

## **Membership Terms & Conditions**

**Version Date: August 2019**

### **WHO WE ARE?**

1. We are Vetted Limited, trading as 'checktrade.com' a company incorporated in England & Wales (company number 04285394) with its registered office at Unit 6, Sherrington Mews, Ellis Square, Selsey, Chichester, West Sussex, PO20 0FJ ('we', 'us' or 'our' being interpreted accordingly).
2. We operate the Checktrade network of recommended, vetted and monitored professional providers of trades and services ('Checktrade Network') which has a corresponding website, currently located at [www.checktrade.com](http://www.checktrade.com) ('Site'). We also publish and distribute hard copy directories providing information on certain Checktrade Network professional providers of trades and services in particular local areas (each a 'Directory' or 'Directories')

### **WHAT ARE THESE TERMS FOR?**

3. These membership terms and conditions ('Terms') is our agreement with you, the trader identified in an application for membership ('you' and 'your' being interpreted accordingly) and sets out the following:
  - a) the process by which you, after completing the relevant application form and going through our background check process may be accepted as a member of our Checktrade Network ('Member' and 'Membership' being interpreted accordingly); and
  - b) the terms and conditions governing your Membership and our provision of membership services to you ('Membership Services') as set out in these Terms and also described on our Website (from time to time).
4. By submitting an application for Membership and/or by continuing to enjoy the benefits, rights and privileges of the Membership you agree to be bound by these Terms. Our acceptance of your application, continuation of your Membership and inclusion of your Member Details on our Site and/or a Directory depends on you complying with these Terms.

### **HOW WE MAY UPDATE THESE TERMS?**

5. Please note that we may sometimes update or modify these Terms. If we do this, we shall provide at least 30 days' written notice of the updated or modified Terms by posting a notice on the dedicated members' area of our Site (currently accessible through the URL <https://members.checktrade.com/>) ('Members' Area') and upon expiry of such notice ('Effective Date') the updated or modified Terms shall take effect and replace these Terms (becoming the Terms hereunder). We recommend that you access the Members' Area regularly for any such updates, modifications of other important Membership notifications.
6. If you do not wish to accept the proposed updated or modified Terms referred to above, you shall be entitled to terminate your Membership on giving us written notice prior to the Effective Date on which the updated or modified terms come into effect. If you do not exercise this termination right by the Effective Date, you will be deemed to have accepted the applicable updated or modified Terms.

### **OUR MUTUAL AGREEMENT**

7. We agree to abide by these Terms and, on the basis that your application is accepted, provide you with Membership Services.
8. As a Member you agree to comply with all relevant policies, including our Code of Conduct and Ethics which is available on the Members' Area of our Site and other policies or codes that are generally applicable to our Membership as notified from time to time either directly to you as a Member or through our Members' Area (together 'Membership Rules').

9. In the event of any conflict or inconsistency between these Terms and any other purported contract documents, terms and conditions, codes of conduct or policies, you agree that these Terms shall be the governing document.

#### **HOW DO YOU BECOME A MEMBER?**

10. We have an established application process and your entitlement to become a Member is subject at all times to you having been vetted and accepted by us as a result of this process. We shall send you a written confirmation if your application has been accepted and your Membership shall then be deemed to have started from the date your application form was submitted ('Commencement Date').
11. **You acknowledge that us accepting you as a Member is entirely at our discretion and we may decide for any reason to reject your application or refuse to renew your Membership.** In the event of any dispute about your entitlement to become a Member (or to have your Membership renewed) our decision is final and, except to the extent that we have breached our express obligations under these Terms or applicable law, and subject to the remainder of these Terms, we shall not be responsible for your Membership application being rejected or your Membership (in whole or partly) being suspended, placed on probation or terminated.
12. You may either elect to be a Site Only Member or a Directory Member (as described below).

