

MEMBERSHIP TERMS AND CONDITIONS

INTRODUCTION

1. We are Vetted Limited, trading as '**checktrade.com**' a company incorporated in England & Wales (company number 04285394)) **with its registered office at Checktrade, Building 2000, Lakeside North Harbour, Western Road, Portsmouth, PO63EN** ('We', 'Us' or 'Our' being interpreted accordingly).

2. We operate the Checktrade network of professional providers of trades and services ('Checktrade Network') which has a corresponding website, currently located at www.checktrade.com ('Site'). We also publish and distribute hard copy directories providing information about certain Checktrade Network professionals. (each a 'Directory' or 'Directories')

WHAT ARE THESE TERMS FOR?

3. These membership terms and conditions ('Terms') comprise Our agreement with You, the trade professional 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 process may at Our discretion 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 for Membership, 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 change, update or modify these Terms. If We do this, We shall provide at least 30 days' written notice of the changed, updated or modified Terms by posting a notice on the dedicated members' area of Our Site (<https://members.checktrade.com/>) ('Members' Area') and upon expiry of such notice ('Effective Date') the changed, 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 changes, updates, modifications or other important Membership notifications.

6. If You do not wish to accept the proposed changes, updated or modified Terms referred to above, where there is any material change to these terms You shall be entitled to terminate Your Membership on giving Us written notice prior to the Effective Date on which the changed, 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 changed, 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 The Checktrade Standard 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, the Checktrade Standard or policies, You agree that these Terms shall take precedence over any other terms and conditions or the Checktrade Standard.

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. 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 process commenced. ('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 elect one of the Memberships categories as detailed at Schedule 1 to these terms and conditions.

HOW WE MAY YOUR SHARE INFORMATION

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 consent 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 parties including credit reference 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. 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.

MEMBERSHIP TERM

17. If You have contracted on an annual contract ("Initial Term") Your contract will continue for 12 months from the Commencement Date and, unless terminated in accordance with these Terms, Membership will automatically be renewed for a further 12 months ("Additional Term") and upon each anniversary thereafter (each a 'Renewal Date').

17.1. If you have taken a promotional 6-month contract your Website Membership will continue for 6 months from the Commencement Date and, unless terminated in accordance with these Terms, Membership will automatically be renewed on the Renewal Date at the end of this 6 month period for a further 12 months and upon each anniversary thereafter (each a 'Renewal Date').

17.2 We will write to You prior to Your Renewal Date with your renewal terms and conditions and details of the Membership Fee payable by You. If We do not receive payment of Your Membership Fee by Your Renewal Date We reserve the right to immediately suspend Your Membership and after suspension of your membership If We do not receive payment of Your Membership Fee within 10 days of Your suspension We reserve the right to terminate Your Membership.

17.3 If You have contracted on a Rolling Contract Your Membership will continue from the Commencement Date unless terminated in accordance with Clause 48 of these Terms or by You giving to Us no less than 30 days' notice by phone that You wish to cancel (provided always that You have paid at least 1 month's Membership Fee).

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. Following acceptance of your application by Us and payment of your membership fee You will be entered on to Our Membership database of trades and professionals ('Membership Database'). Depending on Your chosen Membership category, Your Member Details will be listed as part of Our Checktrade Network in accordance with Schedule 1.

20. Additional services such as Checkatrade Now, additional post code areas, trade categories and other options to increase Your visibility on Checkatrade.com will be offered from time to time, these additional services will be subject to separate terms and conditions.

21. As part of Membership all Members will receive unique secure telephone numbers which Checkatrade will monitor to assess the number of contacts You receive on that secure telephone number ("Secure Contacts"). You agree that these Secure Contacts will be the only contact details appearing on Your Membership Profile and no further details will be added by You.

WHAT ARE THE MEMBERSHIP FEES AND PAYMENT TERMS?

22. We will advise you of the membership fee at point of sale. Any change in price will be notified prior to renewal. We reserve the right to charge 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').

23. 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.

24. 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 agreed at the point of sale.

25. We will take Direct Debit details or Card Payment Authorisation from You at the point of sale. The Direct Debit instruction or Card Payment Authorisation must be in place and active during the application and vetting process for You to go live on Checkatrade.com. If the Direct Debit instruction is cancelled or the Card Payment Authority is revoked at any point during your membership, we reserve the right, at our discretion, to terminate Your Membership with immediate effect. For the avoidance of doubt, ceasing payment of your Membership Fee by cancelling your Direct Debit or revoking your Card Payment Authorisation does not constitute a termination by You of Your contract and You shall remain liable to pay the full Membership Fees for Your remaining membership term.

