



Contractor Terms & Conditions 2019

**PLEASE READ CAREFULLY BEFORE AGREEING TO THE
TERMS AND CONDITIONS**

This is a legal Agreement, as amended from time to time, between you (**'the Contractor'**) and CHAS 2013 Limited, whose company number is **08466203** and whose registered office address is Civic Centre, London Road, Merton, SM4 5DX (**'CHAS'**).

(The Parties)

IMPORTANT NOTICE:

- BY CLICKING ON THE 'ACCEPT' BUTTON YOU AGREE TO THE TERMS OF THIS AGREEMENT WHICH WILL BE BINDING ON YOU.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, WE WILL NOT PROCESS YOUR APPLICATION. BY CLICKING ON THE 'CANCEL' BUTTON YOUR APPLICATION WILL BE CANCELLED AND NO FURTHER ACTION WILL BE TAKEN BY CHAS IN RELATION TO YOUR APPLICATION.

BACKGROUND

- a) CHAS has established an assessment scheme subscription service “the Services”.
- b) In consideration of the of the relevant fee, an application and supporting documentation CHAS carries out an assessment and based on such assessment determines whether or not an applicant should become an Accredited Contractor.
- c) Clients obtain information from CHAS on Accredited Contractors
- d) The Contractor wishes to be listed with CHAS as an Accredited Contractor
- e) The Contractor has agreed to be assessed by CHAS with a view to being listed as an Accredited Contractor subject to the terms and conditions of this Agreement.

AGREED TERMS

1. INTERPRETATION

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

Accredited Contractor: means a contractor who has been subject to a CHAS Assessment and whom CHAS has determined has achieved the required standard of competence and is therefore suitable for accreditation within the CHAS scheme.

API: means an Application programming interface to maintained as between CHAS and a Client for which We may use to share data provided by you in the performance of the Services.

Application Fee: means the non-refundable fee payable by the Contractor upon application for a CHAS Assessment in accordance with the fee schedule listed on the CHAS website.

Clients: means organisations and/or companies that subscribe to use the Services to obtain information on Accredited Contractors.

CHAS Assessment: means an assessment by CHAS of the Contractor’s standards and their level of competence and a determination of whether or not the contractor should be accredited within CHAS’s scheme.

Contractor Data: means the data inputted by the Contractor, or otherwise on the Contractor’s behalf for the purpose of using the Services.

Data Protection Legislation means the Data Protection Act 2018, as amended, replaced or superseded from time to time, including the EU General Data Protection Regulation 2016/679 (to the extent that it remains applicable).

Effective Date means the date on which You have accepted these terms (date that the Accept button was pressed).

Fail Policy: means CHAS’s policy in relation to why you may fail your CHAS Assessment.

Initial Subscription Term: the period from the payment by the Contractor of the subscription fee after being assessed as an Accredited Contractor.

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.

Portal: means the online means of access by which the Clients will be able to access information provided by CHAS

Subscription Fee: means the non-refundable subscription fee payable by the Contractor to CHAS on the first anniversary of the date of this Agreement and thereafter payable on a twelve (12) calendar month basis for being listed as an Contractor in accordance with the fee schedule listed on the CHAS website. The Subscription Fee applicable to the Initial Subscription Term and any Renewal Period shall be in the amount published by CHAS immediately prior to the commencement of the Initial Subscription Term and any Renewal Period.

1.2. References to clauses are references to clauses of this Agreement unless otherwise stated.

1.3. "You", "Yours" refers to you the Contractor.

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. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.8. 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. In consideration of payment of the Application Fee by the Contractor and subject to the Contractor successfully completing and passing the CHAS Assessment and the Contractor remaining compliant, CHAS shall permit the Contractor to be listed as an Accredited Contractor.

2.2. Subject to payment of the Subscription Fee and the Contractor continuing to meet the required standard for accreditation, CHAS shall permit the Contractor to continue to be listed as an Accredited Contractor.

2.3. The Contractor shall permit CHAS to share information and data in relation to the Contractor with Clients for the purpose of performance of the Services including but not limited to through APIs direct to third parties.

2.4. CHAS reserves the right to reject the Contractor's application to become an Accredited Contractor in the event that the Contractor does not meet the required standard following a CHAS Assessment.

2.5. CHAS further reserves the right to remove the Contractor from the CHAS list of Accredited Contractors in the event that the Contractor, at any time, ceases to meet the required standard for accreditation.

3. CHARGES AND PAYMENT

3.1. In consideration of the CHAS Assessment the Contractor shall pay the Application Fee to CHAS.

3.2. In consideration of the Services the Contractor shall pay the Subscription Fee to CHAS.

3.3. For the avoidance of doubt in the event that CHAS determines that the Contractor shall be listed as an Accredited Contractor no Subscription Fee shall be payable for the first calendar year of accreditation.

3.4. Payment of the Application Fee will be due on application for assessment.

3.5. Payment of the Subscription Fee will be due on the 12 month anniversary of the date of this Agreement, subject to termination of this Agreement pursuant to clause 11.

