and forms a Contract between the client and Business Safety Standard. The client agrees to the supply of the Services in accordance with these terms and conditions, acknowledges that it has read and understood these terms and conditions and agrees to be bound by them.

#### 1. Definitions

“the Advertisement” means an advertisement or series of advertisements to be placed in the media.

“The Member” means the business and/or individual named in the confirmation on whose behalf the Order is placed with Business Safety Standard;

“the Client” means the person, firm or company named in the confirmation, as set out in these Terms and Conditions, granted an order for the insertion of the Advertisement upon completion and payment in full for the order whether such person be the advertiser of the product or service promoted thereby or making the announcement therein (“The Member”) or the advertiser’s authorised advertising agency or media Client;

“The Order” means the advertising insertion and or additional products granted to the Client upon fulfilment and payment in full for the contract as set out in these Terms and Conditions and agreed in the order confirmation, also set out in the terms and Conditions, accepted by the Company including, among other matters, the rate for the publishing of the Advertisement, technical specifications, copy and cancellation policies, the positioning of the Advertisement and appearance dates and into which the Advertising Terms and Conditions are deemed to be incorporated; “the Client” means the person, firm or company named in the confirmation call, as set out in the Terms and Conditions, granted an order for the insertion of the Advertisement upon completion and payment in full for the order whether such person be the advertiser of the product or service promoted thereby or making the announcement therein (“The Member”) or the advertiser’s authorised advertising agency or media Client;

“the confirmation call” means the recorded telephone conversation between the Client and Business Safety Standard during which the pre-contractual information is disclosed and the contract is established as set out in the order Terms and Conditions.

“the media” means Business Safety Standard, as advertised and promoted on [www.businesssafetystandard.org](http://www.businesssafetystandard.org)

## 2. Grant

The Company agrees to publish one advertisement in the Media, as specified in these advertising terms and conditions, per Client, within 60 days of completion and fulfilment by the Client of the order, as set out in the terms and conditions, including but not restricted to payment in full for services rendered by Business Safety Standard as set out in the confirmation call/pre-contractual information and in accordance with the following provisions.

## 3. Clients warranties

### 3.1 The Client warrants that:-

3.1.1a the advertisement will automatically activate 48 hours after the terms are agreed. If payment is outstanding for more than 14 days the advertisement can be removed from the search function however the debt shall still remain the liability of the client.

3.1.1b in relation to an Advertisement the Client contracts with the Company as a principal notwithstanding that the Client may be acting directly or indirectly for the Advertiser as an advertising agent or media Client or in some other representative capacity; The Company agrees to publish one advertisement in the Media, as specified in these advertising terms and conditions, per Client, within 60 days of completion and fulfilment by the Client of the order, as set out in these terms and conditions, including but not restricted to payment in full for services rendered by “The Company” (Business Safety Standard) as set out in the confirmation call/pre-contractual information and in accordance with the following provisions.

3.1.2 it has the right to publish all of the contents of the Advertisement and can grant the Company such right, and that the reproduction of the Advertisement by the Company as originally submitted or as amended pursuant to Clause 5 will not breach any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any person or render the Company liable to any proceedings whatsoever;

3.1.3 any information supplied in connection with the Advertisement is accurate, complete and does not contain anything which is defamatory obscene, false or misleading;

3.1.4 in respect of any Advertisement submitted for the site which contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or any copy by which any living person is or can be identified the Client or the Advertiser has obtained the authority of such living person to make use of such name, representation and/or copy;

3.1.5 in relation to any investment Advertisement, the Advertiser is, or its contents have been approved by, an authorised person within the meaning of the Financial Services Act 1986 or the Advertisement is otherwise permitted under that Act and the Client has expressly notified the Company in writing of this;

3.1.6 a) each Advertisement complies with the requirements of all relevant legislation (including subordinate legislation, the rules of statutorily recognised regulatory authorities and the law of the European Union) for the time being in force or applicable in the United Kingdom or in any other territory where the Advertisement is to be shown and directed to the residents of that territory. The Client accepts responsibility for notifying the Company of any restrictions, which should be placed on the display of an Advertisement in any territories.

