

Terms & Conditions of use for NCASS Membership, websites, training and services



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Website Use

Introduction

Trade Management Services Ltd, and The Nationwide Caterers Association ('the Providers') nor any of their employees or agents shall be held liable for any improper or incorrect use of the information described and/or contained herein and assumes no responsibility for anyone's use of the information.

In no event shall The Providers or its employees be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement or substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of this system, even if advised of the possibility of such damage. This disclaimer of liability applies to any damages or injury, including but not limited to those caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behaviour, negligence or under any other cause of action.

Disclaimer of Warranties and Accuracy of Data

Although the data found using the Providers' access systems have been produced and processed from sources believed to be reliable, no warranty, expressed or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. This disclaimer applies to both isolated and aggregate uses of the information. The Providers and its agents provides this information on an 'as is' basis. All warranties of any kind express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, freedom from contamination by computer viruses and non-infringement of proprietary rights are disclaimed.

Disclaimer of Endorsement

The Providers and its agents are a distributor of content sometimes supplied by third parties and users. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, users, or others, are those of the respective author(s) or distributor(s) and do not necessarily state or reflect those of the Providers or its agents and shall not be used for advertising or product endorsement purposes. Reference herein to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not constitute or imply its endorsement, recommendation, or favouring by the Providers or its agents.

Disclaimer for External Links

The Providers and its agents are not responsible for the contents of any off-site pages referenced. The user specifically acknowledges that the Providers and its agents are not liable for the defamatory, offensive, or illegal conduct of other users, links, or third parties and that the risk of injury from the foregoing rests entirely with the user. Links from this web site to others on the World Wide Web do not constitute an endorsement from the Providers or its agents. These links are provided as an information service only. It is the responsibility of the web surfer to evaluate the content and usefulness of information obtained from other sites.

Advertising (paid or free)

- It is the Advertiser's responsibility to check the correctness of the Advertisement. The Advertiser warrants that any Advertisement submitted by it for publication shall comply with all applicable laws, legislation, regulations, codes of practice and is not an infringement of any other party's rights. The Advertiser hereby grants a world-wide non-exclusive, fully paid license to reproduce and display the Advertisement (including all contents, trademarks and brand features contained therein). The Advertiser will indemnify the Provider fully for all costs, expenses, damages or liability whatsoever (including legal costs and awards ordered against the Provider) in respect of any claim made against the Provider arising from the Advertisement or its publication or as a result of any breach or non-performance of any of the representations, warranties or other terms contained herein or implied by law.
- The Advertiser grants to the Provider the express right to reproduce throughout the world screen shots of all or part of any Provider's property containing all or part of any of the advertising materials supplied by the Advertiser to the Provider on or in any promotional or advertising material or campaign promoting or advertising the Provider.
- The Provider reserves the right in its absolute discretion to cancel any Contract or to omit or suspend an Advertisement (for example if it is libellous, unlawful, defamatory, pornographic, socially unacceptable, insensitive or otherwise contrary to editorial policy.)
- All contents of Advertisements are subject to the Provider's approval. The Provider does not undertake to review the contents of any Advertisements and any such review of and/or approval by the Provider will not be deemed to constitute an acceptance by the Provider that such Advertisement is provided in accordance with these Terms and Conditions nor will it constitute a waiver of the Provider 's rights hereunder. The Provider reserves the right at any time in its absolute discretion to (a) Reject or cancel any Advertisement, Order, URL link, space reservation or position commitment; or (b) Remove any Advertisement from any of the Provider's properties or any page.
- Except as otherwise expressly provided, positioning of Advertisements within the Provider's properties or on any page is at the sole discretion of the Provider, and the Provider will not be prohibited from also carrying Advertisements for any product or business competitive to the product or business of the Advertiser.
- The Provider does not warrant the date or dates of insertion of the Advertisement(s) and does not warrant that the Advertisement(s) will not be displayed after the end date specified. However, the Provider will use reasonable efforts to comply with the Advertiser's wishes in these regards.
- The Provider will exercise reasonable care and skill in the handling and publishing of the Advertisement but where the Advertisement is not published in the manner specified whether through any failure (technical or otherwise) or negligent act or omission on the part of the Provider or any third party, the Provider's liability will be limited (at the option of the Provider) to either:
 - publishing the Advertisement (or a replacement Advertisement if provided by the Advertiser) as soon as is reasonably practicable in the period following the period during which the Advertisement was scheduled to run and for such time as is necessary to generate a number of substitute impressions equal to the shortfall, or

