

# Membership Application Form



## 1. Organisation Information

Organisation name:

Address:

70 Chancellors Road  
London W6 9RS  
United Kingdom

**T** +44 (0)20 8741 1231  
**F** +44 (0)20 8741 4555  
**E** mail@britsafe.org  
**www.britsafe.org**

Org telephone:

Type of Business/SIC Code: P

Organisation size (number of employees):

Contact name:

Job title:

Email address:

Fax number:

Name	Contact number and email address
Director responsible for Health & Safety:	
Safety Manager:	
Environmental Contact:	

## 2. Membership Rates (British Safety Council Only)

Product name:	Quantity	Price
1 Year International Membership Subscription (1 to 5 Sites)	1.00	£510.00
1 Year International Subscription Module - Information (1 to 5 Sites)	1.00	£0.00
1 Year International Subscription Module - Tools (1 to 5 Sites)	1.00	£0.00
<b>Total payable</b>		<b>£510.00</b>

## 3. Payment Details

a. Card type:	b. Credit Card Number:																			
CV2 Code (3/4 digits on reverse of card)		Issue Number		Start Date		Expiry Date														
b. Cheque Enclosed <input type="checkbox"/>	c. Invoice <input type="checkbox"/>		Purchase Order Number:																	
(payable to British Safety Council)	(will be sent to below address unless otherwise specified)																			

Billing address:

Finance department contact:

Email address:

## 4. Authorisation

Authorised By: (Print name in capitals)

Signature: (I have read & accept the Terms and Conditions for Membership)

Please return to: liam.porter@britsafe.org or by fax: +44 (0)844 583 4731

For office use only:

Account Manager Steve Rowe

Opportunity Number O-0666946





### **Parties**

1. This agreement for Membership of the British Safety Council is subject to the Terms and Conditions set out in this document and is between British Safety Council of 70 Chancellors Road, London, W6 9RS (Company No. 04618713) ("BSC") and you (the "Member")

### **Definitions**

2. In this Agreement the following definitions shall apply:

- "Fees" mean the fee for the Membership Period, as set by BSC from time to time, together with VAT thereon at the prevailing rate,
- "Membership" means corporate membership of the British Safety Council.
- "Membership Period" means each 1, 2 or 3 year period, as stated in the membership application, commencing on the date Membership is granted by BSC to Member and each anniversary thereof during the term of this Agreement.
- "Sites" mean a physical location from which the Member carries on its activities.

### **Application to become a member**

3. Each Membership may only be granted in respect of one or more named Sites. Locations not named in the application will not be included within the scope of the Membership and the Member may not make use of the Member benefits, including without limitation the member logo, in respect of those locations.

4. BSC reserves the right, at its sole discretion, to refuse any application for Membership.

### **Payment and Terms**

5. In consideration of being granted Membership the Member agrees to pay the Fees in the manner and as set out in this clause.

5.1. BSC shall, prior to the start of each Membership Period, submit to Member an invoice for the Fees in respect of that period.

5.2. Member shall pay any invoice submitted by BSC under this clause within 3 days of the invoice date. Credit or debit card and direct debit payments can also be made.

6. Subject to acceptance of Member's application and receipt of the Fees in full, BSC shall grant Member Membership for the relevant Membership Period, commencing on the date payment is received by BSC. Thereafter BSC may invite Member to renew their Membership on a rolling basis, in which case a renewal notice will be sent to Member prior to the start of each Membership Period. Payment for a renewal must be received in full by the expiry date to ensure uninterrupted service provision. In the case of late payments, the renewed Period will commence on the day after the expiry date of the original Membership Period.

### **Membership**

7. Once Membership has been granted Member will receive a certificate of Membership and have access to the benefits of Membership.

8. Access to and use of Safety Network is subject to the Terms and Conditions – Safety Network.

9. Member shall not do anything which will bring or is likely to bring the reputation of the BSC into disrepute.

10. Member shall notify BSC in writing of any change of their name, address, telephone, fax number, e-mail address or contact name.

