

CORGI Membership

Terms and Conditions of Membership



INDEX

| | | |
|-----|--|----|
| 1. | Introduction | 3 |
| 2. | Definitions | 3 |
| 3. | Membership Requirements | 4 |
| 4. | Code of Conduct | 5 |
| 5. | CORGI Trade Marks | 5 |
| 6. | Fees and Payments | 6 |
| 7. | Membership Identification | 6 |
| 8. | Complaints | 7 |
| 9. | Alternative Dispute Resolution | 9 |
| 10. | Termination | 9 |
| 11. | Liability | 10 |
| 12. | Find an Installer/Rate and Installer | 10 |
| 13. | Data protection | 11 |
| 14. | Benefits | 11 |
| 15. | CORGI Panel | 11 |
| 16. | Miscellaneous | 11 |

CORGI Membership

Terms and Conditions of Membership

1. Introduction

- 1.1 CORGI Membership consists of competent tradespeople with a focus on the provision of quality service and workmanship.
- 1.2 To join CORGI Membership You must submit an Application. Upon acceptance by CORGI of Your Application, the following terms and conditions become part of Your Membership Agreement with CORGI.

2. Definitions

Application: an application for CORGI Membership

Code of Conduct: the CORGI code of conduct as in place and amended from time to time which can be found on the Website.

Competency-Based Body: a professional body of which membership is required in order to carry out a particular trade, further information about which can be found on the Website.

CORGI: CORGI Services Limited (CSL).

CORGI Member: a person or business that is a member of CORGI Membership.

CORGI Membership Fees: the fees payable each year for CORGI Membership as per the Fees Schedule.

CORGI Member Responsible Person: where the CORGI Member is a business, the person nominated by it to receive communications from CORGI in accordance with Section 3.1.4 below.

CORGI Trade Marks: The CORGI orange shield (as shown below) the Registered Trade Mark “CORGI”, and all unregistered rights in the Trade Mark “CSL”.



CORGI

CORGI Trade Mark Use Policy: the CORGI trade mark use policy as in place and amended from time to time which can be found on the Website.

Fees Schedule: the schedule of fees in place and amended from time to time which can be found on the Website.

Membership Agreement: has the meaning set out in section 16.2 below.

Relevant Employee: an employee of a business holding CORGI Membership who works as a tradesperson providing trade services to customers.

Remedy Notice: a notice issued by CORGI to a CORGI Member requiring a breach of the Code of Conduct or any other terms of the Membership Agreement to be remedied.

Renewal: renewal of Your CORGI Membership.

Website: www.trustcorgi.com

You: the person or business applying for CORGI Membership

3. Membership Requirements

3.1 On Application and Renewal You must meet the following membership requirements:-

3.1.1 CORGI Members must be registered with any legally required Competency-Based Body and supply appropriate supporting evidence of such registration when submitting an Application or Renewal. CORGI may seek confirmation with such Competency-Based Body that Your registration is current and may reject Your Application or Renewal if it is not. If You cease to be a member of any legally required Competency-Based Body whilst Your CORGI Membership is in place, You must inform CORGI immediately as this may lead to termination of Your Membership Agreement (see section 10 below).

3.1.2 On Application and Renewal You are required to supply three current references from Your customers **within 20 working days**, which CORGI may verify. CORGI reserves the right to reject Your Application or Renewal if it considers in its absolute discretion that such references are unsatisfactory.

3.1.3 You must hold public liability insurance providing at least £2 million of cover. If Your insurance is not provided by CORGI Insurance Services, You must provide details of the relevant insurance policy with Your Application or Renewal **within 20 working days**. CORGI may verify Your cover with Your insurance provider and may in its absolute discretion reject Your Application or Renewal if this requirement is not met. If Your insurance cover lapses whilst Your CORGI Membership is

in place, You must inform CORGI immediately as this may lead to termination of Your Membership Agreement (see section 10 below).

