



# Manual for FORS Suppliers and Supporters

Version 2.0  
24 May 2017

Summary of key changes to this document and Version 1.0:

Definition of a FORS Champion amended

Training providers are now listed under FORS Associates

Annual fee for Pre-audit service providers' sole traders is £500 from 1 June 2017

Ts&Cs 9.5: section added

Ts&Cs 3/c: section added

Ts&Cs 4.1 g: section amended

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# I. Introduction

## **The Fleet Operator Recognition Scheme**

The Fleet Operator Recognition Scheme (FORS) is a voluntary scheme for fleet operators.

FORS is a method of recognising those fleet operations which comply with the requirements of the FORS Standard<sup>1</sup>. The FORS Standard is based upon legal compliance, safety, efficiency and environmental protection.

## **Scheme administrator**

The Fleet Operator Recognition Scheme is administered by the FORS Provider.

FORS  
c/o AECOM  
Sunley House  
4 Bedford Park  
Croydon  
CR0 2AP

[www.fors-online.org.uk](http://www.fors-online.org.uk)

Email: [associates@fors-online.org.uk](mailto:associates@fors-online.org.uk)

## 2. FORS Suppliers and Supporters

### 2.1. Overview

There are 3 different types of FORS Suppliers and Supporters:

#### 1) Champion

A champion represents an organisation which specifies FORS in its supply chain or which actively promotes FORS

#### 2) Associate

An Associate is a person, organization, company or business who provides an exclusive offer / discount on products and services aligned to the requirements of the FORS Standard.

**FORS approved training course provider** is a FORS Associate which provides FORS approved training to fleet operators.

#### 3) Affinity Partner:

An Affinity Partner is a person, organization, company or business who supplies a FORS branded product or service directly through the scheme.

This section provides the information you need to know about each of these different types and what you need to do in order to become a FORS Supplier and Supporter.

## 2.2. FORS Champion

A FORS Champion represents an organisation which specifies FORS in its supply chain or which actively promotes FORS.

### **Benefits of becoming a FORS Champion:**

#### **1. Use of the FORS Champion logo**

Champions are welcome to use the FORS logo on stationery, email and literature. Your unique FORS logo will show your supplier / supporter status as well as your registration number.

#### **2. Company profile displayed on a dedicated Champion listing page**

Champions will be listed on FORS online, which is publically accessible.

#### **3. Access to FORS eNews**

A fortnightly email goes out to all FORS members, sharing best practice updates and key information about the scheme.

#### **4. Discounts on stands at FORS events**

From time to time FORS will run events, conferences and training courses with the opportunity for organisations to exhibit. FORS Champions will be offered discounts on stand at these events.

### **Cost**

There is no charge for becoming a FORS Champion.

### **Application process**

To become a FORS Champion, you must first complete the FORS Suppliers and

Supporter application form.

This can be accessed online at

<https://www.fors-online.org.uk/cms/apply-supsup/>, or a hard copy can be requested via email from: [enquiries@fors-online.org.uk](mailto:enquiries@fors-online.org.uk)

### **FORS Champion assessment**

Potential Champions will need to demonstrate that they are achieving one or more of the following:

- ◆ Ensuring the FORS best practice standards and legal compliance are at the heart of their supply chain or operational activities
- ◆ Actively promoting FORS to their suppliers and subcontractors. This can be done by providing one or more of the following:
  - ✓ Evidence of email communications asking subcontractors / suppliers to join the scheme
  - ✓ A contract extract demonstrating that they have included FORS registration and they working toward achieving Bronze, Silver or Gold accreditation as a requirement for subcontractors / suppliers
  - ✓ Evidence of email communications showing that FORS is being promoted

## 2.3. FORS Associate

Associates are suppliers who provide an exclusive offer or discount on products and services aligned to the requirements of the FORS Standard.

### **Benefits of becoming a FORS Associate:**

#### **1. The use of FORS Associate logo and unique ID:**

Associates are welcome to use the FORS logo on stationery, email and literature. Please note, FORS Associate logo is not to be used on vehicles. Your unique FORS logo will show status as well as your unique ID number.

#### **2. Listed on the FORS website**

Company profile displayed in the FORS Offers and discounts listings page

Associates will be able to display a FORS specific offer on their own web page of FORS online.

