



# Manual for FORS Suppliers and Supporters



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# 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.

## FORS Suppliers and Supporters

There are three different types of FORS Suppliers and Supporters:

- 1 Champion
- 2 Associate
- 3 Affinity Partner

## Pre-audit service providers

Pre-audit services are not included within the Supplier and Supporter offering but organisations providing these services can be listed on the FORS website. Please see section 4 of this document.

## How to use this document

This manual set outs the guidelines to follow if you want to be a FORS Supplier and Supporter or you want to be listed as an organisation that provides pre-audit services. It is made up of three sections:

- ◆ FORS Suppliers and Supporters: This section defines the different types of Suppliers and Supporters and an overview of the offering for each type including the benefits and costs
- ◆ General guidance for suppliers: This section provides an overview of the application process, how to manage your account as well as information about use of the FORS logo
- ◆ Pre-audit service providers: This section provides an overview of the pre-audit service offering and application process

## References

In addition to this document, the following should be read:

- ◆ FORS online [www.fors-online.org.uk](http://www.fors-online.org.uk)
- ◆ FORS standards <http://www.fors-online.org.uk/cms/download-fors-standard/>
- ◆ FORS logo guidelines <https://www.fors-online.org.uk/evidencing>

<sup>1</sup> Downloadable at <http://www.fors-online.org.uk/cms/download-fors-standard/>

# FORS Suppliers and Supporters

There are three different types of FORS Suppliers and Supporters:

- ◆ Champion
- ◆ Associate
- ◆ Affinity Partner

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.

## FORS Champion

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

### Application process

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

You will have 90 calendar days from beginning the application process to complete your application and submit any supporting evidence.

### 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
- ◆ 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/ accreditation as a requirement for subcontractors / suppliers
- ◆ Evidence of email communications showing that FORS and its related products or services are being promoted

### Cost

There is no charge for becoming a FORS Champion.

## FORS Associate

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

### Application process

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

You will have 90 calendar days from beginning the application process to complete your application and submit any supporting evidence.

## FORS Associate assessment

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. Existing offers can be found by [clicking here](#).

The offer must also meet the following criteria:

- ◆ Flat rate discount - the offer must be flat rate rather than a 'buy 1 get 1 free' style offer so as not to discriminate against smaller operators
- ◆ Accurate company description, logo and contact information - FORS requires the Associate to provide and maintain an accurate company description, logo and contact information on the offer
- ◆ Create and maintain an accurate offer – FORS requires the Associate creates and maintains an accurate offer (product / service description and expiry date). Changes must be reviewed and approved by FORS prior to display on the website

In addition, the offer must be supported by either:

3 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

1 independent report or media review which shows the product or service is fit for purpose

Training companies must also comply with the following:

- ◆ Demonstrate that their training centre is JAUPT 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

## 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. There are discounts available for companies who are already accredited.

Annual revenue based on latest audited accounts*	50% discount to existing Associates	Standard Cost	New Associate signing up before 1 February 2016
£0 - £1m	£250	£500	£375
£1 - £5m	£500	£1,000	£750
£5 - £10m	£750	£1,500	£1,000
>£10m	£1,000	£2,000	£1,500

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

## 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 (e.g. licence checking).

## Eligibility and scope

Opportunities to become FORS Affinity Partners will be made available on an Invitation to Tender (ITT) basis and eligibility criteria will be set out in the ITT documentation.

## Suppliers and Supporters benefits

A summary of the benefits available to each type of Supplier and Supporter is presented in the matrix below:

Suppliers and Supporters benefits by category	Champion	Associate	Affinity Partner
Use of the FORS Supplier and Supporter logo	•	•	•
Listed as an Associate or Affinity Partner on FORS online		•	•
Company profile displayed on a dedicated Champion listing page.	•		
Access to FORS Supplier and Supporter newsletters	•	•	•
Discounted adverts on the Supplier and Supporters website and eNews	•	•	•
Discounts on stands at FORS events	•	•	•
Discounts on ticket price and sponsorship of FORS workshops and events	•	•	•
Company profile displayed in the FORS Offers and Discounts listings page		•	•
Online independent product / service review and feedback		•	•
FORS branded products / services			•

### **Use of the FORS Suppliers and Supporters logo**

Suppliers and Supporters are allowed to use the FORS logo on stationery, email and literature.

### **Listed as an Associate or Affinity Partner on FORS online**

Associates or Affinity Partners will be listed on FORS online. This list will be publically accessible and allow for easy and free checking of a Supplier or Supporters status.

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

Champions will be listed on FORS online. This list will be publically accessible and allow for easy and free checking of a Supplier or Supporters Status.

### **Access to FORS Suppliers and Supporters newsletters**

Newsletters will be sent to all Suppliers and Supporters via email, which will also be available to download at FORS online.

### **Discounted adverts on the Suppliers and Supporters website and eNews**

Suppliers and Supporters will be offered the opportunity advertise or write an article promoting any products or services they might have and their relationship with FORS. Significant Suppliers and Supporters stories will be covered in the main FORS eNews.

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

Suppliers and Supporters are eligible for a reduced rate when booking a stand at a FORS event.

### **Discounts on ticket price and sponsorship for FORS events**

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

### **Company profile displayed in the FORS Offers and discounts listings page**

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

### **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.

### **FORS branded product**

This benefit is for Affinity Partners only. It allows the supplier to provide an exclusive offer or discount on their product or service under the FORS brand name.



