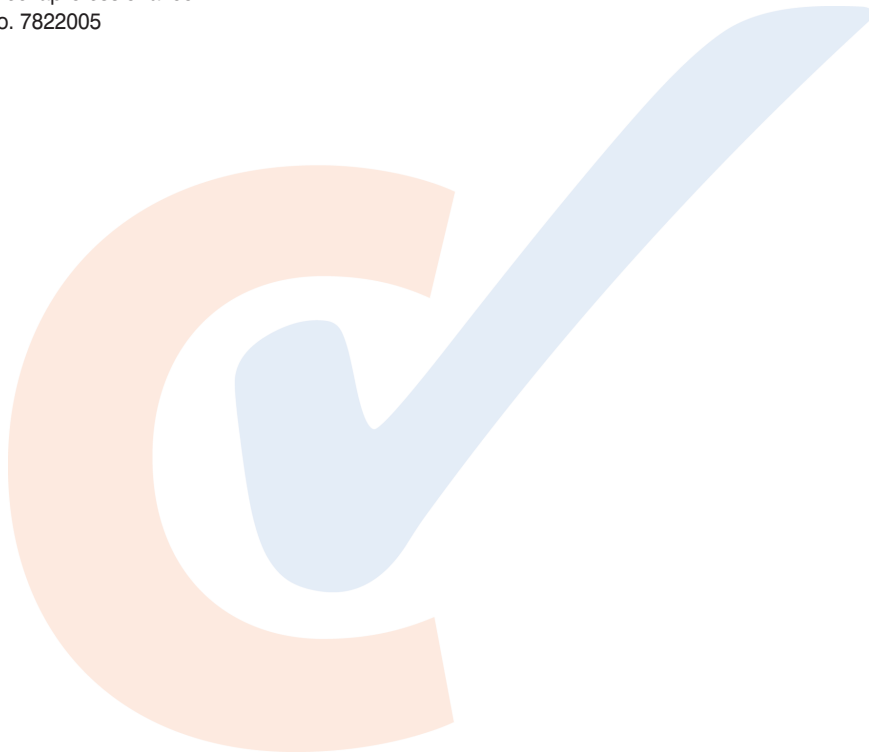


## Membership Form

Checkaprofessional.com Ltd  
16 Sherrington Mews • Ellis Square  
Selsey • West Sussex • PO20 0FJ

Tel 0808 901 9042  
Fax 01243 601246  
email [info@checkaprofessional.com](mailto:info@checkaprofessional.com)  
Web [www.checkaprofessional.com](http://www.checkaprofessional.com)  
Company No. 7822005



Company Name

Membership ID

### Where did you hear about Checkaprofessional.com?

- |  |                          |                                      |                          |
|--|--------------------------|--------------------------------------|--------------------------|
| Advertisement                          | <input type="checkbox"/> | Radio                                | <input type="checkbox"/> |
| E-mail/Newsletter (which organisation) | <input type="checkbox"/> | Website/Search Engine                | <input type="checkbox"/> |
|  |                          | You Tube                             | <input type="checkbox"/> |
| Facebook                               | <input type="checkbox"/> | Scheme/Regulatory Body (Please name) | <input type="checkbox"/> |
| Twitter                                | <input type="checkbox"/> |                                      |                          |
| Magazine Articles                      | <input type="checkbox"/> | Checkatrade.com Website              | <input type="checkbox"/> |
| Newspaper                              | <input type="checkbox"/> | Checkatrade.com Directory            | <input type="checkbox"/> |
| TV Sponsorship                         | <input type="checkbox"/> | Checkatrade.com Member               | <input type="checkbox"/> |

Where reputation matters

# You & your profession

## Names & Contact Details

Company Name

Owners Name

Partner/s Name/s

Registered Company Address (inc: Post Code)

Tel

Fax

Mobile

E.mail

Web Site

Home Address (if different from above & inc: Post Code)

Less than 3 years at current home address please supply

Previous address inc: Post Code

## Company Details

Sole Practitioner  Partnership (How many)

(Partner details if not already listed,  
or other professionals in company)

Limited Company No

1

2

VAT Registration No

3

4

5

If Limited please supply Directors names:

1st

2nd

3rd

Company Secretary

## Qualifications & Areas Studied

**COPIES OF CERTIFICATES MAY BE REQUIRED**

1. Name

Qualification/s Achieved

University/Area of Study (including dates & course)

Regulatory body/scheme member

2. Name

Qualification/s Achieved

University/Area of Study (including dates & course)

Regulatory body/scheme member

3. Name

Qualification/s Achieved

University/Area of Study (including dates & course)

Regulatory body/scheme member

4. Name

Qualification/s Achieved

University/Area of Study (including dates & course)

Regulatory body/scheme member

5. Name

Qualification/s Achieved

University/Area of Study (including dates & course)

Regulatory body/scheme member

# Work areas & declaration

## Profession / type of organisation

Profession/organisation type (3)  
Other categories covered

(1) (4)

(2) (5)

## Self Declaration

1. Have you had any past convictions? Yes  No  If 'Yes' please specify:

2. Do you or your company have outstanding County Court Judgements, IVA, or has any partner ever been declared bankrupt? Yes  No

## Documentation Required for Membership

Reason for Joining Marketing  Credibility

1. Photo ID - Type No. DOB / /

2. Photo ID - Type No. DOB / /

3. Photo ID - Type No. DOB / /

4. Photo ID - Type No. DOB / /

5. Photo ID - Type No. DOB / /

D/L = Driving Licence P/P = Passport Other please state

(enc/attached)  (sent under separate cover)

References  (enc/attached)  (sent under separate cover)

Qualifications/Certification  (enc/attached)  (sent under separate cover)

Customer Complaint Procedure

(enc/attached)

(sent under separate cover)

N/A

UTR  (enc/attached)  (sent under separate cover)

Utility Bills  (enc/attached)  (sent under separate cover)

Insurance

Professional Indemnity

Public Liability

Employers Liability

## Subscription Costs

Payment via  Cheque  Credit / Debit Card    7th  14th  21st  28th

Amounts and dates will be confirmed in writing before they start.

Website Membership £ .

Sub Total £ .

Discount if applicable £ .

Sub Total £ .

VAT £ .

**TOTAL** £ .

Amount paid with this Application £ .

Notes:

### Exclusive Deals

Allow my contact details to be given to specific companies for exclusive Checkaprofessiona.com deals. Full details can be found on the members area website.

opt in  opt out

I authorise Checkaprofessional.com to carry out Credit Checks when/if required.

YES  NO

**Authorised Signature**

**Date** / /

**Print Name**

**By signing the Application for Membership, the Customer has entered into an agreement with Checkaprofessional.com (see Terms & Conditions).**

**By signing this agreement, this is not an offer of membership. Checkaprofessional.com reserve the right to refuse/decline any applications without reason being given.**

I hereby confirm that the information given on this form is correct and take responsibility for any wrong/misleading information given. I have read and agree to the terms and conditions on the back of this form. I agree to allow my details to be given to the general public via: telephone, internet web site and/or printed newspapers/media. I/we commit to follow the Checkaprofessional.com: CODE OF ETHICS & CONDUCT.

# References Form

As part of your application process to become a full member of Checkaprofessional.com, please provide 4 previous client and 2 other professionals for us to write to. Other professionals can include a bank Manager or your company Accountant.

**1. Client Name**

**Address**

**Postcode**

**Phone Number**

**Email**

**2. Client Name**

**Address**

**Postcode**

**Phone Number**

**Email**

**3. Client Name**

**Address**

**Postcode**

**Phone Number**

**Email**

**4. Client Name**

**Address**

**Postcode**

**Phone Number**

**Email**

***Fellow Professional Name/Company Name***

**1 Name**

**Address**

**Postcode**

**Phone Number**

**Email**

**2 Name**

**Address**

**Postcode**

**Phone Number**

**Email**

**Save this application and attach to an email to: [info@checkaprofessional.com](mailto:info@checkaprofessional.com)**

# TERMS AND CONDITIONS

## AGREEMENT:

The agreement between the Customer and the Company constituted by the completed Application Form / Contract.

## CUSTOMER:

Person / Entity identified as such and whose details are set out on the Application Form / Contract.

## CONDITIONS:

Standard terms and conditions set out herein. These conditions may be amended substituted or supplemented from time to time by the Company upon reasonable notice.