#### **HOW WE MAY SHARE INFORMATION ABOUT YOU AND OTHERS**

13. As part of the Membership, you will be required to provide certain information relating to you and/or your business as well as its officers, directors, partners, employees, agents, suppliers or contractors. You must make sure you have the necessary permissions or clearances to share this information (including any individual's personal data) with us.
14. You undertake and warrant to us that all information you provide to us is complete and accurate. Any changes to your circumstances or other developments that could affect your ability to comply with these Terms or that may affect the accuracy or relevance of information about you on our Membership Database, any listings on our Site or in any Directory must be reported to us in full without delay. Failure to comply with this paragraph is a material breach of these Terms and will entitle us to immediately terminate your Membership on written notice without liability to you.
15. Please note that as part of our normal procedure, information that you provide to us as part of your application or in connection with your Membership may be shared with third party credit agencies or checked against third party databases for checking credit worthiness or for fraud prevention purposes. You agree that, to the maximum extent legally permitted, we may also carry out criminal background checks or share information that you provide (at any time during your application or Membership) with certain local authority Trading Standard bodies with whom we have an affiliation ('Trading Standards Partners'). This is to verify whether or not your business is suitable to be accepted or continue as a Member. To be a Member you accept that it is important that you co-operate with us at all times in relation to any checks that we conduct and in particular respond appropriately to any queries we have in relation to information you supply to us.
16. We reserve the right to refuse any Membership application; withdraw any offer of Membership; suspend your Membership and/or terminate Membership altogether, if you unreasonably delay or fail to respond to reasonable information requests from us that are relevant to your Membership or you refuse to reasonably co-operate with our investigations relating to your conduct or Membership.

#### **HOW LONG DOES MEMBERSHIP LAST?**

17. Your Website Membership will initially continue for 12 months from the Commencement Date and, unless terminated in accordance with these Terms, Membership will automatically be renewed on each Renewal Date for a further 12 months and upon each anniversary thereafter (each a 'Renewal Date').

- 17.1 If you are a Directory Member, Membership will automatically be renewed at the end of the Initial Period or a Renewal Date, unless terminated in accordance with these Terms
18. Any renewal of your Membership shall be at our sole discretion and subject to any additional enquires that we may reasonably make.
- 18.1 To renew your Membership in all cases, you must also continue to pay applicable Membership Fees (as defined below).

#### **WHAT DO YOU RECEIVE AS A MEMBER?**

19. As a key part of the Membership Services, relevant details relating to you and your trade, profession or business that have been provided as part of your application ('Member Details') will be entered on to our Membership database of vetted and monitored tradesman and professionals ('Membership Database'). Depending on your chosen Membership category, your Member Details will be listed as part of our Checktrade Network:

- a) on the consumer section of our Site (a 'Site Only Member'); or
- b) on the consumer section of our Site and also in one of our hard copy Member Directories for your local area ('Directory Member')

to enable our customers to contact and, if agreed, engage you to provide those professional services (a customer who seeks to engage you through us or our Site or Directory being referred to a 'Checktrade Customer')

20. By downloading the Checktrade Now mobile app you agree to provide the services to Checktrade and its members and also as follows:

- a) Customers using the Checktrade Now service are customers requiring a job in an emergency situation. Accordingly, when you receive a lead on the Now app you must respond as soon as you receive the notification. You should only accept the job if the work required is within your skill set, you can speak to the customer immediately and are realistically able to provide the requested trade within the customer's time slot.
- b) Checktrade may at any time suspend the CAT Now service or any members' involvement in providing this service.

21. Where you have any questions or require support, we may also provide advice and assistance by telephone and email at the number/address provided in the Members' Area.

22. As part of Membership all new Members will receive a unique and local business landline, mobile phone number and email address which Checktrade will monitor in order to help improve security and prevent scams emails and nuisance calls ("Secure Contacts"). You agree that these Secure Contacts should be the only contact details appearing on your Membership Profile and no further details will be added by you. From June 2019 all Members will receive and should use Secure Contacts. Any existing Members who do not wish to take advantage of Secure Contacts will be able to opt out until their Renewal Date, at which point you will need to adopt Secure Contacts on your Membership Profile.

