

1. Definitions

- 1.1. 'Terms' means these Terms and Conditions.
- 1.2. 'Company' means CIBSE Certification Limited, 91-94 Saffron Hill, London, EC1N 8QP, which is a private limited company incorporated in England and Wales by the Registrar of Companies, Company number 6083016.
- 1.3. 'Registrant' means the person or organisation requesting or granted Certification.
- 1.4. 'Registration' means Certification of a person, product, service, process or management system, or any combination of these as may be described in our Scheme Description Documents.
- 1.5. 'Register' is the Register of Certification operated by the Company, this may be online or in any other format or media.
- 1.6. 'Agreement' the act of applying for and becoming certified by the Company and includes application forms and other contractual documentation.
- 1.7. 'Associates' are the other companies, businesses, sole traders or individuals that may be appointed by the Company from time to time to perform activities or supply products or services in relation to the Agreement or in the provision of the Register.
- 1.8. 'Charges' means the sums stated in the Agreement or Scheme Description Document or otherwise communicated to the Registrant.
- 1.9. 'Currency' means British Pounds Sterling.

2. Responsibilities of the Registrant

- 2.1. Where required by these Terms the Registrant shall permit periodic audits of their management system, processes or procedures or of their work or their products or any other element that is part of or associated with their Registration.
- 2.2. Allow access to documents to allow CIBSE Certification to perform quality assurance audits, investigate complaints or other checks connected with the maintenance of Registration.
- 2.3. The Registrant may only use the CIBSE Certification Mark and number and/or claim Certification for the scope identified on valid certificates issued by CIBSE Certification and as set out in CCP 109 Use of certification Marks and the Style Guide associated with specific certification schemes.
- 2.4. The Registrant shall maintain a record of complaints against their work associated with their Registration and of any actions taken to remedy such complaints. These records shall be made available to CIBSE Certification upon request.
- 2.5. The Registrant may only use the CIBSE Certification Marks whilst holding a valid Registration and will cease using and will remove or obliterate any such Marks if it ceases to hold a valid Registration.
- 2.6. Hold current appropriate insurance cover for its business activities at a level determined to meet the needs of any certification scheme or as determined by your insurer.
- 2.7. Should the Registrant become aware of any material change in circumstance that affects their Registration they shall inform the Company in writing not more than 24 hours after becoming aware of such changes or as soon as reasonably practicable. The Registrant shall take all steps that CIBSE Certification shall reasonably require to rectify such changes.
- 2.8. The Registrant shall notify the Company of any changes to its contact details, address, legal entity or ownership within the timescale given in specific certification scheme documents.

3. Rights and responsibilities of the Company

- 3.1. The Company will only grant Registration when the Registrant has demonstrated compliance with all requirements as contained in the Scheme Description Document and/or these Terms.
- 3.2. The Company may at any time make changes to the Agreement necessary to comply with any applicable Health & Safety or other statutory requirements. The Registrant shall comply with such changes as soon as reasonably practicable after due notification of such changes.
- 3.3. The Company reserves the right in its sole judgement to change or revise its standards, criteria, methods or procedures. Reasonable notice will be given to all current Registrants to ensure that continued conformance with CIBSE Certification's requirements is practicable.
- 3.4. The Company holds appropriate insurance to mitigate risks in performance of its certification activities.
- 3.5. The Company reserves the right to make appropriate changes to the Agreement or to the Register to reflect changes in 3.3.
- 3.6. The Company, its Employees, Associates and Agents agree to maintain as confidential and not to use or disclose to any third party any information derived from the Registrant in connection with the Agreement without the consent of the Registrant except where such disclosure is necessary to enable the Company to carry out its obligations. The following shall be exempt from these restrictions:
 - 3.6.1. Information that was already in the possession of the Company prior to its disclosure by the Registrant or which subsequently comes into its possession free from any obligation of confidentiality.
 - 3.6.2. Information that has been independently developed by the Company.