- refund to the Advertiser that proportion of the amounts paid which relate to those Advertisements and/or impressions which were not provided or, if the relevant amounts were not paid by the Advertiser, agree that such amounts will not be due or payable. The Provider shall not be liable for any indirect, special or consequential loss or damage arising from any failure to publish an Advertisement as agreed with the Advertiser, including, but without limitation, any late or incorrect publication, any non-publication or inaccurate reproduction of the Advertisement, whether caused by the Provider's error or negligence or by any reason whatsoever. The Provider shall not be liable whatsoever in respect of any error or omission in respect of publishing the Advertisement which is not notified to the Provider in writing within one year of the actual publication date of the Advertisement.

Ordering / Sales / Shopping Cart

1. You are deemed to place an order with us by ordering via our online checkout process. As part of our checkout process you will be given the opportunity to check your order and to correct any errors. We will send you an order acknowledgement, detailing the products you have ordered.

2. Our acceptance of an order takes place when we despatch the order. When we despatch the order the purchase contract will be made even if your payment has been processed immediately, unless we have notified you that we do not accept your order, or you have cancelled your order.

3. We may refuse to accept an order:

- where goods are not available;
- where we cannot obtain authorisation for your payment;
- if there has been a pricing or product description error; or
- if you do not meet any eligibility criteria set out in our terms and conditions.

Pricing and VAT

All prices include VAT (where applicable) at the current rates. We reserve the right to express the price exclusive of VAT, but we shall show VAT separately and include it in the total price. Where we charge separately for packing, carriage and insurance and other relevant charges, the appropriate rates are set out in our specified pricing structure shown elsewhere on this Website. Our prices are reviewed periodically and are subject to change without notice.

Cancellation and returns of books or other products or services (not memberships)

If you wish to cancel your order:

You can notify us by email to sales@ncass.org.uk before we have dispatched the goods to you; or:

- Where goods have already been dispatched to you, by returning goods to us in accordance with the following clause below.
- You can return goods you have ordered from us for any reason at any time within 14 days of receipt for a full refund or exchange. The costs of returning goods to us shall be borne by you.
- Upon receipt of the goods we will give you a full refund of the amount paid, or an exchange credit as required.
- The rights to return the goods to us as referred to in clause 3 will not apply in the event that the product has been used or to any products that we have made or customised specifically **for you**.

Third Party Goods/ Sales or Services

Where orders are placed via our system but with a third party the Providers accept no responsibility for the order, goods or delivery thereof or subsequent loss or damage for any reason.

Where advice has been given via any of our third-party service providers NCASS or its agents accept no responsibility for the advice given or subsequent loss or damage from using the advice to the receiver of the advice.

NCASS Insurance

NCASS insurance is not a business operated by 'THE PROVIDERS', insurance cover is provided by our insurance partners which may change from time to time. Details of the current provider will be provided on the web site. No responsibility financial or in any other form is taken by the Providers for insurance contracts or advice provided by our insurance partners.

Disclaimer of Duty to Continue Provision of Data

Due to the dynamic nature of the Internet, resources that are free and publicly available one day may require a fee or restricted access the next, and the location of items may change as menus, home pages, and files are reorganized. The user expressly agrees that use of 'THE PROVIDERS's website is at the user's sole risk. The Providers and its agents do not warrant that the service will be uninterrupted or error free. The documents and related graphics published on this server could contain technical inaccuracies or typographical errors. Changes are periodically added to the information herein. The Providers and/or its respective programs may make improvements and/or changes in the information and/or programs described herein at any time.

Copyright

The Providers shall remain the sole and exclusive owner of all rights, title and interest in and to all specifically copyrighted information created and posted for inclusion in this system. Please send permission requests in writing to Trade Management Services Ltd., Lakeside Centre, 180 Lifford Lane, Kings Norton, Birmingham, B30 3NU, United Kingdom.

Linking to 'THE PROVIDERS's Website

Links to 'THE PROVIDERS's website are permissible, please e-mail for permission requests to linking@ncass.org.uk.

NCASS Terms and Conditions of NCASS Membership

The Nationwide Caterers Association (NCASS) is managed by Trade Management Services Ltd hereafter called 'TMS'. All commercial transactions are carried out by TMS. By completing the membership form either by hand, online or by phone with an NCASS employee or TMS you are agreeing to the terms and conditions of membership as detailed below:

Refusal of membership

TMS may refuse membership at their discretion without giving reason and will refund any amounts paid in respect of subscriptions or any other fees.