#### **WHAT ARE THE MEMBERSHIP FEES AND PAYMENT TERMS?**

23. We will inform you of the relevant fees when you apply for Membership, based on your chosen category and our standard applicable fees in force from time to time, which are available on request. There is an application fee (which may include part or all of your initial Membership Fee as defined in clause 25 below) to enable us to process your application which must be paid in advance ('Application Fee').

24. Such Application Fee is intended to cover our reasonable costs of screening and dealing with your application and is non-refundable, unless we decide otherwise at our sole discretion.

25. As a condition of your Membership being activated and its continuation, you will also be asked to pay a membership fee ('Membership Fee'). This will be payable in such instalments and at such intervals (which may also include payment in advance as part of the Application Fee) as we may notify you of in writing from time to time.
26. From time to time we may vary our Application Fees and/or Membership Fees (together 'Fees') giving reasonable notice to you either directly or through a general notification in our Members' Area. In the event that you do not accept these variations, you may terminate your Membership by written notice which must be received by us prior to such variation coming into effect, failing which, you will be deemed to have accepted the variation.
27. Fees are payable in UK pounds sterling by credit card, debit card, cheque, bank transfer, direct debit or standing order (in cleared funds) to our nominated bank account. All Fees or other payments due by you under these Terms shall be paid in full without any deduction, set-off, counterclaim or withholding (unless required by law).
28. Where any Fees or charges are overdue (without prejudice to our other rights or remedies) we shall be entitled to charge interest on such overdue amount at a rate of 4 per cent per annum above the published base rate of Barclays Bank plc. Such interest will accrue daily from the date the amount became due until it is paid in full, accruing after as well as before judgment.
29. Without prejudice to any other right, claim or action, where you fail to pay any outstanding Fees by the due date for payment, we will serve a final demand requesting payment within such period as we determine, failing which we may suspend your Membership (and any rights, privileges or benefits derived from such Membership may be withheld) until such payment is received in full. Also, in order to reactivate your Membership, we may also ask for an administration fees to meet the costs of such reactivation as well as an advance payment (or other form of guarantee) where we reasonably consider this necessary to reduce our credit risk.

#### **YOUR OBLIGATIONS TO US**

30. You shall indemnify us and keep us fully and effectively indemnified against all actions, claims, demands, damages, liabilities and corresponding costs and expenses we incur (including professional legal fees) arising out of the following:
  - a) any claims under an agreement or arrangement made between you and any Checktrade Customer or other user of our Membership Database, Site or Directory;
  - b) any false, inaccurate, out of date or misleading Member Details or other information provided by you which is entered on to our Membership Database, Site or Directory;
  - c) any third-party claims or actions against us arising out of you acting or omitting to do something in breach of these Terms, Membership Rules or applicable law; or
  - d) where we are joined into any legal action or proceedings brought by a Checktrade Customer, regulatory body or other third party against you in relation to your alleged acts or omissions

although the above indemnity shall not apply to the extent that a third party claim or action for which such indemnity is sought by us would not have arisen but for our own negligence or wilful misconduct.

#### **INTELLECTUAL PROPERTY AND YOUR LIMITED RIGHT TO USE OUR NAME OR LOGO**

31. The intellectual property rights (including the rights to any inventions or patents, copyright, design rights, trade marks, goodwill in relation to any business names or signs, domain names, database rights, know-how and other intellectual property rights, whether registered or unregistered, existing anywhere in the world) in relation to our Membership Database, Site or Directory (and their respective contents) ('Checktrade IP') belong to us and except to the extent expressly set out in these Terms you acquire no right, title or interest in such Checktrade IP .