26. From time to time We may vary Our 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, 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 request payment within such period as We determine. Failure to pay may lead to the suspension of Your Membership (and any rights, privileges or benefits derived from such Membership may be withheld) until such payment is received in full. We also reserve the right to terminate your Membership for non-payment. If your membership is either suspended or terminated and you request that your membership is reactivated, We also reserve the right to request an administration fee 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. Fully comply with the Checkatrade Standard found at <https://www.checkatrade.com/checkatrade-standard> and agree to provide a detailed Search and Profile Page Description that accurately reflects Your business. You agree to provide regular reviews from your Customers for publication on Checkatrade.com. You agree to maintain payments in line with your contract terms. Failure to comply with this clause and the Checkatrade Standard, may adversely impact Your visibility in the Checkatrade search results. Maintain an up to date certificate of Professional Indemnity Insurance, Public Liability Insurance and Employers Liability Insurance, together ("Insurances") and provide Us with a copy of Your current Insurances immediately upon request and annually upon renewal of these insurances. Failure by You to do so may result in You being removed from the Checkatrade website and your secure contact telephone number in any paper directory will be diverted to Checkatrade until this is provided. We reserve the right to disclose to Consumers that we do not have current Insurance certificates for You.

31. 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 Checkatrade 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 Checkatrade 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

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) ('Checkatrade IP') belong to Us and except to the extent expressly set out in these Terms You acquire no right, title or interest in such Checkatrade 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 ('Reviews'), You may Use short extracts of these Reviews 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 Reviews which are capable of being owned constitutes Our IP. You have no rights in relation to such Reviews including after termination of this agreement howsoever arising. You may not copy, adapt, modify, distribute or publish these Reviews 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 REVIEWS

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 your full business address 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 and publish the full address details of corporate bodies such as limited liability partnerships, limited companies and Scottish partnerships on to the Site.

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 Reviews provided in relation to You or Your business. We will endeavour to give You a reasonable opportunity to comment before particularly negative Reviews are 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 Reviews are provided by a person who was personally engaged in the delivery of the trade or service to which the Review 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 Checktrade Network We may in relation to that new Member reproduce or link back to Reviews 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 Reviews posted about You or Your business on the Site. You shall use all reasonable steps to take up any issue You have with Reviews 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 Checktrade 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, Checktrade Customers or the public in general;

d) You will take full responsibility for You (and Your officers, employees, contractors or agents) performing services to Checktrade Customers under a written contract;

e) You (and Your employees, contractors or agents) will perform all services to Checktrade 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;

f) 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 Checktrade Customers or members of the public from Your provision of services and shall provide a copy to Us of such insurance as part of Your application, annually upon renewal of the insurance 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);

g) You shall ensure that Your employees and contractors are suitably fit and qualified to perform professional services to Checktrade Customers in a manner consistent with Your obligations under these Terms; and

h) 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 Checktrade 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.

i) You and any agents or contractors You engage to supply goods or perform professional services to Checktrade 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 Checktrade to provide further information or take such steps as may be reasonably required by Us to verify or confirm the foregoing.

39. You accept and acknowledge that:

- a) We have no control over comments or Reviews posted or uploaded to the Site which You disagree with and We cannot remove those comments or Reviews, except where We determine there is a genuine technical or legal basis for doing so;
- b) We do not 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 YOU 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 REVIEWS 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 require 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 Our website 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 notice as set out in clause 49 below: 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 notice where:

a) You have committed a breach of any of these Terms or Membership Rules, which for the avoidance of doubt includes the Checkatrade Standard (<https://www.checkatrade.com/checkatrade-standard>), 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 Checkatrade 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, and 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 by You is false or incorrect or You have withheld material information that is relevant to Your Membership;

g) You infringe the Checkatrade 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 Reviews or ratings on the Site.

49. We can without notice, terminate Your Membership if any information is received from Trading Standards 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:

54.A by us for whatever reason:

a) You shall not be entitled to a refund of Your Membership Fee or any part of it.

b) If You have joined on an annual Membership basis, You will need to make any remaining payments up until the end of Your current annual Membership.

c) On termination, we shall process any remaining owed payments as a lump sum from the existing payment details You provided to Us including under any existing Card Payment Authorisation or Direct Debit. Should we be unable to retrieve payment due to Us and You do not provide an alternative payment mechanism, we shall pursue this as a debt in accordance with our usual debt collection processes.

54.B by You legitimately under these Terms for whatever reason:

a) You shall be entitled to a refund of Your Membership Fee or any part of it.

b) We shall cease to take any payments from any existing Card Payment Authorisation or Direct Debit upon termination.

55. When Your Membership terminates:

a) Your listing in Our live Membership Database and website will, at Our discretion, be moved to "Previous Member" status as more particularly described in Schedule 1 to these terms and conditions. If You were subscribed to a paper directory at the time of termination, the secure contact number will be diverted to Checkatrade. Further we will retain Your full 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 Reviews shall cease immediately and You must remove the Marks, Reviews 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.

