

Client Terms and Conditions

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PLEASE READ THIS DOCUMENT CAREFULLY BEFORE AGREEING TO THE TERMS AND CONDITIONS

This is a legal Agreement, as amended from time to time, between:

You (“the **Client**”); and

CHAS 2013 Limited, whose company number is 08466203 and whose registered office address is Civic Centre, London Road, Merton, SM4 5DX (“**CHAS**”).

(each a “party” and together the “parties”)

This Agreement has been entered into on the date of the Application

BACKGROUND

CHAS has established a supplier assessment scheme and subscription service (“the **Services**”). The Services aim to ensure Clients stay on top of ever-changing UK supply chain compliance and risk management legislation and best practice.

To achieve this aim, the Services follow the below process:

- (i) Contractors apply to CHAS to become Accredited Contractors and, subject to payment of the Subscription Fee and passing the Contractor Assessment, become listed as Accredited Contractors.
- (ii) CHAS shares data with other Recognised Assessment Bodies to further identify and list Accredited Contractors according to the Common Assessment Standard.
- (iii) The Client may then subscribe to access the Client Portal to view Accredited Contractors and manage their supply chains as well as gain access to other products and/or services useful for their business.

AGREED TERMS

1. Interpretation

1.1. The definitions and rules of interpretation in this clause apply in this Agreement.

Accredited Contractor: means a company and/or organisation which has been accredited by CHAS or another Recognised Assessment Body following a Contractor Assessment.

Application: means the application submitted by the Client to gain access to the Client Portal.

Authorised Users: means employees and agents of the Client who are authorised by the Client to use the Services.

Build UK: Build UK Group Limited a company registered in England and Wales (company number 09598491) with its registered office at The Building Centre, 26 Store Street, London, WC1E 7BT.

Contractor Assessment: means where CHAS or another Recognised Assessment Body assesses a Contractor's standards and their level of competence and determines whether or not the Contractor should become an Accredited Contractor.

Client Assessment: means the assessment conducted by CHAS by reviewing the Application against the Client Criteria to determine whether the Client will be permitted to use the Services and access the Client Portal.

Client Criteria: means the criteria set by CHAS in its sole discretion and used to assess the Application to determine whether the Client shall be allowed access to the Services.

Client Portal: means the database of Accredited Contractors accessible by the Client following Application and any other products and/or services provided to Clients by CHAS in performance of the Services.

Common Assessment Standard: means the industry-agreed common assessment standard set by Build UK as amended or updated from time to time.

Contractor: means, but is not limited to, companies, organisations, vendors and suppliers who provide services, goods and works.

Data Protection Legislation: means any applicable law relating to the processing, privacy and use of Personal Data, as applicable to either party or the Services, including the UK General Data Protection Regulation ("UK GDPR"), the Data Protection Act 2018 and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

Intellectual Property Rights: means all inventions (whether patentable or not), design rights, database rights, copyright, moral rights, semiconductor topography rights, unregistered trade and service marks, logos, get-up and trade names and, in each case, the goodwill attaching to them, all registered intellectual property rights, know-how, and any rights or forms of protection of a similar nature and having equivalent or similar effect to any of them which subsist anywhere in the world.

Recognised Assessment Body: is an entity, person, organisation or company approved as such by Build UK as listed on the Build UK website <https://builduk.org> as updated from time to time.

Supplier Engagement Process: means the Client working with CHAS to market the Services to the Client's existing suppliers, who are either not Accredited Contractors or are not currently accredited to the level required by the Client.

- 1.2. References to clauses are references to clauses of this Agreement unless stated otherwise.
- 1.3. "you", "your", "yours" refers to you the Client.
- 1.4. "we", "us", "our" refers to CHAS.
- 1.5. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.6. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7. Reference to an enactment or statutory provision shall include a reference to any subordinate legislation made under the relevant enactment or statutory provision and is a reference to that enactment, statutory provision or subordinate legislation as from time to time amended, consolidated, modified, re-enacted or replaced.