32. You must not copy, modify, adapt, distribute, publicly share or make available, rent or lend, republish, frame, provide links to or upload any Checkatrade IP or any data, content or material (in any form) extracted or copied from our Membership Database, Site or Directory for any commercial purpose without our prior written consent. The only exceptions are that for as long as you are a Member:
- a) where a user of our Site or Directory posts a comment about you ('Feedback'), you may use short extracts of this Feedback in your business marketing material, provided such comment is reproduced in a fair and accurate manner and in all cases this must be properly attributed to Checkatrade and, where the comment or an extract is published online, a link should be provided back to your listing on our Site. Any original Feedback which is capable of being owned constitutes our Checkatrade IP. You have no rights in relation to such Feedback and you may not copy, adapt, modify, distribute or publish this Feedback other than to the extent authorised by us under this paragraph.
  - b) in relation to our trade mark checkatrade.com and the corresponding 'Checkatrade' brand name and logo used on our Site from time to time ('Marks'), you are granted a revocable, non-exclusive, non-transferable, non-sublicensable right for as long as you are a Member to accurately reproduce the Marks on your own business website, your business marketing materials or any company stationary ('Business Materials') to indicate that you are a Member and for no other purpose.

Such use of our Marks shall be in accordance with such brand guidelines as we issue from time to time and you shall not do anything to damage or dilute the Marks or the goodwill associated with our brand. Any goodwill arising in relation to your use of the Marks shall vest solely in us and you shall sign any documents immediately on our request to confirm this. You shall have no title or right in relation to the Marks (including any rights to take infringement action against others) and shall not challenge the validity of the Marks. You may not use the Marks other than on your Business Materials for the purpose set out above. Furthermore, you acknowledge that we (or our affiliates) are the owner of the Marks and you undertake not to use (or permit others to use) the Mark as part of a business name or domain name or seek to register the Mark or use any confusingly similar name that resembles the Marks or use the Marks in a deceptive or unlawful manner. On suspension or termination of your Membership (or where we notify you of actual or suspected breach of this paragraph) all rights you have to use the Marks cease immediately and you shall remove the Marks from all Business Materials without delay.

#### **USE OF CONTENT ABOUT YOUR BUSINESS AND PUBLIC FEEDBACK**

33. Where you upload descriptions or other content about your business on to the Site ('Business Content'), you give us a royalty-free, transferable, irrevocable and perpetual right to use, reproduce, distribute and publish such Business Content and other information relating to you posted on our Site, including your Member Details and any other data about you or your business
34. You shall post Business Content in accordance with the applicable user terms and conditions for the Site which, along with our privacy policy, you shall observe at all times when using the Site. You also permit us to use and display your given user or business name in relation to such Business Content.
35. As a condition of being a Member, you accept that we have the irrevocable right to use, copy and publish on the Site or elsewhere any Feedback provided in relation to you or your business. We will endeavour to give you a reasonable opportunity to comment before particularly negative Feedback is published on the Site (as 'negative' is determined in our view) and your comments, where you decide to provide them, and subject to them being in a form suitable for publication, will also be included in the relevant place on the Site. You shall ensure that any comments in response to Feedback are provided by a person who was personally engaged in the delivery of the trade or service to which the Feedback relates and that the details provided by you in response are accurate; delivered in a professional and reasonable manner; and are not misleading, abusive or illegal.
36. You acknowledge that in some cases, where we have reason to suspect that a new Member is effectively under the same management or control as a previous Member ('Previously Known Member')

and has merely been reconstituted as a new entity or has adopted a new trading name to disguise that fact, in order to maintain the integrity of our Checkatrade Network we may in relation to that new Member reproduce or link back to Feedback relating to that Previously Known Member and/or a publish a notice on our Site and/or (if applicable) Directory to publicise the connection.

37. We operate a notice and takedown procedure, a copy of which is available in our Members' Area ('Notice Procedure'). This Notice Procedure allows you as a Member to signal your objection to Feedback posted about you or your business on the Site. You shall use all reasonable steps to take up any issue you have with Feedback in the first instance under this Notice Procedure and accept that we may not respond to issues that you raise where you have failed to follow this Notice Procedure or other published channels we have provided to Members for dealing with complaints.

