

Ethical Accreditation Application and Licence Terms and Conditions

These terms and conditions (and any documents attached to or referred to) in them apply to you (**Terms**). In these Terms, when we say **you** or **your**, we mean both you and any entity you are authorised to represent (such as your employer). When we say **we**, **us**, or **our**, we mean Ethical Company Organisation Ltd (Company Registration No. 04522163). We and you are each a **Party** to these Terms, and together, the **Parties**.

We publish *The Good Shopping Guide* and operate an independent editorial research and scoring programme through which we assess businesses and brands against up to 30 different animal welfare, human, and environmental ethical criteria (**GSG Scoring System**). You agree and acknowledge the GSG Scoring System is not a sustainability or ethical standard and does not purport to certify compliance with any statutory environmental or sustainability requirements, directives or standards. Instead, Ethical Accreditation is a mark of editorial endorsement by us.

Where you achieve a GSG Score that meets our published benchmark, we may provide you with our Ethical Accreditation and grant a licence to use the various 'Good Shopping Guide Ethical' trademarks as a mark of our editorial endorsement, reflecting our independent editorial opinion at the time of assessment. You may submit an application for Ethical Accreditation. If your application is approved, we will grant you a licence to use our intellectual property in accordance with these Terms. You cannot submit an application for Ethical Accreditation, retain your Ethical Accreditation, or use our licensed intellectual property unless you agree to comply with and be bound by these Terms. Some capitalised words in these Terms have defined meanings, and each time that word is used in these Terms it has the same meaning. You can find a list of the defined words and their meaning below.

For questions about these Terms, or to get in touch with us, please email: admin@thegoodshoppingguide.com.

These Terms were updated on 1st September 2026.

1. Definitions

In these Terms, unless the context otherwise requires:

Business means the business operated by you, as set out in an Accreditation Application.

Commencement Date means the date your Accreditation Application is approved.

Confidential Information means information which:

- (a) is disclosed to the Receiving Party in connection with these Terms at any time;
- (b) relates to the Disclosing Party's business, assets or affairs; or
- (c) relates to the subject matter of, the terms of and/or any transactions contemplated by these Terms,

whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever the Receiving Party receives that information.

Disclosing Party means the Party disclosing Confidential Information to the Receiving Party.

Ethical Accreditation means our award to you (following a successful GSG Score assessment) of a licence to use the Trademarks as a mark of our editorial endorsement, reflecting our independent editorial opinion that your Business meet our Ethical Standards at the time of assessment. For the avoidance of doubt, Ethical Accreditation is not a formal accreditation, certification or conformity assessment in any statutory or regulatory context, and does not constitute a verified sustainability claim or environmental label under any applicable Law.

Ethical Accreditation Application means an application by you for Ethical Accreditation, made in accordance with clause 3.

Ethical Standards means our published set independent ethical research criteria against which we assess your Business, including (without limitation) your animal welfare policies, environmental policies, human rights practices, political donations, involvement with armaments, court reports, public criticisms and irresponsible marketing. The Ethical Standards applicable to your sector are published at

www.thegoodshoppingguide.com/how-we-rate. We reserve the right to update the Ethical Standards from time to time on reasonable notice to you. For the avoidance of doubt, the Ethical Standards are not limited to environmental or sustainability matters, and do not constitute an assessment of environmental or sustainability standards under any applicable Law.

GSG Score means the score awarded to your Business following our assessment against the Ethical Standards under our GSG Scoring System, details of which are published at www.thegoodshoppingguide.com.

Intellectual Property Rights means any and all existing and future legal rights including any copyright, designs, patents or trademarks, domain names, know-how, trade secrets and inventions (including any improvements or modifications) whether or not registered or registrable.

Law means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any government or similar authority with the power to bind or impose obligations on the relevant Party in connection with these Terms or the supply of the Services.

Licence Fee means the amount payable annually by you to us in consideration for the Licence granted under these Terms.

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

Receiving Party means the Party receiving Confidential Information from or on behalf of the Disclosing Party.

Term means the Initial Term and any Renewal Period(s) together.

Territory means the United Kingdom (though the parties may agree extend to the Territory Europe and other territories by mutual consent).

Trademarks means the various trademarks issued by us in respect of *The Good Shopping Guide*, which may include wording such as (without limitation) 'GOOD SHOPPING GUIDE ETHICAL BUSINESS'; 'GOOD SHOPPING GUIDE ETHICAL'; 'GOOD SHOPPING GUIDE ETHICAL BEST BUY'; 'GOOD SHOPPING GUIDE RECOMMENDED'.