MEMBERS COMMUNITY FORUM

56. As a member You will have access to the Checktrade Community forum ("Members Community") where You will be able to learn about company announcements, ask questions about Checktrade and network with other members

57. Where You upload any photographs, descriptions, opinions or any other content ('Community Content') onto Our Members Community You give Us a royalty-free, transferable, irrevocable and perpetual right to use, reproduce, distribute and publish such Community Content and other information relating to You posted on the Members Community

58. After termination or expiry of Your Membership We may continue to keep any Community Content left by You on the Members Community. If any of the Community Content left by You is classed as personally identifiable information, You may request that We anonymise such Content.

59. Checktrade may remove or disable access to any Member Content in the Checktrade Community area that it deems unfit. Checktrade may also, at its absolute discretion, take steps up to and including suspending the member from the Checktrade Community

GENERAL

60. 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.

61. 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.

62. We may assign any of Our rights and transfer, delegate or subcontract any of Our obligations under these Terms.

63. 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.

64. 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.

65. 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). Any notice to be given to You will be sent to You at the most recent physical or email address provided to Us for inclusion on Our Membership Database. Where You have provided us with a mobile phone number to contact you, we shall follow any notice up with a text message to that number to bring Your attention to the notice. Any notice provided to You shall be deemed to be received on delivery, for notices by email, delivery shall mean when Our system indicates the email has been successfully delivered and no delivery error message has been received.

66. 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:

67. You will provide a written notice to Us of any dispute You have in relation 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:

a) 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;

b) 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;

c) 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.

68. 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.

69. 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.

Schedule 1

As a Member of Checkatrade.com you can choose either “Member” or “Affiliate Member” status. “Directory” membership is no longer available to new members. On termination of Membership Your Membership details and profile will be retained as a “Previous Member”. You may also elect to be a “Claimed” Member.

If you choose a flexible membership, you can move between Membership tiers including choosing ‘Break’ periods during the course of your contract, with changes taking effect at your next payment interval or earlier at the sole discretion of Checkatrade. If You are on a flexible membership and choose to move to a ‘Break’ period, We reserve the right to automatically revert You to Your previous Membership tier at the end of that break period.

According to your category of Membership the following membership benefits will apply:

Member

As a Member you will appear in searches on the Checkatrade.com website when a Checkatrade Customer searches for a trade category that you have elected as a skill within a reasonable distance of your elected post code area. We will use commercially reasonable endeavours to ensure that Search rankings will be evenly distributed between members across the Checkatrade.com platform, taking account of local supply of trades and Checkatrade Customer demand, and will vary principally by trade category, region, membership tier, quality of Members’ profile, Members engagement with reviews and contacts, vetting status, visibility to Checkatrade of insurance documentation, payment status, the Members compatibility with the Customers’ search criteria, and other factors to be considered at our sole discretion. Checkatrade Customers may also locate Your details if searched by Your business name.

You will have access to a Search Description and a Profile Page Description, which will be visible on Checkatrade.com. It is Your responsibility to complete an appropriate description that best fits your business. Failure to complete this Description may result in reduced visibility on the Checkatrade.com platform.

Your Profile Page Description will include the following:

- Business or Company name
- Key contact at the company
- Business or Company logo
- Business or Company address
- Business or Company description
- Details of the Postcodes or geographical areas where You elected to work
- Details of customer reviews and reviews score
- Photos of your work
- Listing of the primary trade category and additional skills that You elected to display
- Details of your Vetting Status, related accreditations and insurance details, with prominent visibility on Checkatrade.com if You have not sent a copy of Your current Public Liability Insurance documentation to Checkatrade, or other vetting requirements are overdue or expired

You will receive dedicated Checkatrade telephone numbers and messaging functionality will be enabled.

You will have the ability to collect reviews that, subject to vetting by Checkatrade which and at Our discretion, will be published; in the event of a negative review, You may respond to the review by way of the “right of reply” process.

You will have access to free marketing materials and van vinyls on joining Checkatrade and may request further materials at a cost to be borne by You and agreed between both Parties.

You will have access to the Checkatrade Members’ Buying club, the Member Area, Checkatrade Trades App and the Member Community.

Affiliate Member

As an Affiliate Member, Checkatrade Customers may locate Your details if the Customer searches by Your business name. For the avoidance of doubt, You will NOT receive visibility in searches on the Checkatrade.com website.