#### **PLEASE READ THESE MEMBERSHIP WARRANTIES AND ACKNOWLEDGEMENTS**

38. As a Member, you represent, undertake and warrant to us that at all times:

- a) you have legal authority and capacity to provide the products or services you are listed for on our Membership Database (and are not aware of any legal ruling, prohibition or order that could impact on your ability to do so);
- b) you will provide your goods or services to Checkatrade Customers lawfully at all times and not infringe (or permit your officers, employees or contractors to infringe) any laws, regulations, industry codes of conduct, regulatory guidance, any regulatory decisions or court orders;
- c) you will not act in any way which in our reasonable opinion is likely to have an adverse impact on the operation of the Membership Database, Site or any Directory, Checkatrade Customers or the public in general;
- d) you will take full responsibility for you (and your officers, employees, contractors or agents) performing services to Checkatrade Customers under a written contract;
- e) where applicable, you unconditionally agree to use such contract terms for provision of goods or services that one of our Trading Standards Partners may require you to use from time to time;
- f) you (and your employees, contractors or agents) will perform all services to Checkatrade Customers lawfully and in accordance with 'good industry practice' meaning such professional standards of skill, care, timeliness and diligence that a competent tradesman with your professed expertise would be expected to perform;
- g) you will at all times maintain such (i) employers' liability insurance as required by law and (ii) appropriate professional indemnity and public liability insurance that is sufficient to cover potential liability arising to Checkatrade Customers or members of the public from your provision of services and shall provide evidence to us of such insurance as part of your application or immediately upon our written request (and we reserve the right to immediately suspend the Membership of any Member who, in its sole discretion, does not satisfy this requirement);
- h) you shall ensure that your employees and contractors are suitably fit and qualified to perform professional services to Checkatrade Customers in a manner consistent with your obligations under these Terms; and
- i) if, at any time, we decide it is necessary to initiate an investigation into you or the conduct or background of any of your owners, officers, employees or contractors in order to maintain the integrity of the Checkatrade Network, you agree to obtain (without delay) up to date criminal background checks or such relevant information as we may reasonably request to assist such investigation.
- j) you and any agents or contractors you engage to supply goods or perform professional services to Checkatrade Customers: (i) comply with all applicable anti-slavery and human trafficking laws,

statutes, regulations and codes of practice from time to time in force, including the Modern Slavery Act 2015; and (ii) have not been convicted of any offence involving slavery and human trafficking (and are not knowingly subject to any claim, investigation or proceedings alleging commission of such an offence). You also agree that from time to time you may be required by Checkatrade to provide further information or take such steps as may be reasonably required by us to verify or confirm the forgoing.

39. You accept and acknowledge that:

- a) we have no control over comments or Feedback posted or uploaded to the Site which you disagree with and we cannot remove those comments or Feedback, except where we determine there is a genuine technical or legal basis for doing so;
- b) we cannot 100% guarantee that you will enjoy any increased business as a result of becoming a Member;
- c) the oversight of your business; safeguarding of its reputation; your professional conduct; your provision of goods or services; and management of your customer relationships remains solely your own responsibility and you agree to promptly respond (in a professional manner) to any customer complaints or issues that we notify you of from time to time;
- d) we cannot guarantee that all of our Site or Membership Services will be available on a continuous basis (and there may be interruptions in online services due to maintenance or other events beyond our control); and
- e) on occasion, we may add to, remove or update the Membership Database, Site or any Directory (or the design, contents or presentation of each) as we deem appropriate, without any liability to you as to when or how we do this.