## DATA:

The submitted information given by the Customer on the Application Form / Contract. Proof and Vetting Information Form, which will constitute the copy for their entries on the database.

## THE COMPANY:

Checkaprofessional.com Ltd, 16 Sherrington Mews,  
Ellis Square, Selsey, West Sussex, PO20 0FJ.  
Registered no: 7822005.

## THE DATABASE:

Internet database listings available to the public via the internet. Computer database listings available to the public via telephone.

## USER:

Persons or entities calling by telephone the Information Line, or visiting the Database via the internet.

## MARKETING MATERIAL:

Materials provided by the Company to the Customer including but not limited to: any digital versions of the Company logo or other digital materials, Certificates and Reputation Report Cards.

## VAT:

Value added tax at current English rate.

## AGREEMENT

- a. By signing the Application Form / Contract the Customer has made an irrevocable offer to the Company to enter into this agreement. The Company shall be entitled to refuse the Customer's offer and this agreement shall not commence until the Company has confirmed acceptance of your offer.
- b. This Agreement shall commence from the date of the invoice confirming acceptance of your offer and span for the term specified (Term), both of which are recorded on the Application Form / Contract. The Term shall automatically renew on each anniversary unless the Company receives three months written notice to cancel expiring prior to any anniversary of the commencement date. Any changes required to any details held by the Company and provided to any user must be notified in writing to Checkaprofessional.com 30 working days prior to any details being amended on the database, or any online materials are amended.
- c. Any renewal of the Agreement beyond 12 months shall be at the absolute discretion of the Company which shall not be obliged to give any reason for declining a renewal and may withdraw without notice at the end of any anniversary of the commencement date.
- d. When the Application Form / Contract has been signed by the Customer, this agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement.
- e. The Customer confirms that it has not entered into this agreement upon reliance of any representation made by the Company other than those which are in writing. All descriptions and other information in the Company's catalogues and publicity material are illustrations only and do not form part of this Agreement.
- f. No variation of this agreement shall be binding unless agreed in writing between a director of the Company and the Customer.
- g. No Agreement exists between the parties until payment of any initial invoice issued on commencement is received in cleared funds and the Company has completed its vetting checks and has confirmed in writing that the customer has been accepted.

## THE DATABASE

- a. The Company provides a service to deliver the Data they have been given to Users in the form of an entry in the Database available through the internet and also verbally over the telephone when the User calls the information line. Also in any publicity/promotional material the Company procures to promote the service including newspapers, newspaper articles, digital media, radio and Television.
- b. The Company shall at its absolute discretion respond to telephone and email requests from Users for information as to Customers.

## PRICE

- a. Price will be as agreed on the signed Application Form / Contract. Any variation may only be agreed in writing between a director or Manager of the Company and the Customer.
- b. Any change of VAT rate between the signing of the Application Form / Contract Form and the commencement date will be charged to the customer at the prevailing rate upon commencement.

## PAYMENT

- a. Unless otherwise agreed in writing between the Company and Customer payments will be as detailed on the Application Form / Contract. Any payment with order will be by cheque and any other further payments to be made by Direct Debit arrangement with the Customer Bank / Building Society.
- All deposits taken are non refundable.
- b. Any discounts given by the Company are at the Company's discretion to cancel and shall only be valid if provided in writing by an authorised agent of the Company and upon such terms as stated once confirmed by a Director or Manager of the Company.
  - c. Without prejudice to any right of the Company, we shall be entitled to charge interest on all overdue payments at a rate of 5 per cent per annum above the base rate at Barclays Bank, such Interest to accrue daily from the date the amount is due until it is paid in full.
  - d. Payment shall be made on the signing of this Agreement, unless specific agreement is made for payment by instalments as set out overleaf. Failure to meet any one instalment shall mean that the full balance payable under the Agreement becomes due and payable forthwith.
  - e. Accepted payment methods are: Cheque/Credit Card/Debit Card or BACS. All to be paid within agreed timescale (usually within 20 days from invoice date), payment after agreed date may occur in loss of any discount given.
  - f. Direct Debit payments will be collected over a 4 month period. Payments that are rejected by paying bank for whatever reason will be requested to be paid by Debit Card/Credit Card/Cheque, or a further claim by Direct Debit will automatically be made within 7 days.
  - g. Non payment will result in suspension of membership.

