

---

## SERVICES AGREEMENT – TERMS OF SERVICE

---

NOTICE TO USER: PLEASE READ THIS AGREEMENT CAREFULLY. BY CLICKING "I ACCEPT" YOU ACCEPT, FOR AND ON BEHALF OF THE COMPANY WHOSE NAME IS ON THE PURCHASE ORDER (THE "SUBSCRIBER") THE FOLLOWING TERMS AND CONDITIONS OF BEST COMPANIES LIMITED OF HAMILTON HOUSE, RACKERY LANE, LLAY, WREXHAM LL12 0PB ("BEST COMPANIES").

THE SUBSCRIBER AGREES TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE SUBSCRIBER AGREES THAT IT IS ENFORCEABLE AS IF IT WERE A WRITTEN NEGOTIATED AGREEMENT SIGNED BY THEM. IF THEY DO NOT AGREE TO THE TERMS OF THIS AGREEMENT OR IF YOU ARE NOT AUTHORISED TO ENTER INTO LEGALLY BINDING AGREEMENTS ON BEHALF OF THE SUBSCRIBER, DO NOT CLICK "I ACCEPT", AND DO NOT VIEW ANY OF THE PAGES TO WHICH YOU MAY BE GIVEN ACCESS ON THIS WEBSITE.

### 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions "**(Conditions)**".

"Accreditation"	the Best Companies Accreditation scheme more particularly described in Part 2 of Schedule 1;
"Administration Fee"	the non-refundable fee payable by a subscriber in advance in respect of the provision of the Services, as specified in the Purchase Order;
"Agreement"	the Subscriber's Purchase Order and Best Companies' acceptance of it, or the Subscriber's acceptance of a quotation for Accreditation Services by Best Companies under condition 2.2;
"Authorised Personnel"	employees to whom passwords will be issued by Best Companies and who are permitted to use the Services as detailed in the Purchase Order;
"BCI Survey"	the undertaking by Best Companies of a survey into the Subscriber's business by way of summary results with the option of administration of an entry to be evaluated for a placed

on one of The Lists and investigative Employee Survey and Organisation Questionnaire, the provision of paper copies and/or electronic versions of the survey, the processing of the answers to the Surveys, the provision of such reasonable telephone and/or email support as the Subscriber reasonably requests; making available Workplace Insight Tool ("WIT") summary results free of charge and administration of an entry to be evaluated for a place on one of the Lists;

"Deliverables"	all Documents, products and materials developed by Best Companies or its agents, subcontractors, consultants and employees pursuant to the Services as relate solely to the Subscriber in any form, including data, reports and paper copies or electronic versions of the reports produced by Best Companies;
"Effective Date"	the date of Best Companies acceptance of the Subscriber's Purchase Order;
"Employee Survey"	the survey to be completed by the Subscriber's employees providing information regarding the Subscriber's business and operation;
"In-put Material"	all Documents, information and materials provided by the Subscriber relating to the Services including (without limitation), computer programs, data, reports, Employee Surveys, Organisation Questionnaires and specifications;
"Intellectual Property Rights"	all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
"Organisation Questionnaire"	the Best Companies Organisation Questionnaire completed by the Subscriber providing information regarding the Subscriber's business and operation;
"Purchase Order"	the online form which is completed by an authorised representative of the Subscriber in any respect relevant Project Year and which sets out the Services to be provided being any

or a combination of the following "Accreditation", "BCI Survey", "Best Companies to Work For", "Best Small Companies to Work For", "Best Big Companies to Work For" or "Best Not For Profit Organisations to Work For";

"Project Year"	the period between the publication of The Lists, typically commencing on or about 1 March and ending with the publication of The Lists on or about that date in the following year;
"The Lists"	any or a combination of "The Best Companies to Work For", "The Best Small Companies to Work For", "The Best Big Companies to Work For" and "The Best Not For Profit Organisations to Work For" published in or around March at the end of the project year
"Services"	any or a combination of BCI Survey, Best Companies To Work For, Best Small Companies to Work For, Best Big Companies to Work For, Best Not For Profit Organisations to Work For; and/or Accreditation, provided by Best Companies to the Subscriber;
"Subscriber"	the person, firm, company or organisation whose name is on the Purchase Order who is commissioning the Services from Best Companies
"Support Services"	the telephone and on-line support made available to Subscribers by Best Companies
"VAT"	value added tax chargeable under English law for the time being and any similar additional tax.

- 1.2 Headings in these conditions shall not affect their interpretation.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of the Agreement.
- 1.5 A reference to writing or written includes faxes but not e-mail.
- 1.6 Any obligation in the Agreement on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 1.7 References to conditions and schedules are to the conditions and schedules of the Agreement.

## 2. APPLICATION OF CONDITIONS

- 2.1 These terms and conditions including for the avoidance of doubt the Rules of Engagement set out in the Schedules hereto shall:
- (a) apply to and be incorporated into the Agreement; and
  - (b) prevail over any inconsistent terms or conditions contained, or referred to, in the Purchase Order, confirmation of order, acceptance of a quotation, or specification or other document supplied by the Subscriber, or implied by law, trade custom, practice or course of dealing.
- 2.2 The Subscriber's Purchase Order, or the Subscriber's acceptance of a quotation for Services by Best Companies, constitutes an offer by the Subscriber to purchase the Services on these Conditions.

## 3. COMMENCEMENT AND DURATION

Subject to condition 11 the Services supplied under this Agreement shall be provided by Best Companies to the Subscriber from the Effective Date for the duration of the current Project Year.

## 4. BEST COMPANIES OBLIGATIONS

- 4.1 Best Companies shall use reasonable endeavours to provide the Services, and to deliver the Deliverables to the Subscriber with a reasonable degree of skill and care provided that at all times the Subscriber complies with its obligations hereunder and abides by the terms of the Rules of Engagement.
- 4.2 Best Companies shall use all reasonable endeavours to ensure that access to the Support Services and Deliverables retained by them is available at all times during 9am to 5pm GMT/BST Monday to Friday excluding UK Bank and Public Holidays and training days
- 4.3 For the avoidance of doubt Best Companies has sole and exclusive ownership of all right, title and interest in and to the Services and the Deliverables including all copyright and any other Intellectual Property rights therein. This Agreement conveys a limited right and license to use the Services and Deliverables and shall not be construed to convey title to or ownership of the Services or the data contained therein to the Subscriber. All rights in and to the Services and the Deliverables not expressly granted herein to the Subscriber are reserved by Best Companies.

