

Terms and conditions of Corporate Affiliate Membership

These terms and conditions (Terms) set out the terms of corporate affiliate membership of the Chartered Trading Standards Institute by a corporate affiliate member.

The Chartered Trading Standards Institute is incorporated by Royal Charter with its principal place of business at 1 Sylvan Court, Sylvan Way, Southfields Business Park, Basildon, Essex, SS15 6TH.

The Corporate Affiliate Member (or Member) is the corporate body, full details of which appear in the Corporate Affiliate Membership application form.

CTSI's Code of Professional Conduct, from time to time in force, forms part of these Terms.

Agreed terms

Subject to the provisions of these Terms, the Member shall be entitled to describe itself as a "Corporate Affiliate Member of the Chartered Trading Standards Institute" but the Member shall not represent itself as an agent of CTSI for any purpose, nor make any representation on CTSI's behalf.

The Member shall keep CTSI indemnified in full against all direct, indirect and consequential liabilities (including, but not limited to, loss of profits, loss of business and loss of contracts), loss, damages, injury, costs and expenses (including legal and professional fees) awarded against or paid by CTSI in connection with any claim made against CTSI in the event that CTSI is held to be acting as the Member's agent or otherwise arising through the Member's breach of these Terms.

The Member acknowledges that it has received a copy of the current version of CTSI's Code of Professional Conduct for members of CTSI and the Member agrees to comply with such Code of Professional Conduct in all respects.

CTSI shall be entitled to amend its Code of Professional Conduct from time to time at its sole discretion.

The Member acknowledges that where it is offered particular membership benefits by CTSI, such benefits are on such terms as CTSI in its absolute discretion determines and may be subject to withdrawal or amendment at any time.



fees and payment

An annual membership fee shall be payable by the Member to CTSI. Such membership fee shall be payable (without deduction or set off) by the Member, annually in advance, within 30 days of the date of the invoice issued by TSI. Where membership commences part way through a membership year, the Member shall be required to pay a pro-rata amount of the annual membership fee

The annual membership fee shall be at such rates as CTSI shall determine from time to time, as notified to the Member. CTSI will give the Member written notice of any annual increases in the annual membership fee prior to the next renewal date.

The annual membership fee shall be exclusive of VAT, which CTSI shall add to its invoices at the appropriate rate, where applicable.

Without prejudice to any other right or remedy that it may have, if the Member fails to pay CTSI on the due date, CTSI may:

charge interest on such overdue sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of the Bank of England, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Member shall pay the interest immediately on demand. CTSI may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and/or

suspend the Member's membership until payment has been made in full.

Member's obligations

The Member agrees to:

adhere to the principles of fair trading promoted by the CTSI from time to time;

abide by any legal requirements and/or statutory or voluntary code(s) of practice applicable to its own trade, industry or profession;

ensure that its Corporate Affiliate Membership of CTSI is not used to endorse any commercial or business activity by the Member or any third party or to obtain any commercial advantage;

inform CTSI immediately of any changes in ownership or control (as defined in section 574 of the Capital Allowances Act 2001) of the Member and of any change in its organisation or method of



doing business which might affect the performance of the Member in meeting its obligations under these Terms;

and inform CTSI immediately of any current or pending legal proceedings against the Member for actual or potential breaches of civil or criminal regulatory legislation or breach of any statutory or voluntary code(s) of conduct, rules or regulations particular to the Member's own trade, industry or profession.

Relationship with CTSI

The Member shall not:

represent that CTSI endorses any of the Member's products or services;

undertake any act or omission that might reasonably be expected to bring the CTSI into disrepute or be prejudicial to CTSI or its operations;

use its Corporate Affiliate Membership of CTSI to circumvent any restrictions or prohibitions on advertising the Member's goods or services.

The Member shall observe all directions and instructions given by CTSI (whether under clause 5 below, or otherwise) for the promotion and advertisement of the Member's relationship with CTSI. The Member shall not make any additional written or oral statement as to the relationship with CTSI without CTSI's prior written approval.

The Member acknowledges that on becoming a Member, CTSI gives no representations or warranties as to any increase in business or other benefits that the Member might experience by dint of such membership.



Member's use of CTSI marks

CTSI's trade marks, logos, images and descriptions, and their permitted usage, are defined in CTSI's Corporate Identity & Usage Guidelines and Corporate Affiliate Membership Identity.

The member will follow these guidelines and rules in the production of all materials and their usage of these marks.

The Member shall only be entitled to use CTSI's approved wording to describe its relationship with CTSI. The current form of approved wording is as follows:

'As a Corporate Affiliate Member of the Chartered Trading Standards Institute, [COMPANY NAME] are committed to the core values and aims of the Institute and to support and promote the principles of the Institute, including fair trading, safe products, competitive markets and knowledgeable consumers.'