3.6. For the avoidance of doubt in the event that the Contractor fails the CHAS Assessment the Contractor shall not be entitled to a refund of the Application Fee.

4. DURATION

4.1. This Agreement shall commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall (subject to 4.2 below) be automatically renewed for successive periods of 12 months (each a Renewal Period), unless terminated in accordance with clause 11.

4.2. The Subscription Fee for Each Renewal Period shall be due [within 30 days] of the beginning of each Renewal Period. CHAS shall be entitled at its discretion to terminate such renewal or decline to allow such renewal where it considers that the Contractor no longer meets the requirements to be an Accredited Contractor or for any other reason. For the avoidance of doubt the Subscription Fee for any Renewal Period is subject to review by CHAS as stated in clause 1.1.

5. PROVISION OF SERVICES

5.1. CHAS

5.1.1. undertakes that the Services will be performed with reasonable skill and care.

5.1.2. warrants that it has and will maintain all licences, consents and permissions necessary for the performance of its obligations under this Agreement.

5.2. The Contractor acknowledges that the Services shall include the use of APIs and provision of Contractor Data and personal data provided by the Contractor via APIs and accessible through a Portal to Clients. CHAS shall provide such information to Clients in order to provide and improve the Services.

6. CONTRACTOR'S OBLIGATIONS

6.1. The Contractor warrants that any and all information which it provides to CHAS is true, accurate and not misleading.

6.2. The Contractor shall:

6.2.1. fully co-operate and provide necessary access to information required by CHAS in order to provide the Services; and

6.2.2 ensure that it has sought all relevant consents in relation to the provision of all personal data.

6.2.3 ensure that the Contractor Data is accurate and true and shall ensure that CHAS informed of any material change to the Contractor Data.

6.2.4. comply with all applicable laws and regulations with respect to its activities under this Agreement; and 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.

6.2.5. 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;

6.2.6 Keep confidential all information that is confidential including access codes and passwords used to access CHAS's Contractor portal and website. The Contractor shall not share such information outside of its own employees.

7. DATA PROTECTION AND DATA SHARING

7.1. Each Party shall comply with Data Protection Legislation in connection with the processing by it of personal data to provide and/or receive the Services. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

7.2 Without prejudice to the generality of clause 7.1, the Contractor will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to CHAS for the duration and purposes of this agreement so that the CHAS may use, process and transfer the personal data in accordance with this agreement on the Contractor' behalf.

7.3. For the purposes of this clause 7, terms and expressions not defined in this Agreement but having a meaning assigned to them in the Data Protection Legislation shall have the meaning assigned to them by the Data Protection Legislation.

7.4 The Contractor provides and consents to the sharing of data via APIs operated by Us and the sharing of information to Clients (to Portals) as necessary to perform the Services.

8. INTELLECTUAL PROPERTY RIGHTS

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

9. INDEMNITY

9.1. The Contractor 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 breach of contract, negligence, wilful default or fraud of itself or of its employees or of any of its agents, 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 representatives (excluding any Contractor'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 this 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. 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.

10.3. Subject to clause 10.4, the maximum aggregate liability of CHAS to the Contractor for all claims arising in any twelve (12) month calendar month period shall not in any circumstances exceed the Subscription Fee paid by the Contractor in the year in which any claim for such direct losses was brought against CHAS.

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

10.4.1. fraud or fraudulent misrepresentation;

10.4.2. death or personal injury caused by its negligence;

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

10.4.4. any other act or omission, liability for which may not be limited under any applicable law.

11. TERMINATION

11.1. CHAS may terminate this Agreement 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 fourteen (14) days after the service of written notice requiring you to do so;

11.1.2. if you fail to make payment of either the Subscription Fee or the Annual Subscription Fees within thirty (30) days of receipt of the invoice; or

11.1.3. if you breach clause 6.2.5; or

11.1.4. if you fail to pass the CHAS Assessment in accordance with the Fail Policy.

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

11.3. The Contractor may terminate this Agreement upon providing fourteen (14) working days' prior notice in writing to CHAS and with CHAS's prior written consent.

11.4. On termination for any reason:

11.4.1. all rights granted to you under this Agreement shall cease; and

11.4.2. you must immediately cease all activities authorised by this Agreement, including your use of the Services; and

11.4.3. the Subscription Fee or the Annual Subscription Fee will not be refunded.

12. OTHER TERMS

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

12.2. The Contractor may not transfer their rights or obligations under this Agreement to another person.

12.3. If CHAS fails to require the Contractor to perform any of their obligations under this Agreement, or to enforce their rights against the Contractor, or there is a delay in doing so, that will not mean that CHAS has waived their rights against the Contractor and will not mean that the Contractor does not have to comply with their obligations. If CHAS does waive a default by the Contractor, they will only do so in writing, and that will not mean that CHAS will automatically waive any later default by you.

12.4. 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.

12.5. 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 authorize any party to make or enter into any commitments for or on behalf of any other party.

12.6. 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 the Agreement, other than as expressly set out in this Agreement.

12.7. 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.

12.8. 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.

12.9. This Agreement, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.