



SCHEDULE B

ISCO Membership Terms and Conditions

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B.1.0 General Conditions

- 1.1. It is required that ISCO members and users of the ISCO Newsletter and ISCO web site read and accept the following terms and conditions and also agree to abide by the ISCO Bye-laws, Policies and Protocols as set out in Schedule A.
- 1.2. The ISCO Secretariat can, at any time, make changes to the text of ISCO's Terms & Conditions. Changes will be gazetted in the ISCO Newsletter and on the ISCO web-page.
- 1.3. If any person has questions about any aspect of these Terms and Conditions, they should contact the ISCO Secretary-General.

B.2.0 Use of the ISCO Web-site

- 2.1. By accessing any part of the web-site, you are deemed to have read, understood and accepted these ISCO Terms and Conditions. If you do not accept ISCO Terms and Conditions or are dissatisfied with any section of this web-site, your sole and exclusive remedy is to discontinue using this web-site.
- 2.2. Upon being notified of any inaccurate, misleading or incorrect information published on the web-site, ISCO will investigate this further and, where appropriate (and at ISCO's discretion), take action as quickly as practicable to correct or delete such information.
- 2.3. Submissions received from third parties for publication on the web-site are accepted in good faith and ISCO does not accept any responsibility or liability for the accuracy of published information and its publication on the ISCO web-site does not imply any endorsement on the part of ISCO.
- 2.4. For your protection ISCO makes use of a frequently updated and automatic scanning system to guard against potential threats to your computer. Documents uploaded on the ISCO web-site have been scanned prior to uploading but ISCO does not accept responsibility for any issues, howsoever caused, that may arise as a result of using this web-site and you use this web-site at your own risk.
- 2.5. Any information on the ISCO web-site, including the names of Professional Members and details of the vetting, assessment and accreditation process for Professional Membership should not be relied on for business, legal or other decisions and you agree to use it at your own risk.
- 2.6. You agree that it is your sole responsibility to always seek independent information and advice on the competence, experience, qualification, suitability for the required tasks, integrity, creditworthiness and solvency of an ISCO member and any subcontractors they use before contracting with that member.
- 2.7. To the maximum extent permitted by applicable law, ISCO and ISCO Personnel are not liable in any event for loss or damages of any kind however arising including from their own negligence, whether in contract, tort or otherwise, and including but not limited to:
 - i. damages that are direct; indirect; punitive; incidental; special; or consequential.

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- ii. loss of: business; sales; revenue; goodwill; profit; staff and management time; bargain; opportunity; anticipated savings; information; programs; reputation; or use of computer equipment, software or data.
 - iii. damage to property.
 - iv. damages or losses relating to health and safety, personal injury or death.
 - v. damages or losses relating to remediation and environmental damage; and.
 - vi. any other financial losses.
- 2.8. If you share any information from this web-site, including the names of ISCO Members, with any other party, you agree to inform that party of the ISCO Terms and Conditions that you agreed to in accessing this web-site, that they should not rely on the information given and that ISCO expressly disclaims all liability and responsibility (to the maximum extent permitted by applicable law) arising from use of this web-site and any information contained therein, and from any reliance placed on this information by anyone who accesses the ISCO web-site or is informed of its contents.

B.3.0 Individual Members, Corporate Members and Industry Partners

- 3.1. ISCO membership in these categories is open to all individuals and organizations that are involved in or share an interest in the work of the international spill response community.
- 3.2. Applications for membership in these categories will not be unreasonably refused.
- 3.3. In order to maintain membership and enjoy the benefits of being a member it is required that members make payment of the annual membership fees applicable to that member at the time when they become due.
- 3.4. Obligations of members, their voting and other rights, and the rules of the organization, are defined in the ISCO Constitution which is available for viewing in the Members Area of the ISCO web-site.
- 3.5. UK Data Protection Act (2018) and General Data Protection Regulations (GDPR): You accept that ISCO will hold and use your personal data for administration purposes, to keep you informed of activities and to offer you goods and services provided by, or on behalf of the Organisation, including the delivery of the ISCO Newsletter. You accept and confirm your agreement with ISCO's Data Protection and Privacy Policy.
- 3.6. A Register of Ordinary Members, Corporate Members and Industry Partners is maintained in the Members Area of the ISCO web-site. From time to time, the names of new members joining the organization will be announced in the ISCO Newsletter.