Annual Subscription

Members shall pay an annual subscription as is deemed fit by TMS for that period.

Annual subscriptions can be paid in several ways:

- By credit/debit card in full
- By cheque in full
- By continuous authority payment by credit / debit card in the form of a registration fee and an on-going monthly payment which will continue until it is cancelled by the member
- Cash

Please Note:

If you are paying by Continuous Payment Authority (CPA) you are entering into an ongoing contract until you cancel your membership in writing by recorded delivery or email. If your monthly payment fails, we retain the right to debit your credit/debit card daily until the payment has been met and if we cannot collect the payment after 60 days from the default day there will be a default payment of:

- In the first 6 months of membership 25% of the membership fee
- In the second 6 months of membership 15% of the membership fee

If the default payment cannot be collected via the credit/debit card used for the CPA, we reserve the right to pass the debt to a collection agency or take any other action we deem necessary to recover the debt, including the commencement of legal proceedings.

Code of Practice

By Joining NCASS and paying the annual subscription the member is agreeing to conform to the NCASS Codes of Practice which is supplied as part of your membership pack. Failure to do so may mean cancellation of membership.

Membership Commitment

Subject to the Articles and Memorandum, the member agrees to undertake to contribute an amount not exceeding £1 in the event that NCASS is wound up. The member understands that the obligation will bind them whilst they are a member and for one year after the membership ceases. If for any reason you are deemed not suitable for membership the membership fee will be returned in full.

Membership Benefits

As a member of NCASS, you are entitled to benefits as set out from time to time on the NCASS website and the information leaflets including products and services offered by supplier members as and when they are made available and subject to their individual terms and conditions. NCASS reserves the right to add, modify or delete membership benefits as it sees fit without prior notification to its members. If the membership expires, access to all member benefits including the online training courses will cease including courses which have been started but not finished.

Training Courses

Training courses that are provided as a part of the membership benefit package have additional fees attached, usually but not exclusively called Certificate Fees. These Certificate Fees are subject to change without notice, are implicit upon taking a course and are payable prior to the courses being commenced. Training courses that are provided as part of the membership benefits package must be completed during the membership period. If membership lapses for whatever reason, uncompleted courses will be suspended until the membership is renewed, or the course paid for at the full retail price. Under no circumstances are Certificate Fees refundable.

Membership Term

Membership is for a twelve-month period, commencing on the day of acceptance and will expire at 12am one year to the day from the date of acceptance.

Insurance

Members must be insured to a minimum indemnity level of £5 million public and product liability and £10 million employer's liabilities.

Renewal of Membership

We will contact you 30 days prior to the expiry of your membership, explaining the renewal procedure and the membership cost. For monthly payment or CPA members, your membership will run for a rolling period of 12 months at a time and your membership will automatically continue to renew every 12 months on the anniversary of your membership. To prevent the contract from rolling over for a further period of twelve months the member must inform us in writing either by recorded post or email a minimum of 14 days before the renewal date. NCASS reserves the right to charge for the full twelve-month period should the membership be cancelled after the renewal date.

Transfer of Membership

Membership is not transferable.

Use of Membership or its Benefits

Membership benefits are for the explicit use of the member only, you must notify us if you become aware of any unauthorised use of your membership or the benefits provided.

Termination of Membership

The board of directors have sole discretion to terminate membership or to refuse to renew membership in the case of conduct deemed by the board of directors to be prejudicial to the reputation of the company or of the mobile & outside catering industry. A notice of termination shall be served in writing upon the member.

Automatic Termination of Membership

Membership will terminate immediately in the following circumstances:

- Failure for a period of two months to pay any subscription
- If the member shall be wound up or shall become insolvent

Any member whose membership is terminated automatically shall notwithstanding the termination of their membership remain liable for any outstanding subscription due up to the time of termination of membership during that membership period.

Primary Authority Partnership

After joining members will be automatically enrolled in a Primary Authority Partnership. Members can decide to opt out of these partnerships by ticking the relevant opt out box in the members control panel.

Cancellation of Membership

To cancel a membership, it must be done in writing via email or recorded delivery by Royal Mail to the NCASS Office. Cancellation requests are to be made by the main contact stored on the system. If a membership is cancelled within the first 30 days, an administration charge of £50 will be levied. Used services such as training courses will be deducted from the refund. The due diligence system that the member received must also be returned to the NCASS office before the refund is made. No refund will be made after 31 days.