3.1.6 b) each advertisement will have the same content as the advert provisioned in the order as set out in the terms and conditions. Any changes after the original proof will be at the discretion of the advertiser.

3.1.7 all advertising copy submitted to the Company is legal, decent, honest and truthful and complies with the British Code of Advertising Practice and all other relevant codes under the general supervision of the Advertising Standards Authority in respect of electronic and online advertising and all other relevant industry codes of practice including such other codes as may apply to advertising in such other territories where the Advertisement is to be shown and directed to residents of that territory;

3.1.8 no hypertext link from any Advertisement to the advertiser's Website will render the Company

3.1.9 the advert will have the same content as the advert provisioned in the order as set out in the terms and conditions. It is the client's duty to inform the company of any errors & amendments or remedy within their account if it is required. Liable to any proceedings whatsoever and the Company will be promptly advised of any changes which would

affect the functioning of the link and all necessary steps will be taken to correct any malfunction of any such hypertext link;

3.2 The Client acknowledges that the Company may, due to unforeseen circumstances, be unable to as discussed, under these circumstances the Advertisement will be published in the following available opportunity.

3.3 The Client agrees that until an account is paid in full the company or its allocated debt management company can contact them day by any means or method until the account is cleared in full

#### 4. Indemnity

The Client agrees promptly and fully to indemnify and keep indemnified the Company and hold the Company harmless against any and all expenses, damages, liability, claims and losses of any kind (including reasonable legal fees and costs) incurred by the Company in connection with any claims actual or threatened, of any kind (including, without limitation, any claim of trademark or copyright infringement, libel, defamation, breach of confidentiality, breach of any statutory or regulatory duty, false or misleading advertising or sales practices) arising from an Advertisement and/or any material (of the Advertiser or otherwise) to which users can link through an Advertisement or as a result of any breach or non-performance of any of the representations, warranties or other terms contained in these Advertising Terms and Conditions or implied by law and the indemnity may, without limitation, be claimed as a debt or liquidated demand. The Client warrants that it has sufficient funds and insurance to satisfy the indemnity given by it in this Clause.

#### 5. Cancellation

5.1 We offer a 48 hour cooling off period from the when these terms are agreed. For the be benefit of doubt the definition of the cooling off period is;

“48 hours starting 8am the day following the confirmation call”

5.2 If any provision contained in these Conditions or Contract or agreement between the Company and the Advertiser is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, that part shall be deemed removed and the other provisions shall remain in force.

5.3 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply whatever modification is necessary to make it valid, enforceable and legal. Nothing in these Conditions, Contract or agreement between the Company and the Advertiser is intended to, or shall operate to, create a partnership between the parties.

5.4 The agreement between the Company and the Advertiser is made for the benefit of those parties and nothing in the Contract or these Conditions shall confer on any third party any benefit or the right to enforce any terms of the Contract, the agreement between the Company and the Advertiser or these Conditions.

5.5 These Conditions shall be governed by and construed in accordance with the laws of England the courts of which shall have exclusive jurisdiction.

## 6. Auto Renewal

Member subscriptions are for a pre-paid agreed member subscription term. Your subscription will automatically renew at the end of each subscription term for another 12-month term. You agree that we may automatically renew your subscription and invoice on the one-year anniversary of your last subscription date unless you cancel your subscription before the Renewal Date. Business safety standard will automatically renew your subscription and invoice each year on the Renewal Date until you cancel your subscription or Business Safety Standard no longer offers the service

## 7. Positioning and licence

7.1 The Company is hereby granted a worldwide nonexclusive, fully paid licence to reproduce and display each Advertisement (including all contents, trademarks and brand features contained therein) in accordance the provisions of these Advertising Terms and Conditions.