3.1.4 If You are a business You must nominate an individual within Your organisation to be the CORGI Member Responsible Person and notify CORGI of such person's contact details when making Your Application or Renewal.

3.1.5 Should You fail to supply references or details of a relevant insurance policy within the timescales mentioned, CORGI may in its absolute discretion reject Your Application or Renewal and refund 50% of any lump sum fee received.

3.2 CORGI may in its absolute discretion and without giving reasons reject any Application or Renewal.

4. Code of Conduct

4.1 By joining CORGI Membership, You agree to adhere to the Code of Conduct which can be found on the Website. Failure to do so may result in Your CORGI Membership being suspended and/or terminated (see section 10 below).

5. Use of CORGI Trade Marks

5.1 As a CORGI Member You are granted a non-exclusive licence to use the CORGI Trade Marks in connection with Your trade. The grant of this licence is subject to Your compliance with the CORGI Trade Mark Use Policy.

5.2 On termination or expiry of Your CORGI Membership, You must immediately cease the use of all CORGI Trade Marks and remove the same from Your documentation, publicity materials, vehicle livery and all other signage.

5.3 If CORGI notifies You that You are using a CORGI Trade Mark in breach of the CORGI Trade Mark Use Policy, You must immediately stop using it in the manner specified. Failure to adhere to or remedy a breach of the CORGI Trade Mark Use Policy may result in termination of Your CORGI Membership and/or legal action (see section 10 below).

5.4 The words or phrases "CORGI", "CSL" or "CORGI Member" may not be used as or as part of Your company name, domain name or email address without CORGI's prior written permission.

5.5 For the avoidance of doubt, CORGI retains its rights to protect the CORGI Trade Marks at all times, including after any termination of Your CORGI

Membership and nothing in this Membership Agreement or the CORGI Trade Mark Use Policy will prejudice these, or any related, rights.

6. Fees and Payments

6.1 CORGI Membership Fees are set out in the Fees Schedule.

6.2 CORGI Membership Fees may be paid by the various methods shown on the Website in the "Payment Methods" section.

6.3 Payment will not be taken by CORGI until it has accepted the relevant Application or Renewal. Payment will not be taken on any Direct Debit Application made in the period up to and including 31st March 2009 until 1st April 2009. The lump sum fee is payable immediately in the period up to and including 31st March 2009, but Renewals wont be until April 2010.

6.4 CORGI Membership runs for one calendar year commencing:

6.4.1 where payment is made in advance as a single lump sum, on the date on which such amount is received in full; and

6.4.2 where payment is made by monthly direct debit, on the date on which the first instalment is received in full;

on which date this Membership Agreement comes into effect ("Commencement Date"). This Membership Agreement will terminate on the anniversary of the Commencement Date unless a successful Renewal has already occurred.

6.5 CORGI Membership Fees cover up to five Relevant Employees within a business. An additional fee is payable in accordance with the Fees Schedule for each additional Relevant Employee.

6.6 Every Relevant Employee must be included in the CORGI Membership for a business to qualify for CORGI Membership. Failure to notify CORGI of additional Relevant Employees and pay any corresponding additional CORGI Membership Fees within 14 days of the commencement of their employment may lead to termination of CORGI Membership for the business (see Section 10 below).

6.7 A CORGI Member who resigns, is suspended or is removed from the Register shall not be entitled to a refund or credit in respect of any fees paid or payable to CSL.

7. Membership Identification

7.1 On becoming a CORGI Member You will be issued with signage, a Handbook and a copy of the Code of Conduct for display to customers and either You or

each of Your Relevant Employees will be issued with a Membership Card (together the "CORGI Materials"). CORGI Materials will remain the property of CORGI and must be returned immediately on termination of Your CORGI Membership.

- 7.2 All copyright and other intellectual property rights in the CORGI Materials will always remain vested in CORGI.

8. Complaints

- 8.1 Should CORGI receive a complaint about You, CORGI will consider whether You have breached the Code of Conduct or any other terms of Your Membership Agreement.