If payment is being made on a Continuous Authority basis or by Direct Debit and the member defaults or cancels the payment, NCASS or its Agent reserves the right to recover the full fee via any lawful means. In an instance of a membership being cancelled the customer agrees to immediately cease any use of the NCASS registered trademark, logo and branding.

The NCASS Work Opportunity Service

Every effort has been made to ensure that the opportunities and information listed on the NCASS Websites listed above are accurate. The Providers take no responsibility for errors, omissions, or accuracy of the opportunities. Neither does it take any responsibility for any financial loss on the part of either those placing an opportunity or those taking up an opportunity. Anyone wishing to pursue these opportunities is strongly advised to confirm for themselves the validity of the opportunity before committing or handing over any money. We also advise that all the paperwork/contracts that form part of any of these opportunities is carefully considered.

Use of the NCASS Employment Contract Service (member control panel)

Every effort has been made to ensure that the employment contracts system and the associated downloadable documents available for use on the NCASS Website members area (<http://www.ncass.org.uk>) are accurate and conform to the current laws and regulations of the UK. The Providers take no responsibility for errors, omissions, legality or accuracy of the contracts, neither does it take any responsibility for any financial loss on the part of those using them. Anyone using the employment contract service, or the downloadable documents is strongly advised to confirm for themselves the suitability and legality of the contract/documents.

Use of The NCASS Risk Assessment Systems (member control panel)

The risk assessment systems and the associated downloadable documents available for use in the NCASS Website members area is provided as a tool to enable members to be able to conduct risk assessments on areas of their business activity. The information (editable hazards, controls limits, monitoring procedures and corrective actions) provided are suggestions only and must be used on the understanding that they may not be applicable to individual business circumstances. The person using the system must ensure that the resulting documents are a true and accurate reflection of their business circumstances as the Providers take no responsibility for errors, omissions, legality or accuracy of the resulting assessment, neither does it take any responsibility for any financial loss on the part of those using them.



Disclaimer of Liability

The member agrees that we are not responsible or liable for any benefits provided by participating suppliers and if a member has any claims relating to any of these benefits, they will only claim directly against the suppliers providing the benefit.

NCASS or TMS MAKE NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTY OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURCHASE, WITH RESPECT TO ANY OF THE MEMBERSHIP BENEFITS OR RELATED INFORMATION PROVIDED TO THE MEMBER. UNDER NO CIRCUMSTANCES SHALL OUR LIABILITY TO A MEMBER EXCEED THE CURRENT MEMBERSHIP FEE FOR THAT MEMBERSHIP PERIOD AND UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES.

The Providers reserve the right to eliminate, add, change and substitute benefits and participating suppliers without notice to members. We assume no responsibility for the payment of or contribution to any use or sales tax, which taxing authorities may impose and such taxes, to the extent, imposed shall remain the member's sole responsibility or that of the supplier of the benefits, as the case may be.

Entire Agreement

This agreement contains all the Terms of Membership and representations, promises or agreements concerning the membership not included in this agreement, shall not be enforceable. If any of the terms of this agreement shall become invalid or unenforceable, the remaining terms shall not be affected.

Any dispute between the parties shall be issued in and dealt with under the exclusive jurisdiction of an English court.

Communication by NCASS and its Members

By becoming a member of NCASS you agree to receiving communications in writing, by post, electronically or by text message from NCASS, TMS and its supplier members. If you do not wish to receive these communications you must advise NCASS in writing.

Data Use & Protection

Your personal / company details will be held by NCASS and TMS and used for membership administration and marketing purposes if such purposes are deemed by the Providers to be in the interest of our members. By becoming a member, you expressly consent to this. You also agree that information on your business gathered by enforcement teams can be shared with NCASS for supporting your business and helping with compliance.

Use of the Providers Training Systems, Courses and Materials

Use or purchase of the Providers training systems, courses or materials constitutes a legal agreement between you (Licensee or you) and Trade Management Services Ltd (Licensor or we.) Training Courses and Training Materials includes printed materials and online documentation.

By clicking on the 'purchase' or 'buy' button, or using an NCASS issued authorisation code, you agree to these terms which will bind you and (if you are an employer) your employees.