2. Term

- 2.1 Subject to each Party's right to terminate this Agreement in accordance with its terms, this Agreement commences on the Commencement Date and will continue for 24 months (**Initial Term**). On the expiry of the Initial Term, this Agreement will be automatically renewed for subsequent 24-month periods (each a **Renewal Period**), unless either Party provides at least 30 days written notice before the end of the Initial Term or the end of the then-current Renewal Period (as applicable) that it does not wish to renew this Agreement, or this Agreement is otherwise terminated in accordance with its terms.

3. Accreditation

- 3.1 The Parties agree and acknowledge the Ethical Accreditation:
- (a) is awarded on the basis of your Business achieving a GSG Score that meets our published benchmark, following our independent editorial assessment against our Ethical Standards;
 - (b) represents our independent editorial opinion, formed at the time of assessment, that your Business meets our Ethical Standards;
 - (c) does not purport to certify compliance with any statutory environmental, sustainability or green standard;
 - (d) is not and shall not be construed as:
 - (i) a formal accreditation or certification within the meaning of any applicable Law, including any accreditation granted under any regulatory or statutory body;

- (ii) a conformity assessment within the meaning of any applicable Law;
 - (iii) a verified sustainability claim, green claim or environmental label (including, without limitation the UK Green Claims Code), or a regulated certification or a product performance or sustainability claim (including without limitation, the UK Digital Markets, Competition and Consumers Act 2024) under any applicable Law; or
 - (iv) a guarantee, warranty or representation as to the future conduct, products or services of your Business;
- (e) reflects our judgement and may be withdrawn in accordance with these Terms if, in our opinion, you no longer meet our Ethical Standards (including where your GSG Score falls below the applicable benchmark); and
- (f) does not confer any right to describe the Ethical Accreditation as a formal regulatory certification or as evidence of compliance with any statutory standard.

3.2 Our assessment process for the Ethical Accreditation is as follows:

- (a) you submit an Ethical Accreditation Application;
- (b) we will conduct an independent editorial assessment of your Ethical Accreditation Application. In doing so, we will assess your Business against our Ethical Standards to determine your GSG Score and whether you meet the benchmark required for Ethical Accreditation;
- (c) as part of our assessment, we may (to the extent we consider necessary, in our sole discretion):
 - (i) carry out background research on you; and
 - (ii) liaise with information sources, including (without limitation) third parties and/or non-governmental organisations.

3.3 Our editorial assessment process reflects our independent journalistic and research methodology. We are not obliged to disclose the detail of our methodology or the weighting applied to any criteria, save as published on our website at www.thegoodshoppingguide.com/how-we-rate.

3.4 If we determine (in our sole discretion) that you:

- (a) do not comply with the Ethical Standards enough to attain a GSG Score high enough to reach our benchmark for Accreditation and so qualify for our editorial endorsement, we will:
 - (i) provide you with written notice of your rejection for Ethical Accreditation; and
 - (ii) return 50% of the Licence Fee you have paid to us.
- (b) comply with the Ethical Standards enough to attain a GSG Score high enough to reach our benchmark for Accreditation and so qualify for our editorial endorsement, we will:
 - (i) provide you with written notice confirming your approved Ethical Accreditation status; and
 - (ii) update our website to include your approved Ethical Accreditation status (and therefore, being approved to use the Trademarks in accordance with these Terms) on our website.

3.5 As part of your Ethical Accreditation, we may continue to carry out research on you during the Term to confirm our editorial opinion as to your continued compliance with the Ethical Standards. This ongoing research forms part of our editorial function and does not constitute a continuous monitoring or audit service.

3.6 If, following additional research we carry out on you during the Term, we form the opinion in our sole discretion (acting reasonably) that you (including your Business) no longer comply with the Ethical Standards, we will provide you with notice in writing specifying:

- (a) the basis for our opinion, including any reasons for your apparent non-compliance; and
- (b) a reasonable timeframe for providing us with further information or representations, or for rectifying the non-compliance issues.

- 3.7 If, following consideration of any information or representations provided by you, we retain the opinion that you do not comply with the Ethical Standards (including where the non-compliance issues are not resolved within the timeframe specified in our notice), we reserve the right to suspend your Ethical Accreditation for 3 months (and subsequently, the rights granted to you pursuant to these Terms, including, without limitation the Licence) until the non-compliance issues are rectified.
- 3.8 If you do not rectify the non-compliance issues within 3 months of suspension commencing, we may terminate these your Accreditation and these Terms in accordance with clause 11.

