



**TERMS AND CONDITIONS FOR THE PROVISION OF ONLINE SERVICES BY MUNRO GLOBAL LIMITED**

**Parties**

(1) Munro Global Limited, registered in England and Wales with Company No. 05533776 whose registered office is at Discovery House, Aveling Road, High Wycombe, Bucks, HP13 6AE, United Kingdom and whose VAT number is 494608315 ("**We**", "**Us**", or "**Our**").

(2) **Subscriber** (as defined below).

**1. Definitions**

1.1 The definitions and rules of interpretation in this clause apply in these terms and conditions ("**Conditions**"):

"Commencement Date"	means the date on which <b>We</b> start to provide any of the Services to <b>Subscriber</b> under the Contract;
"Contract"	means the <b>Subscriber's</b> Order and <b>Our</b> acceptance of it under these Conditions;
"Intellectual Property Rights"	means all intellectual property rights recognised from time to time anywhere in the world including, without limitation, all patents, trade marks, registered designs, design rights (whether or not registered) and copyrights, any applications for any of the above, and all rights in respect of inventions, drawings, plans, specifications, designs and computer software and hardware, database rights and rights to extract or exploit data and all know-how and confidential processes, methods and information, and all trade secrets and rights of confidence;
"Fees"	means the fees (inclusive of any applicable value added taxes) for provision of the Services specified on the Web Site;
"Order"	means <b>Subscriber's</b> order placed on <b>Our</b> online order form or in email correspondence with <b>Us</b> , for subscription to any of the Services;
"Project"	means the green indexing programme for companies incorporated in England and Wales;
"Services"	means those research studies on <b>Subscriber</b> and the publication of the results, online and in print, as part of the Project, provided by <b>Us</b> to <b>Subscriber</b> under the Contract via the Web Site or any successor or replacement web site;
"Subscriber"	means a company incorporated in England and Wales, Scotland or Northern Ireland paying for a subscription to the Services;
"Web Site"	means the web sites including but not limited to those with the following URLs: <b>www.bestgreencompanies.co.uk</b> and <b>www.munroglobal.net</b> ;
"Web Terms and Conditions"	means the terms and conditions of the Web Site.

## 2. The Services

- 2.1 **We** shall use **Our** reasonable endeavours to provide **Subscriber** with the Services set out in the Order.
- 2.2 **We** shall provide each **Subscriber** with a user identification and a password for use in accessing the relevant Services.
- 2.3 **We** shall provide a help desk that may be contacted by **Subscriber** on the telephone number set out on the Order, or as otherwise published by **Us** from time to time.
- 2.4 **We** reserve the right to add, delete or modify any of the Services and these Conditions at **Our** sole discretion. Any such changes shall become effective when **We** place the amended Conditions on the Web Site or when **We** otherwise notify **Subscriber** of the changes in writing.

## 3. Payment

- 3.1 The Fees for the Services shall be as specified on the Web Site. **We** reserve the right to change prices published on the Web Site at any time.
- 3.2 **Subscriber** shall pay **Us** the Fees in advance, as set out on the Order. The Fees will be due in cleared funds on or before the Commencement Date.

## 4. Subscriber's Responsibilities

- 4.1 **Subscriber** shall:
  - 4.1.1 comply with the Web Site Terms and Conditions;
  - 4.1.2 not use the Services for any criminal or unlawful activity;
  - 4.1.3 not introduce any virus, logic bomb, harmful code or trojan horse to the Services;
  - 4.1.4 comply with all of **Subscriber's** obligations in **Subscriber's** agreement with **Subscriber's** internet service provider (including any internet acceptable use policies);
  - 4.1.5 comply with all applicable laws, regulations and conventions;
  - 4.1.6 promptly notify **Us** if **Subscriber** suspects or becomes aware of any unauthorised use of the Services;
  - 4.1.7 not attempt to interfere with the Services.
  - 4.1.8 keep **Subscriber's** user identification and password strictly confidential and not allow any third party to use them to access the Services; and
  - 4.1.9 promptly notify **Us** if **Subscriber** suspects or becomes aware of any unauthorised use of **Subscriber's** user identification or password.

## 5. Liability

- 5.1 This condition 5 sets out **Our** entire financial liability (including any liability for the acts or omissions of its employees, agents and sub-contractors) to **Subscriber** in respect of:
  - 5.1.1 any breach of the Contract;
  - 5.1.2 any use made by **Subscriber** of the Services or any part of them; and
  - 5.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 5.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

- 5.3 Nothing in these Conditions limits or excludes **Our** liability:
- 5.3.1 for death or personal injury resulting from negligence; or
  - 5.3.2 for any damage or liability incurred by **Subscriber** as a result of fraud or fraudulent misrepresentation by **Us**
- 5.4 Subject to condition 5.2 and condition 5.3:
- 5.4.1 **We** shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for:
    - 5.4.1.1 loss of profits; or
    - 5.4.1.2 loss of business; or
    - 5.4.1.3 depletion of goodwill and/or similar losses; or
    - 5.4.1.4 loss of anticipated savings; or
    - 5.4.1.5 loss of goods; or
    - 5.4.1.6 loss of contract; or
    - 5.4.1.7 loss of use; or
    - 5.4.1.8 loss of corruption of data or information; or
    - 5.4.1.9 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
  - 5.4.2 **Our** total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited the price paid for the Services.