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- 3.6.3. Information that is or shall lawfully become part of the public domain.
- 3.6.4. Where the disclosure is required by law, ordered by a court of competent jurisdiction.

4. Charges and Payment schedule

- 4.1. The Registrant shall pay to the Company the Charges set out in the Agreement and in accordance with any schedule of payments therein. All fees including lodgement credit charges are non-refundable.
- 4.2. All charges quoted to the Registrant for the provision of the Registration are exclusive of any Value Added Tax, for which the Registrant shall be additionally liable at the applicable rate.
- 4.3. All sums payable to the Company shall be paid by the Registrant together with any applicable Value Added Tax, and without any set-off or other deduction prior to being admitted onto the Register.

5. Cancellation or postponement of specific dated bookings

- 5.1. For management systems certification audit work cancellation or postponement more than 30 days before a specific booking date shall incur no charges unless specifically indicated in the quotation except any expenditure already committed that cannot be recovered e.g. air fares, train fares, hotel bookings etc.
- 5.2. Cancellation or postponement more than 15 working days, but less than 30 working days before a booking start date shall be charged 50% of all the fees in the signed quotation irrespective of the agreed duration plus any expenditure already committed that cannot be recovered e.g. air fares, train fares, hotel bookings etc.
- 5.3. Cancellation or postponement less than 15 working days before a booking start date shall be charged 100% of all the fees agreed for the in the signed quotation irrespective of the agreed duration plus any expenditure already committed that cannot be recovered e.g. air fares, train fares, hotel bills etc.

6. Warranties and liability

- 6.1. The Company warrants to the Registrant that the execution of the elements of the Agreement will be undertaken using reasonable care and skill.
- 6.2. CIBSE Certification shall use reasonable care and resources to meet the timescales set out in the Agreement and shall not be liable for any losses arising from any delay.
- 6.3. The Company shall have no liability to the Registrant for any loss, damage, costs, expenses or other claims for compensation arising from any error in the Register regardless of cause including negligence.
- 6.4. The Registrant agrees not to pursue any claims for tort (including negligence) or for breach of statutory duty against any individuals working for and on behalf of the Company in carrying out its obligation under the Agreement at any time, whether named expressly in the Agreement or not.
- 6.5. The Company does not imply or express any warranty of any kind with respect to the Registrants services or products from entering into the Agreement or providing the entries on the Register.
- 6.6. The Registrant agrees to indemnify the Company against any losses suffered by or claims made against the Company as a result of any breach by the Registrant named in the Agreement including, but not limited to, defects and/or failure of their products or services whilst in service or infringement or misuse of copyright, patents, trademarks or brands.
- 6.7. In any case the liability of the Company shall not exceed the fees paid for the Registration / Certification.

7. Suspension or Termination

- 7.1. At the date of suspension or termination of this Agreement for whatever reason any Registration granted under this Agreement shall immediately cease to be valid and all listings on the Register will be removed.
- 7.2. CIBSE Certification may immediately suspend any Registration granted or terminate the Agreement due to unsatisfactory performance, unsatisfactory results in meeting requirements for maintenance of Registration or non-conformance with any part of this Agreement
- 7.3. Either party to the Agreement may affect termination by giving 30 days' notice in writing to the other.
- 7.4. Either party may terminate the Agreement forthwith by notice in writing to the other if the other:
 - 7.4.1. Commits a breach of the Agreement, which, in the case of a breach capable of remedy, which has not been remedied within 30 days of the receipt of the other's written request so to do.
 - 7.4.2. If the Registrant becomes insolvent, goes into liquidation, either compulsory or voluntary (save for the purpose of reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets or if the Registrant makes an assignment for the benefit of or composition with its creditors generally or threatens to do any of these things or any judgement is made against the Registrant. Or any similar occurrence under any jurisdiction that affects the Registrant or if the Registrant ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of the Company means that the Registrant may be unable to pay its debts.

