



Conditions of Contract

1. Introduction

This Agreement (which incorporates the Application for Registration) enables organisations whose management system complies with the requirements of the specific standard to be registered by BSI and to display the BSI Registered symbol in accordance with our document 'How to Display the BSI Registered symbol' which forms part of this Agreement. BSI reserves the right to amend this Agreement from time to time provided BSI gives you at least 60 days written notice of such amendment. 'BSI' means BSI staff and agents in this Agreement.

2. The Five Stages of Registration

2.1 Enquiry

Following your enquiry, BSI will provide you with a written quotation for BSI's services, specifying the duration of each quotation.

2.2 Application

Upon your written acceptance of the quotation, BSI requires you to pay to BSI a non-returnable application fee specified in the quotation to cover BSI's administration costs.

2.3 Initial Assessment

To enable BSI to establish confidence that your management system satisfies both the terms of this Agreement and the specified standard, we require you to:

- a) pay the full assessment fee specified in the quotation
- b) enable BSI to have access to all records, documentation, work areas and personnel relevant to your registration
- c) at the time of the assessment demonstrate compliance with the specified standard to BSI's satisfaction
- d) nominate a deputy management representative and advise BSI of this nomination.

If BSI is not satisfied that compliance can be adequately demonstrated during the initial assessment visit, it may be necessary to undertake an unlimited number of special visits before certification can be granted. Should that be the case, any special visits will be arranged in advance and charged at the BSI standard assessment day rate applicable at the time.

2.4 Certification

When you have satisfied BSI of your compliance, BSI shall provide (following consultation with you) a written scope of registration describing the assessed activities and their locations.

As evidence of compliance you will receive a BSI signed certificate, and will be advised in writing of its terms of validity. This certificate may be supported by continuation appendices.

BSI may at any time refuse to issue a certificate or revoke or suspend or terminate such certificate in circumstances where, in BSI's reasonable opinion, compliance with the specified standard or this Agreement (including, without limitation, the 'How to display the BSI Registered Symbol') has not yet been met.

2.5 Ongoing and Re-assessments

It is a condition of this Agreement that you must advise BSI in writing if at any time you do not comply with this Agreement or the specified standard.

During the certification cycle BSI shall make regular visits to ascertain the continuing effectiveness of your management system, and in certain circumstances including non-compliance with the specified standard, it may be necessary for BSI to make special visits. The duration and frequency of regular and special visits is not fixed but shall be at the reasonable discretion of BSI, and will be arranged in advance and charged at the BSI standard assessment day rate applicable at the time.

BSI will confirm the certification cycle relating to the registration. At the end of the certification cycle, BSI will undertake a re-assessment of your management system to assess suitability for continuation of your certification.

3. Publicity and Promotion

In order to maintain the integrity of BSI's service, you agree not to make any misleading statement concerning your application or registration to any third party or with your own advertising brochures (whether used for internal or external purposes) and will use your best endeavours to ensure that no-one connected with you gives any such misleading impression.

4. Confidentiality

BSI, its staff and agents shall keep confidential all information relating to your business and shall not disclose any such information to any third party, except that in the public domain or required by law or relevant accreditation bodies. BSI staff, agents and accreditation bodies have signed individual confidentiality undertakings and will only receive confidential information on a 'need to know' basis. This confidentiality undertaking shall continue for 90 days after termination of this Agreement.

For the avoidance of doubt any correspondence between BSI and you shall be strictly confidential and shall not be disclosed to any third party for any purpose whatsoever (unless otherwise agreed in writing or required by law).

5. Fees and Charges

BSI shall invoice you for the following:

- a) application fees
- b) assessment fees
- c) annual management fees. The period for annual management runs from 1st May through to 30th April the following year.
- d) special visit fees

You undertake to pay the fees invoiced payable at the times in the invoice. In the absence of any contrary written agreement all fees shall be payable within 30 days following the date of invoice. BSI shall be entitled to charge interest at the rate of two and one half per cent over the base lending rate per annum from time to time in force at the National Westminster Bank plc on the amount of the delayed payment for the period of the delay inclusive of the date payment is received.