40. You accept and acknowledge that in the event of a dispute between you and a Checkatrade Customer arising from an agreement or arrangement between you (a 'Customer Dispute'):

- a) you shall use all reasonable endeavours to resolve the Customer Dispute within 14 days of the Checkatrade Customer giving you notice of their complaint, regardless of whether or not the Checkatrade Customer reports the complaint to us directly;
- b) if the Customer Dispute cannot be resolved between you and the Checkatrade Customer within 14 days, the Checkatrade Customer shall have the option to participate in the Kent County Council ADR Scheme (the 'ADR Scheme') provided that the Customer Dispute has not been referred to the courts or any other alternative dispute resolution service;
- c) you shall advise the Checkatrade Customer that the option is open to them to participate in the ADR Scheme and refer them to us or, if the Checkatrade Customer contacts us directly, we shall inform the Checkatrade Customer that the option is open to them to participate in the ADR Scheme, and in either case we shall then provide the Checkatrade Customer with the necessary instructions to initiate an ADR Scheme procedure (an 'ADR Procedure');
- d) the ADR Scheme cannot be used to settle a Customer Dispute unless the Checkatrade Customer decides to initiate an ADR Procedure;
- e) if the Checkatrade Customer decides to initiate an ADR Procedure as a condition of Membership you accept that you must also participate and abide by the ADR Scheme procedures (which can be found [here](#) but which may be updated from time to time) and the final decision, which shall be binding on you to the maximum extent permitted by law, including any decision as to payments to be made to the Checkatrade Customer;
- f) you acknowledge that a copy of the final decision shall be provided to Checkatrade by Kent County Council;

- g) you shall have no right to appeal an ADR Scheme decision (to the maximum extent legally permitted); and
  - h) we reserve the right to charge you any fee paid or payable to Kent County Council by us in respect of an ADR Procedure in the event a decision is made against you, such fees to be payable in accordance with paragraph 26 above.
41. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE EXCLUDE LIABILITY (ON OUR OWN BEHALF AND ON BEHALF OF OUR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR REPRESENTATIVES) FOR ANY (I) INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES; OR (II) ANY LOST REVENUE OR ANTICIPATED SAVINGS, CONTRACTS, LOST DATA, REPUTATION OR ECONOMIC LOSS HOWSOEVER ARISING (AND WHETHER DIRECT OR INDIRECT) FROM YOUR BEING A MEMBER OR USING MEMBERSHIP SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME. IN PARTICULAR, WE SHALL NOT BE LIABLE TO YOU OR YOUR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS OR REPRESENTATIVES FOR ANY ECONOMIC DAMAGE OR LOSS (WHETHER DIRECT OR INDIRECT INCLUDING LOSS OF REVENUE OR ANTICIPATED PROFITS; LOSS OF ANY FUTURE BUSINESS OR OPPORTUNITIES; DAMAGE TO GOODWILL OR REPUTATION AND ANY OTHER COSTS OR EXPENSES) SUFFERED OR ALLEGED TO HAVE BEEN SUFFERED AS A RESULT OF (A) THE PUBLICATION OF ANY FEEDBACK OR OTHER POSTING PUBLISHED ON THE SITE OR ELSEWHERE BY A CHECKATRADE CUSTOMER OR SITE USER; (B) ANY OTHER EVENT OR CIRCUMSTANCE BEYOND OUR REASONABLE CONTROL, INCLUDING ANY DELAY, ERROR OR OMISSION COMMITTED BY ROYAL MAIL OR ANY OTHER REPUTABLE DELIVERY COMPANY WHO WE ENGAGE TO DELIVER DIRECTORIES ON OUR BEHALF.**
42. **EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES, TERMS OR CONDITIONS IN RELATION TO OUR MEMBERSHIP DATABASE, SITE, DIRECTORY OR ANY MEMBERSHIP SERVICES WE PROVIDE (WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE), INCLUDING REPRESENTATIONS, WARRANTIES, CONDITIONS OR TERMS RELATING TO AVAILABILITY, QUALITY OR FITNESS FOR PARTICULAR PURPOSE OR RESULTS ACHIEVED FROM YOUR BEING A MEMBER OR USING MEMBERSHIP SERVICES.**
43. **THESE TERMS OF USE WILL NOT EXCLUDE OR LIMIT LIABILITY FOR FRAUD OR MANDATORY RIGHTS YOU HAVE UNDER APPLICABLE LAW TO THE EXTENT THEY CANNOT BE EXCLUDED OR LIMITED BY CONTRACT.**