The Chartered Trading Standards Institute and its members' aims are to sustain and improve consumer protection, promote and protect the success of a modern vibrant economy, the reinforcement of fair markets and to safeguard the health, safety and wellbeing of citizens through empowering consumers, encouraging honest business and targeting rogue traders'.

For use on letterheads and business cards only, as an alternative to the Chartered Trading Standards Institute Corporate Affiliate Member logo, the Member may use the words "Corporate Affiliate Member of the Chartered Trading Standards Institute".

The approved wording must be used on its own and not linked with any other wording or descriptions. It should not be modified or adapted in any way except with the prior written consent of CTSI.

CTSI shall be entitled to revise such approved wording from time to time. The Member agrees only to use such approved wording and to promptly remove any superseded approved wording, where required.

CTSI shall be entitled to withdraw approval of any wording used by the Member with reference to CTSI in any circumstances.

The Member shall be required to submit to CTSI for prior approval any materials bearing any reference to CTSI or its trade marks which are not strictly in accordance with CTSI's guidelines or approved wording from time to time in force. CTSI shall respond, indicating its approval or rejection of such materials, as soon as reasonably practicable following receipt.



Intellectual property rights

Where the Member is permitted by CTSI to use the trademarks or any other intellectual property rights of CTSI, such intellectual property rights shall continue to belong to CTSI or its licensors.

The Member shall be licensed to use such intellectual property rights only as permitted by these Terms and for no other purpose. Such licence is on a non-exclusive, non-transferable basis solely for the duration of the Member's membership.

Audit and compliance

The Member agrees that CTSI will, on reasonable prior notice to the Member during normal business hours, have the right to audit the Member's systems and processes to ensure that the Member is complying with these Terms. Such audits are carried out upon application for membership and from time to time during the lifetime of the membership.

CTSI shall review with the Member's Home Authority Principal any and all discussions, visits and other communications with CTSI and other regulatory bodies.

CTSI shall serve on the Member an information notice requiring the company to furnish CTSI with such information as CTSI may reasonably require relating to:

use of all materials promoting the Member's status as a Corporate Affiliate Member of CTSI, including press announcements, marketing and promotional materials; and

use of CTSI's trademarks, logos, images, and descriptions by the Member on all its printed and published materials including, letters, business cards, web sites, To ensure compliance with these Terms; and

examples of the Member's initiatives and activities that actively support CTSI goals and values.

CTSI will review any information available in the public domain produced by the Member to assess compliance with these Terms.



Termination

Without prejudice to any other rights or remedies which the parties may have, either party may terminate the agreement set out in these Terms if:

the Member fails to pay any membership fees within 30 days of any invoice date;

the Member commits any material or persistent breach of any of these Terms or the Code of Professional Conduct and (if such breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach;

the Member is involved in any Trading Standards regulatory actions, civil or criminal proceedings or any other acts or omissions in respect of which the Member's continued membership may, in the sole opinion of CTSI, be prejudicial to CTSI or bring CTSI into disrepute;

the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or

the other party commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party; or

a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party; or

an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other party; or

a floating charge holder over the assets of that other party has become entitled to appoint, or has appointed, an administrative receiver; or

a person becomes entitled to appoint a receiver over the assets of the other party, or a receiver is appointed over the assets of the other party; or



a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or

any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses (d) to (j) inclusive; or

the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

there is a change of control of the Member (as defined in section 574 of the Capital Allowances Act 2001).

Effects of termination

On termination of these Terms for any reason:

the Member shall immediately pay CTSI any sums owing to it as at the date of termination;

the Member shall within 7 working days of termination ensure that any reference to CTSI or the Member's corporate affiliate membership or it together with any of CTSI's trademarks, are removed from all advertising and promotional materials, websites, stationery and other Member materials;

the Member shall immediately cease promoting and advertising its relationship with CTSI and distributing any materials referring to it; and

the Member shall take all reasonable steps to ensure that third parties are not misled as to the current relationship with CTSI by virtue of any materials that remain in the marketplace and public domain.



Limitation of liability

This clause 10 sets out the entire financial liability of CTSI (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Member in respect of:

any breach of these Terms;

any use made by the Member of its membership of CTSI; and

any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Terms.

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

Nothing in these Terms limits or excludes the liability of CTSI:

for death or personal injury resulting from negligence; or

for any damage or liability incurred by the Member as a result of fraud or fraudulent misrepresentation by CTSI.

Subject to clauses 10.2 and 10.3, CTSI shall not be liable for loss of profits; loss of business; depletion of goodwill and/or similar losses; loss of anticipated savings; loss of goods; loss of contract; loss of use; loss of corruption of data or information; or[any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

Subject to clauses 10.2 and 10.3, CTSI's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the annual membership fee paid by the Member in the year to which any claim relates.