Any request for change or cancellation of an assessment must be notified in writing to and received by BSI at least 30 days prior to the assessment date. If you fail to make such notification to BSI in time, 100% of the assessment fee will be invoiced to and payable by you in accordance with the payment provisions of this Clause.

You shall pay any annual management fee invoice in accordance with the payment provisions of this Clause including in circumstances where this Agreement is terminated for whatever reason subsequent to the date of such invoice.

BSI will not consider any query you have with a BSI invoice unless you notify BSI of such query in writing using the contact details given on the invoice within 21 days of the date of such invoice. Any such query does not affect the 30 day invoice payment period stated above.

6. Ownership of BSI Registration

The certificate and the right to use the BSI Registered symbol shall remain the property of BSI and you agree not to assign, charge, licence, transfer or otherwise deal with them in any way.

7. Termination

BSI reserves the right to terminate this Agreement immediately if you fail to comply with any of the terms herein or have acted in such a way as to bring your registration into disrepute and have failed to remedy such breach within 30 days of being given written notice by BSI.

BSI may also terminate this Agreement without cause by giving you 90 days notice in writing.

You may terminate this Agreement by giving BSI 60 days notice in writing.

Either party may terminate the Agreement without notice if the other is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order should be made or a resolution passed for the liquidation, administration, winding-up or dissolution of the other party (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer should be appointed over all or any substantial part of the assets of the other party or the other party should enter into or propose any composition or arrangement with its creditors generally or anything analogous to the foregoing shall occur in any applicable jurisdiction.

Upon termination of this Agreement your registration will immediately cancel and you must remove all references to BSI registration and the BSI Registered Symbol and shall, if requested by BSI, confirm in writing to BSI that all such references have been removed. Your signed original registration certificate and all copies must be returned to BSI within 30 days of the date of termination.

8. Force Majeure

BSI and you will be released from the obligations in this Agreement if any event beyond the control of both of us shall make performance of this Agreement impossible.

9. Safety

Prior to BSI visiting any of your sites you are responsible for providing to BSI relevant H&S information (including but not limited to disclosing the need for specialist training) to demonstrate that you will ensure so far as is reasonably practicable BSI's health, safety and welfare at all times whilst BSI is at work on your site. You are responsible for ensuring that when BSI visits any of your sites, adequate information and instruction is given on the relevant hazards and risks to which BSI may be exposed and an appropriate level of supervision and personal protective equipment it is provided to BSI. BSI must be notified immediately of any accident or incident on any of your sites which poses a risk to BSI.

10. Limitation of Liability

Except for liability for death or personal injury directly resulting from BSI's acts or omission, BSI's liability in respect of any single event or series of events for breach of BSI's obligations in this Agreement shall be strictly limited to the amounts payable by you to BSI in the 12 months preceding the date of the event or events giving rise to the loss.

11. Insurance

BSI reserves the right to require you to produce satisfactory evidence that you have in force satisfactory insurance coverage for the purpose of meeting any third party liability.

12. Complaints

If BSI receives complaints about your organisation within the scope of your Registration, which prove on investigation to be well founded, BSI will:

- a) Require remedial action within a specified time; or
- b) Withdraw or suspend Registration if the complaint is irremediable or not remedied within the specified time.

If you have cause to complain regarding the provision of BSI services, the complaint must be made to the Customer Satisfaction Manager. BSI will investigate the complaint in a timely and responsible manner.

13. Assignment

BSI may assign this Agreement to any company as defined in accordance with s736 of the Companies Act 1985 (as amended by s114 of the Companies Act 1989) and any other corporate body that BSI has an interest, shares, control or affiliation with. BSI may sub contract the undertaking of assessment visits to BSI approved agents.

14. Appeals

Where you are unable to resolve any dispute relating to your Registration by discussion with your designated Client Manager, you may appeal in writing to the BSI Company Secretary.

15. Law

This Agreement shall be governed by English law and the parties agree to submit to the non exclusive jurisdiction of the courts of England and Wales.