#### **3. The opportunity to publish case studies**

Associates will have the opportunity to publish case studies of how its service or product helped a FORS Operator to stay compliant, in FORS eNews and on a dedicated page on FORS online

#### **4. Online independent product / service review and feedback**

FORS Operators are able to leave an online review of a supplier's products and services resulting in a 'star rating' being produced. This creates an online profile of the offering which acts as a guide to the quality of the product or service.

#### **5. Sponsorship opportunities on FORS workshops and training courses.**

#### **6. Discounted stands at FORS events**

FORS Associates are entitled to reduced ticket prices for FORS events and the opportunity to sponsor FORS workshops and events.

#### **7. Discounted advertising opportunity in FORS printed media**

### **Cost**

The table below presents a breakdown of annual subscription fees for FORS Associates.

These are based on the total annual revenue of the organisation.

Annual revenue based on latest audited accounts*	Cost
£0 - £1m	£500
£1 - £5m	£1,000
£5 - £10m	£1,500
>£10m	£2,000

\* Proof of annual revenue will need to be provided as part of the application

### **Application process**

To become a FORS Associate, you must first complete the FORS Suppliers and Supporter application form. This can be accessed online at <https://www.fors-online.org.uk/cms/apply-supsup/>, or a hard copy can be requested via email from: [enquiries@fors-online.org.uk](mailto:enquiries@fors-online.org.uk).

After the initial online application an automated email will be sent to applicant with the request of the following:

- ◆ Three testimonials from FORS Operators who have used or are using the product/service and are willing to provide a

positive comment on its quality and effectiveness; or one independent report or media review which shows the product or service is fit for purpose

◆ Proof of annual revenue

Once all requested information is checked, the application is approved and a unique ID provided.

FORS requires the Associates to provide and maintain an accurate company description, logo and contact information.

All Associates will need to prove they will add value to the scheme by offering exclusive discounts on products and /or services. These must enable operators to comply with FORS requirements.

### 2.3.1 FORS approved training course provider

Training Providers can apply to get their work related road risk (WRRR) courses approved by FORS, which enables them to have their courses listed on the FORS website.

**It is a requirement for every FORS approved training provider to become a FORS Associate.**

**Use of the FORS Professional logo:** the FORS Professional logo can only be used on approved training material.

### Benefits

1. The company will be listed on FORS online including a link to their own website as an independent provider of pre-audit services for FORS accreditation
2. Access to FORS eNews

3. Online independent service review and feedback

### Cost

Annual revenue based on latest audited accounts*	Cost
£0 - £1m	£500
£1 - £5m	£1,000
£5 - £10m	£1,500
>£10m	£2,000

### Application process

Once the Associate application is approved, you must complete the WRRR application form available online at [https://www.fors-online.org.uk/cms/wp-content/uploads/2015/05/FL15\\_043-WRRR-Application-form-Final.pdf](https://www.fors-online.org.uk/cms/wp-content/uploads/2015/05/FL15_043-WRRR-Application-form-Final.pdf) or a hard copy can be requested via email from: [enquires@fors-online.org.uk](mailto:enquires@fors-online.org.uk).

The application will be assessed by Transport for London (TfL) and companies must comply with the following:

- ◆ Demonstrate that their training centre is JAAPT approved
- ◆ Trainers must have attended the FORS Train the Trainer course
- ◆ Not advertise on the FORS website any training courses related to or similar to FORS approved courses without being a FORS approved course provider for that course

## 2.4. Affinity Partner

Affinity Partners are supporters of FORS who supply a FORS branded product or service directly through the scheme. The product or service must be directly aligned to the FORS core principles and add value to the scheme by enabling operators to comply with legal / contractual requirements and / or improve on safety, emissions, security and operational efficiency.

### **Eligibility and scope**

Opportunities to become FORS Affinity Partners will be made available on an Invitation only basis and eligibility criteria will be set out in the documentation

Terms and conditions for an Affinity Partner will be drawn up individually

## 3. Other Service Providers

### 3.1. Pre-audit service provider

Pre-Audit service providers are companies who provide 'pre-audit' services to help organisations gain FORS accreditation. Companies who provide FORS pre-audit services can advertise their company on the FORS online for an annual fee.

**FORS does not approve or accredit the services of pre-audit service providers.**

#### **Application process**

Company will be able to provide additional information about their service such as a description of their service, a list of clients, testimonials and competences

They will be able to confirm what qualifies their company to provide a FORS Accreditation pre-audit service.