## 6. Intellectual Property Rights

- 6.1 All the Intellectual Property Rights in the Services or in material or information contained in the Services and all derivative works created therefrom are **Our** property or the property of **Our** licensors. **We** grant to **Subscriber** for the duration of the Contract a revocable, non-exclusive, non-transferable licence to use the Services strictly in accordance with the Contract. If the Contract is terminated, this licence will automatically terminate.
- 6.2 **Subscriber** shall:
- 6.2.1 not use the Services on behalf of or for the benefit of any third party whatsoever;
  - 6.2.2 not use or copy any material, information or data contained in the Services except to the extent necessary to receive the Services;
  - 6.2.3 not decompile, disassemble or otherwise reverse engineer any of the Services, save as permitted by law;
  - 6.2.4 not modify any of the Services in any way or create derivative works of the Services;
  - 6.2.5 keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to **Subscriber** by **Us**, **Our** employees, agents or sub-contractors and any other confidential information concerning **Our** business which **Subscriber** may obtain. **Subscriber** shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of disclosing **Subscriber's** obligations to **Us**, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind **Subscriber**.

- 6.3** We will indemnify **Subscriber** and keep **Subscriber** indemnified against all direct losses, claims, damages and expenses (including reasonable legal expenses) **Subscriber** incurs in relation to any third party claim that **Subscriber's** use of the Services (or any part thereof) constitutes infringement of any intellectual property rights owned by a third party provided that:
- 6.3.1** **Subscriber** promptly notifies **Us** in writing of any infringement or allegation of infringement and in any event not later than 30 (thirty) days after **Subscriber** becomes aware of such infringement or allegation; and
- 6.3.2** **Subscriber** allows **Us** to conduct all negotiations and proceedings; and
- 6.3.3** **Subscriber** gives **Us** reasonable assistance, information and authority as we may require to perform **Our** obligations under this clause; and
- 6.3.4** **Subscriber** makes no admission relating to the infringement or alleged infringement.
- 6.4** If a claim of infringement is made or **We** believe is likely to be made in respect of the Services and any data therein, **We** shall have the right but not the obligation to procure for **Subscriber** the right to continue using the Services and any data therein or to modify the same in any way that it becomes non-infringing provided that the Services and any data therein remains capable of performing substantially the same functions and facilities as that originally supplied. Exercise of the right under this clause 6.4 shall be in full and final settlement of **Our** indemnity to **Subscriber** in respect of the infringement or allegation of infringement.
- 6.6** This condition 6 shall survive termination of the Contract, however arising.

## **7. Termination**

- 7.1** The Contract shall commence on the Commencement Date and shall terminate automatically on the completion of the Project.
- 7.2** **We** may, without liability, suspend the provision of any or all of the Services to **Subscriber** if:
- 7.2.1** **Subscriber** is in breach of any of **Subscriber's** obligations under the Contract; or
- 7.2.2** **Subscriber** fails to make any payment when it is due under the Contract after receiving 14 days' written notice from **Us** to do so.
- 7.3** Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately by serving written notice on the other party if:
- 7.3.1** the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- 7.3.2** an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the other party; or
- 7.3.3** an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- 7.3.4** a receiver is appointed of any of the other party's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
- 7.3.5** the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
- 7.3.6** the other party ceases, or threatens to cease, to trade; or

- 7.3.7 the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 7.4 If the Contract is terminated by **Subscriber** under clause 7.3, **We** shall only refund to **Subscriber** the Fees already paid as a result of exceptional circumstances arising as described in clause 7.3. **Subscriber** shall not be entitled to any refund of the Fees if the Contract is terminated by **Us** under clause 7.3 or by either party for any other reason.
- 7.5 Termination or expiry of the Contract will not affect any accrued rights or liabilities of either party.