#### **CAN MEMBERSHIPS BE SUSPENDED?**

44. Without prejudice to our other rights or remedies, we reserve the right either to (a) suspend your Membership, or (b) place your Membership on probation (as defined below) in the event that:
- a) you are involved in any legal dispute or action with us, a Checkatrade Customer or other third party which in our view could damage our reputation or impact on our operations. Upon resolution of such legal dispute we reserve the right (but are not obliged) to re-instate your Membership or we may decide (acting reasonably) to terminate your Membership upon written notice;
  - b) you have failed to provide information we have requested (such as a criminal background check) or we have reason to suspect that you have failed to observe or comply with any of these Terms or Membership Rules that requires further review or legal advice;
  - c) we receive complaints or other allegations about your conduct (or that of your directors, officers, employees or contractors) that require us to investigate whether your continued listing as a Member brings or is likely to bring us into disrepute or damage our goodwill; or
  - d) you fail to pay any Fees or other sums when due in accordance with these Terms.



45. If your Membership is 'suspended', we will notify you of the same (and the initial period of such suspension) and your Member Details shall be removed from the Database and, if a new edition of the Directory is due to be printed during the suspension, your Member Details will not be included in such edition of the Directory.
46. If your Membership is put 'on probation' this means you will remain listed in the Membership Database but shall not be listed in any new edition of the Directory printed following the commencement of the probationary period until you have been notified by us that the probationary period has ended.
47. At the end of the initial suspension or probation period we may in our sole discretion and on written notice: extend the suspension or probation for a further period pending completion of our investigations or to allow resolution of the issue; reinstate your Membership; or otherwise terminate your Membership in accordance with these Terms.

#### **ENDING OR TERMINATING MEMBERSHIP**

48. Your Membership may be terminated immediately on us giving written notice where:
- a) you have committed a breach of any of these Terms or Membership Rules that cannot be remedied or where you have committed such a breach that can be remedied but you fail to do this within 14 days of us notifying you of such breach;
  - b) you behave in a manner that is unacceptable towards any employee of Checktrade or use language that is considered abusive, offensive, insulting, derogatory or disrespectful;
  - c) you are a business or company and you go into liquidation or administration, have a receiver appointed or suffer any analogous action in consequence of a debt;
  - d) you are a person, you are made bankrupt;
  - e) you cease to carry on the business or trade for which you are listed on our Membership Database (or threaten to do so);
  - f) we discover that any information provided you is false or incorrect or you have withheld material information that is relevant to your Membership;
  - g) you infringe the Checktrade IP or do anything that (in our view) brings, or is likely to bring the Company's reputation into disrepute or damages, or is likely to damage, our goodwill (including any complaints or other allegations about your conduct or that of your directors, officers, employees or contractors);
  - h) you fail to pay any Fees or other sums when due in accordance with these Terms; or
  - i) for any reason, we consider it appropriate to terminate your Membership to safeguard our reputation such as the following:
    - i) material changes to the ownership or composition of your trade, business, company or personnel that are of such fundamental effect that (in our reasonable view) it is appropriate to terminate your Membership and request that you apply as a new Member; or
    - ii) where we suspect you have attempted to mislead or deceive us or the public by: rebranding or reconstituting your business under a new name, or the posting of false information, or the taking of other steps to artificially improve or manipulate your Feedback or ratings on the Site.
49. We can without notice, terminate your Membership if information is received from any of our Trading Standard Partners or the Police that indicates you are in breach of these Terms or that you have acted (or are acting) in a manner which damages our goodwill or is likely to bring the Company's reputation into disrepute (although we may not be able to share such information with you due to confidentiality obligations or other legal restrictions).

