

1. Introduction and definitions

1.1 These Terms & Conditions have been prepared in accordance with United Kingdom (UK) law. If the CIAPS web site is accessed from a country other than the UK the information and the Terms and Conditions may not satisfy the laws of that country. Relevant English law will apply to these Terms and Conditions and the relevant courts of the UK will have exclusive jurisdiction.

1.2 CIAPS offers an accredited certification service to organisations in order for them to demonstrate the competency of their management systems (the "system") to their clients ["system" shall mean the organisational structure, finance, technical standards, responsibilities, policies, practices, activities, resources that together provide organised procedures and methods of implementation to ensure the capability of meeting a given standard].

1.3 This document describes the rights, responsibilities and duties of the Construction Industry Accredited Performance Scheme Ltd (CIAPS) and the suppliers of information, i.e. certified members and registered clients seeking Construction Commitment compliance certification, hereby identified in these Terms & Conditions as the subscriber (the "Subscriber") whose management system has been or is to be certified.

2. Scope of Contract

2.1 Acceptance of these Terms & Conditions, as evidenced by an application for membership and the payment of the relevant fee, shall form the contract ("the Contract") between the parties.

2.2 The parties to the Contract are independent and nothing in this contract shall be deemed to place the parties in the relationship of employer/employee, principal/agent, partners or joint ventures. The Contract (Rights of Third Parties) Act 1999 shall not apply to the Contract.

2.3 These terms and conditions constitute the sole obligations to be undertaken by CIAPS, and the sole rights and remedies of the Subscriber, to the exclusion of all other representations, statements, terms, conditions whether expressed or implied, except for fraudulent misrepresentation.

3. Acceptance

3.1 Every Subscriber using any or all of the CIAPS services confirms on registration their acceptance of the scheme's rules (as detailed on the CIAPS website).

3.2 The person named as signing these Terms and Conditions on behalf of the Subscriber must be authorised by the Subscriber to sign such undertakings.

4. IP Rights

4.1 The CIAPS intellectual property rights, titles and interests in all service mark(s), trademark(s), other names or logos, copyright works and inventions remain the property of CIAPS and cannot be sold or licensed by the Subscriber; CIAPS will monitor the use of logos and/or marks and reserves the right to withdraw the entitlement to use the logo,

certificates and, where applicable, audit documentation should the Contract be terminated, for whatever reason.

5. Obligations of CIAPS

5.1 CIAPS will approve Certification Bodies (the "CB"), who are accredited by the United Kingdom Accreditation Service (UKAS) in accordance with the standard ISO 17021 to operate in construction, to conduct the certification inspections to the BS EN 45011 standard.

5.2 CIAPS will ensure that the inspection service is available within a prescribed time frame in order to assist Subscribers achieve certification within the relevant period set down in the scheme rules.

5.3 CIAPS will issue a compliance certificate to the subscriber, valid for one year, on the successful completion of the requirements for the relevant standard. The Accredited level certificate is issued on the successful completion of a certification inspection by the CB which includes the closure of all nonconformities and the relevant independent review being completed by the CB's inspector(s).

5.4 The certificate awarded covers only those competencies strictly within the scope of the relevant standard, as published on the CIAPS website.

6. Obligations of the Certification Bodies

6.1 The CB will conduct certification inspections of those competencies strictly within the scope of the relevant standard, as published on the CIAPS website. When required, the CB will issue non-conformance reports after each inspection to the subscriber.

7. Obligations of the Subscriber

7.1 The Subscriber must maintain its System in accordance with its awarded standard. In addition the Subscriber must allow access to the CB's inspectors to verify the maintenance of the System, including access to all customer/supplier complaints and notices and all other documents issued by regulatory authorities.

7.2 The Subscriber is required to inform CIAPS promptly of any significant changes to its System or any other circumstances, which may affect the validity of its certification e.g. (but without limitation) a change of address, ownership or scope.

8. Suspension, withdrawal or cancellation of the certification

8.1 CIAPS reserves the right to suspend, extend or cancel the certification at any time and will give 1 months notice or shorter notice as the situation may require depending upon the information to hand. If such actions are deemed necessary the Subscriber will be fully briefed and given reasonable opportunity to take corrective action before the decision is implemented. CIAPS reserves the right to publish the fact that such action has been taken.

9. Appeals, disputes and complaints

9.1 Should the Subscriber wish to appeal against or dispute the decisions of the CB it should do so in accordance with the CB's appeals procedure, as laid down by UKAS.

9.2 All complaints relating to the Scheme's rules should be made in writing to the CIAPS Registrar. Complaints will be acknowledged in ten working days, investigated and answered normally within twenty eight working days. In the event that the CIAPS response is rejected by the complainant, the dispute and attendant costs will be referred to the Institute of Arbitrators for binding arbitration.

10. Subscriber Warranty

10.1 The Subscriber hereby warrants and covenants with CIAPS that it will at all times during the subsistence of the Contract comply with all reasonable requirements necessary for certification including (but without prejudice to the generality thereof) all statutes, rules, regulations issued by any statutory or other competent authority, all recommendations, codes and similar matters issued by any authority pursuant to which in compliance with which or for the purpose of which the registration is awarded or such other reasonable requirements of CIAPS as are necessary to enable the certification to be issued and maintained in force in conformity with the scheme's standards.

10.2 The Subscriber hereby warrants the completeness and accuracy of all documents and accuracy of all information supplied to CIAPS for the purposes of the Contract, both at the time of supply and subsequently.