7.2 Except as otherwise expressly provided for in the confirmation call or contractual information the positioning of the Advertisement in the site or on any pages is at the discretion of the Company and unless otherwise stated in the confirmation call or contractual information the Company will not be prohibited from also carrying advertisements for any product or business competitive to the product or business of the Advertiser.

7.3 The Company does not warrant the date or period of insertion of the Advertisement or the wording given in the confirmation call or contractual information and does not warrant that the Advertisement will not be displayed after any end date specified.

7.4 The Company shall be entitled and the Client grants an express right to the Company to reproduce any part of the media containing all or part of the Advertisement on any promotional or advertising material promoting or advertising the site.

## 8. Provision of advertisement

8.1 The Company will provide all materials for the publishing of the Advertisement in the media as set out in the confirmation call or contractual information and in accordance with any instructions of the Client. The Company may state technical requirements or other specifications from time to time, including (without limitation) the manner of transmission to the Company and the lead time prior to creating of the Advertisement and the Company will not be required to promote any advertisement that has not been received in accordance with any such instructions, requirements and the Company will not be liable for the loss or corruption of any materials provided by the Client, which the Client warrants that it has retained in sufficient quality and quantity for whatever purpose.



8.2 Where the Client is the advertiser's advertising agency, the Client warrants that it is authorised by the Advertiser to place the Advertisement with the Company and the Client will indemnify the Company against any claim made by the Advertiser against the Company arising from the media thereof.

8.3 Frequency of promotional items will be determined according to public response.

8.4 The company will not be liable for held responsible for the outcome of the advertising. Whilst every attempt is made to generate revenue this is not a guarantee.

## 9. Limitation of liability

9.1 If the Company fails to publish the Advertisement or deliver any number of impressions or visits the company's liability will be limited (at the option of the Company) to:-

9.2 publishing the Advertisement (or a replacement Advertisement if provided by the Client) as soon as is reasonably practicable in the period following the period during which the Advertisement was scheduled to run.

9.3 In no event will the Company be responsible for any indirect, incidental, consequential, special or economic loss of any kind including without limitation loss of profits, business, contracts, revenues, goodwill, production or anticipated savings arising out of or in connection with the publishing of the Advertisement in the media, any failure to publish the Advertisement in a timely manner or at all in accordance with the provisions of the Confirmation call or contractual information or these Advertising Terms and Conditions or any other breach by the Company of the pre-contractual information or these Advertising Terms and Conditions.

9.4 The Company does not limit or exclude liability for death or personal injury caused by its negligence.

9.5 Whilst every effort is made by the Company to maintain high standards of integrity and reliability among its contract staff and to provide contract staff in accordance with these Conditions, by reason of the human element involved, no liability can be accepted by the Company for any loss, expense, damage, misrepresentation or delay arising from a failure of its staff in its entirety or part.

## 10. Entire agreement

These Advertising Terms and Conditions together with the Confirmation call or contractual information alongside the Terms and Conditions set out the entire agreement and understanding between the parties and supersede all previous agreements, arrangements, understandings and commitments and the Client confirms that it is not placing the Order or accepting these Advertising Terms and Conditions or any of the arrangements contemplated hereby in reliance upon any representation or warranty not expressly set out herein (save that no liability for fraudulent misrepresentation is excluded by this provision).

## 11. No Assignment

The Client may not resell, assign, transfer, encumber or otherwise dispose of or subcontract any of its rights or obligations hereunder and any attempt to do so will entitle the Company to terminate this contract and any arrangements contemplated hereby immediately without liability on the part of the Company.

## 12. Confidentiality

In addition to the terms of any prior confidentiality or non-disclosure agreement entered into between the parties (which shall continue in force) the parties agree to keep the terms of the Confirmation call or contractual information and these Advertising Terms and

Conditions and any information (written, oral or in any other form) which is of a confidential nature concerning the business and affairs of the other party obtained hereunder strictly confidential and will not make any public statement regarding such terms and information except with the prior written consent of the other such consent not to be unreasonably withheld or delayed. This obligation shall not apply to any information which is in the public domain otherwise than as a result of breach of this clause, which is required to be disclosed by law or any regulatory or governmental body or which is provided to either party free of any obligations of confidence.