Your fully vetted profile page on Checkatrade.com will include the following:

- Business or Company name
- Key contact at the company
- Business or Company logo
- Business or Company address
- Business or Company description

- Details of the Postcodes or geographical areas where You elected to work
- Details of customer reviews and reviews score
- Photos of your work
- Listing of the primary trade category and additional skills that You elected to display
- Details of your Vetting Status, related accreditations and insurance details, with prominent visibility on Checkatrade.com if You have not sent a copy of Your current Public Liability Insurance documentation to Checkatrade, or other vetting requirements are overdue or expired

You will receive dedicated Checkatrade telephone numbers and messaging functionality will be enabled.

You will have the ability to collect reviews that, subject to vetting by Checkatrade which and at Our discretion, will be published; in the event of a negative review, You may respond to the review by way of the “right of reply” process.

You will have access to free marketing materials and van vinyls on joining Checkatrade and may request further materials at a cost to be borne by You and agreed between both Parties.

You will have access to the Checkatrade Members’ Buying club, the Member Area, Checkatrade Trades App and the Member Community.

Directory Member

- As a Directory Member, You will enjoy the benefits of a Member and will also be listed in up to two editions of the Checkatrade paper copy directory.

Previous Member

If Your membership is terminated by You or by Us for whatever reason, Your membership will default to “Previous Member” status. This will be a free listing.

As a Previous Member Checkatrade Customers may locate Your details if the Customer searches by Your business name. For the avoidance of doubt, in general You will NOT receive visibility in searches on the Checkatrade.com website, although we may at our absolute discretion decide to include you in certain searches determined by Us. Your Profile Description will clearly state that You no longer have an active Membership with Checkatrade and may, at Our discretion, reference that Checkatrade ended the membership. Your profile page will include the following:

- Business or Company name
- Key contact at the company
- Business or Company address
- Business or Company description
- Details of up to 20 customer reviews and reviews score
- Notification that your Vetting Status is no longer reviewed following termination of your Membership
- Details of accreditations and insurance details up to the date of termination of your Membership

You will retain a dedicated Checkatrade telephone number.

You will have the ability to collect reviews that may be published at the discretion of Checkatrade.

If for any reason after termination You elect to re-join Checkatrade, and Checkatrade accepts your application, only the last 20 reviews will be published on re-joining, all other reviews will not be visible to Checkatrade Customers. On re-joining you will be requested to settle past payment arrears and may, at the discretion of Checkatrade be requested to pay a Joining Fee and an upfront payment.

You will no longer enjoy the benefits of the Checkatrade Members’ Buying club, the Member Area, Checkatrade Trades App and the Member Community.

At the discretion of Checkatrade, all Members whose membership is terminated will automatically default to a ‘Previous Member’ status except, for:

- Members who specifically request in writing by email to be removed from the Checkatrade.com website at the point of cancellation, conditional on no payment arrears.
- Members who have ceased trading or doing work which is relevant to Checkatrade consumers, having provided written evidence to Checkatrade on the status of the business
- Members who have been removed from the Checkatrade site due to breach of the Checkatrade.com terms and conditions, policies or standards
- Members who we otherwise determine should not have ‘Previous Member’ status

Where payment arrears exist, these must be settled prior to removing the "Previous Member" status.

Claimed Member

You will become a Claimed Member by either:

- electing to claim your business listing to become a Claimed Member; or
- you will automatically become a Claimed Member where You have signed up with Checkatrade but for whatever reason You have chosen to cancel during the vetting process or We have cancelled your vetting process because the process has taken longer than 90 days. If You then chose to re-engage with the vetting process it is easy to recommence your application process.

For the avoidance of doubt, you will not become a Claimed Member where We have declined your membership as a result of You failing our vetting process for whatever reason.

Checkatrade reserves its rights to take down any Claimed Member profile where it comes to our attention that the Claimed Member solely provides work to commercial businesses and not to any residential home owners.

As a Claimed Member Checkatrade Customers may locate Your details if the Customer searches on the Checkatrade Website by Your business name. For the avoidance of doubt, You will NOT receive visibility in general category searches on the Checkatrade.com website although may do in certain circumstances, to be determined at our discretion.

- Your Profile Description will clearly state that You are not fully vetted by Checkatrade but will contain a limited description of Your business. You may provide details to enhance the description. Checkatrade may at its discretion complete limited independent checks on your business including on search engines and by reviewing social media business pages. Your profile page will include the following:
- Business or Company name
- Key contact at the company
- Business or Company address
- Business or Company description
- Details of up to 20 customer reviews and reviews score

You will be allocated a dedicated Checkatrade telephone number.

You will have the ability to collect reviews that may be published at the discretion of Checkatrade.

At any point in time you may request that your profile be removed from Checkatrade.com by sending your request to claimedlistings@checkatrade.com.

Your entitlement to have your free profile listed on our Site is subject to us having completed some basic independent checks on your business including on search engines and by reviewing social media business pages.