This will include information such as the confirmation that the company has:

- ◆ Auditors that hold a valid Certificate of Professional Competence (CPC)
- ◆ Auditors hold a relevant qualification in Quality systems management and auditing

#### **Cost**

The annual cost of advertising on FORS online is as follows:

Sole trader £500

Others £1,000

## 4. General guidance for FORS Suppliers and Supporters

This section provides general guidance to Suppliers and Supporters.

you by email outlining the reasons why this decision has been made.

### 4.1. Overview of becoming a FORS Supplier and Supporter

An online application form is available at the following link

<https://www.fors-online.org.uk/cms/apply-supsup/>

- a Choose which type of supplier / supporter you wish to apply for and confirm how you will be adding value to the scheme by either promoting FORS and / or offering an exclusive discount
- b Ensure that your organisation complies with the eligibility criteria applicable to the type of FORS Supplier and Supporter you wish to become
- c Complete the application form and submit supporting evidence and / or the exclusive offer / discount.
- d Undergo an assessment of any submitted material(s). Following the assessment a decision will be made on your application and an email will be sent communicating the result.
- e If the application is successful, you will receive an email confirming your new Supplier and Supporter ID number. You will upload your company profile and FORS related offer to FORS online where it will be visible to website visitors.
- f If your application has been unsuccessful, this will be confirmed to

- g After being accepted as a FORS Supplier and Supporter you will need to pay the annual submission fee no later than 30 days of successful application.
- h Renew your status on an annual basis by submitting all relevant materials, supporting evidence and paying the annual subscription fee (where applicable)

## **4.2. FORS Supplier and Supporter status renewal**

A renewal email will be sent to all Suppliers and Supporters annually at least one month in advance of their expiry.

FORS Suppliers and Supporters will be removed if they do not renew their status before the date of expiry.

## **4.3. Changing your details**

It is essential that you disclose any changes to your details to the FORS Provider in particular:

- ◆ Company name
- ◆ Address
- ◆ Ownership
- ◆ Name of main point of contact
- ◆ Telephone number and email address

This is to ensure that you are contactable and receive the latest updates / opportunities from the FORS team. This information is required in two locations. Firstly your organisation information (used by the Administration team) must be maintained. Secondly your company profile should be maintained so users can easily contact you to procure one of the offers listed.

#### **4.4. Misuse or misrepresentation of the FORS logo**

Any misuse or misrepresentation of the FORS logo may be reported by any party to the scheme administrator, who will investigate such claims and take appropriate action which may include a request to remedy the misuse or misrepresentation within a defined timescale and potentially the removal of FORS Supplier and Supporter status.

#### **4.5. Removal of FORS Supplier and Supporter status**

The scheme administrator has the option of withdrawing, suspending or terminating your FORS status following any breach of protocol cited within this document and/or the terms and conditions. This will require that:

- a The scheme administrator writes to you at the address to which the FORS status applies informing you of such a decision and the reasons for removal of status
- b The scheme administrator removes any listing of your FORS status
- c You immediately remove any FORS logo in use (buildings, stationery, website etc)
- d You immediately remove any reference to FORS status from your literature (including printed documents and web pages)

#### **4.6. Complaints**

Should you consider that you have not been treated fairly by the scheme administrator and cannot amicably resolve the issue you may complain using the complaints and appeals processes.

You must write to the scheme administrator using the words 'Official FORS complaint' in the letter title. They will send to you an acknowledgement and a copy of the complaints and appeals process which shall

be followed to investigate your complaint.

#### **4.7. FORS Suppliers and Supporters Terms and Conditions**

Full details of the FORS Suppliers and Supporters Terms and Conditions can be found in Appendix I at the back of this document.

#### **4.8. Conditions**

The following conditions are applied:

- ◆ FORS will provide a disclaimer to confirm that the information is provided by the company and has not been independently verified (see section 4.4 below)
- ◆ FORS will not accept any responsibility for the quality of the advice provided
- ◆ The pre-audit service provider must agree to accept online independent product / service reviews and feedback scores from customers. These scores will be published next to the advertisement

#### **4.9. FORS Disclaimer**

Any information provided about these companies in connection with FORS is for guidance purposes only and should not be relied upon as it does not constitute formal legal or professional advice. The FORS provider excludes to the fullest extent lawfully permitted all liability whatsoever for any loss or damage howsoever caused arising out or in connection with the use of and / or reliance on any information given to you.