### 13. No Partnership

Nothing herein shall or shall be deemed to create any partnership or joint venture between the parties hereto.

### 14. Waivers

14.1 No failure or delay by the Company in exercising any right, power or privilege contained in these Advertising Terms and Conditions shall operate as a waiver thereof nor shall any single or partial exercise by the Company of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

### 15. Severability

If any one or more of the provisions contained in these Advertising Terms and Conditions shall be deemed by any Court or other competent authority to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

### 16. Further Assistance

The Client agrees to execute and deliver to the Company as appropriate all such other documents, assurances and acts as may be reasonably necessary to fulfil the provisions of these Advertising Terms and Conditions or to carry into effect the intentions of the parties as expressed herein.

#### 17. Force Majeure

Neither the Client or the Company shall be in breach of these Advertising Terms and Conditions or under any liability for any delay, loss, or damage caused wholly or in part by any act of God, governmental restriction, fire, flood, power failure, condition or control breakdown, malfunction in any telecommunication system computer service, link failures, power difficulties, telephone outages, network overload, default or failure of a third party, or by any other act, matter, or thing beyond its reasonable control.

Business Safety Standard shall not be liable to the client or deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the obligations of Business Safety Standard in relation to the Services, if the delay or failure was due to any cause beyond the reasonable control of Business Safety Standard. Without prejudice to the generality of the foregoing the following, shall be regarded as causes beyond the reasonable control of Business Safety Standard: Act of God, explosion, flood, tempest, fire or accident, War or threat of war, sabotage, insurrection, civil disturbance or acquisition acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any government parliamentary or local authority, strikes, lockouts or other industrial action or trade disputes (whether involving employees of Business Safety Standard (or any third party), difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery.

#### 18. Proper law and jurisdiction

These Advertising Terms and Conditions and the Confirmation call or contractual information are governed by and shall be construed in accordance with English law and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the English Courts.

## 19. Distribution

In the instance of a print distribution, Distribution Promotional information will only be available after distribution is complete and any discussion entered into with clients regarding this is purely speculative and based on projected figures or reflective of previous distributions. This is due to both our obligation in law to contact all recipients as per legislation concerning unsolicited mail and due to the unpredictable response from the public regarding the campaign.

## 20. Payment of Accounts

20.1 Full settlement is required within 14 days of the contract being agreed. This figure is non-refundable. It is Business Safety Standard policy that any outstanding accounts for work carried out by 20.1 Business Safety Standard or its affiliates are required to be paid in full, no later than 14 days from the date the invoice is issued unless by prior arrangement with Business Safety Standard which is explained in the Confirmation Call during which the order is placed and in these terms and conditions.

20.2 For the avoidance of doubt, work will start immediately after the Confirmation Call. The client is then obliged to make full payment for the work within 14 days of these terms being agreed. Further development work will begin 48 hours after the terms are agreed and will be completed within the 60 days. The advertisement period will only begin on completion of the work however full payment will be required within the 14 days.

20.3 Business Safety Standard will contact clients to remind them of such payments if they are not received when due. Accounts that remain outstanding for over 14 days after the date of invoice being issued, will incur statutory charges in line with the current legislation and 'statutory interest' (this is 8% plus the Bank of England base rate) of the outstanding amount.