4. Licence

- 4.1 Subject to these Terms, in consideration of your payment of the Licence Fee, we grant you a non-exclusive, revocable, royalty-free, non-sublicensable and non-transferable right and licence to use the Trademarks for the Term, in accordance with these Terms (**Licence**).
- 4.2 You agree to only use the Trademarks in connection with your Business to represent your Approved Accreditation status.
- 4.3 The Licence is granted on the basis that you continue to comply with the Ethical Standards throughout the Term, in accordance with clause 3.

5. Trademarks

- 5.1 We warrant that:
- (a) we have all necessary Intellectual Property Rights to license the Trademarks to you; and
 - (b) your use of the Trademarks does not, and will not, infringe the Intellectual Property Rights of any third party.
- 5.2 You hereby agree to, in respect of the Trademarks:
- (a) only use the Trademarks in the form stipulated by us, including (without limitation) requirements for the colour(s) and the size of the Trademarks, the position on any products (including labels, wrappers or packaging and any leaflets, brochures or advertising and marketing materials);
 - (b) not use any trade mark or name the same or similar to the Trademarks in respect of your Business or registered legal name;
 - (c) promptly supply us or our Personnel with any information as to your use of the Trademarks which we may reasonable require;
 - (d) fully co-operate and assist us in any action claim or proceedings brought or threatened in respect of the Trademarks;
 - (e) notify us promptly on you becoming aware of any suspected infringement of the Trademarks by a third party;
 - (f) not describe the Ethical Accreditation or the Trademarks as a formal regulatory accreditation, statutory certification, conformity assessment or verified sustainability claim in any marketing, advertising, packaging or public communications; and
 - (g) where referring to the Ethical Accreditation in public communications, make clear that it represents an independent editorial endorsement based on our GSG Scoring System and is not a formal regulatory certification or sustainability label.
- 5.3 Nothing in these Terms constitutes a transfer or assignment of any Intellectual Property Rights in the Trademarks.
- 5.4 You agree to indemnify us for any loss or liability we suffer because of your failure to comply with this clause 5.
- 5.5 This clause 5 will survive termination or expiry of these Terms.

6. Your Obligations

- 6.1 You agree to (and to the extent applicable, ensure that your Personnel agree to):
- (a) comply with these Terms, all applicable Laws, and our reasonable requests; and
 - (b) provide us with all documentation, information, instructions, cooperation and access reasonably necessary to enable us to carry out the Ethical Accreditation process specified in clause 3.2.

7. Price and Payment

- 7.1 In consideration for us providing the Services, you agree to pay all amounts due under these Terms in accordance with our Payment Terms.
- 7.2 Unless specified otherwise in writing, our Payment Terms are:
- (a) we will issue an annual invoice to you for the Licence Fee; and
 - (b) you must pay us the Licence Fee, and all other amounts due and payable under these Terms, using the payment method set out in our invoice, within 28 days from the date of our invoice.
- 7.3 If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion, and without prejudice to any of our rights or remedies under these Terms or at Law):
- (a) after a period of 5 business days from the relevant due date, suspend your Accreditation in accordance with clause 3.7, and recover, as a debt due and immediately payable from you, our reasonable additional costs of doing so (including all recovery costs); and/or
 - (b) charge interest at a rate equal to the Bank of England's base rate, from time to time, plus 4% per annum, calculated daily and compounding monthly, on any such amounts unpaid after the relevant due date in accordance with the Payment Terms.
- 7.4 All amounts payable by you under these Terms are exclusive of amounts in respect of any taxes, including sales, use or value added tax chargeable from time to time (**VAT**), unless otherwise stated. Where any taxable supply for VAT purposes is made under these Terms by us to you, you agree, on receipt of a valid VAT invoice from us, to pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 7.5 The annual license fee will increase by 2.5% annually until further notice (unless previously agreed at 5% or another % increase)

8. Warranties and Representations

- 8.1 Each Party represents and warrants that:
- (a) it has full legal capacity, right, authority and power to enter into these Terms, to perform its obligations under these Terms, and to carry on its business (if applicable); and
 - (b) these Terms constitute a legal, valid and binding agreement, enforceable in accordance with its terms.
- 8.2 You represent and warrant that:
- (a) all information and documentation that you provide to us in connection with these Terms is true, correct and complete;
 - (b) no insolvency events (including but not limited to bankruptcy, receivership, voluntary administration, liquidation or creditors' schemes of arrangement) affecting you or your property are occurring or are likely to occur; and
 - (c) if you enter into these Terms as a trustee of a trust, then:
 - (1) you are the sole trustee of the relevant trust and have been validly appointed;
 - (2) you have full and valid power, authority, consents and approvals under the relevant trust to execute these Terms and carry out the transactions contemplated by these Terms; and

- (3) you have the right to be indemnified out of the assets of the relevant trust for all liabilities incurred by you under these Terms.