Any investment or expenditure that you incur in connection with FORS is undertaken entirely at your own risk and the FORS provider will have no liability to you in respect thereof.

# Annex I

## Terms and Conditions for FORS Suppliers and Supporters

Version 2.0

The status of FORS Suppliers and Supporters is governed by these Terms and Conditions and any person, organisation, company or business who applies to become a FORS Supplier and Supporter is deemed to have read and accepted these Terms and Conditions.

### I. Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise indicates, the following expressions will have the following meanings:

“Application Process” means the application of the process (including demonstration of the requirements) set out in Condition 2.

“Eligibility Criteria” has the meaning set out in Condition 2.3.

“Fleet Operator Recognition Scheme (FORS)” means the fleet operation certification scheme operated by the FORS Provider.

“FORS Affinity Partner” means a person, organisation, company or business who supplies a FORS branded product or service directly through the scheme.

“FORS Associate” means a person, organisation, company or business who provides an exclusive offer/ discount on products and services aligned to the requirements of the FORS Standard.

“FORS Benefits” means the entitlements set out in Condition 5.

“FORS Champion” means a person, organisation, company or business who is specifying FORS in their supply chain or who promotes FORS.

“FORS Approved training course provider” means a company which provides FORS approved training courses to fleet operators.

“FORS Pre-audit service provider” means a company which provides a pre-audit service specifically designed to help fleet operators meet the FORS Bronze, Silver or Gold accreditation status.

“FORS Provider” means AECOM Ltd (registered number 01846493) being the company appointed by TfL to manage and operate FORS.

“FORS Provider Marks” means any registered or unregistered trademarks, service marks, trade names, logos or brand of FORS (whether owned by the FORS Provider or the TfL Group and whether in current or previously utilised form) and any applications for the grant of such rights.

“FORS Provider Material” means any and all (whether in current or previously utilised form) information, documentation, drawings, works, computer software, products and materials supplied by or on behalf of the FORS Provider to you, including without limitation, any and all newsletters, presentations, websites and presentation materials.

“FORS Standard” means the document detailing the criteria a FORS accredited company must meet to be accredited for Bronze (entry-level), Silver or Gold levels

updated from time to time and which can be viewed at [www.fors-online.org.uk](http://www.fors-online.org.uk).

“FORS Supporter and Supplier” – FORS Supporter and Suppliers are persons, organisations, companies or businesses who can assist in driving improved standards across the fleet operating sector and add value to FORS, who meet and maintain the Eligibility Criteria and have successfully completed the Application Process. Suppliers and Supporters fall into five categories:

- ◆ FORS Champion
- ◆ FORS Associate
- ◆ FORS Affinity Partner
- ◆ FORS approved training course provider
- ◆ Pre-audit service provider

“FORS Supporters and Suppliers Manual” means the document detailing the criteria a FORS Supporter and Supplier must meet. It is updated from time to time and can be viewed at [www.fors-online.org.uk](http://www.fors-online.org.uk).

“Intellectual Property Rights” means any patent, know-how, trade mark or name, service mark, logo, design right (in each case whether registered or unregistered), copyright, rights in passing off, database rights, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world.

## 2. Application Process

### 2.1 Application Form

If you would like to apply to become a FORS Supplier and Supporter you must first register, by completing the FORS application

form. It can be accessed online at [www.fors-online.org.uk](http://www.fors-online.org.uk) or a hard copy can be requested via email from: [associates@fors-online.org.uk](mailto:associates@fors-online.org.uk). At registration and on each anniversary you will need to pay the relevant annual subscription fee, details of which are available on [www.fors-online.org.uk](http://www.fors-online.org.uk).

Once you have completed and submitted the FORS application form, you will be bound by these Terms and Conditions.

### 2.2 Who Can Apply

Any person who can support FORS and promote uptake of the scheme by including FORS in their supply chain or who can offer a discount on a product or service applicable to the FORS Standard is entitled to apply to become a FORS Supplier and Supporter.

