

Contractor/ Supplier Terms & Conditions

Contractor/Supplier Terms and Conditions

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

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

- (1) You ('the **Contractor**'); and
- (2) 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")

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

CHAS has established an assessment scheme subscription service (the "**Services**"). The Services aim to provide a one-stop solution for Contractors/Suppliers to adopt the best practice for risk prevention, meet excellent standards, and gain relevant certification(s) whilst also providing access to a range of other products.

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

- (i) For a non-refundable fee, Contractors/Suppliers will be able to apply to become a Certified Contractor/Verified Supplier with CHAS.
- (ii) Following submission of an application and any supporting documentation, CHAS will carry out an assessment/verification that determines whether the applicant should become a Certified Contractor/Verified Supplier.
- (iii) Should an applicant be successful and listed as a Certified Contractor/Verified Supplier, Clients will be able to obtain information about the Contractor/Supplier and the Contractor/Supplier will be identifiable on the CHAS website as a Certified Contractor/Verified Supplier.
- (iv) CHAS shares data with other Recognised Assessment Bodies to further identify and list Certified Contractors/Suppliers according to the Common Assessment Standard.

The Contractor/Supplier agrees that the assessment/verification conducted by CHAS shall be 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.

Certified Contractor: means a contractor who has been subject to a CHAS Assessment and whom CHAS has determined to have achieved the required standard of competence suitable for the relevant certification within the CHAS scheme.

Additional Services: means any other products and/or services provided by CHAS as part of the Services and made available to the Contractor/Supplier, including, where applicable, any further CHAS Assessments/Verifications.

Annual Payment: means an amount to be determined by CHAS on request for the Subscription Services by the Contractor/Supplier, and to be payable in accordance with clause 3.2.

API: means an application programming interface maintained which CHAS may use to share data provided by you during performance of 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.

CHAS Assessment: means, as part of the Services, the assessment conducted by CHAS of the Contractor's standards and their level of competence and a determination of whether or not the Contractor should be certified to CHAS's scheme (having regard to the relevant standards associated with such certification).

CHAS Verification: means, as part of the Services, the verification conducted by CHAS of the Supplier's standards and their level of competence and a determination of whether or not the Supplier should be verified within CHAS's scheme (having regard to the relevant standards associated with such verification).

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

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

Confidential Information: means all information disclosed from CHAS to the Contractor/Supplier which is confidential in nature, whether or not it is marked or identified as confidential, including access codes and passwords used to access CHAS's My CHAS Portal and website.

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

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 ("GDPR"), the Data Protection Act 2018 and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

Effective Date: means the date on which the Contractor/Supplier has accepted these terms (date that the Accept button was pressed).

Fail Policy: means the relevant and applicable set of standards applied by CHAS during the CHAS Assessment/Verification to determine the Contractor's/Supplier's eligibility for certification.

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.

Membership Fee: means a non-refundable fee determined by CHAS for the Contractor/Supplier to obtain the Subscription Services for the period identified at the point of payment, and, where indicated at the point of order, any relevant CHAS Assessment(s)/Verification(s). Such fee shall be payable as an Annual Payment.

Portal: means the online access point for Clients and/or Contractors/Suppliers to access information and/or Services provided by CHAS.

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.

Renewal: means the end of each twelve (12) month period following the first payment of the Membership Fee which shall be deemed the start of such twelve (12) month period

Subscription Services: means, as part of the Services, CHAS listing a Certified Contractor/Verified Supplier on its publicly available website and/or APIs as well as responding to any queries regarding the status of the Certified Contractor/Verified Supplier.

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

1.3. "You", "Your", "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. 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.

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

Verified Supplier: means a Supplier who has been subject to a CHAS verification and whom CHAS has determined to have achieved the required standard of competence suitable for the relevant certification within the CHAS scheme.

2. Subscription Services

2.1. CHAS shall, subject to payment of the Membership Fee by the Contractor/Supplier to CHAS, provide the Subscription Services for the durations outlined in clause 4.2.1 (whichever should apply) and, if any CHAS Assessment(s)/Verification(s) are included in the Membership Fee, provide such CHAS Assessment(s)/Verification(s).

2.2. For the avoidance of doubt CHAS shall, as part of the Subscription Services, only list Contractors/Suppliers on its website which:

- i) Are Certified Contractors/Verified Suppliers; and
- ii) Have paid a Membership Fee covering the applicable period.