## 5. SUBSCRIBER'S OBLIGATIONS

- 5.1 The Subscriber shall:
- (a) co-operate with Best Companies in all matters relating to the Services; and
  - (b) provide to Best Companies, in a timely manner, such In-put Material (including responses to questionnaires) and other information as Best Companies may reasonably require.
- 5.2 The Subscriber warrants, represents and undertakes that it will follow the Rules of Engagement made available by Best Companies to the Subscriber from time to time. A copy of the current Rules relating to for the Lists and Accreditation can be found at Schedule 1. Should the Subscriber fail to comply, Best Companies shall be under no obligation to continue to perform the Services or to provide any refund of any sums received by way of Administration Fee or otherwise.
- 5.3 The Subscriber shall use all reasonable endeavours in line with Best Companies' requirements, to ensure that Employee Surveys are returned to Best Companies within 14 days of their receipt by the Subscriber or its employees, as applicable or within any deadline date notified to it by Best Companies.
- 5.4 For the avoidance of doubt, if fewer than 30% for "Big" organisations (defined as organisations with 3000 employees or greater), 40% for "Mid" organisations (defined as organisations with between 250

and 2999 employees) or the greater of 50% or 30 surveys for “Small” organisations (defined as organisations with fewer than 250 employees) of Employee Surveys issued to employees of the Subscriber are completed and submitted to Best Companies either on-line or by mail by the end of any survey period determined by Best Companies and notified to the Subscriber, Best Companies shall not evaluate the organisation for Accreditation or a position on The Lists and Subscriber will not be entitled to receive any refunds of the Administration Fee or any other fees paid to Best Companies.

- 5.5 The Subscriber shall complete and submit the Organisation Questionnaire within 21 days of it being made available or otherwise within any reasonable deadline date notified to it by Best Companies.

## 6. CHARGES AND PAYMENT

- 6.1 In consideration of the provision of the Services or part thereof by Best Companies, the Subscriber shall pay the charges as set out in Schedule 2 consisting of:
- (a) the Administration Fees; and/or
  - (b) agreed fees for Optional Value Added Services,
- calculated in accordance with Schedule 2.
- 6.2 All fees are non-refundable and exclusive of VAT which shall be additionally payable by the Subscriber at the then prevailing rate.
- 6.3 In the event that any fees payable to Best Companies are overdue and not paid in accordance with this Agreement Best Companies reserves the right to deny the Subscriber access to the Support Services and require the return of any Deliverables previously supplied and suspend all services until payment has been made in full.
- 6.4 For the avoidance of doubt, payment of the Administration Fee and the performance of the Services in no way guarantees that any particular results will be achieved or that the Subscriber shall appear on any of The Lists or attain any particular Accreditation rating.
- 6.5 The Subscriber shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within 21 days of receipt.
- 6.6 All sums payable to Best Companies under the Agreement shall become due immediately on its termination, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Agreement.

## 7. INTELLECTUAL PROPERTY RIGHTS

As between the Subscriber and Best Companies, all Intellectual Property Rights and all other rights in the Deliverables shall be owned by Best Companies. Best Companies licenses all such rights to the Subscriber free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Subscriber to make reasonable use of the Deliverables and the Services.

## 8. CONFIDENTIALITY AND THE SUBSCRIBER'S PROPERTY

- 8.1 Best Companies shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to Best Companies by the Subscriber, its employees, agents, consultants or subcontractors and any other confidential information concerning the Subscriber's business or its products which Best Companies may obtain.

8.2 Best Companies may disclose such information:

- (a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out Best Companies' obligations under the Agreement; and who are bound by equivalent obligations of confidentiality towards Best Companies as Best Companies has assumed towards the Subscriber
- (b) as may be required by law, court order or any governmental or regulatory authority.

## 9. LIMITATION OF LIABILITY

9.1 This condition 9 sets out the entire financial liability of Best Companies (including any liability for the acts or omissions of its employees, agents, consultants, and sub contactors) to the Subscriber in respect of:

- (a) any breach of the Agreement;
- (b) any use made by the supplier of the Services, the Deliverables or any part of them; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.

9.2 All warranties, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, and any warranties arising by statute or otherwise in law or from course of dealing, course of performance or use of trade are hereby excluded and disclaimed.

9.3 Best Companies' total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall not exceed the lesser of either:

- (a) the aggregate monies paid by the Subscriber to Best Companies for the Services provided during the 12 month period preceding the event giving rise to such liability (if such 12 month period has not elapsed the aggregate of the monies paid by the Subscriber prior to the event giving rise to such liability); or
- (b) £500,000.

9.4 Nothing in these Conditions limits or excludes the liability of Best Companies

- (a) for death or personal injury resulting from negligence; or
- (b) for any damage or liability incurred by the Subscriber as a result of fraud or fraudulent misrepresentation by Best Companies.