### **Termination**

11. This Agreement shall automatically terminate if Member :

11.1. Fails to pay Fees within 30 days prior to the commencement of any Membership Period; or

11.2. Has a receiver, administrator or administrative receiver or liquidator appointed to it or becomes subject to an administration order; or enters into any voluntary arrangement or composition with its creditors; or ceases or threatens to cease to carry on business; or if any analogous situation to any of the above occurs in relation to it under the law of any jurisdiction.

12. This Agreement may be terminated by notice with immediate effect by BSC, without liability to Member, if:

12.1. BSC considers that any act of Member brings, or is likely to bring, the reputation of BSC into disrepute and/or;

12.2. Member is in material breach of this Agreement and fails to remedy such breach (if the same is capable of remedy) within thirty (30) days of being required by written notice to do so.

13. In the event of termination of this Agreement for whatever reason:

13.1. Membership of BSC shall cease with immediate effect;

13.2. BSC shall not be liable to pay in whole or in part any Fee already paid, nor shall Member be entitled to damages in respect of any loss or damage caused by termination; and

13.3. Member shall immediately cease to make use of and display the members' logo, at its expense.

14. BSC reserves the right to publish or disclose to third parties, the names of any organisations stating or implying they are members or displaying or using the members' logo where they are no longer fully paid members, or the Membership has been terminated as a result of a breach of the terms and conditions.

### **Data Protection**

15. BSC shall keep all personal data confidential in accordance with the Data Protection Act 1998 and will not pass such data on to third parties for commercial use without the Member's prior consent.

### **Use of BSC Insignia, Member's Logo and Copyrighted Material**

16. Member shall not be entitled to:

16.1. To use any trade mark, insignia or logo owned or associated with BSC (except for the members' logo in accordance with terms and conditions as laid out below); and

- 16.2. To copy and issue to members of the public any copyright material including pamphlets, brochures, handouts, posters and films produced by or on behalf of BSC.
17. Members are provided with a specific members' logo for use on their websites and printed material to demonstrate their commitment to working towards health, safety and environmental best practice. Samples of all items featuring BSC's name and/or logo must be submitted to BSC for approval prior to publication. Please contact +44 (0) 20 8741 1231 for details.
18. Member acknowledges that BSC does not in any way endorse Member or Member's products or services. Member shall not at any time expressly or by implication claim that BSC has or will endorse Member or Member's products or services.
19. BSC may withdraw from Member permission to use the members' logo:
- 19.1. At any time with immediate effect upon written notice to the Member if Member is in breach of this Agreement and fails to remedy such breach (if the same is capable of remedy) within seven (7) days of being required by written notice to do so.
- 19.2. At any time upon giving not less than one (1) month's prior written notice to Member.
20. In the event that permission to use the members' logo is withdrawn Member shall immediately cease to make use of and cease to display the member logo and see to it that any stocks of materials bearing BSC's name and logo shall be withdrawn from distribution and destroyed at Member's sole expense. By agreeing to these terms and conditions Member acknowledges that this is reasonable in order to safeguard the rights of BSC.
21. Member shall only use the member logo in connection with the Member's business premises. Where the logo is used on a corporate website, care should be taken to identify only Member's sites with the members' logo.
22. BSC's name and logo may be used only in accordance with BSC's style sheet (provided with the logo)
23. The logo should appear exactly as in the approved code or images provided by BSC. No alterations are permissible.
24. The electronic logo should be hyperlinked to [www.britsafe.org](http://www.britsafe.org) and failure to fulfill this requirement may result in withdrawal of permission to use the logo.