B.4.0 Professional Membership and Professional Members

- 4.1. ISCO, its directors, office holders, employees and agents (ISCO and ISCO Personnel) make no express or implied guarantees, conditions, warranties or representations about the competence, experience, qualifications, integrity, creditworthiness or solvency of its Professional Members or of its Professional Members' subcontractors, or about the standard of its members or their subcontractors' work.

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- 4.2. You acknowledge and accept that ISCO and ISCO Personnel take no responsibility (to the maximum extent permitted by applicable law) as a result of awarding Professional Membership, for any lack of competence or negligence of its Professional Members or of its Professional Members' subcontractors.
- 4.3. You acknowledge and accept that ISCO and ISCO Personnel also take no responsibility (to the maximum extent permitted by applicable law) for their own negligence in the vetting, assessment and accreditation process and in awarding Professional Membership to individuals.
- 4.4. Individuals who have the relevant qualifications and the required level of experience can apply for election to Professional Membership of ISCO. Each grade of membership reflects an individual's professional training, experience and qualifications. Academic qualifications are not a requirement if applicants can demonstrate equivalent levels of experience through their skills, knowledge and professional development. Note that in submitting an application for Professional Membership you will also be confirming your acceptance of ISCO's Data Protection and Privacy Policy.
- 4.5. Professional Members of ISCO are required to accept and abide by the Professional Membership Rules and Professional Membership Code of Conduct. These documents are available for viewing on the ISCO web-site.
- 4.6. The vetting process for election to Professional Membership does not include an actual detailed assessment or verification of the technical competence of the Member by way of formal examination, training or practical assessment. Instead, it requires the candidate to submit documentation relating to his/her skills and experience which is then considered by the Professional Standards Committee. In some cases there may be a formal interview to gain further information about the candidate but at no point does the process require physical demonstration or verification of those skills or a written assessment to be carried out which is then assessed and certified by ISCO. The vetting process is described in the document "ISCO Professional Membership – Guidelines for Candidate Assessment" which is available for viewing on the ISCO web-site.
- 4.7. ISCO, its directors, office bearers, employees and agents (ISCO and ISCO Personnel) make no express or implied guarantees, conditions, warranties or representations about the competence, experience, qualifications, integrity, creditworthiness or solvency of its Professional Members or of its Professional Members' subcontractors, or about the standard of its members or their subcontractors' work.
- 4.8. You acknowledge and accept that ISCO and ISCO Personnel take no responsibility (to the maximum extent permitted by applicable law) as a result of awarding Professional Membership, for any lack of competence or negligence of its Professional Members or of its Professional Members' subcontractors.
- 4.9. You acknowledge and accept that ISCO and ISCO Personnel also take no responsibility (to the maximum extent permitted by applicable law) for their own negligence in the vetting, assessment and accreditation process and in awarding Professional Membership to individuals.