### 2.3 Eligibility Criteria

To become a FORS Supplier and Supporter the applicant must demonstrate to the FORS Provider that it meets and can maintain the following criteria (the “Eligibility Criteria”):

- ◆ FORS Champion - Setting the FORS best practice standard and legal compliance at the heart of its company’s freight distribution activities by promoting FORS to its suppliers and subcontractors. To prove a FORS Champion is promoting the scheme, evidence is required to show how this is being undertaken (this may include contract extracts, marketing material or names of organisations that have joined the scheme on the applicant’s advice).
- ◆ FORS Associate - Offer an exclusive discount on the applicant’s products and services that adds value to FORS by enabling operators to comply with contractual/legal requirements and/ or improve safety, emissions, security and operational efficiency at a reduced price. The discount offered must be a flat rate discount and not a discount on a buy multiple units basis (with a free offering), as this discriminates against smaller operators that would not be able to take

advantage of such an offer. The discount must also be supported by recommendation testimonials from three FORS accredited companies that

- ◆ FORS approved training course provider have used the product/service or an independent report/media product review which shows the product is fit for purpose.
- ◆ FORS Affinity Partners – must respond in full to any Invitation issued by the FORS Provider. These invitations will be issued on an ad hoc basis at the discretion of the FORS Provider.

The FORS Provider in no way endorses or approves any product or service provided by a FORS Supplier and Supporter. FORS Suppliers and Supporters are required to include a disclaimer on their website and any related marketing material to this effect and shall in no way present their website/marketing collateral in a misleading way.

## 2.4 Payment of Fees

The schedule of applicable fees payable annually and the requirements of the payment process are set out on [www.fors-online.org.uk](http://www.fors-online.org.uk) and will be updated by the FORS Provider from time to time. Non-payment of fees may result in your FORS of termination.

## 2.5 Notification of Award of FORS Supplier and Supporter Status

Applicants who satisfy the Eligibility Criteria will be advised by the FORS Provider and on payment of all applicable fees where appropriate will be issued with confirmation by the FORS Provider that they have become FORS Associate, FORS approved training course provider, Pre-audit service provider or FORS Affinity Partner and the applicable period of that status.

Applicants who do not satisfy the Eligibility Criteria will be informed of the reason as to

why their application has not been accepted.

## 2.6 Renewal of Award of FORS Associate Status

On the anniversary of status award, FORS Associates will need to renew their FORS Supporter and Supplier status, where appropriate by:

- ◆ Confirming that FORS is still part of their contract requirements
- ◆ Paying the annual fee
- ◆ Reviewing the offer and ensuring it is still relevant

## 3. General Obligations of FORS Suppliers and Supporters

FORS Suppliers and Supporters shall, at all times, act in accordance with these Terms and Conditions and shall:

- a comply with the requirements of the FORS Suppliers and Supporters Manual for the applicable category;
- b behave in an orderly manner and act with the utmost good faith towards the FORS Provider and co-operate fully with the FORS Provider's personnel, contractors and suppliers;
- c actively support and promote the scheme;
- d not commit any act or omission, or make any statement or otherwise behave in any manner, which may result in any harm or damage to the reputation or the operation of FORS; and
- e ensure, where applicable, that any offer is kept relevant and up to date and that fleet operators are maintaining their FORS accreditation where contracts require it.

## 4. Changes to FORS Associate Terms and Conditions

The FORS Provider reserves the right to change FORS at any time upon written notice to you, including amendments to these Terms and Conditions, the FORS Standard, the FORS Suppliers and Supporters Manual and the withdrawal and/or replacement of the FORS Benefits. Where practicable, the FORS Provider will endeavor to provide you with at least 30 calendar days' notice before such changes are implemented. If you are not happy with any changes to FORS, you are entitled to withdraw from FORS upon written notice to FORS and the provisions of Condition 15 will apply.

## 5. Entitlements of the FORS Supplier or Supporter

During the period when an entity is a FORS Supplier and Supporter, the FORS Supplier and Supporter shall be entitled to, and the FORS Provider will provide, the following:

- ◆ Access to FORS toolkits, case studies and newsletters.
- ◆ Allow the use of the FORS Champion, FORS Associate or FORS Affinity Partner logo on stationery, email and literature.
- ◆ Allow to use of FORS Professional logo on approved training course materials
- ◆ FORS online:
  - FORS Champions will be listed as such
  - FORS Associates, Pre-audit service providers will have their own dedicated listing which they have access to update
  - FORS approved training course providers will be listed under approved training courses

FORS Supplier and Supporter status shall not entitle organisations to:

- ◆ Claim that their products or services are

recommended by FORS; or

- ◆ Claim that they are a preferred supplier,
- ◆ FORS Professional logo can only be used on approved training material.

FORS Suppliers and Supporters are expressly prohibited to make the claims specified above.