9.5 Subject to condition 9.2 and condition 9.4 Best Companies shall not be liable for:

- (a) loss of profits; or
- (b) loss of business; or
- (c) depletion of goodwill and/or similar losses; or
- (d) loss of anticipated savings; or

- (e) loss of goods; or
- (f) loss of Agreement; or
- (g) loss of use; or
- (h) loss or corruption of data or information; or
- (i) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

## 10. DATA PROTECTION

- 10.1 The Subscriber warrants, represents and undertakes that all personal Data as defined by the Data Protection Act 1998 (the "Act") that it supplies to Best Companies in relation to the provision of the Services or the associated Employee Surveys and Organisation Questionnaires will be supplied in accordance with the provisions of the Act and Privacy and Electronic Communications Regulations 2003 ("PECRs").
- 10.2 The Subscriber agrees that it will indemnify Best Companies in full and on demand against any and all claims made against Best Companies arising as a direct or indirect result of any failure of the Subscriber to comply with clause 10.1.
- 10.3 Best Companies warrants, represents and undertakes that all Personal Data as defined by the Data Protection Act 1998 (the "Act") that it receives in relation to the provision of the Services or the associated surveys will be managed and processed in accordance with the provisions of the Act.
- 10.4 The Subscriber acknowledges and agrees that Personal Data will be processed by and on behalf of Best Companies in connection with the Services.
- 10.5 Best Companies only disclose or allow access to the personal data by those of its employees (or agents or sub-contractors) whose use of such data relates to their normal employment or function and assist the Subscriber where necessary in meeting any subject information requests received from data subjects.
- 10.6 Best Companies agrees to ensure appropriate organisation and technical security measures will be taken to protect any personal data and any sensitive personal data, relating to the Subscribers' employees or other staff, transferred in connection with the provision of the agreed service.
- 10.7 Best Companies agrees that personal information provided in respect of the Service is done solely for the purposes of participating in BCI Survey, The Lists competition, Best Companies Accreditation, and Best Companies research and is not provided for any other purposes. Best Companies also agrees not to hold or further process personal information provided for longer than is necessary or to make onward transmission, electronic or otherwise, to third parties unless the Subscriber provides specific and prior agreement in writing.
- 10.8 The Subscriber agrees that the transfer by the Subscriber of personal data and sensitive personal data does not imply any transfer of intellectual property or other rights over any of the information provided.

## 11. TERMINATION

- 11.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Agreement without liability to the other immediately on giving notice to the other if:
  - (a) the other party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or

- (b) the other party commits a material breach of any of the terms of the Agreement and for the avoidance of doubt the Rules of Engagement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- (c) the other party repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement; or
- (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
- (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party; or
- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; or
- (h) a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 11.1(d) to condition 11.1(j) (inclusive); or
- (l) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

11.2 On termination of the Agreement for any reason:

- (a) the Subscriber shall immediately pay to Best Companies all of Best Companies' outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Best Companies may submit an invoice, which shall be payable immediately on receipt;
- (b) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

11.3 Should the Subscriber wish to cease receiving the Services they can do so by service of written notice on Best Companies. However, if such notice is not received at such a time as to allow Best Companies to reasonably request and in any event not later than 1 December in any Project Year the removal of the Subscriber from The Lists/Accreditation then the Subscriber may, notwithstanding the service of such notice, appear in the Lists/Accreditation.



12. FORCE MAJEURE

Best Companies shall have no liability to the Subscriber under the Agreement if it is prevented from, or delayed in performing, its obligations under the Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of Best Companies or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

13. VARIATION

Best Companies may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.

14. WAIVER

14.1 A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

14.2 Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

15. SEVERANCE

15.1 If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

15.2 If a provision of the Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

16. ENTIRE AGREEMENT

16.1 The Agreement and the Schedules hereto constitute the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

16.2 Each party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly provided in the Agreement.

16.3 Nothing in this condition shall limit or exclude any liability for fraud.

17. ASSIGNMENT

17.1 Neither party shall assign this Agreement, in whole or in part, without the written consent of the other party.

17.2 Each party that has rights under the Agreement is acting on its own behalf and not for the benefit of another person.

18. RIGHTS OF THIRD PARTIES

A person who is not a party to the Agreement shall not have any rights under or in connection with it.

## 19. NOTICES

- 19.1 Any notice required to be given under the Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party or as otherwise specified by the relevant party by notice in writing to the other party.
- 19.2 Any notice shall be deemed to have been duly received if delivered personally, or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 19.3 A notice required to be given under or in connection with the Agreement shall not be validly served if sent by e-mail.
- 19.4 Should the Subscriber appear on one of The Lists, gain Best Companies Accreditation or Ones to Watch status, the Subscriber consents to the use by Best Companies of the Subscriber's name in Best Companies lists and other publicity, including interviews, case studies and conference discussions, provided that such publicity accurately describes the nature of the relationship between the Subscriber and Best Companies.
- 19.5 This Agreement and its performance shall be governed by and construed in accordance with and the parties hereby submit to the non exclusive jurisdiction of the laws of England and Wales.
- 19.6 If any provision of this Agreement or the Services thereof is declared void, illegal or unenforceable, the remainder of this Agreement will be valid and enforceable to the extent permitted by applicable law. In such event, the parties agree to use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision.
- 19.7 Any failure by any party to this Agreement to enforce at any time any term or condition under this Agreement will not be considered a waiver of that party's right thereafter to enforce each and every term and condition of this Agreement.
- 19.8 Neither party will be responsible for delays resulting from circumstances beyond the reasonable control of such party, provided that the nonperforming party uses reasonable efforts to avoid or remove such causes of non-performance and continues performance hereunder with reasonable dispatch whenever such cause are removed.

## 20. GOVERNING LAW AND JURISDICTION

- 20.1 The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.
- 20.2 The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement or its subject matter or formation (including non-contractual disputes or claims).

## SCHEDULE 1

### SERVICES AND RULES OF ENGAGEMENT

The Rules of Engagement apply to "The Lists" programme provided by Best Companies and includes the conditions applying to The Lists and where applicable to the Accreditation Scheme provided by Best Companies

#### **Part 1 - for "The Lists" Rules of Engagement**

##### 1. INTRODUCTION

**It is important that you read the Rules of Engagement carefully and fully. As producers of The Lists, Best Companies Limited has put these rigorous measures in place to ensure that a fair and consistent approach is maintained throughout the process. Outlined below is a description of the rules by which Best Companies operates, and what is expected from organisations taking part within The Lists.**

##### 2. THE PURPOSE OF "THE LISTS"

To recognise the very best small, mid-sized, big for profit and Not-For-Profit organisations to work for in the UK and provide benchmark research into Workplace Engagement. The benefits of participation are substantial and include the option of detailed reporting and rigorous benchmarking for all organisations, and for successful organisations, publication of an online profile and on payment of a license fee, the ability to use The Lists Best Companies or Best Not For Profit Organisations to Work For logos.