2. Subscription Services

- 2.1. Subject to clause 2.2, CHAS shall permit the Client to subscribe, use and gain access to the Client Portal and any other products and/or services made available by CHAS to the Client in performance of the Services.
- 2.2. CHAS reserves the right to reject the Client's Application to access the Client Portal in the event that the Client does not pass the Client Assessment.
- 2.3. Subject to acceptance of the Client's Application, CHAS shall provide the Client with User ID(s) to gain access to the Client Portal. The Client shall ensure any password(s) set for its User ID are of reasonable security for their access to the Client Portal and CHAS may require the Client to change such password(s) on a periodic basis.
- 2.4. The Client and any Authorised Users shall keep the password(s) secure and confidential at all times and shall not disclose the same to any unauthorised user or third party.
- 2.5. The Client shall:
 - 2.5.1. use all reasonable endeavours to prevent any unauthorised access to or use of the Client Portal. In the event of any such unauthorised access or use, the Client shall promptly notify CHAS;
 - 2.5.2. be responsible for their own management of Authorised Users including how they are given access to the Client Portal.
- 2.6. The Client shall not:
 - 2.6.1. use the Services in any unlawful manner, for any unlawful purpose, or in any manner that is inconsistent with this Agreement;
 - 2.6.2. act fraudulently or maliciously in using the Services or in dealing with CHAS;
 - 2.6.3. infringe our Intellectual Property Rights or those of any third party in relation to your use of the Services;
 - 2.6.4. permit any persons, except Authorised Users, to use and access the Services;
 - 2.6.5. licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users;
 - 2.6.6. use the Services for any purpose other than that which they were intended;
 - 2.6.7. assist or offer assistance to third parties (other than the Authorised Users) in gaining access to the Client Portal.
- 2.7. The rights provided under this clause 2 are granted to the Client only and shall not be considered as granted to any subsidiary and/or holding company of the Client.

3. Client's Obligations

- 3.1. The Client warrants that the Application and any information which it has and shall provide to CHAS in relation to this Agreement is true, accurate and not misleading in any way.

3.2. The Client shall:

- 3.2.1.** fully co-operate and provide necessary access to relevant information required by CHAS in order to provide the Services;
- 3.2.2.** comply with the Code of Conduct annexed to this Agreement;
- 3.2.3.** comply with all applicable laws and regulations with respect to its activities under this Agreement;
- 3.2.4.** ensure that the Authorised Users use the Services in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
- 3.2.5.** ensure that no malware is introduced into the Client Portal and that if malware is found, promptly, upon its discovery, notify CHAS and take all reasonable steps to eliminate and or ameliorate its effect;
- 3.2.6.** comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and
- 3.2.7.** as an ongoing obligation for the duration of this Agreement, provide relevant information and reasonable assistance to CHAS in respect of the Supplier Engagement Process. This obligation shall include, but by no means be limited by:
 - (i)** regular annual updates and active engagement with unaccredited Contractors in their network for the purposes of the Supplier Engagement Process.
 - (ii)** where permitted by law, the provision of details, in a suitable electronic spreadsheet format, of Contractors relevant for the Supplier Engagement Process. Such details shall include, but by no means be limited by, relevant contact names, email addresses, and specific personal contact numbers.

3.3. The Client shall not in any event sell the data it accesses through the Client Portal.

4. Charges And Payment

- 4.1.** In consideration for the provision of the Services to the Client, the Client shall pay CHAS a one-time payment of £1.00 on the date of this Agreement, the receipt of which is hereby acknowledged by CHAS.
- 4.2.** For the avoidance of doubt the Client is not required to pay a renewal fee on renewal of this Agreement in order to continue to access and use the Services.

5. Duration

- 5.1.** This Agreement shall have effect and be binding on the Parties from the date the Client submits their Application and shall continue unless terminated in accordance with clause 11.
- 5.2.** CHAS reserves the right to withdraw acceptance of any Application and terminate this Agreement immediately should any representative of the Client enter into this Agreement on the behalf of the Client without the requisite authority to do so.