## 6. Review Rights of the FORS Provider

6.1 You will maintain a complete and accurate set of records pertaining to all activities relating to FORS, including your application, the results of your application acceptance, information required pursuant to these Terms and Conditions, and evidence of your compliance with the FORS Suppliers and Suppliers Manual and your obligations under these Terms and Conditions (“Records”).

6.2 You will retain all Records during the period of your status as a FORS Supplier and Supporter and for a period of not less than six years (or such longer period as may be required by law) following termination of your FORS Supplier and Supporter status (“Retention Period”).

6.3 The FORS Provider or any person nominated by the FORS Provider has the right to audit any and all Records at any time during the Retention Period on giving reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of your compliance with these Terms and Conditions. You will give all reasonable assistance to the FORS Provider or its nominee in conducting such inspection, including making available documents for review and staff for interview.

## 7. Intellectual Property Rights

7.1 As between you and the FORS Provider, all Intellectual Property Rights in

the FORS Provider Material will remain the property of the FORS Provider, or if applicable, any third party proprietor.

#### FORS

Supporters and Suppliers are not permitted to (a) copy or reproduce FORS Provider Materials or (b) distribute chargeable FORS Provider materials, without the prior written consent of the FORS Provider.

7.2 A specific 'FORS logo' has been developed to promote FORS Champions, FORS Associates, FORS approved training course providers and FORS Affinity Partners.

The FORS Provider grants to each FORS Champion, each FORS Associate, each FORS approved training course provider and each FORS Affinity Partner a non-exclusive, non-transferable, revocable license to use the Intellectual Property Rights owned (or capable of being so licensed) by the FORS Provider in the 'FORS logo' in accordance with the branding guidelines issued from time to time solely for the purpose of indicating a FORS Supplier and Supporter link to FORS.

7.3 Subject to Condition 7.2, you will have no right to use any trademarks, trade names, logos or other Intellectual Property Rights of the FORS Provider, the FORS Community Partnership or the TfL Group without the prior written consent of the FORS Provider and you will not:

7.3.1 use any trademarks, trade names or logos so resembling the FORS Provider Marks as to be likely to cause confusion with the FORS Provider Marks; or

7.3.2 cause or permit anything to be done which might damage or endanger the validity or distinctiveness of, or the goodwill in, the FORS Provider Marks or other Intellectual Property Rights of the FORS Provider; or

7.3.3 represent, directly or indirectly, that any of your products or services have been endorsed or approved by the

FORS Provider; or

7.3.4 use in advertising, publicity or any other communication, whether written, electronic or any other means any FORS Provider Mark or other Intellectual Property Rights of the FORS Provider or the name, brand or logo of the FORS Provider without the prior written consent of the FORS Provider.

7.3.5 You will promptly notify the FORS Provider upon becoming aware of any infringement or alleged infringement or potential infringement of the 'FORS logo'. The FORS Provider will have the exclusive right to determine whether or not any litigation will be instituted or other action taken in connection with any infringement or suspected infringement. For the avoidance of doubt you will not institute any litigation or other action relative to any such infringement or imitation. You will provide all reasonable assistance to the FORS Provider to protect the 'FORS logo' and will assist in resolving any questions concerning the 'FORS logo'.

7.4 You acknowledge that any breach of this Condition 7 could result in the FORS Provider incurring damages and losses and you will indemnify and keep indemnified the FORS Provider for any such damages or losses arising from a breach of Condition 7.

7.6 This Condition 7 will continue to apply after termination or withdrawal of your FORS Supporter and Supplier status howsoever arising and without limit in time.

## 8. Disclaimer

8.1 Any information whether verbal or written, including information contained in newsletters, presentations or materials, provided to you in connection with FORS (including the application and acceptance process) is for guidance purposes only and should not be relied upon as it does not constitute formal legal or professional advice. The FORS Provider excludes to

the fullest extent lawfully permitted all liability whatsoever for any loss or damage howsoever caused arising out or in connection with the use of and/or reliance on any information given to you.

8.2 Any investment or expenditure that you incur in connection with FORS is undertaken entirely at your own risk and the FORS Provider will have no liability to you in respect thereof.