11. CIAPS Warranty

11.1 CIAPS warrants that it will provide the services with reasonable care and skill. Subject to the foregoing, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise, are hereby excluded to the fullest extent permitted by law.

12. Fees

12.1 Payment must be received in accordance with the conditions laid down in the scheme's rules.

12.2 Any revision to the registration and licensing fee structure, on which the Contract is based, is normally made each year on January 1st. Any changes are published in advance on the CIAPS website; however, CIAPS reserves the right to amend its charges at any time.

13. Termination

13.1 Each party may terminate the Contract by either:

- a) Notice – The initiating party may give three months written notice to the other and the contract shall terminate upon expiry of said three-month period;
- b) Default - immediately upon either party being notified by the other of any material breach of this Agreement if the same has not been remedied within 28 days from the date of receipt of said notification;

- c) Liquidation - if either party goes into liquidation, receivership or an administrator is appointed for all or part of the undertaking thereof; or
- d) Ceasing to trade - if either party ceases to trade, whether in whole or in part.

13.2 In the event of the Contract being terminated whether by notice, default or otherwise the CIAPS Certificate issued pursuant hereto shall forthwith become invalid and the Subscriber shall cease to be entitled to use the same and shall return to CIAPS all documentation issued pursuant or relevant thereto or bearing an indication of such Certification including the CIAPS logo.

14. Liability

14.1 CIAPS shall not be liable to the Subscriber, by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit, contracts or goodwill, loss or corruption of data or any indirect, special or consequential loss or damage (whether for loss of contracts, goodwill, profit or otherwise), costs or expenses, or other claims for compensation whatsoever (whether caused by the negligence of CIAPS, its employees or agents or otherwise and whether CIAPS had been advised of the possibility of the Subscriber incurring or suffering the same) which arise out of or otherwise in connection with the performance or non-performance of the Contract by CIAPS for the Member.

14.2 CIAPS ensures that data is gathered strictly in accordance with the scheme's rules. Responsibility for the accuracy of the data provided to CIAPS by third parties, e.g. for health & safety, resides with the third party.

14.3 The Subscriber remains solely liable for any defect in the System and shall defend, protect and indemnify CIAPS from any and all, loss, costs, expense, claims or liability arising from the System.

15. Indemnity

15.1 The Subscriber shall fully and effectually indemnify against all costs, expenses, claims, actions, demands and liabilities arising from the use or misuse by the Subscriber of any certificate, licence, logo, mark of conformity provided by CIAPS in accordance with the Contract; and any breach of the Contract by the Subscriber.

15.2 The Subscriber hereby acknowledges that any such breach, default, non-compliance or non-observance by it of its duties and obligations owed under the Contract or otherwise may result in CIAPS being in breach, default, non-compliance or non-observance of its duties, liabilities and obligations owed to third parties such that CIAPS will be liable in damages or otherwise will sustain loss, costs or expense. Any such damages, loss, cost and expense are hereby agreed to be within the contemplation of the parties as being the probable results of any such breach, default, non-compliance or non-observance by the Subscriber of its duties and obligations owed.

16. Force Majeure

16.1 CIAPS shall not be liable for any delay in or failure of performance in its obligations if that delay or failure is caused by circumstances beyond its reasonable control ("force

majeure”) such as war, riot, civil commotion, strike, malicious damage, compliance with any law or governmental order, rule, regulation or direction, fire, flood, storm, act of God, failure of ISP or telecommunications provider in connection with the performance of this agreement and the time for performance shall be extended by the period of force majeure.

17. Confidentiality

17.1 Except as will be required to promote the Subscriber’s services or required by a third party contributing to the processing of the Subscriber’s application, CIAPS and the Subscriber will treat as strictly confidential and will not disclose to any third party without the prior consent of the other, any information which comes into their possession, the possession of their employees, agents or others by virtue of the Contract, provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the Contract or which was already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause) or which is required to be disclosed by law. The foregoing obligations as to confidentiality shall survive any termination of the Contract.

17.2 CIAPS reserves the right to analyse information, derive and publish statistics in an unattributable format.

17.3 CIAPS reserves the right to challenge any database content considered to be offensive or in any way unlawful in nature.

17.4 All personal details are stored and kept secure in compliance with the UK Data Protection Act 1998 to prevent any unauthorised access or distribution. The release of such information will be subject to proof of identity.

18. Waiver of Remedies

18.1 The waiver by either party of a breach or default in respect of any of the provisions of the Contract by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party of the same or any other provision of the Contract.

19. Entire Agreement

19.1 This contract supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to its subject matter. No addition to or modification of any provision of this contract shall be binding upon the parties unless made in writing, signed by a duly authorised representative of each of the parties. This provision shall not apply in the case of fraud.

20. Assignment

20.1 Neither party shall assign this contract or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other.

21. Invalidity and Severability

21.1 If any provision of the Contract shall be found by any Court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provisions shall not affect the other provisions of the Contract and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision that achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

22. Headings

22.1 The headings to these clauses are for ease of reference only and shall not affect the interpretation or construction of the Contract.

23. Notices

23.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the email address of the primary contact designated by the Subscriber (provided that a transmission report for the full notice can be produced).

24. Changes

24.1 CIAPS may change or add to these Terms & Conditions for security, legal, regulatory or other reasons for the improvement of the service and reserves the right to make changes to these Terms & Conditions at any time.

25. Statutory Rights

25.1 No part of this Contract affects any statutory rights.