##### 3. DEFINITIONS

3.1 The following definitions are provided to assist understanding:

**Full Time Equivalent:** a full-time employee, or a combination of part-time employees whose combined hours are the equivalent of a full-time position. For the purposes of the process, Best Companies uses the following definitions:

Full time = 35 hours or more per week

Part time = less than 35 hours per week

**Contractor:** an individual or organisation who may be carrying out work commissioned and under a contract to a client. There is no employee status – the individual does not have a contract of employment.

**Freelancer:** where there is a contract for services. There is no employee status – the individual does not have a contract of employment.

**External Seconded:** where employees of the organisation are temporarily seconded to another organisation but retain employee status under a contract of employment with the seconding organisation and are included in payroll. The External Seconded experiences the workplace environment of the organisation they are seconded to.

**Implant:** where an organisation provides staff to another organisation under contract. Employee status is retained under a contract of employment with the providing organisation The Implant experiences the workplace environment of the organisation that is receiving the Implant.

#### 4. ELIGIBILITY CRITERIA

The subscriber hereby confirms that, it meets the following eligibility criteria and if any change occurs prior to 30 September in the relevant Project Year or the end of the period of surveying, whichever is the later, it will immediately inform Best Companies:

- (a) The organisation must have been in existence as a legal entity for a minimum of 30 months.
- (b) The organisation has a minimum of 50 full-time (or full-time equivalent) employees working within the organisation's own workplace environment in the UK. Employees will have an employment contract and be paid by the organisation.
- (c) At least 50% of employees will have been employed by the Subscriber's organisation for longer than 6 months
- (d) Eligibility criteria includes Equity Partners of Professional Services firms within the overall number of employees
- (e) Eligibility criteria excludes Contractors, Freelancers, External Secondees, Implants, franchisees or other employees not on the organisation's payroll.
- (f) Any contemplated or proposed mergers, de-mergers or acquisitions not completed and fully integrated before 1<sup>st</sup> August in the Project Year, and which it is anticipated will take place prior to the following must be notified to Best Companies in writing.
- (g) Any Management buy outs contemplated or proposed not completed and full integrated before 1<sup>st</sup> August in the Project Year and which it is anticipated will take place prior to the following must be notified to Best Companies in writing.
- (h) Organisations involved in the processing of surveys or the editorial compilation of Best Companies lists are ineligible

##### 4.1 **List Specific Eligibility Criteria**

To be eligible for the 'Best Not For Profit Organisations to Work For, one of the following must apply to your organisation

- (a) Your organisation is more than 50% owned by a Government body
- (b) The Government appoints the majority of your directors
- (c) The Government determines or approves your business plans
- (d) Your organisation appears on the Charity Commission website [www.charitycommission.gov.uk](http://www.charitycommission.gov.uk)
- (e) Your organisation appears on the Scottish Charity Commission website [www.oscr.org.uk](http://www.oscr.org.uk)
- (f) Your organisation appears on the Isle of Man Index of Registered Charities [www.gov.im/registries/courts/charities](http://www.gov.im/registries/courts/charities)
- (g) Your organisation appears on the Northern Ireland Charity Commission website [www.charitycommissionni.org.uk](http://www.charitycommissionni.org.uk)
- (h) Your organisation appears on the FCA Mutuals Register [www.mutuals.fsa.gov.uk](http://www.mutuals.fsa.gov.uk) and is a society for the benefit of the community
- (i) Your organisation 'Company Type' is CIC 'Community Interest Company'
- (j) Your organisation is not-for-profit limited by guarantee

To be eligible for The Best Companies to Work For, The Best Small Companies to Work For or The Best Big Companies to Work For, none of the criteria listed in 4.1 (a) through to 4.1(j) must apply to your organisation

## 5. MULTIPLE ENTRIES

If an organisation is comprised of multiple trading divisions, it may enter in one of two ways:

### 5.1 As a Group of Companies or Divisions

Under this scenario all trading divisions within the UK will need to be included in the survey process. The sample of employees surveyed for the list will need to include employees from all companies or divisions and any data provided in the overall submission must reflect the organisation as a whole.

### 5.2 As Individual Trading Divisions

This requires that each trading organisation or division entered operates as a separate legal entity from any other organisation or division in the organisation complete with its own board of directors, managing director or CEO, and its own separate policies and procedures.

## 6. MERGERS AND ACQUISITIONS

Any mergers, de-mergers or acquisitions must have been completed before 1 August in any Project Year. Any business changes which occur after this date will be reviewed case by case at the discretion of Best Companies.

## 7. OTHER COMPANY CHANGES

Best Companies acknowledges that from time to time businesses may undergo major changes (i.e. large-scale restructuring exercises, downsizing, changes in trading name, etc) with little advance notice. To help ensure research data collected from your organisation remains current and up to date and is reflective of the present environment found in your workplace, Best Companies must be notified of any significant changes in the structure or operation of a business that takes place after the submission of the surveys and before publication of The lists.

## 8. ENTRIES

8.1 Employee Surveys and Organisation Questionnaires must be submitted in accordance with the process defined by Best Companies in order for an organisation to be nominated in The Lists;

8.2 The deadline for entry is 18 September and no entries will be accepted after this date.

8.3 No communications should be made to employees which may encourage a positive response such as communications highlighting benefits whilst introducing or reminding employees about the survey.

8.4 Any communications made to employees during the three months prior to the subscriber's agreement to these Rules of Engagement and Terms of Service, which may be deemed to be encouraging a positive response, by highlighting benefits whilst introducing or reminding employees about this survey must be notified in writing to Best Companies before surveying is undertaken.

9. ENTRY ACKNOWLEDGEMENT

You will receive written acknowledgement confirming receipt of your entry and will be assigned a point of contact at Best Companies who will maintain liaison throughout the process.