- 8.2 If CORGI determines You have breached either the Code of Conduct or any other terms of Your Membership Agreement it will take such steps as it considers appropriate, which, for the avoidance of doubt, may include termination of Your CORGI Membership and/or of Your licence to use the CORGI Trade Marks.

- 8.3 Where the complaint concerns only the Code of Conduct, CORGI will decide whether the complaint is;

8.3.1 serious and requiring urgent action, or

8.3.2 not so serious as to require urgent action, or,

8.3.3 does not require further action.

Matters that are deemed serious and requiring urgent attention

- 8.4 Should CORGI determine that the complaint requires urgent action, the matter will be referred to the person(s) designated as Membership Product Manager at CORGI ("Membership Product Manager"). The Membership Product Manager will inform You of the full details of the complaint and the steps to be taken, and will, where appropriate, also notify the complainant.

- 8.5 You (and if considered appropriate, the complainant) will be notified that You/they have 10 working days from the date of notification to supply any evidence You/they wish the Membership Product Manager to consider regarding the complaint. The Membership Product Manager will be entitled to take such other steps as he/she considers appropriate to investigate the complaint.

8.6 Having investigated the complaint the Membership Product Manager (who may consult before he/she takes a decision) will decide whether to reject the complaint or uphold the complaint in whole or in part.

8.7 If the Membership Product Manager upholds the complaint in whole in part, he may impose one or more of the following sanctions:

8.7.1 suspend the CORGI Member from CORGI Membership for a given period: and/or

8.7.2 terminate this agreement

in which case You will be notified in writing of the decision and no refund will be made in respect of any CORGI Membership Fees that have been paid in advance; and/or

8.7.3 Issue a Remedy Notice in which case:

(a) You will be notified in writing of the decision and any steps that You must take and the timescale for doing so. The decision letter will specify whether You have been found to have committed a serious or minor breach of the Code of Conduct.

(b) In respect of a serious breach, a failure to comply with the specified requirements within the time stated (or at all) will entitle CORGI to terminate Your Membership Agreement (see section 10 below).

(c) In respect of a minor breach, failure to comply with the specified requirements within the time stated or at all will itself constitute a further minor breach.

Matters that are not deemed so serious as to require urgent action

8.8 Where CORGI considers that a complaint does not warrant urgent action, the matter will be referred to a Membership Product Manager who will inform You of the full details of the complaint and the steps to be taken, and will, where appropriate, also notify the complainant.

8.9 The Membership Product Manager will then undertake such investigations and invite both You and the complainant to submit such evidence within such timescales as he/she considers appropriate.

8.10 If the Membership Product Manager upholds any complaint in whole in or in part, (whether or not the complaint was one initially considered serious and requiring urgent attention) but determines in his absolute discretion that there

has only been a minor breach of the Code of Conduct he/she may issue a Remedy Notice.

- 8.11 Any CORGI Member who CORGI finds has committed one serious breach, or three minor breaches may have his CORGI Membership terminated immediately (see section 10 below).

Where the matter does not require further action

- 8.12 Where CORGI determines that the matter is one which does not require further action, CORGI will inform You and the complainant of its decision.

9. Alternative Dispute Resolution

- 9.1 The Membership Product Manager may, at his discretion, recommend or invite You and/or the complainant to seek to resolve the complaint through informal discussion, negotiation or mediation, at such times and in such manner as the parties shall agree. An unreasonable refusal to accept the Membership Product Manager's recommendations or invitations may be considered a minor breach.

10. Termination

- 10.1 In addition to any other rights under this Membership Agreement, if You are in breach of an obligation which is capable of remedy and has not been remedied within 15 working days from the date of any Remedy Notice issued by CORGI, CORGI will have the right to terminate your Membership Agreement immediately.