#### **Free e-learning places for the British Safety Council Introductory Course in Health and Safety offer**

25. Member will receive 100 free places for the British Safety Council Introductory e-course during each Year. BSC shall issue Member with a voucher code with which to access the e-courses. Access to the e-course is only permitted through the Member's account area of BSC's website. Voucher codes are non-transferrable and non-refundable and have no cash value. The voucher code must be used only once to claim the full amount of 100 free e-courses and will be considered fully redeemed at that point. The voucher cannot be used against any other BSC e-courses. E-course not used during the relevant Year cannot be carried forward to subsequent years. Once a learner is registered on the course, this is deemed to be 'used'. Courses used up as an administrative error by Member cannot be recredited or transferred to another learner. This offer is subject to availability and BSC reserves the right to change or withdraw this free Membership offer at any time regardless of the number of courses taken up. Courses cannot be re-sold or used for any direct commercial gain by Member.
26. BSC reserves the right to change these Terms and Conditions and the benefits of Membership at any time. All Membership benefits are non-transferable and exclusively for use by Member.

#### **Law and jurisdiction**

27. This agreement will be governed by English Law. The English courts will have exclusive jurisdiction over any disputes arising under this Agreement.

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## TERMS AND CONDITIONS – SAFETY NETWORK

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In order to access most of the features of this Web site you must register with us. On completing the registration request and being allowed access to the Web site ("the Site"), you enter into the Online User Agreement on the Terms and Conditions set out below. Please note that either party can terminate the Agreement at any time.

### 1. Parties

This Agreement for the provision of the Service is subject to the Terms and Conditions set out in this document and is between British Safety Council of 70 Chancellors Road, London, W6 9RS (Company No. 04618713) ("BSC") and you ("the Customer").

### 2. Service

2.1. In this Agreement the "Service" means an internet based means of accessing the information and features known as "Safety Network".

2.2. These Terms and Conditions shall also apply to Customer during any trial period.

### 3. Licence

BSC hereby grants to the Customer a non-exclusive non-transferable licence to access and use the Service subject to these Terms and Conditions.

### 4. Amendments to the Service

BSC reserves change particular programmes, information and facilities which comprise the Service.

### 5. Changes to this agreement

BSC reserves the right to add to or change the terms of this Agreement at any time. It is the Customer's responsibility to check the terms on accessing this site.

### 6. Duration

This Agreement may be terminated by notice with immediate effect by BSC.

### 7. Permitted Acts

*Permitted Acts - use*

7.1. In this clause 7:

"Data" means any information available on the Service;

"Extract" means insubstantial extracts from the Data; and

"Work Product" means the Customer's own documents, memoranda, advices, briefs and other materials whether in print or in electronic form created by Customer in the regular course of the Customer's principal business.

7.2. Customer may:

a) view Data (or parts thereof) on screen;

b) print Data (or parts thereof);

c) copy and supply an Extract (whether in hardcopy or electronically) to anyone within the same organisation; and

d) reproduce an Extract in Work Product and supply in accordance with (c) above.

*Permitted Acts storage*

7.3. Customer may store (whether in hardcopy or electronically or both) Extracts (which may be incorporated in any Work Product) provided such stored material shall not be stored or used in any form of database whether current or archival the main purpose of which is for the storing and/or providing access to know-how.

*Limitations*

7.4. Except as expressly permitted by this agreement or as made available to the Customer as part of the functionality of the Service, Customer may not In respect of the Data (or any part thereof) or Extracts ("Material"):

a) copy, download, store, publish, transmit, transfer, sell or otherwise use the Material in any form or by any means;

b) re-use, assume, decompile, reverse engineer, disassemble, attempt to discern the source code or interfere in any way with the Material;

c) modify or make any alterations, additions or amendments to the Material;

d) combine the whole or any part of the Material with any other software, data or material;

e) create derivative works from the whole or any part of the Material; or

f) sell, licence or distribute the Material to third parties or use the Material as a component of or as a basis for any material offered for sale, licence or distribution.

7.5. Customer shall use its reasonable endeavours to keep any Material stored (as permitted under this agreement) secure and to prevent any third party duplicating or otherwise reproducing the same in whole or in part.

7.6. Customer shall, on notice from the BSC or the copyright holder, immediately erase, delete and destroy all Material in its possession or control.