9. Confidential Information

9.1 Each Receiving Party agrees:

- (a) not to disclose the Confidential Information of the Disclosing Party to any third party (subject to subclause 9.1(c));
- (b) to protect the Confidential Information of the Disclosing Party from any loss, damage or unauthorised disclosure;
- (c) to only disclose the Confidential Information to those of its Personnel who need to know the Confidential Information in connection with these Terms, provided those Personnel keep the Confidential Information confidential in accordance with this clause 9; and
- (d) to only use the Confidential Information of the Disclosing Party for the purpose of performing obligations, or exercising rights or remedies, under these Terms.

9.2 The obligations in clause 9.1 do not apply to Confidential Information that:

- (a) is required to be disclosed for the Parties to comply with their obligations under these Terms;
- (b) is authorised in writing to be disclosed by the Disclosing Party;
- (c) is in the public domain or is no longer confidential, except as a result of a breach of these Terms or other duty of confidence; or
- (d) must be disclosed by Law or by a regulatory authority, including under a summons, or by the rules of any listing authority or stock exchange on which the Receiving Party's shares are listed or traded.

9.3 Each Party agrees that monetary damages may not be an adequate remedy for a breach of this clause 9. A Party is entitled to seek an injunction, or any other remedy available at Law or in equity, at its discretion, to protect itself from a breach (or continuing breach) of this clause 9.

9.4 This clause 9 will survive the termination of these Terms.

10. Liability

10.1 Nothing in these Terms limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence; and
- (b) fraud or fraudulent misrepresentation.

10.2 Subject to clause 10.1 (liability which cannot legally be limited), but despite anything else to the contrary in these Terms, to the maximum extent permitted by Law:

- (a) neither Party will be liable for consequential loss, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise;
- (b) a Party's liability for any liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by that other Party to mitigate its loss; and
- (c) our aggregate liability for any liability arising from or in connection with these Terms will be limited to the Licence Fee paid or payable by you during the 12 months preceding the event giving rise to the liability.

10.3 This clause 10 will survive the termination or expiry of these Terms.

11. Termination

11.1 We may terminate these Terms at any time by giving 30 days' notice in writing to you.

- 11.2 You may terminate these Terms by giving us at least 30 days' written notice prior to the end of the then-current Term in accordance with clause 2.1. If notice is not given before that point, these Terms will automatically renew and the full Licence Fee for the renewed Term will remain payable. Any notice given by you is conditional on you having ceased all use of the Trademarks and removed all references to the Ethical Accreditation from your publicity, advertising, products, packaging and company materials (including within your distribution network) before the termination date.
- 11.3 These Terms will terminate immediately upon written notice by a Party (Non-Defaulting Party) if:
- (a) the other Party (**Defaulting Party**) breaches a term of these Terms and that breach has not been remedied within 10 business days of the Defaulting Party being notified of the breach by the Non-Defaulting Party;
 - (b) the Defaulting Party commits a material breach of these Terms; and/or
 - (c) (to the extent permitted under the Companies Act 2006) any step is taken to enter into any arrangement between the Defaulting Party and its creditors, any step is taken to appoint a receiver, a receiver and manager, a liquidator, or like person of the whole or any part of the Defaulting Party's assets or business, the Defaulting Party is bankrupt, or the Defaulting Party is unable to pay its debts as they fall due.
- 11.4 Upon expiry or termination of these Terms:
- (a) your Accreditation status terminates;
 - (b) the Licence granted under clause 4 terminates;
 - (c) you are required to immediately cease using the Trademarks in respect of your Business (including without limitation, all usage of the Trademarks in respect of all of your goods, products and distribution of such goods and products);
 - (d) any payments of the Licence Fee made by you to us are not refundable to you; and
 - (e) we may retain your documents and information (including copies) to the extent required by Law or pursuant to any information technology back-up procedure, provided that we handle your information in accordance with clause 9.
- 11.5 Upon termination of these Terms by us pursuant to clause 11.3, in addition to those consequences set out in clause 11.4:
- (a) you shall pay us any unpaid amounts owing in respect of the Licence Fee; and
 - (b) you also agree to pay us our additional costs, reasonably incurred, and which arise directly from such termination (including recovery fees).