2.3. Subject always to clause 2.9, following successful completion and passing of any relevant CHAS Assessment/Verification, the Contractor/Supplier shall be a Certified Contractor/Verified Supplier for a period of either twelve (12) months or for a period to be determined by CHAS and made known to the Contractor/Supplier prior to applying for such CHAS Assessment (“Certification Period”)/CHAS Verification (“Verification Period”). If at any time during the Certification Period the Contractor/Supplier has not paid the Membership Fee then the Contractor/Supplier shall cease to be a Certified Contractor/Verified Supplier until such time, within the Certification Period, as the Contractor/Supplier has paid the applicable Membership Fee.

2.4. Subject to payment of the Membership Fee, the Contractor/Supplier may request additional CHAS Assessment(s)/Verification(s) and/or other products and services from CHAS. Such further requests shall be deemed to be Additional Services for the purposes of this Agreement. The price payable by the Contractor/Supplier to CHAS for the Additional Services shall be determined by CHAS and made known to the Contractor/Supplier prior to the Contractor/Supplier confirming an order for the Additional Services.

2.5. The Membership Fee shall be payable as an Annual Payment.

2.6. The Contractor/Supplier shall permit CHAS to share information and data in relation to the Contractor/Supplier with Clients and/or on CHAS’s publicly available website for the purpose of performance of the Services.

2.7. The Contractor/Supplier shall permit CHAS to share information and data in relation to the Contractor/Supplier with the Recognised Assessment Bodies for the purposes of facilitating and operating the Common Assessment Standard.

2.8. CHAS reserves the right to reject the Contractor’s/Supplier’s application to become a Certified Contractor/Verified Supplier in the event that the Contractor/Supplier does not meet the required standard following a CHAS Assessment/Verification.

2.9. CHAS further reserves the right to remove the Contractor/Supplier from the CHAS list of Certified Contractors/Suppliers in the event that the Contractor/Supplier, at any time, ceases to meet the required standard for certification or fails to pay any applicable fees.

3. Charges And Payment

3.1. The Membership Fee shall be due and payable following the Contractor’s/Supplier’s acceptance of these terms and acceptance of the charges applicable to any requested Subscription Services and/or, if applicable, CHAS Assessment(s)/Verification(s). And thereafter the Membership Fee shall be due and payable in accordance with the payment option made available to the Contractor/Supplier in accordance with clause 3.2.

3.2. At the sole discretion of CHAS, the Contractor/Supplier may opt for an Annual Payment whereby the Membership Fee shall be due and payable in a single lump sum amount in

accordance with clause 3.1, and the Subscription Services shall terminate in accordance with clause 4.2.1.

- 3.3. For the avoidance of doubt, if CHAS exercises its right under clause 2.9 to withdraw the Contractor/Supplier from the list of Certified Contractors/Verified Suppliers, the Contractor/Supplier shall not be entitled to a refund of any Membership Fee.
- 3.4. CHAS shall be entitled, by giving at least one (1) months' notice to the Contractor/Supplier, to revise the Membership Fee.
- 3.5. CHAS shall be entitled to charge interest on any late payments at the rate of 4% above the base rate of Barclay's Bank UK PLC. And in the event such base rate should drop below 0%, at a rate of 4%.
- 3.6. For the avoidance of doubt, in the event that the Contractor/Supplier fails the CHAS Assessment/Verification, the Contractor/Supplier shall not be entitled to a refund of any applicable fees.

4. Duration

- 4.1. This Agreement shall commence on the Effective Date and continue until terminated by either party or in accordance with clause 4.4.
- 4.2. The Subscription Services shall continue for:
 - 4.2.1. the Contractor/Supplier is subject to the Annual Payment, a period of twelve (12) months from payment of the Membership Fee.
- 4.3. CHAS shall inform the Contractor/Supplier by giving one (1) months' written notice prior to the start of the next Renewal.
- 4.4. If the Contractor/Supplier does not pay any Membership Fee for a period of three (3) months following any Renewal, this Agreement shall terminate.

5. Provision Of Services

- 5.1. CHAS shall perform the CHAS Assessment/Verification and any part of the Services with reasonable skill and care.
- 5.2. CHAS warrants that it has and will maintain all licences, consents and permissions necessary for the performance of its obligations under this Agreement.
- 5.3. The Contractor/Supplier acknowledges and consents that the Services shall include the use of APIs. The Contractor/Supplier also acknowledges that any Contractor/Supplier Data (including, where relevant, any personal data) provided by the Contractor/Supplier via APIs will be accessible through a Portal to Clients. CHAS shall provide such information to Clients in order to provide and improve the services it provides for Clients.