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- 4.10. Any information on the ISCO web-site, including the names of Professional Members and details of the vetting, assessment and accreditation process for membership should not be relied on for business, legal or other decisions and you agree to use it at your own risk.
- 4.11. You agree that it is your sole responsibility to always seek independent information and advice on the competence, experience, qualification, suitability for the required tasks, integrity, creditworthiness and solvency of an ISCO member and any subcontractors they use before contracting with that member.
- 4.12. To the maximum extent permitted by applicable law, ISCO and ISCO Personnel are not liable in any event for loss or damages of any kind however arising including from their own negligence, whether in contract, tort or otherwise, and including but not limited to:
- i. damages that are direct; indirect; punitive; incidental; special; or consequential.
 - ii. loss of: business; sales; revenue; goodwill; profit; staff and management time; bargain; opportunity; anticipated savings; information; programs; reputation; or use of computer equipment, software or data.
 - iii. damage to property.
 - iv. damages or losses relating to health and safety, personal injury or death.
 - v. damages or losses relating to remediation and environmental damage; and
 - vi. any other financial losses.
- 4.13. ISCO will review complaints received about its Professional Members in accordance with its Professional Membership Complaints Procedure (available for viewing on the ISCO web-site) but will not become involved in any dispute, contractual or otherwise, between a Professional Member and third party.
- 4.14. ISCO reserves the right to change the ISCO Terms and Conditions from time to time without prior notice. By accessing any part of this web-site, you are deemed to have acknowledged and accepted the current ISCO Terms and Conditions in full. You should therefore check these each time you visit the ISCO web-site. If you do not accept the current ISCO Terms and Conditions or are dissatisfied with any section of this web-site, your sole and exclusive remedy is to discontinue using this web-site.
- 4.15. In relation to all the ISCO Terms and Conditions, ISCO and ISCO Personnel do not exclude liability for death or personal injury resulting from their own negligence.
- 4.16. Subject to and without prejudice to the ISCO Terms and Conditions detailed in this document, the aggregate liability of ISCO and ISCO Personnel to you at any time whether in contract, tort or otherwise shall be limited to GBP 1000.00 and you shall be responsible for making your own arrangements for the insurance of any excess loss.
- 4.17. English law governs the ISCO Terms and Conditions, their interpretation and any non-contractual obligations arising from or connected with them. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with the ISCO Terms and Conditions.

- 4.18. If, at any time, any provision of the ISCO Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

B.5.0 The ISCO Newsletter

- 5.1. By subscribing to the ISCO Newsletter or accessing the ISCO Newsletter via the ISCO web-site, you are deemed to have read, understood and accepted ISCO Terms and Conditions. If you do not accept the Terms and Conditions, you should unsubscribe or refrain from accessing the Newsletter via the web-site.
- 5.2. By subscribing you are also confirming your acceptance of ISCO's Data Protection and Privacy Policy.
- 5.3. For your protection ISCO makes use of a frequently updated and automatic scanning system to guard against potential threats to your computer. The Newsletter itself and articles / other information you can access by using the provided links have been scanned prior to uploading. ISCO accepts no responsibility for problems that may arise and you download the Newsletter and make use of provided links at your own risk.
- 5.4. ISCO does not intentionally seek to infringe any copyright rights and ISCO policy is to seek permission before publishing any material protected by copyright. Most of the news stories published in the ISCO Newsletter are short excerpts from longer articles published elsewhere and are accompanied by acknowledgement of the source, either directly or by providing a link to the source publication.
- 5.5. Readers of the ISCO Newsletter are encouraged to use these links in order to read the complete text of news reports and this benefits the source publication by directing additional traffic to its own web-site. If advised of copyright infringement, ISCO will immediately desist from reproducing any further material from the identified source and will withdraw content from the web-site Newsletter archives.
- 5.6. Opinions expressed in reports and articles published in the ISCO Newsletter and the ISCO web-site should not be necessarily regarded as expressing the views of the organization.
- 5.7. While ISCO takes every care to ensure that information published in the Newsletter is accurate, unintentional mistakes can occur. If an error is brought to our attention, a correction will be printed in the next issue of the Newsletter.
- 5.8. Products and services featured in the ISCO Newsletter and/or the ISCO web-site, including the International Directory of Spill Response Supplies and Services, have not been tested, approved or endorsed by ISCO. Any claims made by suppliers of products and services are solely those of the suppliers and ISCO does not accept any liability for their accuracy.
- 5.9. Any complaint in regard to material published in the ISCO Newsletter should be made in writing by email or letter and addressed to the Editor.

B.6.0 Acceptance of the ISCO Data Protection and Privacy Policy

- 6.1. ISCO's Data Protection and Privacy Policy is detailed in Schedule A (Section A.5).
- 6.2. Acceptance of the Policy is a requirement for Members of ISCO, for subscribers to the ISCO Newsletter and for users of the ISCO Web-site.
- 6.3. Advice of this requirement is posted on ISCO's web-site home page and in every issue of the ISCO Newsletter.