10. PROJECT MANAGEMENT

All Subscribers must nominate a Project Manager from within their organisation whose responsibility will be to ensure that the entry is completed within the timelines and in adherence with these Rules of Engagement. The Project Manager must have access to both external e-mail and the internet to effectively manage the process. In the interests of confidentiality, Best Companies will only discuss entries with the Project Manager or other specified persons.

11. BEST COMPANIES EMPLOYEE SURVEY

To elicit and measure the views and opinions of the Subscriber's employees and thereby arrive at a summary WIT and entry into The Lists Competition a randomly selected group will be chosen by Best Companies to complete an Employee Survey. The minimum number of surveys that an organisation will receive is dependent on the size of organisation as follows:-

Number of Employees	Minimum no. of surveys
250 and below	All employees
750	500
1,000	625
5,000	2,000
10,000	2,500
25,000	4,000
100,000 and above	11,500

11.1 At the discretion of Best Companies, some organisations may be required to distribute an additional number of surveys.

12. METHODOLOGY

12.1 Best Companies shall use three methods of surveying. Any or a combination of these may be employed:

**Paper** (principally for employees without an e-mail address and internet access)

(a) Selected employees are provided with a paper survey and a pre-paid return envelope to post directly back to Best Companies. A web address ([b.co.uk/survey](http://b.co.uk/survey)) is printed on each survey

where the respondent has the option to access and complete an on-line version by entering their unique survey code.

**Login by email** (for employees with an e-mail address and internet access)

(b) E-mail addresses for selected employees must be provided to Best Companies. An individual link to our secure website is then sent to each employee, together with a unique survey code to enable them to log in and complete the survey on-line.

(c) **Login by post** (for employees with internet access but without access to email)

Each selected employee is provided with a log-in code and instructions to access our secure website to enable them to complete the survey on-line

12.2 Best Companies requests that Project Managers choose the electronic option wherever possible – it's faster, increases the likelihood of achieving the required response rate and is environmentally friendly!

13. REQUIRED RESPONSE RATE

13.1 A minimum number of completed Surveys must be submitted for an organisation to be considered for entry into The Lists.

Organisation Size	Required Returns
Fewer than 249 employees	50% or 30 surveys whichever is greater
250 - 2999 employees	40% of all surveys issued
3000 + employees	30% of all surveys issued

13.2 Subscribers must not collect completed Employee Surveys themselves, however for paper surveys we encourage you to have central collection boxes available for employees to place their completed survey in the sealed pre-paid envelope to forward onto Best Companies. Any survey returned not in the sealed pre-paid envelope will not be accepted. In the event of unusual or unforeseen circumstances (e.g. postal strikes) please consult Best Companies before making any alternative arrangements. Best Companies will provide the Project Manager with appropriate communications for distribution to encourage increased levels of response from employees identified for completing Employee Surveys. However, any additional activities from a Subscriber (such as targeting individual employees or undue pressure being exerted on employees) may lead to disqualification. Should a Subscriber fail to achieve the required response rate by the end of the period designated by Best Companies for the survey process then it will be excluded from The Lists project.

14. BEST COMPANIES ORGANISATION QUESTIONNAIRE

14.1 In addition to the Employee Survey process the Subscriber shall be required to complete an "Organisation Questionnaire". The Organisation Questionnaire supports the overall research and evaluation and provides detail to assist composition of editorial content for The Lists profiles. It consists of several sections requiring the following information:

- (a) Best Companies' Workplace Factors - Within this section we require you to provide us company information covering our workplace factors
- (b) Organisation Information - Within this section we require you to provide us with basic details about your organisation, including what your organisation does, its ownership and financial information.

- (c) Employee Numbers - - Within this section we require you to provide us with a detailed breakdown of your workforce

14.2 Failure to complete and submit the Organisation Questionnaire by the final deadline for doing so will render an organisation ineligible for entry into The Lists.

## 15. WORKPLACE VISITS

Best Companies may require to visit a Subscriber's premises in the later stages of the research of the project when scores from the Employee Survey have been determined and the Organisation Questionnaire has been reviewed. Subscribers which are short-listed for visits by Best Companies will be notified in advance and hereby agree to facilitate any such visit by Best Companies to their premises.

## 16. MEASURING PERFORMANCE

16.1 Final scores and list positions for The Lists are based on objective data that Best Companies obtains from the measurement process. The intention is not to judge by the way we think is best but to produce an accurate measure of what employees think. Subscribers will be assessed on eight key workplace factors by measuring employee response to the Employee Survey.

16.2 Best Companies' methodology details the process and measurement of performance. A detailed description of our methodology is available at [www.b.co.uk](http://www.b.co.uk) and for the avoidance of doubt in agreeing to these terms the Subscriber agrees and accepts this methodology and scoring.

## 17. SUPPORT SERVICES

Use of the telephone/email support and access to survey results is limited to the Authorised Personnel and Best Companies is only obliged to grant access to such services and Deliverables to such Authorised Personnel save that the information contained in the Deliverables may be distributed within the Subscriber's own internal organisation.

## 18. WITHDRAWALS / DISQUALIFICATION

### 18.1 Withdrawals

- (d) Should an organisation wish to withdraw from the project then they must submit their withdrawal request to Best Companies for consideration as early as possible prior to publication and in any event not later than 1st December in any Project Year. Once The Lists have been finalised removing an organisation may not be possible.

### 18.2 Disqualifications

- (a) Although a rare occurrence, Best Companies reserves the right to disqualify or withdraw participant organisations from The Lists survey at Best Companies' discretion. Grounds for disqualification may include an event or action that takes place within a company prior to publication of The Lists which may affect their credibility as a good employer, the mishandling of survey materials, submission of illogical, erroneous or invalid data, dishonesty or the failure to abide by the rules, terms, conditions or spirit of the project. In such circumstances Best Companies reserves the right to retain all or part of the administration and survey fees. For the avoidance of doubt, in the unlikely event that any of Best Companies' media publishing partners refuse to publish an organisation then Best Companies will have no alternative than to remove that organisation from The Lists.
- (b) Subscribers should be aware that Best Companies actively requests employees of participating organisation to contact Best Companies if they have any concerns about the way the Employee Survey process has been conducted. All concerns are treated anonymously and will be investigated accordingly.