6. Contractor's/Supplier's Obligations

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

6.2. The Contractor/Supplier shall:

- 6.2.1.** fully co-operate and provide necessary access to information required by CHAS in order to provide the Services and perform the CHAS Assessment/Verification; and
- 6.2.2.** ensure that it has sought all relevant consents and provided all relevant notices in relation to the provision of all Contractor/Supplier Data (including, where relevant, any personal data).
- 6.2.3.** ensure that the Contractor/Supplier Data is accurate and true and shall ensure that CHAS is informed of any material change to the Contractor/Supplier Data without undue delay.
- 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.** keep confidential all information that is Confidential Information. For the avoidance of doubt, the Contractor/Supplier shall not share Confidential Information outside of its own employees.

7. Data Protection And Data Sharing

- 7.1.** Each Party shall comply with the Data Protection Legislation in connection with the processing by it of personal data to provide and/or receive the CHAS Assessment/Verification and any Services. The obligations contained in this clause 7 are in addition to, and do 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/Supplier will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Contractor/Supplier Data (including, where relevant, any personal data) to CHAS for the duration and purposes of this Agreement so that CHAS may use, process and transfer such data in accordance with this Agreement.
- 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.** Each party acknowledges that the parties are separately controllers of the personal data processed pursuant to this agreement.
- 7.5.** The Contractor/Supplier acknowledges that the Contractor/Supplier Data it provides (including, where relevant, any personal data) shall be made available to Clients for in order to confirm that status of the Contractor/Supplier as a Certified Contractor/Verified Supplier. The Contractor/Supplier shall ensure it has notified any affected data subjects of such onward sharing of personal data and provided them with a link to the CHAS privacy notice.
- 7.6.** The Contractor/Supplier acknowledges that the Contractor/Supplier Data it provides (including, where relevant, any personal data) shall be made available to Recognised Assessment Bodies for the facilitation and administration of the Common Assessment Standard. The Contractor/Supplier shall ensure it has notified any affected data subjects of

such onward sharing of personal data and provided them with a link to the CHAS privacy notice.

8. Intellectual Property Rights

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

9. Indemnity

9.1. The Contractor/Supplier 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/Suppliers 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/Supplier'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 10.1 above and 10.4 below, the maximum aggregate liability of CHAS or any Recognised Assessment Body to the Contractor/Supplier whether in contract, tort, (including negligence) breach of statutory duty or otherwise howsoever arising shall not in any circumstances exceed the Membership Fee paid by the Contractor/Supplier in the year in which any claim for such direct losses was brought.

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 all or any part of the Annual Payment within thirty (30) days of receipt of the invoice; or

11.1.3. if you breach clause 6.2.4 (compliance with rules and regulations) clause 7 (Data Protection and Data Sharing); or

11.1.4. if at any time during the term of this Agreement you fail to pass the CHAS Assessment/Verification 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/Supplier may terminate this Agreement upon providing no less than fourteen (14) working days' notice in writing prior to commencement of the next Renewal.

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 result 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 Contractor/Supplier, the primary email address specified in the Contractor/Supplier Data or notified to CHAS from time to time. Or, if to CHAS, to admin@chas.co.uk or any other email address notified to the Contractor/Supplier 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 will not affect the Contractor's/Supplier's rights or obligations under this Agreement.

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

14.3. Variation

14.3.1. Nothing in this clause 14.3 shall entitle either Party to vary any fees due under this Agreement and, in respect of such variations, clause 3.4 shall apply.

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

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

14.3.4. In the event the Customer 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 Customer shall have the right to terminate the Agreement by giving 1 months' notice to CHAS.

14.4. If CHAS does not enforce any of the Contractor's/Supplier's obligations under this Agreement, or does not enforce their rights against the Contractor/Supplier, or there is a delay in doing so, neither event will mean that CHAS has waived their rights against the Contractor/Supplier and will not mean that the Contractor/Supplier does not have to comply with their obligations. If CHAS does waive a default by the Contractor/Supplier, they will only do so in writing, and that will not mean that CHAS will automatically waive any later default by the Contractor.

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 authorize 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 the 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 9.1, 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.