

Welcome to the Confederation of Businesses and Traders

These are the Terms and Conditions of Membership

These Terms of Membership / Terms and Conditions are also published at www.confedbt.com

NOTICE: You are offered membership to the Confederation of Businesses and Traders Ltd (CBT) based on the terms set out below. By applying for membership you agree to be bound by these terms in full.

1. DEFINITIONS

- 1.1 "CBT" means Confederation Of Businesses and Traders Ltd registered office: Orchard House, 15 Turp Avenue, Grays, Essex RM16 2SH. Hereinafter shall be referred to as the CBT.
- 1.2 "Member" means the applicant having duly been accepted and granted membership.
- 1.3 "Applicant" means the authorised person or business making application for membership to the CBT
- 1.4 "Authorised Person" means a person or employee over the age of 18 who is legally entitled to act on behalf of the "Member".
- 1.5 "Membership Fee" refers to price of annual or monthly subscription due to the "CBT."

2. BASIS OF CONTRACT

- 2.1 These terms of membership constitute a contract between the Member and the CBT whereby the member is granted a continuous membership and this contract is deemed to be accepted by both parties by virtue of a "Membership Agreement".
- 2.2 We reserve the right to change these Terms and Conditions at any time. We advise you refer to the terms of membership periodically on our website 'www.confedbt.com'. If you are uncertain about anything in these Terms and Conditions, please contact us by email or write to us at Confederation of Businesses and Traders Ltd, Orchard House, 15 Turp Avenue, Grays, Essex RM16 2SH

3. THE CBT'S RIGHTS

- 3.1 We reserve the right to refuse membership to an Applicant at our sole discretion, without giving reason.
- 3.2 We also reserve the right to cancel or suspend the "Membership Agreement" in cases where we suspect false or misleading information has been provided to the CBT by the member or in cases whereby the member renders the CBT into disrepute. If we cancel your membership, it will be without refund for any period of outstanding term.
- 3.3 The CBT may cancel or suspend a "Membership Agreement" where we suspect dishonest trading or in cases whereby the member renders the CBT into disrepute. If your membership is cancelled it will be without refund.
- 3.4 We reserve the right to terminate a "Membership Agreement" if we receive significant complaints against you or if you default in paying your subscription fee. The CBT will use sole discretion in deciding what constitutes a significant complaint.
- 3.5 You agree to indemnify the CBT against all claims if action is taken against the CBT by any of your customers, suppliers or business associates.

4. CBT SERVICES

- 4.1 All services and benefits offered by the CBT are provided on an 'as is' and 'as available' basis and CBT makes no warranties or representations, whether express or implied, in relation to the Services, including but not limited to, implied warranties or conditions of completeness, accuracy, satisfactory quality and fitness for a particular purpose.
- 4.2 We do not accept any liability for errors made in relation to material published on behalf of end users. It is the member's responsibility to ensure that their business details held by the CBT are correct and kept up to date.
- 4.3 Websites, Copyrights and Trademarks: Members and/or Non-members unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks or other artwork furnished to the CBT for inclusion in web pages are owned by the members or non-members or that they have permission from the rightful owner to use each of these elements. The member or non-member will indemnify the CBT and accept all responsibility resulting from any claims arising from the use of any content within web pages whether it is text, graphics or other elements. Websites provided by the CBT are managed solely by the CBT and under no circumstances will access be given to any party to make changes. Websites are subsidised for members whilst they are current paid up members. Copyright to the finished assembled work of web pages produced by the CBT is owned and remains the property of the CBT.
- 4.4 If you cease to be a member of the CBT for any reason whatsoever, you must stop using logos or materials indicating your affiliation to the CBT within any of your promotional or marketing materials. This must be adhered to with immediate effect of you ceasing to be a member. FAILURE TO COMPLY MAY CONSTITUTE A CRIMINAL OFFENCE and renders you liable to a financial penalty (see section 6.1). If a website was provided to you, you would also forfeit all claim to any monthly discounts or subsidies granted in relation to web services.
- 4.5 The CBT will administer all domain names purchased for members as well as domain names transferred into the CBT. To ensure there is no disruption to services provided the CBT reserve the right to renew domains and/or web hosting packages and invoice the cost to the member at the then-current price. The CBT reserve the right to make a charge of £15 to transfer away from the CBT any domain name.
- 4.6 The CBT supply websites, hosting and email facilities if requested in return for monthly payments, the amount of which will be agreed prior to the construction of the website. A minimum term of eighteen months will apply and members will benefit with a 30% monthly discount. Should a member terminate their membership the discount will be withdrawn.