- (c) Best Companies reserves the right to refuse an application to enter or to remove an organisation during the process.

## 19. LIST PUBLICATION

- 19.1 Decisions in relation to scoring and placement made by Best Companies are final and no correspondence will be entered into with Subscribers. Subscribers will be notified a month prior to the publication date of "The Lists as to whether or not they have made the final lists.
- 19.2 Subscribers named to The Lists will be notified of their specific rankings at awards events which are held a few days prior to publication. Subscribers hereby agree not to disclose any information regarding rank until the date of publication.

## 20. PR

The Lists are usually published in early March; there is a strict press embargo in place until the date of publication. Best Companies, and our media partners will seek coverage to publicise winners from each list. This may include interviews with organisations and their employees and future contact by our media partners whilst an organisation remains on The Lists. Subscribers hereby consent to facilitate any such public relations activity as far as is reasonably possible.

## 21. AWARD PRESENTATION

Awards will be presented at an event in February or March towards the end of the Project Year. Successful organisations will be invited to purchase tickets to attend this event to receive their award and find out where their organisation ranks on The Lists. Organisations will receive recognition as a Best Company for a 12 month period only. Please note you may be required to pay the postage for your award if not collected at the event.

## 22. ANONYMITY

- 22.1 Best Companies agrees that in relation to all employees that are invited to participate in the survey that their individual views and opinions will remain anonymous, in particular:
  - (a) employees will never be asked to provide their names on surveys or include personal identifying data;
  - (b) to protect the identity of individual employees we do not report individual scores; only averages from groups where a minimum of three employees have responded;
  - (c) should an organisation purchase the option to view employee comments. Comments will not be attributed to individual employees;
  - (d) e-mail addresses for electronic survey distribution are not disclosed to any other parties and are removed from our systems 60 months after the project year;
  - (e) Where dynamic demographic reporting is available, we will not report back to the organisation information based on demographic splits which contain the responses of fewer than five employees;
  - (f) Surveys will only be accepted that are completed on line or individually sealed in their own envelope. Any surveys received that are not separately sealed in this way will not be included
  - (g) The Raw Data of any individual employee's survey response, will never be reported back to the organisation, whether or not it may be attached to information which may identify that employee, nor will it be provided to or transferred on to any other organisation at any time.

## Part 2 Accreditation – Rules of Engagement

### 1. INTRODUCTION

Subscribers may enter into the Accreditation programme independently of “The Lists”

To ensure a fair and consistent approach Subscribers are required to abide by these Rules of Engagement

### 2. PURPOSE

Accreditation is an elite performance standard to recognise and reward organisations that demonstrate high levels of workplace engagement. Successful organisations are encouraged to celebrate and promote their achievement and create a forum for best practice. Participating organisations are measured against eight key workplace factors to identify a Best Companies Index (“BCI”) score. This BCI score will determine their star rating against a fixed standard where:

1 Star	Very Good
2 Stars	Outstanding
3 Stars	Extraordinary

Unlike a competition (where performance positions may change based on the overall number and standard of participants). Accreditation is designed to provide a consistent standard over the years.

### 3. DEFINITIONS

3.1 The following definitions are provided to assist understanding:

**Full Time Equivalent:** a full-time employee, or a combination of part-time employees whose combined hours are the equivalent of a full-time position. For the purposes of the process, Best Companies uses the following definitions:

Full time = 35 hours or more per week

Part time = less than 35 hours per week

**Contractor:** an individual or organisation who may be carrying out work commissioned and under a contract to a client. There is no employee status – the individual does not have a contract of employment.

**Freelancer:** where there is a contract for services. There is no employee status – the individual does not have a contract of employment.

**External Seconded:** where employees of the organisation are temporarily seconded to another organisation but retain employee status under a contract of employment with the seconding organisation and are included in payroll. The External Seconded experiences the workplace environment of the organisation they are seconded to.

**Implant:** where an organisation provides staff to another organisation under contract. Employee status is retained under a contract of employment with the providing organisation The Implant experiences the workplace environment of the organisation that is receiving the Implant.

#### 4. ELIGIBILITY CRITERIA

The subscriber hereby confirms that, it meets the following eligibility criteria and if any change occurs prior to 30 September in the relevant Project Year or the end of the period of surveying, whichever is the later, it will immediately inform Best Companies.

- (a) The organisation must have been in existence as a legal entity for a minimum of 30 months.
- (b) The organisation has a minimum of 50 full-time (or full-time equivalent) employees working within the organisation's own workplace environment in the UK. Employees will have an employment contract and be paid by the organisation.
- (c) At least 50% of employees will have been employed by the Subscriber's organisation for longer than 6 months
- (d) Eligibility criteria includes Equity Partners of Professional Services firms within the overall number of employees
- (e) Eligibility criteria excludes Contractors, Freelancers, External Secondees, Implants, franchisees or other employees not on the organisation's payroll.
- (f) Any contemplated or proposed mergers, de-mergers or acquisitions not completed and fully integrated before 1<sup>st</sup> August in the Project Year, and which it is anticipated will take place prior to the following must be notified to Best Companies in writing.
- (g) Any Management buy outs contemplated or proposed not completed and fully integrated before 1<sup>st</sup> August in the Project Year and which it is anticipated will take place prior to the following must be notified to Best Companies in writing.
- (h) Organisations involved in the processing of surveys or the editorial compilation of Best Companies lists are ineligible to participate.

#### 5. MULTIPLE ENTRIES

If an organisation is comprised of multiple trading divisions, it may enter in one of two ways:

##### 5.1 As a Group of Companies or Divisions

Under this scenario all UK trading divisions will need to be included in the survey process. The sample of employees surveyed will need to include employees from all UK companies or divisions and any data provided in the overall submission must reflect the organisation as a whole.

##### 5.2 As Individual Trading Divisions

This requires that each trading organisation or division entered operates as a separate legal entity from any other organisation or division in the organisation complete with its own board of directors, managing director or CEO, and its own separate policies and procedures.