## 8. Terms for Online Sales

- 8.1 Payment of the Fees may be made online by credit card under an independent secure payment system or by requesting an invoice to be sent by e-mail to **Subscriber's** specified contact and such invoice shall be paid by crossed cheque made payable to "Munro Global Limited" and shall be sent by first-class post to the following address: Munro Global Ltd, Accounts Department, Discovery House, Aveling Road, High Wycombe, Bucks, HP13 6AE.
- 8.2 When **Subscriber** places an Order online **We** will treat it as an offer to buy access to the Services. **We** will send **Subscriber** a confirmation e-mail with **Subscriber's** reference number within 48 hours of **Subscriber's** initial registration to use the Services. However, **We** will be entitled to refuse to accept **Subscriber's** order, at **Our** sole discretion, in which case **We** will notify **Subscriber** of the same via e-mail.
- 8.3 In deciding whether to accept **Subscriber's** Order, **We** may use the information **Subscriber** has given to **Us**, or **We** already hold about **Subscriber**, or which **We** receive from any enquiry **We** may make with **Our** credit checking company to confirm **Subscriber's** identity. The credit checking company will check any details **We** disclose to them against any database (public or private) to which it has access and will keep a record of that check. The credit checking company will also retain this information and may use it in the future to assist other companies with identity verification. This assists **Us** to protect **Subscriber** and **Us** from fraudulent transactions. If **We** decline **Subscriber's** offer on security grounds **We** may contact **Subscriber** to seek an alternative payment method.
- 8.4 The Contract will be formed when **We** send **Subscriber** an e-mail acknowledging receipt in **Our** account of **Subscriber's** payment in cleared funds and the email will also contain **Subscriber's** user identification and password that will allow **Subscriber** to use the Services. **Our** email to **Subscriber** will be sent out under a secure e-mail link.
- 8.5 If **We** are unable for any reason to supply access to the Services ordered and paid for by **Subscriber** within 7 business days of our receiving cleared funds, **We** will refund to **Subscriber** the fees paid for such access within a further 7 business days.
- 8.6 **We** reserve the right to cancel any accepted Order prior to delivery, at **Our** discretion (whether or not **Subscriber's** credit card has already been charged or **Subscriber's** cheque has been banked and has cleared). If **Subscriber's** credit card has already been charged or their cheque banked and cleared and the order is cancelled **We** will upon confirmation of the same, issue an appropriate credit to **Subscriber's** credit card account or send to **Subscriber** a cheque in the sum debited from **Subscriber's** account.

## 9. Data Protection

- 9.1 **Subscriber** acknowledges and agrees that details of **Subscriber's** name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by **Us** and on **Our** behalf in connection with the Services.

## 10. General Terms

- 10.1** Except as set out in clause 2.6, any variation to the Contract or these Conditions must be specifically agreed by both parties in writing.
- 10.2.1** **Subscriber** shall not, without **Our** prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of **Subscriber's** rights or obligations under the Contract.
- 10.2.2** **We** may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of **Our** rights or obligations under the Contract.
- 10.3** No delay, neglect or forbearance on **Our** part in enforcing any provision of the Contract will be deemed to be a waiver or in any way prejudice any of **Our** rights.
- 10.4** If any provision of the Contract is, for any reason, held to be unenforceable, illegal or otherwise invalid in any way, the unenforceable, illegal or invalid provision will not affect any other provision of these Contract and those provisions will continue in full force and effect and the unenforceable, illegal or invalid provision shall be deemed to be rewritten to provide the maximum benefit originally intended which is enforceable, legal and valid.
- 10.5** All notices given to **Us** under the Contract must be sent to **Our** address, fax number or e-mail address set out below, or any other address that **We** may notify to **Subscriber** from time to time in accordance with this clause. All notices given to **Subscriber** under the Contract must be sent to **Subscriber's** address, fax number or e-mail address set out on the Order or provided by **Subscriber** as part of the on-line registration process on first use of the Services, or any other address that **Subscriber** may notify to **Us** from time to time in accordance with this clause. **Subscribers** may notify **Us** of a change to their address for service by email sent to **Our** email address set out below. All notices may be delivered personally, or sent by first class prepaid post, by fax or by e-mail and will be deemed to have been served: if by hand, when delivered; if by first class post, 48 hours after posting; if by fax, when dispatched provided that the sender's fax machine produces automatic confirmation of error free transmission to the intended recipient; and if by e-mail when received.
- 10.6** In case of enquiries **Subscriber** should contact:  
Best Green Companies  
c/o Munro Global Limited  
Hill House, Highgate Hill  
London. N19 5NA  
United Kingdom  
email: euan@bestgreencompanies.co.uk  
Tel: +44 (0) 207 281 3383  
Fax: +44 (0) 207 272 4468  
Company Number: 05533776
- 10.7** Nothing in the Contract confers or purports to confer on any person who is not a party to the Contract any rights under the Contracts (Rights of Third Parties) Act 1999 of England and Wales, or any other right, to enforce any term or provision of the Contract.

- 10.8** The Contract shall be governed in accordance with the laws of England and Wales and both **Subscriber** and **We** agree to submit to the non-exclusive jurisdiction of the English and Welsh courts. However, nothing in this clause will prevent **Us** from applying for and obtaining injunctive relief or enforcement of any order of an English and Welsh court in any other country or jurisdiction.
- 10.9** The Contract contains the entire agreement and understanding of the parties in relation to the use of the Services and supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of the Contract.
- 10.10** **We** shall have no liability to **Subscriber** under the Contract if **We** are prevented from or delayed in performing **Our** obligations under the Contract or from carrying on **Our** business by acts, events, omissions or accidents beyond **Our** reasonable control, including strikes, lock-outs or other industrial disputes (whether involving **Our** workforce or the workforce of any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.
- 10.11** The Sunday Times and its parent company News International, together with Bureau Veritas and Munro Global and their parent and subsidiary companies are excluded from the Best Green Companies competition.