5. LIMITATIONS ON LIABILITY

- 5.1 The CBT will not be liable for any loss or damage suffered by you including loss of orders, business, profit, revenue or goodwill, increased costs of working or any other loss or damage however arising, in the event that your membership ceases or is suspended.
- 5.2 You agree to fully indemnify us against all costs, losses and claims if any action is taken against us by any of your customers, suppliers, sub-contractors or business partners.

- 5.3 We do not accept any responsibility for downtime or failure to any product(s) and service(s) in any circumstances falling beyond the control of the CBT; these include but are not limited to the CBT websites, business directory sites, database, and sub-domains.
- 5.4 We do not accept any responsibility for third party products or services that we may have recommended. Members use these at their own risk.
- 5.5 The CBT does not accept any liability for actions resulting in the use of our terms and conditions.

6. MEMBERS OBLIGATIONS

- 6.1 Logos or collective marks are the property of the CBT and use of these logos or collective marks are done so only with the express permission of the CBT given solely to its current members. CBT Logos must not appear in any member's promotional material larger in size than your own company name. Use of these logos or collective marks by lapsed or expelled members or other offending parties is forbidden within these terms. It is also forbidden for lapsed or expelled members or other offending parties to misrepresent themselves by falsely claiming membership with the intent to mislead the public. Said parties will be liable and levied an invoice to the amount not less than £2,000 and not more than £10,000. The offending party may then be reported to Trading Standards for prosecution.
- 6.2 The CBT is registered in accordance with 'The Data Protection Act'. You agree that your information may be used in compliance of said act.
- 6.3 Whilst a member of the CBT you must not engage in conduct likely to bring the CBT into disrepute.

7. FEES AND PAYMENTS

- 7.1 Memberships falling below the current membership fee are subject at the discretion of the CBT to a price increase bringing it up to the current membership fee.
- 7.2 All payments are to be paid by bank transfer, securely through our website using PayPal or by cheque.
- 7.3 Your Membership Fee is paid to give you the right to affiliate your business to the CBT. It is not paid in order to receive any specific benefit, service or product offered by the CBT.
- 7.4 Membership fees are invoiced annually in advance. All membership fees or payments once paid are non-refundable. No refunds or credits will be issued.
- 7.5 The CBT reserve the right to increase or decrease fees charged including the membership fee. If any fee is increased, it may be by up to 5% above the Bank of England base rate.
- 7.6 Memberships are granted to a single business whether sole trading or a limited company and are not transferrable.
- 7.7 Instalment payment terms when offered are offered at the discretion of the CBT. It is your responsibility to cancel any standing order / direct debit or automatic payment paid to the CBT once any sums due have been paid in full.
- 7.8 When instalment payment terms are offered by the CBT. Should any instalment fall in arrears in excess of 14 days, the CBT reserve the right to claim the entire outstanding balance in full immediately.
- 7.9 When an application to join is received by the CBT, it constitutes a willingness to become a member. If the application is accepted the applicant is liable to pay the membership fees.
- 7.10 All fees quoted are subject to the current rate of VAT.
- 7.11 Non-payment of subscriptions or fees will be pursued through the courts. Any discounts that may have been awarded will be withdrawn. A claim will be made for any outstanding debts including interest and compensation charge under The Late Payment of Commercial Debts (Interest) Act 1998 in addition to any discounts previously given and now withdrawn. The CBT will also charge a sum of £75 for administrative costs. Membership will then be subject to termination at the CBT's discretion.

8. APPLICANT CANCELLATION RIGHTS

- 8.1 Applications to join the CBT may be cancelled by contacting the CBT in writing and obtaining a cancellation reference code. The applicant's cancellation request must be made within 7 days of making application to join the CBT. You must keep the cancellation reference code as your proof of cancellation. Failure to cancel the application as stated within these terms renders the applicant liable to pay the subscription as invoiced.
- 8.2 If the CBT declines your application you will not be liable to pay the CBT any membership fee.

9. MEMBERSHIP CANCELLATIONS

- 9.1 Membership Agreements are continuous and automatically renewed until cancelled. The membership agreement can be cancelled by giving 30 days notice at anytime throughout the year other than the 30 day period prior to the annual renewal date and obtaining a cancellation reference code. This reference code should be kept as proof of resignation. To request a cancellation reference code the member or authorised person must go to the "Contact Us" page located on the CBT's website and submit a 'Cancellation of memberships' request form. The Member will remain liable for any outstanding membership or other fees as invoiced, if applicable.

10. JURISDICTION AND GOVERNING LAW

- 10.1 This Agreement is governed by and interpreted in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English courts.
- 10.2 We (The Confederation of Businesses and Traders Ltd) understand and will exercise our statutory right to interest under the Late Payment of Commercial Debts Regulations 2002 if we are not paid to the agreed terms