

1. 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 a service to construction clients in order for them to access certified information on the competency of a CIAPS members' management system that is held on the CIAPS database ["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 the company to meet a given standard].

1.3 This document describes the rights, responsibilities and duties of the Construction Industry Accredited Performance Scheme Ltd (CIAPS) and the construction client, who has applied online for registration, hereby identified in the Contract as the registered client (the "Registered Client").

2. Scope of Contract

2.1 Acceptance of these Terms & Conditions, as evidenced by an application to be accepted as a Registered Client, 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 Registered Client, to the exclusion of all other representations, statements, terms, conditions whether expressed or implied, except for fraudulent misrepresentation.

3. Acceptance

3.1 The person named as signing these 'Terms and Conditions' on behalf of the Registered Client must be authorised by the Registered Client 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 Registered Client; 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 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.

6. Obligations of the Registered Client

6.1 The information supplied to the Registered Client is provided for their sole use and cannot be relayed or sold to any other party without the prior permission of CIAPS.

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

7. Termination

7.1 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;
- d) Ceasing to trade - if either party ceases to trade, whether in whole or in part, or
- e) Reorganisation – in the event of a reorganisation that radically changes either party.

8. Liability

8.1 CIAPS shall not be liable to the Registered Client, 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 Registered Client 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 Registered Client.

8.2 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.

9. Indemnity

9.1 The Registered Client shall fully and effectually indemnify against all costs, expenses, claims, actions, demands and liabilities arising from the use or misuse by the Registered

Client of any information provided by CIAPS in accordance with the Contract; and any breach of the Contract by the Registered Client.

9.2 The Registered Client 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 Registered Client of its duties and obligations owed.

10. Force Majeure

10.1 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.

11. Confidentiality

11.1 Except as will be required to verify the Registered Client's entitlement to have access to a Certified Members' information held by CIAPS, CIAPS and the Registered Client 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.

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

11.3 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.

12. Waiver of Remedies

12.1 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.

13. Entire Agreement

13.1 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.

14. Assignment

14.1 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.

15. Invalidity and Severability

15.1 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 which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

16. Headings

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

17. Notices

17.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the email address of the recipient set out in the Contract (provided that a transmission report for the full notice can be produced).

18. Changes

18.1 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.

19. Statutory Rights

19.1 No part of this Contract affects any statutory rights.