20.4 If any Client denies this contract verbally or in writing after the contract has been established and agreed during the recorded confirmation call or this contract and/or has not settled their account within 14 days from date of invoice issue and/or Business Safety Standard has not been contacted regarding consistent non payment of an invoice issued to any Client, Business Safety Standard reserves the right to add costs plus any legal, debt collection or administration costs to the outstanding amount and pass any debtor details held on file to any UK debt collection agent or Solicitor who will then continue to pursue

the debt on behalf of Business Safety Standard. In the event of continued non-payment the UK debt collection agent or Solicitor may then seek payment through legal procedures, and if necessary court summons. NB:- Such cases may be passed to the Small Claims Court to secure payment. Non payment can result in county court judgements (CCJ's) being added to the Clients credit rating. Business safety standard or its partners will use the I.P Address & location the the contract was signed and agreed by the client in order to prove the legitimacy of the agreement.

20.5 Any UK Debt Collection Agent or Solicitor pursuing debts on behalf of Business Safety Standard may apply their own fees and administrative charges to the outstanding amount owed to 'the client'

20.6 If any Client has not settled their account within 14 days from date the invoice is issued and/or Business Safety Standard has passed the details of the Client to a UK Debt Collection Agency or Solicitor, the Client will no longer be entitled to receive an advertising insertion order to appear on/ with Business Safety Standard upon payment in full for the outstanding amount unless it is decided at the discretion of Business Safety Standard.

20.7 Returned cheques will incur an additional fee of £50.00 per returned cheque.

20.8 Any client account that is passed on to a UK Debt Collection Agent or Solicitor means the total invoice value can increase with the required administrative charges at the time of collection.

20.9 Subject to late payment and/or a county court hearing, Business Safety Standard will charge appropriate administration fees in line with the current legislation.

## Design Credits

21. The client agrees to allow Business Safety Standard to place a small credit on printed material, exhibition displays, advertisements and/or a link to Business Safety Standard's own website on the client's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.

## Your Privacy

22. With the exception of clause 20 to 20.9 we do not share or sell any of your details with third party companies without your express permission and we will only email you or contact you about work related matters.

## Full Colour Printing

23. In any printed materials every effort will be made to obtain the best possible colour reproduction on clients work but due to the nature of the process involved Business Safety Standard shall not be required to guarantee an exact match in colour or texture between the printed results and any proof or existing copy so supplied. Pantone ink matches cannot be produced using the full colour process. Any proof copies issued are NOT colour accurate and are issued for content checking only.

## Complaints Procedure

24. Anyone who experiences a problem with their web service provided by Business Safety Standard should raise the matter directly giving sufficient information to locate the material (such as an url) and clearly outlining the grounds for complaint. Business Safety Standard will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant

24.1 The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure

24.2 A formal complaint should be made in writing to Business Safety Standard, who will acknowledge receipt and ensure that the matter is looked into as soon as possible.

24.3 An initial response to any complaint can be expected within seven days of its receipt; a full and considered response to the complaint should be completed within 30 days and any subsequent remedy implemented with the minimum of delay

## **Payment Platform**

25. All Card payments and are powered by PayPal which powers the Business Safety Standard payment platform. No money is controlled, exchanged or handled by business safety standard and the company shall not be held liable for loss incurred. Any issues that arise from use of PayPal will be subject to the terms and conditions of the payment provider. Liability will not be held by business safety standard

## **Direct Debit Payment Platform**

26. All Direct Debit payments are powered by Go Cardless, which powers the Business Safety Standard Direct Debit payment platform. No money is controlled, exchanged or handled by business safety standard and the company shall not be held liable for loss. Any issues that arise from use of GoCardless will be subject to the terms and conditions of the payment provider. Liability will not be held by business safety standard

### **Form Auto Population Platform**

27. The default document within this platform is a general service agreement. Whilst every effort is made to ensure this instrument is current and up to date we will not be liable for any losses caused by its use. It is the client's responsibility to have the instrument checked/Verified by a legal professional before entering into any legal agreement.

27.1 If you wish to have this document made, as a bespoke document for your business there will be a cost incurred for changes.

### **Card Reader**

28. Business safety standard will not be liable for any failed applications or losses incurred. In the instance of a declined application this contract will not be affected. The card reader will remain property of business safety standard and must be returned if membership is not continued.