# General guidance for FORS Suppliers and Supporters

This section provides general guidance to Suppliers and Supporters.

## Overview of becoming a FORS Supplier and Supporter

An online application form is available at the following link [www.fors-online.co.uk/SupplierandSupportersapplicationform](http://www.fors-online.co.uk/SupplierandSupportersapplicationform)

- 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. This shall be carried out within 90 days of the initial application
- 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. Your offer (if you choose to provide one) will then be uploaded to FORS online where it will be visible to website visitors
- f If your application has been unsuccessful, this will be confirmed to you by email outlining the reasons why this decision has been made

- g After being accepted as a FORS Supplier and Supporter you will need to pay the annual subscription fee (where applicable) before you will be able to access your new FORS benefits
- h Renew your status on an annual basis by submitting all relevant materials, new supporting evidence and paying the annual subscription fee (where applicable)

## 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 or they have not supported the scheme in the previous 12 months.

## 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 organization 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.

## Use of the FORS logo

Following successful application to become a FORS Supplier and Supporter you may use the FORS logo in accordance with the FORS logo usage standard which can be downloaded by following the link:

<https://www.fors-online.org.uk/evidencing>

Your unique FORS logo will show you supplier / supporter status (Champion, Associate or Affinity Partner) as well as your registration number.

Your Supplier and Supporter logo can be downloaded from FORS online via the evidencing system at:

<http://www.fors-online.org.uk/cms/fors-evidencing-system/> (please note you must be logged in to access this)

### 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 Champion, Associate or Affinity Partner status.

## 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 (on vehicles, buildings, stationery, website etc)
- d You immediately remove any reference to FORS status from your literature (including printed documents and web pages)

## 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.

## 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.

# Pre-audit service providers

Companies currently listed as FORS Associates by providing a pre-audit service for FORS accreditation will no longer hold official FORS Associate status. They will no longer be able to utilise FORS branding and/or claim any form of formal association with FORS.

Instead they will be invited to participate in a new service, which will enable them to advertise their company on the FORS website for an annual fee (please see section 4.3 below for details).

## Pre-audit service provider entitlements

Payment of the fee entitles the company to advertise their service on the FORS website as follows:

- ◆ Their company will be listed on the FORS website including a link to their own website as an independent provider of pre-audit services for FORS accreditation

- ◆ They 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

There are a number of benefits granted to pre-audit service providers. These benefits are presented in the matrix below.

Benefits by category	Pre-audit
Company profile displayed on a dedicated Pre-audit listings page.	●
Access to FORS Supplier and Supporter newsletters	●
Ability to confirm what qualifies their company to provide a FORS Accredited pre-audit service	●
Online independent product / service review and feedback	●

## 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

## Cost

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

- ◆ Sole trader £350\*
- ◆ Others £1,000\*
- ◆ A 50% discount will be applied for companies who also have Associate membership

\*Please note this is an introductory offer for the 1st year only.

## 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.

# APPENDICES

# Terms and Conditions for FORS Suppliers and Supporters

Version 1

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” represents an organisation which specifies FORS in its supply chain or which promotes FORS.

“FORS Partner” means each organisation or body that has agreed to support FORS through its procurement practices, its public policies and, where appropriate, its own fleets which shall include the FORS Champions, the FORS Associates and the FORS Affinity Partners.

“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 level as 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 that do not run commercial vehicle fleets but 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. FORS Supporters and Suppliers fall into three categories:

- ◆ FORS Champion
- ◆ FORS Associate
- ◆ FORS Affinity Partner

“FORS Supporters and Suppliers Manual” means the document detailing the criteria a FORS Supporter and Supplier must meet to be a FORS Champion, FORS Associate or FORS Affinity Partner as updated from time to time and which 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 on-line at [www.fors-online.org.uk](http://www.fors-online.org.uk) or a hard copy can be requested via email from: [enquiries@fors-online.org.uk](mailto:enquiries@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



have used the product/service or an independent report/media product review which shows the product is fit for purpose.

- ◆ FORS Associates that are training companies shall demonstrate that their training centre is Joint Approvals Unit for Periodic Training (JAUPT) approved and their trainers will need to attend the 'Train the Trainer' course in order to deliver the range of FORS approved courses.
- ◆ FORS Affinity Partners – must respond in full to any Invitation to Tender 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.

## 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 a FORS Champion, FORS Associate 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 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
- d 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 endeavour 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.
- ◆ FORS online:
  - FORS Champions will be listed as such
  - FORS Associates will have their own dedicated listing which they have access to update

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

Pre-audit companies:

- ◆ Do not hold FORS Associate status for any pre-audit service offered.
- ◆ Are not entitled to use the FORS logo or branding on their website or any marketing material.

## 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 Supporters 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 and FORS Affinity Partners.

The FORS Provider grants to each FORS Champion, each FORS Associate and each FORS Affinity Partner a non-exclusive, non-transferable, revocable licence 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 Partners 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 any FORS Partner; 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 or FORS Partner, without the prior written consent of the FORS Provider.

7.4 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'.

7.5 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 of 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 reregister 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.

## 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 or any FORS Partner; 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**

12.1 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.

12.2 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.

12.3 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.

12.4 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.