50. We can without notice, terminate your Membership if you fail to participate in an ADR Procedure, fail to abide by an ADR Scheme decision, or an ADR Scheme decision indicates you have acted in breach of these Terms or that you have acted in a manner which damages our goodwill or is likely to bring the Company's reputation into disrepute.
51. You may terminate your Membership 'for cause' on giving us written notice, where (a) we have committed a breach of any of these Terms that cannot be remedied or where we have committed such a breach that can be remedied but fail to do this within 14 days of you notifying us of such a breach; or (b) where we provide you with notice of a modification or update to these Terms or variation to the Fees that you do not accept, provided you terminate your Membership prior to the date of such modification, update or variation coming into effect.
52. Termination of any right you have as a Member to advertise in the Directory may be made by you in writing, provided that this is received by us at least 60 days prior to the date we inform you that the next relevant edition of the Directory shall commence production and delivery.

#### **WHAT HAPPENS AFTER TERMINATION?**

53. Termination of your Membership shall be without prejudice to the rights of either party, which accrued prior to the date of such termination including any outstanding payment obligations.
54. If your Membership is terminated for whatever reason, you shall not be entitled to a refund of your Membership Fee or any part of it.
55. When your Membership terminates:
  - a) Your listing in our live Membership Database, Site or Directory will be removed by us at the next available opportunity although you accept we may keep your Membership Details for a reasonable period to allow us to deal with any customer complaints, issues or investigations relating to your time as a Member or for legal or regulatory purposes.
  - b) Your right to use the Marks or Feedback shall cease immediately and you must remove the Marks, Feedback and any reference to your Membership from all your Business Materials without delay; and
  - c) you must not do or say anything from that date to give the impression that you continue to be a Member or are in some way associated with or endorsed by us.

#### **GENERAL**

56. You confirm that you are not agreeing to these Terms in reliance of any representation made by us other than those which are expressly set out here in writing. All descriptions and other information in our advertising and publicity material are illustrations only and do not form part of these Terms. These Terms constitutes the entire agreement between us and you and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between ourselves relating to your Membership or Membership Services, whether written or oral.
57. Should any part of these Terms be declared invalid or unenforceable by a court of competent jurisdiction, this shall not affect the validity of any remaining portion which (if legally permitted) shall remain in full force and effect.
58. We may assign any of our rights and transfer, delegate or subcontract any of our obligations under these Terms.
59. In these Terms the use of the words 'includes', 'including' or 'in particular' shall be treated as illustrative only and are not intended to limit or restrict the general meaning of the preceding words or phrases.

60. These Terms are subject to English law. To the maximum extent legally permitted, you agree that any dispute relating to the Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales and any proceedings relating to a dispute shall be in the English language.
61. Any notice to be given in writing under these Terms must be sent to us by registered mail or by hand (or by fax or email, provided that it is confirmed by written evidence of receipt) to our registered address (as detailed above) or to you at the most recent address provided to us for inclusion on our Membership Database.
62. You shall attempt to resolve any disputes you have with us amicably and use reasonable endeavours to avoid the need for court proceedings, following the procedure below:
- a) You will provide a written notice to us of any dispute you have in relation to your Membership, setting out its nature and particulars (which will be genuine and served in good faith) ('Dispute') and the following Dispute Resolution Procedure will be followed:
    - i) On you providing us with this notice of Dispute, our customer services team and you will attempt to resolve the Dispute through discussion and reasonable co-operation;
    - ii) In the event that such Dispute is then still not resolved within 30 days of such Dispute notice it will be referred to a senior officer of each party;
    - iii) If the Dispute is still not resolved within a further 30 days following referral to a senior officer, either party may exercise other legal rights or remedies available to it in accordance with these Terms.
  - b) The commencement of the above Dispute Resolution Procedure will not prevent us, if we deem it reasonably necessary, from taking action to protect our business or reputation in the meantime, including exercising any rights of suspension, probation or termination of your Membership as described in these Terms nor will it restrict us from taking court action (including seeking injunctive relief) or seeking other legal remedies we believe necessary to safeguard our Checkatrade IP, Marks and/or goodwill.
63. Checkatrade reserves the right from time to time to market promotional discounts and offers to potential Members. In such cases these Terms for such may be varied on those specific cases but shall not affect existing Members