Use

The use of Training Courses and Training Materials irrespective of the method of accessing them are subject to the following:

- the prices set out for the relevant product on our website; and
- the purchase of the Training Courses and Training Materials includes the granting of a nonexclusive, non-transferable licence to use the Training Materials and the Documentation on the terms of such licence, which are set out in the following clause.

The License

Is for a single user only.

Licenses Undertakings

Except as expressly set out in this Licence, the user or the user's employer (if the trainee's access has been obtained by a third party) undertakes:

- not to copy the Training Materials or Documentation except where such copying is incidental or necessary for the purposes of completing the relevant Training Course;
- not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Training Materials or Documentation;
- not to alter, or modify, the whole or any part of the Training Materials or Documentation, nor permit the Training Materials or any part of them to be combined with, or become incorporated into, any other materials;
- to supervise and control use of the Training Materials and Documents and ensure that they are used in accordance with the terms of this Licence.

Refund Policy

If the refund is approved by the Licensor, it will be made through the original mode of payment only.

Course Content

We reserve the right to change course content at any time, without notice or incurring any additional liability to the Licensor or delegate.

Intellectual Property Rights

You acknowledge that all intellectual property rights in the Training Materials and the Documentation anywhere in the world belong to the Licensor, that rights in the Training Materials and the Documentation are licensed (not sold) to you, and that you have no rights in, or to, the Training Materials or the Documentation other than the right to use them in accordance with the terms of this Licence.

Licensor's Liability

Nothing in this Licence shall exclude or in any way limit the Licensor's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent that it may not be excluded or limited as a matter of law.

The Licensor shall not be liable under, or in connection with, this Licence or any collateral contract for:

- loss of income;
- loss of business profits or contracts;
- business interruption;
- loss of the use of money or anticipated savings;
- loss of information;
- loss of opportunity, goodwill or reputation;
- loss of, damage to or corruption of data; or any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

Subject to what is provided above, the Licensor's maximum aggregate liability under or in connection with this Licence, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall be limited to a sum equal to £200.

The Licensor's liability for infringement of third-party intellectual property rights shall be limited to breaches of rights subsisting in the UK.

These terms set out the full extent of the Licensor's obligations and liabilities in respect of the supply of the Training Courses, Training Materials and Documentation. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on the Licensor except as specifically stated in this Licence.

Termination

The Licensor may terminate this Licence immediately by written notice to the Licensee:

- if a material or persistent breach of this Licence is committed which they fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; or
- if a petition for a bankruptcy order to be made against you has been presented to the court; or
- if the Licensee (where it is a company) becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt.

Upon termination for any reason:

- all rights granted to you under this Licence shall cease;
- the Licensee must cease all activities authorised by this Licence;
- the Licensee must immediately pay to the Licensor any sums due to the Licensor under this Licence; and
- the Licensee must immediately delete or remove the Training Materials or Documentation from all computer equipment in your possession, and immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Training Materials and Documentation then in your possession, custody or control and, in the case of destruction, certify to the Licensor that you have done so.

Transfer of rights and Obligations

This Licence is binding on the Licensee and the Licensor, and on our respective successors and assigns.

The Licensee may not transfer, assign, charge or otherwise dispose of this Licence, or any of your rights or obligations arising under it, without our prior written consent.

The Licensor may transfer, assign, charge, sub-contract or otherwise dispose of this Licence, or any of our rights or obligations arising under it, at any time during the term of the Licence.

Events Outside Our Control

The Licensor will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control (Force Majeure Event).

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond the Licensee's reasonable control.

The Licensor's performance is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. The Licensor will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

Waiver

If the Licensor fails, at any time during the term of this Licence, to insist upon strict performance of any of the Licensee's obligations, or if the Licensor fails to exercise any of the rights or remedies to which the Licensor is entitled, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

A waiver by the Licensor of any default shall not constitute a waiver of any subsequent default.

No waiver by the Licensor of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

Our Right to Vary these Terms and Conditions

The Licensor has the right to revise and amend these terms and conditions from time to time.

Choice of Law

This agreement including the terms of membership, use of websites operated by the Provider, use of training courses and materials, privacy policy and the construction of the disclaimers above and resolution of disputes thereof, are governed by the laws in England and Wales and shall apply to all uses of data and systems operated by the Provider and its agents. By use of these systems and the data contained therein, the user agrees that use shall conform to all applicable laws and regulations and the user shall not violate the rights of any third parties.

Contacting Us

We welcome any queries, comments or requests you may have regarding this Privacy Policy. Please do not hesitate to contact us at info@ncass.org.uk.