11.6 Termination of these Terms will not affect any rights or liabilities that a Party has accrued under it.

11.7 This clause 11 will survive the termination or expiry of these Terms.

12. Assignment

- 12.1 You must not assign, novate or deal with the whole or any part of your rights or obligations under these Terms without our prior written consent.
- 12.2 We may assign, transfer, novate or otherwise deal with the whole or any part of our rights or obligations under these Terms without your prior written consent.
- 12.3 If we assign, transfer, novate or otherwise deal with our rights or obligations under clause 12.2, we will:
- (a) provide you with written notice; and
 - (b) use reasonable endeavours to procure such assignee grant you a licence for the use of the Trademarks on terms similar or the Licence granted by us in pursuant to these Terms.

13. Force Majeure

- 13.1 Neither Party shall be liable for any delay or failure to perform its obligations under these Terms, where that delay or failure results from an event beyond its reasonable control, including natural disasters, war, terrorism, civil unrest, nuclear or biological contamination, or government-imposed shutdowns or pandemics (**Force Majeure Event**).
- 13.2 If a Force Majeure Event prevents performance of a material obligation by a Party for more than 60 days (other than an obligation to pay any amount that is due and payable to the other Party under these Terms), the other Party may terminate these Terms immediately by written notice.
- 13.3 A Party seeking to rely on this clause 13 must:
- (a) promptly notify the other Party of the Force Majeure Event in writing; and
 - (b) take reasonable steps to minimise the impact of a Force Majeure Event.

14. General

- 14.1 **Amendment:** these Terms may only be amended by written instrument executed by the Parties.
- 14.2 **Contracts (Rights of Third Parties) Act 1999:** Despite any other provision of these Terms, nothing in these Terms confers or is intended to confer any right to enforce any of its terms on any person who is not a Party to it.
- 14.3 **Disputes:** A Party may not commence court proceedings relating to any dispute in connection with these Terms without first complying with this clause 14.3. A Party claiming a dispute has arisen must give written notice to the other Party specifying the nature of the Dispute (**Dispute Notice**). The Parties must attempt to resolve the dispute in good faith within 10 business days of service of the Dispute Notice. If the Parties do not resolve the Dispute within 20 business days of the date the Dispute Notice was served (or such further period as agreed in writing by the Parties), either Party may:
- (a) where you are resident or incorporated in the United Kingdom, refer the matter to mediation, administered by The Centre for Effective Dispute Resolution, to be conducted in London, England, in accordance with the Model Mediation Procedure; or
 - (b) where you are not resident or incorporated in the United Kingdom, refer the matter to arbitration administered by the London Court of International Arbitration (**LCIA**), with such arbitration to be conducted in London, England, before one arbitrator, in English and in accordance with the LCIA Arbitration Rules.

Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

- 14.4 **Entire Agreement:** These Terms contain the entire understanding between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in these Terms. These Terms supersede all previous communications, negotiations, representations, warranties, commitments and agreements, in respect of its subject matter.
- 14.5 **Further Assurance:** Each Party must promptly do all things and execute all further instruments necessary to give full force and effect to these Terms and their obligations under it.
- 14.6 **Governing Law:** These Terms are governed by the laws of England and Wales and both parties submit to the exclusive jurisdiction of the courts operating in England and Wales.
- 14.7 **Notices:** Any notice given under these Terms must be in writing addressed to the addresses set out in these Terms, or the relevant address last notified by the recipient to the Parties in accordance with this clause. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 14.8 **Privacy:** We will comply with all applicable data protection laws (including the UK GDPR and the Data Protection Act 2018), and your personal data will be handled in accordance with our privacy policy (available on our website at www.thegoodshoppingguide.com)

- 14.9 **Publicity:** Despite clause 9, you agree that we may advertise or publicise the nature of our arrangement with you, including on our website or in our promotional material.
- 14.10 **Relationship of Parties:** These Terms are not intended to create a partnership, joint venture, employment or agency relationship between the Parties.
- 14.11 **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.
- 14.12 **Waiver:** Any failure or delay by a Party in exercising a power or right (either wholly or partially) in relation to these Terms does not operate as a waiver or prevent that Party from exercising that power or right or any other power or right. A waiver must be in writing and will be effective only to the extent specifically stated.

15. Interpretation

In these Terms, unless the context otherwise requires:

- (a) a reference to these Terms or any other document includes the document, all schedules and all annexures as novated, amended, supplemented, varied or replaced from time to time;
- (b) a reference to any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time;
- (c) a reference to a person includes a natural person, body corporate, partnership, joint venture, association, government or statutory body;
- (d) a reference to a party (including a Party) to a document includes that party's executors, administrators, successors, permitted assigns;
- (e) a reference to a covenant, obligation or agreement of two or more persons binds or benefits them jointly and severally;
- (f) a reference to time is to local time in England; and
- (g) a reference to £ or pounds refers to the currency of the United Kingdom from time to time.