- 10.2 CORGI will also have the right (in addition to any other rights which it has at law) to terminate Your Membership Agreement immediately in the event that You commit a fundamental breach of contract, or breach any term of Your Membership Agreement which is not capable of being remedied, or on the happening of any of the following events:

10.2.1 CORGI reasonably believes that You do not have adequate insurance in place;

10.2.2 You have been found guilty of a serious breach of the Code of Conduct or have failed to remedy such serious breach following receipt of a Remedy Notice from CORGI;

10.2.3 You have been found guilty of three serious breaches of the Code of Conduct;

- 10.2.4 You are guilty of any act which brings CORGI into disrepute or which in CORGI's reasonable opinion is prejudicial to its interests and/or those of other CORGI Members;
 - 10.2.5 You are not registered with a legally required Competency Based Body;
 - 10.2.6 You are unable to pay Your debts or You become insolvent;
 - 10.2.7 You are convicted of a criminal offence;
 - 10.2.8 You are in breach of the Trade Mark Use Policy;
 - 10.2.9 You have failed to notify CORGI of any additional Relevant Employees and/or to pay any additional CORGI Membership Fees;
 - 10.2.10 You have cancelled a monthly direct debit instruction prior to the next anniversary of the Commencement Date;
- 10.3 CORGI may terminate this agreement at any time by giving 3 months notice in writing.

11. Liability

- 11.1 CORGI's liability for any losses, damages, costs, fines, penalties of whatever nature whether arising directly or indirectly out of any breach by CORGI of any legal obligation or term of this Membership Agreement will be limited to the most recent annual fee paid or payable to CORGI by You.

12. Find an Installer/Rate an Installer

- 12.1 As part of CORGI Membership, You agree that CORGI may include Your name or Your business's name, postal address, email address, web address, telephone number and fax number in the "Find an Installer" section of the Website.
- 12.2 In addition You agree to undergo regular customer evaluation, the results of which may be posted in the "Rate an Installer" section of the Website.
- 12.3 All customer evaluations will be vetted by CORGI and any negative feedback will be reviewed and may be removed before being posted.
- 12.4 It is Your responsibility to inform CORGI if (and why) You consider any posting in the "Rate an Installer" section of the Website to be untrue, defamatory or in breach of confidence. CORGI does not accept any responsibility or liability for customer ratings or any other postings but will

remove defamatory comments as soon as reasonably practicable once You have put us on notice.

13. Data protection

- 13.1 Other than as provided elsewhere in this Membership Agreement the information You provide will be treated in confidence and in compliance with the Data Protection Act 1998. You have the right to apply for a copy of Your information (for which we may charge a statutory fee) and to have any inaccuracies corrected. By becoming a CORGI Member, You agree to receive updates and offers from CORGI and its selected partners. We reserve the right to inform other organisations where issues arise with CORGI Members to help prevent rogue traders operating. By submitting Your Application, You consent to CORGI using the information we hold about You for the purpose of this Membership Agreement, and to process sensitive personal data about You where this is necessary (for example processing regarding criminal convictions for the purposes of this Membership Agreement).

14. Benefits

- 14.1 The benefits of CORGI Membership in place and amended from time to time are detailed in full on the Website.
- 14.2 Access to certain benefits will be available exclusively to CORGI Members through a password protected "Members Only" area of the Website ("Members Area"). CORGI Members will be given a membership number and password which will give access to the Members' Area.

15. CORGI Panel

- 15.1 CORGI may from time to time itself tender to provide trade services to third parties. It intends to sub-contract such work to CORGI Members. If You would like to be considered for such work, You can register online in the "CORGI Panel" section of the Website which also sets out the terms on which the CORGI Panel will operate.

16. Miscellaneous

- 16.1 A person who is not a party to these terms and conditions shall not have any rights under or in connection to it.
- 16.2 These terms and conditions and the policies, guidelines and requirements (including amongst others the terms of each of the benefits available to CORGI Members and the terms of the CORGI Panel) set out on the Website

all form part of the agreement between CORGI and You (“Membership Agreement”).

- 16.3 CORGI may change these terms and conditions, the polices, guidelines, requirements and any other aspect of the Membership Agreement and the sections of the Website referred to in them from time to time. When this happens, CORGI will let You know.