Whilst CTSI uses all reasonable endeavours to ensure that any CTSI website used by Members is available at all times, CTSI makes no warranty that any such website will meet any Member's requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected or that the website or the server that makes it available is free of viruses or bugs or is fully functional, accurate or reliable.



Confidentiality

The Member shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Member by CTSI, its employees, agents, consultants or subcontractors and any other confidential information concerning CTSI's business or its products which the Member may obtain.

The Member may disclose such information:

to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of its membership of CTSI in accordance with these Terms; and

as may be required by law, court order or any governmental or regulatory authority.

The Customer shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this clause 11.

This clause 11 survives the termination of the Member's membership for any reason.

Data protection

The Member acknowledges and agrees that details of the Member's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of CTSI in connection with the Member's membership of CTSI, including sending details of membership benefits.

The Member hereby consents to its contact details being included in the Trading Standards Directory.

Force majeure

CTSI shall have no liability to the Member if it is prevented from, or delayed in performing, its obligations under these Terms or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of CTSI or any other party), failure of a utility service, communications or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.



Waiver

A waiver of any right under these Terms is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under these Terms or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise.

Severance

If any provision of these Terms (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Terms, and the validity and enforceability of the other provisions of the Terms shall not be affected.

If a provision of these Terms (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

Entire agreement

These Terms (and any documents referred to in them) constitute the whole agreement between the parties and supersede all previous agreements between the parties relating to its subject matter.

Each party acknowledges that, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract) save as expressly provided in these Terms.

Nothing in this clause shall limit or exclude any liability for fraud.

Assignment

Membership is personal to the Member, who shall not, without the prior written consent of CTSI, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms.



No partnership or agency

Nothing in these Terms is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

Rights of third parties

A person who is not a party to these Terms shall not have any rights under or in connection with them.

Notices

Any notice or other communication required to be given under these Terms shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party and for the attention of the person specified in the membership application form, or as otherwise specified by the relevant party by notice in writing to the other party.

Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in clause 20.1 or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

This clause 20 shall not apply to the service of any proceedings or other documents in any legal action.

A notice required to be given under these Terms shall not be validly served if sent by e-mail.



Governing law and jurisdiction

These Terms, and any dispute or claim arising out of or in connection with them or their subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, these Terms or their subject matter.

Schedule 1 POLICY and GUIDELINES ON SPONSORSHIP ARRANGEMENTS FOR INSTITUTE ACTIVITIES

For those Corporate Affiliate Members who are also Sponsors, or seeking to be Sponsors, of the Institute, this schedule identifies the Policy under which Sponsorship is sought and accepted by the Institute.

Policy

The policy of the Chartered Trading Standards Institute and itsa Limited (jointly referred to as “the Institute” within schedule) is to accept sponsorship from selected organisations and businesses in accordance with the conditions and guidelines set out below.

Guidelines

1. These guidelines apply to both companies forming the Institute and extend to Branch and Society activities.
2. Sponsorship is defined as "the donation of funds, goods or services to support activities of the Institute and for which the sponsor may expect some publicity"
3. Support through sponsorship to enhance the services the Institute can provide will be welcomed, provided it does not compromise the impartiality or damage the reputation of the Trading Standards Service, or give rise to any such perception.
4. It should be understood that sponsorship is an opportunity to support the work of Trading Standards professionals, and in particular to seek support for, provide information about, or promote debate in relation to, fair trading on behalf of the Consumer, Business, the Trading Standards Service, or other regulatory bodies.

5. Where the sponsor or associated company/organisation is engaged in activities which may be considered controversial, sensitive, or otherwise unethical (e.g. tobacco, gambling, genetic modification), or the organisation is one which is, or is likely to come, under the close scrutiny of the Trading Standards Service, then sponsorship will only be accepted with the express consent of the Chief Executive, and in the case of any doubt, the express consent of the Executive Board or the itsa Limited Board of Directors should be sought.
6. The sponsor must:
 - i) adhere to the principles of fair trading; .
 - ii) abide by any statutory or voluntary Code of Practice appropriate to their trade, industry or profession; and
 - iii) support equality of opportunity and human rights.
7. The sponsor must NOT:
 - i) infer that the Trading Standards Institute endorses their products or services; or
 - ii) try to use the sponsorship to circumvent restrictions/prohibitions on advertising goods or services;
 - iii) use the Institute logos without the permission of the Chief Executive.
8. While it is accepted that legitimate business will have a commercial interest in offering sponsorship, there should be a well-intentioned reason on their part for seeking to provide support for any activities of the Institute.
9. Sponsors will usually seek to maximise publicity, therefore care should be taken to ensure a correct balance is maintained between their needs and the aims of the Institute in pursuing any particular event or activity.
10. Care should be taken when approaching individuals or organisations to ensure that no feeling of obligation to provide sponsorship for the Institute is created because of the enforcement role of the Trading Standards Service.
11. Preferential treatment must never be afforded to sponsors.