

## Terms and Conditions of Membership

These Terms and Conditions should be read in conjunction with the "BOSS Constitution and Rules", and are subject to variation from time to time. The services described in this document are provided by the British Printing Industries Federation (BPIF) to members of British Office Supplies and Services Federation (BOSS) under the terms of a management contract between BPIF and BOSS.

### 1. Definitions and Interpretation

- 1.1 In these terms the following expressions have the following meanings: "You, Your" means, the member of BOSS. "Us, we, and BOSS" means, the British Office Supplies and Services Federation.
- 1.2 The headings used in these terms and conditions are for convenience only and shall have no effect on the interpretation of any clause.

### 2. Term of Membership - Your Membership Year

- 2.1 Your membership commences on the date that your application is accepted by us, the 'Membership Start Date'.
- 2.2 In order to allow us to plan our resources and thereby offer a reliable service to our members we require you to remain in membership for a minimum period of 12 months from joining (the minimum membership period). The minimum membership period will expire 12 months after the Membership Start Date.
- 2.3 You may terminate your membership by giving us three months' notice in writing to expire at the end of the minimum membership period.
- 2.4 You may terminate your membership by giving us three months' notice in writing at any time after the expiry of the minimum membership period.
- 2.5 Your Membership renewal date will be the anniversary date of the Membership Start Date.
- 2.6 Subject to the provisions of clauses 2.3 and 2.4 above, your Membership will automatically renew on the anniversary of the Membership Start Date, and on the same date in each subsequent year thereafter, the "Anniversary Date".
- 2.7 We will send you notification of renewal of your membership approximately six weeks prior to the Anniversary Date in each year.

### 3. Subscription Basis

- 3.1 Subscription rates are set on the 1st January each year.
- 3.2 The subscription rate applicable for each grade of membership is determined by the number of employees that the member has on payroll at the Membership Start Date, and then on each Anniversary Date. All employees of the business are to be counted. We may, at our discretion, restrict membership to a part of the business by location or a clear business unit.

3.3 The subscription rate of Associate members is determined by the value of sales to the business supplies industry.

3.4 Part-time employees are to be counted. If more than 20% of all employees are part-time you may ask us to base your subscription on equivalent full-time employee numbers.

3.5 If employee numbers are distorted up or down by seasonal factors we may base your subscription on the average number of employees over the preceding year.

### 4. Payment and consequences of Late Payment

4.1 In order to minimise our administrative costs and to manage cash flow, we ask you to pay for your membership in equal monthly instalments over 12 months and by Direct Debit. If you wish to pay by alternative means, please contact our accounts team.

4.2 Please note that if you cancel your Direct Debit instruction to your bank this will not operate as termination of your membership and we reserve the right to recover any unpaid subscription.

4.3 If any instalment remains unpaid for 30 days all services and membership rights will be suspended until payment is made.

4.4 Interest and charges may be applied under the Late Payment of Commercial Debts (Interest) Act 1998 from the due date.

4.5 In the event that you give us notice to terminate your membership we will charge you for the proportion of the annual subscription due up to the end of the month in which termination is effective, plus a charge of £30.00. If you have paid us more than this amount we will refund the difference to you.

### 5. Membership Levels and Upgrades

5.1 We have different levels of membership to meet the differing needs of our members. We may, at our discretion vary the services and benefits available in each package from time to time. We will provide information as to the current services and benefits included in each package on our website.

5.2 You may increase your membership grade at any time.

5.3 You may not decrease your membership grade during the minimum membership period.

5.4 After expiry of the minimum membership period you may decrease your membership grade by giving us three months' written notice.

5.5 If you leave membership and wish to re-join within 12 months, you must join at the same or higher level of membership that you held when you left.

### 6. Suspension and Termination of Membership

- 6.1 We may suspend or terminate your membership at our discretion under the terms of the Constitution and rules.
- 6.2 If your membership is terminated by us no refund of membership subscriptions will be made.

### 7. Availability of Service

- 7.1 Access to certain services within the membership packages are subject to further terms and conditions, as amended from time to time and as set out in the Schedules to these terms.
- 7.2 We will use our reasonable endeavours to provide the services included in the membership packages, however we do not guarantee the availability of any particular service at all times and we shall have no liability to you for any failure or delay in performing any service that results from any cause beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, cyber-attack, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, and government action.
- 7.3 In the event that we are unable to provide the services for a reason beyond our reasonable control for a continuous period of more than four weeks, the BOSS Board will be asked to convene and decide on a course of action.

### 8. Limitation of Liability

- 8.1 We will ensure that we have in place suitable and valid insurance policies in respect of the services that we provide to you.
- 8.2 Our total liability to you for any loss or damage caused as a result of our negligence or breach of any agreement with you shall be limited to £100,000.
- 8.3 Nothing in these terms and conditions shall limit or exclude our liability for death, personal injury, fraud or fraudulent misrepresentation.

### 9. Privacy Policy

- 9.1 When you apply for membership of BOSS we will ask for contact details of various people within your business, including email addresses, so we can manage your membership and also ensure you benefit from the information you pay to receive as part of

your membership, including (but not limited to) HR, H&S, Training, Industry Events, Membership Benefits, Regional News, Legal, Specialist Services and Lobbying. By providing us this information you undertake that those people have agreed to their data being processed for this purpose, and that we may contact them from time to time.

- 9.2 Individuals can elect which communications they wish to receive from BOSS and how they choose to receive them.
- 9.3 We will handle, store and process your data in accordance with the relevant legislation as amended from time to time. Your data will be processed by BOSS staff to deliver you services of your membership. We will keep you and your employees' data for 7 years after the end of your membership. To view our full privacy policy please visit [www.britishprint.com/privacy](http://www.britishprint.com/privacy).
- 9.4 All the data we process is processed by us, our IT support company, our CRM company and our email facilitators. Data is located on servers within Europe. No other 3rd parties have access to your personal data unless you have agreed for us to share your information with our carefully selected partners, such as (but not limited to) BPIF Healthcare and BPIF Insurance. We have a data protection regime in place to oversee the effective and secure processing of your personal data.

### 10. Complaints Procedure

- 10.1 In the event that our services do not meet your expectations we would like to know and we ask you to contact us using the Complaints procedure in the Constitution and rules. Copies can be found on the website, or are available on request from the regional offices.

### 11. Eligibility for Membership

- 11.1 Membership is only available to those firms which meet the eligibility criteria set out in our Constitution and Rules as amended from time to time.

### Schedules

- A. Employment Tribunal Representation Terms and Conditions

Full and currently applicable Terms and Conditions are available at [www.bossfederation.com/terms](http://www.bossfederation.com/terms)