## 9. Withdrawal of FORS Supplier and Supporter Status

9.1 Your FORS Supplier and Supporter status will be withdrawn if you:

- ♦ commit any breach of these Terms and Conditions and in the case of such a breach that is capable of remedy fail to remedy that breach within 10 business days (or such other time frame as specified in writing by the FORS Provider) from the date of written notice to you giving details of the breach and requiring it to be remedied; or
- ♦ fail to maintain the Eligibility Criteria; or go bankrupt or insolvent or summon a meeting of your creditors, suffer a proposal for or become subject to any voluntary arrangement, have a receiver, manager or administrative receiver appointed over any of your assets, undertakings or income, have passed a resolution for or are subject to a petition presented to any Court for your winding-up, have a provisional liquidator appointed, are unable to pay your debts within the meaning of the Insolvency Act 1986, cease or threaten to cease to trade, have an administrator appointed in respect of you or are the subject of an application for administration filed at any court, or are the subject of a notice to strike off the register at Companies House; or
- ♦ commit any act or omission, or make any statement or otherwise behave in any manner, which may result in any harm or damage to the reputation or the

operation of FORS.

9.2 FORS Suppliers and Supporters are able to voluntarily withdraw from the scheme at any time, but this must be submitted in writing to the FORS Provider.

9.3 If your FORS Supplier and Supporter status is withdrawn or you withdraw from FORS, and you subsequently wish to become a FORS Supplier and Supporter, you must re-register to become a FORS Supplier and Supporter via [www.fors-online.org.uk](http://www.fors-online.org.uk) as set out in Condition 2.1.

9.4 Without prejudice to any of the FORS Provider's other rights or remedies (whether under these Terms and Conditions or otherwise), if you are in breach of any of these Terms and Conditions, you will, if required to do so by the FORS Provider, promptly remedy the breach at your own expense to ensure compliance with these Terms and Conditions.

9.5 Non-payment: FORS Supplier and Supporter status may be withdrawn should any annual fee or sponsorship fee not paid within the time requested by FORS Provider.

## 10. Consequences of withdrawal of FORS Supplier and Supporter status

10.1 Upon termination/withdrawal, however caused you will not be entitled to the refund of the fees paid pursuant to registration, annual subscription or any other FORS service.

10.2 Upon termination/ withdrawal of your FORS Supplier and Supporter status, howsoever arising:

10.2.1 you will no longer be entitled to, and will immediately cease to use: (a) the FORS Benefits granted under these Terms and Conditions; and (b) the FORS logo and any other Intellectual Property Rights of the Provider and will promptly remove the FORS logo from any website,

marketing material, stationery, other printed material or vehicle and will provide written confirmation that it has been so removed;

10.2.2 you will promptly deliver up to the FORS Provider all property supplied by or on behalf of the FORS Provider and all materials incorporating any Confidential Information and/or Intellectual Property Rights of the FORS Provider; and

10.2.3 both parties will immediately cease to use or exploit their previous connections with each other directly or indirectly.

10.3 Termination of your FORS Supplier and Supporter status will not prejudice or affect any right, power or remedy which has accrued or will accrue to either party prior to or after such termination. The provisions in these Terms and Conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

## **11. Relationship of the FORS Provider and the FORS Supplier and Supporter**

11.1 Nothing in these Terms and Conditions constitutes, or will be deemed to constitute, a partnership or joint venture between the parties nor, except as expressly provided, will either party be deemed to be, or hold itself out as being, the agent of the other.

11.2 Subject to any express provisions to the contrary in these Terms and Conditions, you have no right or authority to and will not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the FORS Provider or bind the FORS Provider in any way.

## **12. Dispute Resolution**

8.3 In the event of any dispute or difference arising out of or in connection with these Terms and Conditions or FORS ("Dispute"), the FORS Provider and your representative will use all reasonable endeavours to negotiate in good faith and settle such Dispute in accordance with this Condition 12.

8.4 If the Dispute is not settled through discussion between the FORS Provider and your representative within a period of 7 business days of the date on which the Dispute arose, the parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("Senior Personnel") of each of the parties for resolution.

8.5 If the Dispute is not settled by the Senior Personnel of the parties within a period of 14 business days of the date on which the Dispute is referred to them under condition 12.2, either party may commence legal proceedings in accordance with Condition 13.

8.6 Neither party will be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Condition 12 and Condition 12 will not apply in respect of any circumstances where such remedies are sought.

## **13. Governing Law**

The validity, construction and performance of these Terms and Conditions will be governed by English law. The parties agree to submit to the exclusive jurisdiction of the courts of England.