



## TERMS OF BUSINESS FOR THE PROVISION OF LGBTBE® CERTIFICATION

### 1. INTRODUCTION

- 1.1. OutBritain Ltd, 15 Queen Street, Edinburgh, Scotland EH2 1JE, registered in Scotland (Company No. SC657358), “**OutBritain**” is the UK’s first LGBT+ Chamber of Commerce. OutBritain features corporate and government partners expressly looking to do business with certified Lesbian Gay Bisexual Transgender Business Enterprises (each a “**Certified LGBTBE®**”).
- 1.2. OutBritain seeks B2B opportunities and strategic partnerships for Certified LGBTBE®s.
- 1.3. The Certified LGBTBE® qualification process is run through the OutBritain Certification Portal.

### 2. WHAT THESE TERMS COVER

- 2.1. These terms and conditions cover materials and services provided to you by OutBritain from time to time.
- 2.2. In relation to the Certified LGBTBE® qualification (as defined below), these terms outline how organisations may qualify from time to time, how this contract may be ended or amended, what to do if there is a problem, and other important information.

### 3. CERTIFICATION

- 3.1. The standard against which assessment is measured is the same for all organisations. In order to become a Certified LGBTBE®, the organisations seeking certification must be:
  - (a) at least 51% owned and operated by an LGBT person or persons who are UK citizens or have indefinite leave to remain in the United Kingdom;
  - (b) a for-profit enterprise; and
  - (c) physically located in the United Kingdom,the “**Eligibility Criteria**”.
- 3.2. Organisations that satisfy the Eligibility Criteria must be approved by a National Certification Committee which meets no fewer than four times a year to review application forms with the aim of streamlining Certified LGBTBE® registrations (the “**Certification Committee**”).
- 3.3. Where a prospective organisation self-declares they can satisfy the Eligibility Criteria, they are advised to register via the “**OutBritain Portal**” (<https://portal.outbritain.co.uk>).
- 3.4. Upon registration, the prospective organisation shall be required to:
  - (a) complete the Certified LGBTBE® application form;
  - (b) submit all supporting documents requested;
  - (c) confirm availability for a site visit by OutBritain to corroborate the information in the application form and to enable OutBritain to learn more about the prospective organisation’s business.
- 3.5. Upon receipt of the information in paragraph 3.3 above, OutBritain shall have the following obligations:
  - (a) review the Certified LGBTBE® application form;
  - (b) review the Certified LGBTBE® supporting documents provided;
  - (c) confirm to the prospective organisation whether any additional information is required;
  - (d) make an OutBritain representative available to conduct a site visit;



- (e) pass the application form and supporting documents (including any notes taken on the site visit) to the Certification Committee for review;
- (f) take all efforts to ensure that the Certification Committee review the application as soon as reasonably practicable;
- (g) provide updates to the prospective organisation upon request or in the event information has been provided to OutBritain by the Certification Committee for on-sending;
- (h) notify the prospective organisation when the application under paragraph 3.1 has been approved.

#### 4. FEES

- 4.1. OutBritain is a for-profit organisation, recovering fees from services provided to prospective organisations.
- 4.2. Fees charged in relation to the Certified LGBTBE® programme shall be presented to and agreed with applicant organisations during registration via the OutBritain Portal.
- 4.3. Typically, fees include the cost of the certification and the administration of the programme by OutBritain and are dependent on the size of the organisation as follows:

Size of organisation	Certified LGBTBE® Fee
Sole Trader	£250
2 - 1000 employees	£450

- 4.4. The Certified LGBTBE® Fee shall be required to be paid at the time of registration via the OutBritain Portal.
- 4.5. OutBritain shall have the right to waive the Fee from time to time as it sees fit in its own discretion.

#### 5. USE OF LOGOS

- 5.1. The Certified LGBTBE® shall be an approved organisation for the purposes of applying the OutBritain logo and/or Certified LGBTBE® logo provided to it for use only in respect of the Certified LGBTBE® accreditation, each a “**logo**” and together the “**Logos**”.
- 5.2. Logos provided and any accompanying certification marks may be applied only with regard to the organisation named on the certificate. Associate companies of the certificated organisation shall not be permitted to display or make any reference to the organisation’s certification status.
- 5.3. Logos and any accompanying certification marks may be applied only with regard to the organisation’s address as named on the certificate. Use of the relevant logos shall only be permitted following issuance of the certificate after admittance by the Certification Committee.
- 5.4. Logos may be used for business adverts, in formal business emails (but not on bulk emails or unsolicited emails), in advertising material and promotional merchandise provided the consent of OutBritain is sought in writing in advance of use.
- 5.5. The certified organisation must not stretch or distort the logo, change the colour of the logo, change the lettering or wording, make the logo bigger or more prominent than the logo in the Certified LGBTBE® certificate.
- 5.6. The certified organisation shall not be permitted to use the logo at any time for commercial benefit and shall not be permitted to reduce or amend the Logos.