### 8. Copyright

The Customer acknowledges that the copyright, trademarks, and all other intellectual property rights subsisting or used in connection with the Service are the property of WOLTERS KLUWER (UK) LIMITED trading as CRONER whose registered office is at 145 London Road, Kingston Upon Thames, Surrey KT2 6BR ("CRONER") (or its licensees) or the BSC apart from existing Customer copyrights and trademarks. BSC warrants that it has all necessary rights to permit the Customer to use the Service as set out in this agreement.

### 9. User name and password

BSC shall provide the Customer with the relevant user names and passwords to the Service. The Customer must not disclose and must procure that the users do not disclose these user names and passwords to any third party.

### 10. Warranty & Liability

*Warranties*

10.1. The Service is provided, subject to clause 8 only "AS IS" without warranty of any kind, express or implied, including but not limited to warranties of performance, availability, merchantability, fitness for a particular purpose, accuracy, omissions, completeness, currency, timeliness, delays.

*Liability*

10.2. BSC and CRONER shall not be liable to the Customer in contract, tort, delict or otherwise for any direct loss or any consequential loss including loss of revenue business, anticipated savings or profits, loss of goodwill or data howsoever arising suffered by Customer in connection with the Service (whether or not caused by the negligence of BSC or CRONER).

10.3. Further BSC and CRONER shall have no liability whatsoever for any liability of Customer to any third party which might arise in connection with the Customer's use of the Service.

10.4. None of the terms of this agreement shall operate to:

- a) exclude or restrict liability for fraud or for death or personal injury resulting from the negligence of BSC and CRONER; or
- b) affect statutory rights where this agreement is entered into as a consumer transaction (as defined by the Consumer Transaction (Restriction on Statements) Order 1976 as amended).

*Disclaimer*

10.5. Certain elements of the Service may contain material submitted by third parties or links to third party websites. BSC and CRONER accept no responsibility for the content or accuracy of such material or websites. It is a condition of use that all users accept full responsibility for the content they submit to the site.

10.6. Where material can be posted to the Service it is a condition of use of the Service that the user accepts full responsibility for the content they submit. User warrants that they will not post material that is obscene, indecent, objectionable, libellous, in breach of the Official Secrets Act or is racially prejudicial and further that publication of such content will not expose BSC and CRONER to any civil or criminal proceedings. Without limiting the foregoing, BSC and CRONER shall have the right to remove any material from the Service that violates these terms and conditions, or it deems (in its sole discretion) to be otherwise objectionable.

10.7. The information provided to Customer by or in relation to the Service (including but not limited to Email Alerts, Helplines, Newsletters) ("Information") constitutes general information about English law. Customer should neither act nor refrain from action, on the basis of such Information. Nothing in the Service or the Information constitutes legal advice. Customers should always consult a suitably qualified lawyer on any specific legal problem. BSC and CRONER disclaims all responsibility for all consequences of Customer acting on, or refraining from acting in reliance on the Information.

10.8. The opinions expressed in this Service are those of the individual authors and contributors and not necessarily those of BSC and CRONER.

**11. Entire Agreement**

11.1. This Agreement supersedes any arrangements or agreements made between the parties prior to the signing of this agreement and constitutes the entire understanding between the parties hereto.

11.2. If there is any ambiguity or conflict between this agreement and the terms of any other agreement to which the supply of the Service to the Customer is expressed to be subject, then the terms of this agreement shall prevail, but only to the extent of such ambiguity or conflict.

**12. Confidentiality and data protection**

12.1. Customer's data stored using the Service "save" functionality will be kept confidential and only used for the performance of this agreement.

12.2. Any personal data collected by BSC and CRONER in the performance of this agreement will be kept confidential and used only for the purposes of performing this agreement and BSC and CRONER will process any such personal data in accordance with the provisions of the Data Protection Act 1998.

12.3. BSC and CRONER has in place appropriate technological and organisational measures to protect against unauthorised or unlawful processing, and accidental loss, destruction or damage to Customers personal data.

**13. Law and jurisdiction**

13.1. This agreement will be governed by English Law. The English courts will have exclusive jurisdiction over any disputes arising under this agreement.