*Important Note – For organisations that choose to take part as a group of organisations or a division, scores from the Employee Surveys conducted within all trading organisations or division are used to calculate an overall score. This process amalgamates findings of the strongest and weakest trading organisations or divisions. As a result, the organisation or division with the best workplace does not stand out as it would if surveyed in its own right.*

## 6. MERGERS AND ACQUISITIONS

Any merger, de-mergers or acquisitions must have been completed before 1 August in any Project Year. Any business changes which occur after this date will be reviewed case by case at the discretion of Best Companies.

## 7. OTHER COMPANY CHANGES

Best Companies acknowledges that from time to time businesses may undergo major changes (i.e. large-scale restructuring exercises, downsizing, changes in trading name, etc) with little advance notice. To help ensure research data collected from your organisation remains current and up to date and is reflective of the present environment found in your workplace, Best Companies must be notified of any significant changes in the structure or operation of a business that takes place after the submission of the surveys and before publication.

## 8. ENTRIES

- 8.1 Employee Surveys and Organisation Questionnaires must be submitted in accordance with the process defined within the Project Manager role and responsibilities in order for an organisation to be nominated in the project;
- 8.2 The deadline for entries is 16 September and no entries into the project will be accepted after this date.
- 8.3 No communications should be made to employees which may encourage a positive response such as communications highlighting benefits whilst introducing or reminding employees about the survey.
- 8.4 Any communications made to employees during the three months prior to the subscriber's agreement to these Rules of Engagement and Terms of Service, which may be deemed to be encouraging a positive response, by highlighting benefits whilst introducing or reminding employees about this survey must be notified in writing to Best Companies before surveying is undertaken.

## 9. ENTRY ACKNOWLEDGEMENT

You will receive written acknowledgement confirming receipt of your entry and will be assigned a point of contact at Best Companies who will maintain liaison throughout the process.

## 10. PROJECT MANAGEMENT

All Subscribers must nominate a Project Manager from within their organisation whose responsibility will be to ensure that the entry is completed within the timelines and in adherence with these Rules of Engagement. The Project Manager must have access to both external e-mail and the internet to effectively manage the process. In the interests of confidentiality, Best Companies will only discuss entries with the Project Manager or other specified persons.

11. BEST COMPANIES EMPLOYEE SURVEY

11.1 To elicit and measure the views and opinions of the Subscriber's employees and thereby receive a WIT Summary and entry into the project, a selected group will be chosen by Best Companies to complete an Employee Survey. The minimum number of Surveys that an organisation will receive is dependant on the size of organisation as follows:-

Number of Employees	Minimum no. of surveys
250 and below	All Employees
750	500
1,000	625
5,000	2,000
10,000	2,500
25,000	4,000
100,000 and above	11,500

11.2 At the discretion of Best Companies, some organisations may be required to distribute an additional number of surveys.

12. METHODOLOGY

12.1 Best Companies shall use three methods of surveying. Any or a combination of these methods may be employed:

**Paper** (principally for employees without an e-mail address and internet access)

Selected employees are provided with a paper survey and a pre-paid return envelope to post directly back to Best Companies. A web address ([www.b.co.uk/survey](http://www.b.co.uk/survey)) is printed on each survey where the respondent has the option to access and complete an on-line version by entering their unique survey code.

**Electronic** (for employees with an e-mail address and internet access)

E-mail addresses for selected employees must be provided to Best Companies. An individual link to our secure website is then sent to each employee, together with a unique survey code to enable them to log in and complete the survey on-line.

**Hybrid** (for employees with internet access but without access to email)

Each selected employee is provided with a log-in code and instructions to access our secure website to enable them to complete the survey on-line

12.2 Best Companies requests that Project Managers choose the electronic option wherever possible – it's faster, increases the likelihood of achieving the required response rate and is environmentally friendly!

13. REQUIRED RESPONSE RATE

- 13.1 A minimum number of Completed Surveys must be submitted for an organisation to be considered for Accreditation.

Organisation Size	Required Returns
Fewer than 249 employees	50% or 30 surveys whichever is greater
250 - 2999 employees	40% of all surveys issued
3000+ employees	30% of all surveys issued

- 13.2 Subscribers must not collect completed Employee Surveys themselves, however for paper surveys we encourage you to have central collection boxes available for employees to place their completed survey in the sealed pre-paid envelope to forward onto Best Companies. Any survey returned not in the sealed pre-paid envelope will not be accepted. In the event of unusual or unforeseen circumstances (e.g. postal strikes) please consult Best Companies before making any alternative arrangements. Best Companies will provide the Project Manager with appropriate communications for distribution to encourage increased levels of response from employees identified for completing Employee Surveys. However, any additional activities from a Subscriber (such as targeting individual employees or undue pressure being exerted on employees) may lead to disqualification. Should a Subscriber fail to achieve the required response rate by the end of the period designated by Best Companies for the survey process then it will be excluded from Best Companies Accreditation project.

#### 14. BEST COMPANIES ORGANISATION QUESTIONNAIRE

- 14.1 In addition to the Employee Survey process the Subscriber shall be required to complete an "Organisation Questionnaire". The Organisation Questionnaire supports the overall research and evaluation and provides detail to assist composition of editorial content for The Best Companies Guide, website and publicity. The Questionnaire consists of 3 sections:

- (a) Best Companies' Workplace Factors - Within this section we require you to provide us company information covering our workplace factors
- (b) Organisation Information - Within this section we require you to provide us with basic details about your organisation, including what your organisation does, its ownership and financial information.
- (c) Employee Numbers - - Within this section we require you to provide us with a detailed breakdown of your workforce

- 14.2 Failure to complete and submit the Organisation Questionnaire by the final deadline for doing so will render an organisation ineligible for Accreditation.

#### 15. WORKPLACE VISITS

Best Companies may require to visit a Subscribers premises in the later stages of the research of the project when scores from the Employee Survey have been determined and the Organisation Questionnaire has been reviewed. Subscribers which are short-listed for visits by Best Companies will be notified in advance and hereby agree to facilitate any such visit by Best Companies to their premises.