6. Provision Of Services

- 6.1. CHAS undertakes that the Services will be performed with reasonable skill and care.
- 6.2. CHAS warrants that it has and will maintain all licences, consents and permissions necessary for the performance of its obligations under this Agreement.

7. Data Protection

- 7.1. For the purposes of this Agreement, the terms, “controller”, “data subject”, “personal data”, and “processing” shall have the same meaning as in the Data Protection Legislation.
- 7.2. Each party acknowledges that the parties are separately controllers of the personal data processed pursuant to this Agreement.
- 7.3. The Client shall provide CHAS with personal data as part of the Supplier Engagement Process and shall ensure that the provision of that personal data complies with the Data Protection Legislation.
- 7.4. The Client acknowledges that CHAS is part of a network administering the Common Assessment Standard and that CHAS may share personal data provided by the Client with any Recognised Assessment Body.
- 7.5. The Client and its personnel shall comply with any requirements placed on it by the Data Protection Legislation to inform data subjects of processing carried out by the Client.
- 7.6. The Client confirms that any personal data disclosed by the Client to CHAS as part of the Services (including when it uploads personal data to the Client Portal) is disclosed in accordance with the laws and regulations applicable to the Client, including the Data Protection Legislation.
- 7.7. The Client shall only process the personal data provided to it by CHAS pursuant to this Agreement for the purposes of identifying that a Contractor has been certified as an Accredited Contractor and for no other purpose.
- 7.8. CHAS shall only process the personal data provided to it by the Client pursuant to this Agreement, the provision of the Services, and/or the Supplier Engagement Process and for no other purpose.
- 7.9. The Client shall promptly, and without undue delay, notify CHAS in the event of an actual or suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed by the Client in connection with the use of Services (a “Personal Data Breach”).
- 7.10. The Client shall provide CHAS with all reasonably requested information required by CHAS to meet any obligations to report to a supervisory authority or inform data subjects of the Personal Data Breach under the Data Protection Legislation. Such notification shall as a minimum:
 - 7.10.1. describe the nature of the Personal Data Breach, the categories and numbers of data subjects concerned, and the categories and numbers of personal data records concerned;
 - 7.10.2. describe the likely consequences of the Personal Data Breach; and

7.10.3. describe the measures taken or proposed to be taken to address the Personal Data Breach.

7.11. The assessor shall co-operate with CHAS and take such steps as are directed by CHAS to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

7.12. Both Parties shall duly observe all their obligations under the Data Protection Legislation, which arise in connection with this Agreement.

8. Intellectual Property Rights

8.1. Save as expressly set out in this Agreement, the Client shall not acquire any Intellectual Property Rights from CHAS. The Client also acknowledges and agrees that this Agreement does not grant to the Client any right, title or interest in or to the Intellectual Property Rights or any other rights or licences in respect of the Services or the Client Portal.

9. Indemnity

9.1. The Client shall indemnify and keep CHAS indemnified against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence) default or breach of this Agreement, to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself or of its employees, agents, or of any of its representatives or sub-contractors save to the extent that the same is directly caused by or directly arises from the negligence, breach of this Agreement or applicable law by CHAS or its representative(s) (excluding any of the Client's personnel).

10. Limitation Of Liability

10.1. Neither party shall be liable to the other party (as far as permitted by law) for indirect special or consequential loss or damage in connection with the Agreement whatsoever and howsoever arising whether in contract, tort, (including negligence) breach of statutory duty or otherwise, nor for any loss of (or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect).

10.2. The Client shall not be entitled to make a claim, recover damages, or obtain payment,

10.3. reimbursement, restitution or indemnity against CHAS in respect of any claims or actions arising from the Client's decision to engage and appoint (or either of the same) an Accredited Contractor

10.4. For the avoidance of doubt, neither CHAS nor any Recognised Assessment Body shall have any responsibility to the Client for the decision of the Client to engage and appoint (or either of the same) an Accredited Contractor.

