

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



fees and payment

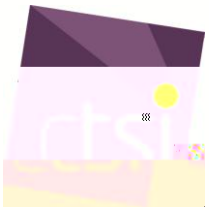
An annual membership fee shall be payable by the Member to CTSI. Such membership fee shall be payable (without deduction or set off) by the Member, annually in advance, within 30 days of the date of the invoice issued by TSI. Where membership commences part way through a membership year, the Member shall 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 overd6(su)-5(c)10(h)-3(TET EMC a(5BDC 511.15 [(o)-3(n)6(58.42 451.6t-3(a)-3(rg



Member's use of CTSI marks



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.

C

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:

including press announcements, marketing and promotional materials; and

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

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





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 contracty 4(e)6



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, ruled913 Tm[(BT1 0 0 1 0 0rs)D(o)-3l1er ei8slET





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. agency



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
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