## 16. MEASURING PERFORMANCE

- 16.1 BCI scores for Accreditation are based on objective data that Best Companies obtains from the measurement process. The intention is not to judge by way we think is best but to produce an accurate measure of what employees think. Subscribers will be assessed on eight key workplace factors by measuring employee responses to the Employee Survey.
- 16.2 Best Companies' methodology details the process and measurement of performance. A detailed description of our methodology is available at [www.b.co.uk](http://www.b.co.uk) and for the avoidance of doubt in agreeing to these terms the Subscriber agrees and accepts this methodology and scoring.

## 17. SUPPORT SERVICES

Use of the telephone/email support and access to survey results is limited to the Authorised Personnel and Best Companies is only obliged to grant access to such services and Deliverables to such Authorised Personnel save that the information contained in the Deliverables may be distributed within the Subscriber's own internal organisation.

## 18. WITHDRAWALS / DISQUALIFICATION

### 18.1 Withdrawals

Should an organisation wish to withdraw from the project then they must submit their withdrawal request to Best Companies for consideration as early as possible prior to publication and in any event not later than 1st December in any Project Year. Once the Best Companies Guide has been finalised, removing an organisation may not be possible.

### 18.2 Disqualifications

- (a) Although a rare occurrence, Best Companies reserves the right to disqualify participant organisations from Accreditation at Best Companies' discretion. Grounds for disqualification may include an event or action that takes place within an organisation prior to publication which may affect their credibility as a good employer, the mishandling of survey materials, submission of illogical, erroneous or invalid data, dishonesty or the failure to abide by the rules, terms, conditions or spirit of the project. In such circumstances Best Companies reserves the right to retain all or part of the administration and Accreditation Fees.
- (b) Subscribers should be aware that Best Companies actively requests employees of participating organisation to contact Best Companies if they have any concerns about the way the Employee Survey process has been conducted. All concerns are treated anonymously and will be investigated accordingly.
- (c) Best Companies reserves the right to refuse an application to enter or to remove an accreditation status.

## 19. ACCREDITATION PUBLICATION

Section 1.02 Decisions in relation to scoring and status made by Best Companies are final and no correspondence will be entered into. Subscribers will be notified in January of the Project Year, as to whether or not they have been accredited along with their BCI Score and Accreditation grade.

## 20. PR

Best Companies, and our media partners will seek coverage to publicise accredited organisations. This may include interviews with organisation and their employees and future contact by our media partners whilst an organisation remains accredited. All organisations successful in gaining accreditation or Ones to Watch status will be published in the public domain.

## 21. RECOGNITION AWARD PRESENTATION

Successful organisations will receive an Accreditation award between January and March of the project year. Organisations will receive Accreditation for a 12 month period only. Please note a charge for postage may be made if your award is not collected.

## 22. ANONYMITY

22.1 Best Companies agrees that in relation to all employees that are invited to participate in the survey that their individual views and opinions will remain anonymous, in particular:

- (a) employees will never be asked to provide their names on surveys or include personal identifying data;
- (b) to protect the identity of individual employees, we do not report individual scores; only averages from groups where a minimum of three employees have responded;
- (c) should an organisation purchase the option to view employee comments. Comments will not be attributed to individual employees;
- (d) e-mail addresses for electronic survey distribution are not disclosed to any other parties and are removed from our systems 60 months after the project year;
- (e) Where dynamic demographic reporting is available, we will not report back to the organisation information based on demographic splits which contain the responses of fewer than five employees;
- (f) Surveys will only be accepted that are completed on line or individually sealed in their own envelope. Any surveys received that are not separately sealed in this way will not be counted;
- (g) The Raw Data of any individual employee's survey response, will never be reported back to the organisation, whether or not attached to information which may identify that employee, nor will it be provided to or transferred on to any other organisation at any time.



## FEES

### 1. BCI SURVEY, THE LISTS, ACCREDITATION AND COMPETITION ENTRY

- 1.1 The fees payable by a Subscriber are dependent upon the category. There are three categories based upon the number of employees of the organisation:

Number of employees	
Small organisations	50-249
Mid-sized organisations	250-2999
Big organisations	3000+

### 2. COST OF ENTRY / ADMINISTRATION FEE

- 2.1 There is an Administration Fee (dependent on the size of an organisation as set out above) for participating in The Lists survey and Competition. This fee is payable within 21 days of registering online.

- 2.2 The Administration Fee covers the following:

- (a) Summary WIT report – an interactive summary report of key workplace factors and average response profiles for an organisation
- (b) Entry into The Lists project
- (c) Administration, supply, and return of Employee Surveys
- (d) Best Companies staff support (phone and e-mail) throughout the project
- (e) Where successful in being named to The Lists, an award and publication

- 2.3 Please note that the Administration Fee is the only obligatory payment that an organisation will be asked to make throughout the entire project. Surveys will not be made available until the administration fee has been received.

### 3. OPTIONAL VALUE ADDED SERVICES

Section 1.03 Optional value-added services are available to all participating organisations at an additional cost:

- (a) Additional insights - the opportunity to survey a larger sample of the workforce for an organisation to receive a greater depth of data back about the views of their employees
- (b) The opportunity to employ a site sample technique where an organisation has multiple sites
- (c) Upgrade WIT - option to upgrade your free summary data to include score comparisons, benchmarking demographic breakdowns and data presentation packs.

- (d) MC3 – the opportunity to construct the survey to allow additional reporting of employee engagement data on the group of employees for which each manager is responsible, in order to aid manager feedback and development
- (e) Pre-packaging of employee surveys and/or distributing to each location.

Section 1.04 The following items are additionally available for purchase, to organisations successful in being named to one of The Lists:

- (e) Tickets for an awards celebration
- (f) Additional awards
- (g) Advertisements in national and regional publications
- (h) Copies of The Lists magazine and merchandise

#### 4. ACCREDITATION FEES

The fees payable for the Best Companies Accreditation process are dependent upon the size and nature of the organisation and Best Companies will, in each case, provide potential subscribers with an individual quotation. However, in principle the level of fee payable will be linked to the number of employees in the organisation.