10.5. Save to the extent that such liability cannot be excluded or limited by law, and subject to the exclusions contained in this clause 10, the maximum liability of CHAS or any Recognised Assessment Body, including any of their employees, agents or contractors in connection with the Services shall not exceed the charges payable by the Client to CHAS for the Services in the year in which any claim for such direct losses was brought against CHAS.

10.6. Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the other party is entitled to bring a claim against it pursuant to this Agreement.

10.7. Notwithstanding any other provision of this Agreement neither party limits or excludes its liability for:

10.7.1. fraud or fraudulent misrepresentation;

10.7.2. death or personal injury caused by its negligence;

10.7.3. breach of any obligation as to title implied by statute; or

10.7.4. any other liability to the extent which it cannot be lawfully excluded.

11. Termination

11.1. CHAS may terminate this Agreement and your access to the Client Portal immediately by written notice to you:

11.1.1. if you commit a material or persistent breach of this Agreement which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; or

11.1.2. if you fail to pass the Client Assessment;

11.1.3. if you at any time fail to meet the Client Criteria; or

11.1.4. if you breach clause 3.2.5.

11.2. Without affecting any other right or remedy available to it, CHAS may terminate this Agreement and your access to the Client Portal on giving not less than seven (7) working days' written notice.

11.3. The Client may terminate this Agreement upon twelve (12) calendar months advance notice in writing to CHAS.

11.4. On termination of this Agreement for any reason:

11.4.1. all rights granted to you under this Agreement shall cease; and you must immediately cease all activities authorised by this Agreement, including your (and any relevant Authorised User(s)) use of the Services and the Client Portal.

12. Force Majeure

12.1. Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 10 weeks, the party not affected may terminate this Agreement by giving 14 days' written notice to the affected party.

13. Notices

13.1. Any notice given to either party under or in connection with this Agreement shall be in writing and shall be:

13.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

13.1.2. sent by email to, if to the Client, the primary email address specified in the Application or notified to CHAS by the Client from time to time. Or, if to CHAS, to clients@chas.co.uk or any other email address notified to the Client by CHAS from time to time.

13.2. Any notice shall be deemed to have been received:

13.2.1. if delivered by hand, at the time the notice is left at the proper address. If this time falls outside business hours in the place of receipt, when business hours resume;

13.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

13.2.3. if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 13, business hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

13.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14. Other Terms

14.1. CHAS may transfer their rights and obligations under this Agreement to another organisation. A transfer in accordance with this provision shall not affect the Client's rights or obligations under this Agreement.

14.2. The Client may transfer their rights or obligations under this Agreement to another person with the prior written consent of CHAS, which shall not be unreasonably withheld.

14.3. Variation

14.3.1. CHAS may vary the terms of this Agreement at any time provided that CHAS gives notice to the Client of the proposed variation and allows the Client 7 days to object to the change.

14.3.2. Where no objection is raised to the variation by the Client within 7 days of notice being provided under clause 14.3.1, the variation will be deemed to be accepted.

14.3.3. In the event the Client raises an objection to the variation, the parties shall work together in good faith to resolve the objection with the aim of agreeing the variation. In the event the parties cannot reach an agreement the variation shall not take effect and the Client shall have the right to terminate the Agreement by giving 1 month's notice to CHAS.

14.4. If CHAS does not enforce any of the Client's obligations under this Agreement; or CHAS does not enforce their rights against the Client; or delays in doing so, neither event will

mean that CHAS has waived their rights against the Client and will not mean that the Client does not have to comply with their obligations. If CHAS does waive a default by the Client, CHAS will only do so in writing, and that will not mean that CHAS will automatically waive any later default by the Client.

- 14.5.** This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous agreement, understanding or agreement between them relating to the subject matter they cover.
- 14.6.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 14.7.** Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.
- 14.8.** Each of the conditions of this Agreement operates separately. If any court or competent authority decides that any of them is/are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 14.9.** Other than as expressly set out in clause 10, this Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 14.10.** This Agreement, its subject matter and its formation, are governed by English law. The parties both agree that the courts of England and Wales will have exclusive jurisdiction.