5.7. The use and display of Logos by a Certified LGBTBE® shall be covered by the laws of copyright in England and Wales.

## 6. DECISIONS

- 6.1. In the event that a prospective organisation does not agree with the outcome of the Committee Review, then the prospective organisation has the right to lodge a complaint or appeal to the Certification Committee.
- 6.2. In the event that a prospective organisation takes issue with OutBritain's processes, or personnel behaviour, the right of complaint shall be to the Directors of OutBritain registered at Companies House at the date the complaint arises.

## 7. LIABILITY

- 7.1. Neither OutBritain nor a prospective Certified LGBTBE® shall have liability under or in connection with this contract unless excluded or limited liability is not permitted by law.
- 7.2. Neither OutBritain nor the prospective organisation shall be liable for the loss of profit or any indirect or consequential loss arising under or in connection with these terms of business.
- 7.3. The liability of a prospective organisation to OutBritain in respect of all other losses arising under or in connection with the contract, shall not exceed an amount equal to the total fees payable by OutBritain in respect of the Certified LGBTBE® programme.

## 8. FORCE MAJEURE

- 8.1. The prospective organisation is obliged to pay the Fees however neither OutBritain nor the prospective organisation shall be in breach of these terms of business if it is not possible for the obligations to be performed. The affected party shall be entitled to a reasonable extension of the time for performing such obligations. The party not affected may terminate the contract by giving 14 days written notice to the other party if the period of nonperformance continues for eight weeks.

## 9. PARTNERSHIP AND AGENCY

- 9.1. There is no intention within this contract to create a legal partnership between OutBritain and any prospective organisation and neither shall have the authority to act in the name of or to bind the other in any way.

## 10. NO ASSIGNMENT

- 10.1. By signing these terms of business, each of OutBritain and the prospective organisation confirms it is acting on its own behalf and not for the benefit of any other person.
- 10.2. In the event the prospective organisation requires the assignment, subcontracting, charge, or transfer of or all of its rights and obligations under these terms of business (including but not limited to) an assignment of the Certified LGBTBE® certificate, it shall be obliged to communicate with OutBritain to ascertain whether re-application with via the OutBritain Portal and the Certification Committee.

## 11. CONFIDENTIAL INFORMATION

- 11.1. Where (i) information of a confidential nature relating to OutBritain is disclosed to a prospective organisation; or (ii) information of a confidential nature relating to a prospective organisation is disclosed to OutBritain, "**Confidential Information**" shall not include information that:
  - (a) to the extent required by law, or by any Governmental or other regulatory authority or accreditation authority, or by a court or other authority of competent jurisdiction;
  - (b) was known to the prospective organisation before it was disclosed to OutBritain.



- (c) is for the purpose of exercising or performing rights and obligations under the contract;
  - (d) is or becomes generally available to the public, other than as a result of its disclosure in breach of the contract.
  - (e) has not been treated as confidential or each of OutBritain and the prospective organisation have agreed is non-confidential or may be disclosed;
  - (f) shared with the Certification Committee for the purpose of registering the organisation against the relevant standard and this information will be in the public domain.
- 11.2. For the avoidance of doubt, under paragraph 11.1(f), OutBritain will not be required to notify a prospective organisation of such disclosure and will not be required to oppose any demand made by such entities.

## **12. ENTIRE AGREEMENT**

- 12.1. Each of OutBritain and the prospective organisation knows that it has not relied on, and shall have no remedy in respect of, any statement, warranty or understanding that is not set out in the contract.
- 12.2. Nothing in this clause shall limit or exclude any liability for fraud. The contract constitutes the entire agreement between OutBritain and the prospective organisation in respect of the Certified LGBTBE® programme and extinguishes all previous drafts, whether written or oral, relating to the subject matter.
- 12.3. Any inconsistencies between any of the provisions of the purchase proposals your standard conditions of purchase or any other document stated to be produced relating to the services or the contract, the provisions of this contract will prevail.
- 12.4. No variation of or amendment to these terms of business will be effective unless in writing and signed by an authorised representative of OutBritain and the prospective organisation.

## **13. GOVERNING LAW**

- 13.1. The terms of this agreement shall be confidential and shall be governed by English law.