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- 7.5. Once the Agreement has been accepted, the Registrant will be liable for costs incurred and committed until the date of termination.
- 7.6. Termination of the Agreement for whatever reason shall not affect the accrued rights of the parties arising in any way out of the Agreement as at the date of termination and, in particular, but without limitation, the right to recover damages against the other.
- 8. Assignment**
- 8.1. Title to all documentation, information, copyright, trademark, know-how or any other intellectual property provided as part of the Registration shall remain with the Company.
- 8.2. Neither party shall assign, transfer, sub-let the Agreement or in any other manner make over to any third party the benefit of the Agreement without the prior written consent of the other. The burden under this Agreement shall only be transferred under a novation Agreement.
- 9. Third parties**
- 9.1. Save as expressly provided in this Agreement, no term shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party (being any person other than the parties, their permitted successors and assignees).
- 10. Entire Agreement**
- 10.1. The Agreement embodies and sets forth the entire Agreement and understanding of the parties and supersedes all prior oral or written Agreements, understandings or arrangements relating to the subject matter of the Agreement. Neither party shall be entitled to rely on any understanding or arrangement, which is not expressly set forth in the Agreement.
- 11. Waiver**
- 11.1. The failure by the Company to enforce at any time or for any period any one or more of the terms or conditions of these Terms or of the Agreement shall not be a waiver of them or of the right at any time subsequently to enforce any single or all terms and conditions of these Terms or of the Agreement.
- 12. Headings**
- 12.1. The headings in these Terms are for convenience only and shall not affect their interpretation.
- 13. Discretion**
- 13.1. No decision exercise of discretion judgement or opinion or approval of any matter mentioned in these Terms or arising from the Agreement shall be deemed to have been made by the Company except if in writing and shall be at its sole discretion unless otherwise expressly provided in the Agreement.
- 14. Supersedes prior arrangements**
- 14.1. The revision status of these terms and conditions is stated at the bottom of each page. This revision supersedes all previous revisions, and upon issue or re-issue to Registrants is deemed to be the prevailing Terms for all new and existing Agreements. Continued Registration and participation in the Agreement(s) is deemed to be acceptance of these Terms.
- 14.2. Reference to any statute or statutory provision includes a reference to the statute or statutory provisions as from time to time amended, extended or re-enacted.
- 15. Notices**
- 15.1. Any notice to be served on either of the parties by the other shall be delivered personally, sent by prepaid recorded delivery or registered post or by facsimile.
- 15.1.1. A notice delivered personally shall be deemed to have been served on delivery.
- 15.1.2. A notice sent by post shall be deemed to have been received by the addressee within 72 hours of posting.
- 15.1.3. A notice delivered by facsimile shall be deemed to have been served upon receipt of the normal confirmation of receipt or, if outside of normal business hours of the recipient, at the start of the next business day.
- 16. Force Majeure**
- 16.1. Both parties will be released from their respective obligations under the Agreement in the event of national emergency, war, prohibitive governmental regulations or if any other cause beyond the reasonable control of the parties renders performance of the Agreement impossible whereupon:
- 16.1.1. All money due to the Company shall be paid immediately.
- 16.1.2. This clause shall only have effect at the discretion of the Company except when such event renders performance impossible for a continuous period of 12 calendar months.
- 17. Severability**
- 17.1. In the event that any provision of the Agreement or these Terms is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either of the parties from any relevant competent authority the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the Company it may be severed from this Agreement or the remaining provisions of this Agreement shall remain in full force and effect unless the Company in the Companies discretion decides that the effect of such declaration is to defeat the original

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intention of the parties in which event the Company shall be entitled to terminate the Agreement by 30 days' notice to the Registrant and the provisions of clause 7 shall apply accordingly.

18. Proper law and jurisdiction

- 18.1. The Agreement shall be governed by and construed in accordance with English Law.
- 18.2. The submission by the parties to such jurisdiction shall not limit the right of the Company to commence any proceedings arising out of the Agreement in any other jurisdiction it may consider appropriate.
- 18.3. Any notice of proceedings or other notices in connection with or which would give effect to any such proceedings may without prejudice to any other method of service be served on any party in accordance with clause 15.

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