## INDEMNITIES

a. The Customer shall indemnify the Company and keep the Company fully and effectively indemnified against all costs, claims and liabilities of any nature arising out of any connection made between the Customer and the User or any third party involved.

## LIABILITIES OF THE COMPANY

The following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

- (a) Any breach of the Contract howsoever arising; and
- (b) Any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising out of or in connection with the Contract.

All warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.

Nothing in these conditions excludes or limits the liability of the Supplier for:

- (a) Death or personal injury caused by the Supplier's negligence; or
  - (b) Fraud or fraudulent misrepresentation.
- Subject to conditions set out at (a) and (b) directly above:
- (a) The Company shall not in any circumstances be liable, whether in tort (including for negligence or breach of statutory duty howsoever arising), contract and misrepresentation (whether innocent or negligent) or otherwise for:

- (i) Loss of profits; or
  - (ii) Loss of business; or
  - (iii) Depletion of goodwill or similar losses; or
  - (iv) Loss of anticipated savings; or
  - (v) Loss of contract; or
  - (vi) Loss or corruption of data or information; or
  - (vii) Any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- (b) The Supplier's total liability in contract, tort (including negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the total fees received from the Customer under this agreement to date.

## USE OF DATA

- a. The Customer irrevocably gives permission for the Company during the term of this Agreement to use the Data in accordance with the Agreement.
- b. The Company reserves the right to publish on its website or elsewhere any feedback provided to it. Before publishing any information, the customer will be given an opportunity to comment and the Customer's comments will also be included on the website.
- c. The customer authorises the Company to publish such information on its website or elsewhere.
- d. The Company shall not be liable to the Customer for damages or any losses suffered as a result of the publication or customer's feedback on its website or elsewhere.
- e. The Company reserves the right to suspend membership of the Customer in the event that the Customer does not comply with the Code of Ethics and Conduct.
- f. The use of Checkaprofessional.com logo/marketing materials is permitted ONLY whilst full membership is held and all fees have been paid up to date. All items containing the Company brand or trademarks should be removed immediately if membership expires or terminated. Failure to do so is an infringement of the trademark in accordance with the "Trademarks act 1994" and we may inform Trading Standards or any other applicable authority and you shall indemnify the Company against any costs and damages involved in enforcing the Company's rights and interests.

## CUSTOMER'S WARRANTIES

- a. The Customer warrants to the Company that the Data is accurate in all aspects is not misleading and shall keep the Company informed promptly of any matters that could affect their Database listing or: and neither the use or possession of any Data by the Company nor the exercise of any right granted to the Company infringes any right of any third party.
- b. The Customer agrees to conduct his services to the User according to the following guidelines: the Code of Ethics and Conduct (as detailed on the reverse of the Vetting Information Form), in accordance with best practise in your particular sector and in good faith compliance with any applicable codes and regulations associated with your profession whether mandatory or otherwise

## TERMINATION

- a. This Agreement may be terminated forthwith by the Company on giving notice in writing to the Customer under the following circumstances:
  - (i) The Customer has committed a breach of any of its obligations under the Agreement.
  - (ii) The Customer go into liquidation or
  - (iii) Have a receiver or administrator appointed, or
  - (iv) Commit any act of bankruptcy
  - (v) The Customer ceases, or threatens to cease, to trade or they are refused professional indemnity insurance or are removed from any professional body or accreditation or
  - (v) Shall die.
- b. Termination of this Agreement shall be without prejudice to the rights of either party, which accrued prior to the date of termination.
- c. Termination of this Agreement may be made by the Company if the Company considers that the Customer has not conducted his services to the User within the Terms of the Code of Ethics and Conduct, (as detailed on the TERMS AND CONDITIONS reverse of the Vetting Information Form) or in accordance with their professional rules of conduct.
- d. The Company has the right to Terminate this Agreement immediately if the Company discovers that information provided on the Application Form / Contract, or Vetting Information Form is inaccurate, misleading, false, or, if reports provided on Marketing Material have been falsified. You are obliged to ensure that your details remain accurate and up to date throughout the Term.

## GENERAL

- a. The validity and performance of this Agreement shall be governed in all respects by the law in England.

**Save this application and attach to an email to: [info@checkaprofessional.com](mailto:info@checkaprofessional.com)**