

Terms and Conditions - isoassured Consultancy, Training and Certification Services.**1 Overview and Background**

1.1 Definitions and Interpretation - In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Agreement" means the agreement entered into by isoassured and the Client incorporating these Terms and Conditions (or variation thereof agreed upon by both Parties) which shall govern provision of the Services;

"isoassured" means isoassured Limited

"Business Day" means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in Scotland;

"Client" means the party procuring the Services from isoassured who shall be identified in the Agreement;

"Confidential Information" means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

"Fees" means any and all sums due under the Agreement from the Client to isoassured, as specified in the Agreement;

"Intellectual Property Rights" means (a) any and all rights in any trade marks, service marks, registered designs, business and company names, internet domain names and e-mail addresses, unregistered trade marks, copyrights, know-how;

"Services" means the services to be provided by isoassured to the Client in accordance with Clause 2 of these terms

"Assessment, Audit, Re-assessment, Surveillance Audit" means an assessment of the client's management systems

"Certificate" means the electronic and / or paper certificate issued by isoassured

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 "these Terms and Conditions" is a reference to these Terms and Conditions as amended or supplemented at the relevant time;

1.2.3 a "Party" or the "Parties" refer to the parties to the Agreement.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4 Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other gender.

References to persons shall include corporations.

2 Provision of Services

isoassured shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services. isoassured shall use all reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by the Client, subject to the Client's acceptance of any related reasonable increase in the Fees that may be due as a result of such changes. Unless otherwise agreed in writing all isoassured services will be governed by these Terms & Conditions.

2.1 Certification - certificates issued by isoassured shall remain the property of isoassured and must not be altered, modified or edited in any way other than by isoassured. Certification will only be issued once the client has demonstrated compliance with standards specified on the certificate and met all relevant isoassured requirements. Any fees relating to the certification audit must be paid in advance of the audit date. Certificates are only issued after an audit has been successfully completed, audit report prepared by qualified and approved isoassured auditor, audit report reviewed and approved by isoassured, any non-conformance's detailed in the report that are required to be closed out prior to certificate issue have been resolved to the satisfaction of isoassured and all certification fees have been paid in full. Audit report and certificate are then issued electronically for approval prior to paper copy of certificate being issued. Any correction required to paper certificate after electronic certificate has been approved may be subject to an additional fee. Certificate term - new certificates issued may be for a 1 year term and upon renewal may then be reissued with a 1, 2 or 3 year certificate term depending on audit results and compliance with isoassured terms including payment of any audit fees in advance of audit date.

2.2 Audit Scheduling and cancellation - when an audit has been arranged isoassured reserves the right to charge the client a cancellation fee as detailed in isoassured audit rescheduling policy and summarised as follows: rescheduling 21 or more Business Days prior to audit date - no charge; rescheduling 6 to 20 Business Days prior to audit date - £150+vat, rescheduling 5 or less Business Days - £250+vat.

2.3 Surveillance audits and Re-assessment - all certification issued by isoassured is subject to the requirement that a surveillance audit is completed annually, unless surveillance schedule agreed otherwise, to ensure ongoing compliance with the standards specified. Failure to complete adequate surveillance may lead to certificate being suspended or withdrawn. Once certificate is withdrawn a full certification audit would be required before certificate can be reissued. Surveillance audits should be scheduled within 2 months of anniversary of initial certification date. In exceptional circumstances this can be completed out with this time period if agreed in writing with isoassured. Where a surveillance audit takes place after the expiry date on the issued certificate the date on any reissued certificate will be based on the initial issued certification date and not the date the surveillance was completed.

2.4 Certificate suspension or Withdrawal - certificates issued remain the property of isoassured and may be suspended or withdrawn if the client does not meet the requirements set out in these terms and specifically:

- Failure to arrange or agree to surveillance audit or to allow it to proceed
- Failure to respond to non-conformances raised during an audit in the agreed manner or timescale
- Any breach of these terms or misuse of isoassured logos and certification marks

Once a notification of certificate suspension or withdrawal has been issued by isoassured any copies of the issued certificate(s) should be deleted / destroyed / returned to isoassured and any use of the certificate, associated isoassured certification marks, claims to being ISO certified based on the suspended / withdrawn certificate should be immediately ceased.

2.5 Consultancy and Training Services - isoassured consultants and isoassured approved consultants will provide consultancy and training services in accordance with these terms and conditions. Consultants will provide the service in a professional and responsible manner. Charges for consultancy and training will be invoiced in advance, upon completion of service or according to the terms agreed in any project contract / consultancy agreement. Where consultancy is charged at a day rate the consultancy must be arranged and completed within 6 weeks of the agreed start date and the consultant must allocate time for completing the consultancy and make arrangements to complete the work during this

time. Where client does not respond to communications or make the necessary arrangements for the consultancy to be completed during this time period the consultancy invoiced will be considered to have been completed in full and the time will not be carried forward or any refund offered. Where consultancy is invoiced upon completion this must be paid as per the invoice terms. Where a contract or consultancy agreement is in place the work must be completed within the agreed project duration and payments made as per any agreed payment schedule. If a payment schedule has been agreed and payments are not paid as per the schedule the project total will be invoiced in full and work suspended until payment made in full. Work may also be suspended during consultancy project if the client has any overdue payments and the project duration will not be extended if work suspended due to client-non-payment. Where a project is not completed within the agreed project duration due to client non-participation and not as a result of any delay caused or requested by isoassured an additional 1 month will be allocated to completing the project at no additional cost. Where a project is still not completed after the additional month additional consultancy time must then be arranged if ongoing consultancy is required.

2.6 Licence Fees - use of the isoassured certification marks is permitted by Client by granting of royalty-free licence while the Client maintains isoassured certification as detailed in these terms. Continued use of isoassured certification marks upon termination of contract will be subject to a licence fee as follows; Use of isoassured logo on web site or other marketing materials - £200+vat/month.

2.7 Subscription / Direct Debit Payment – Where an agreement has been made for monthly payment by direct debit any cancellation of the direct debit or non-payment before all agreed payments have been made may lead to the outstanding amounts due being invoiced in full for immediate payment and an additional administration fee may also be applied. Where additional costs are incurred in collecting outstanding amounts due this will also be added to the total invoiced.

2.8 alphaZ Download Pass – unlimited email / phone support is provided only during the period when the download pass is active and only relates to the use of the documents provided.

2.9 alphaZ Subscription – unlimited email / phone support is provided for the use of the documents and implementation of management systems. Where support queries cannot be answered in a reasonable time this may be classed as remote support and remote support time will be allocated or required. The remote support time included with the subscription is only available once the equivalent of 11 payments at standard monthly subscription rate have been made.

3. Intellectual Property

isoassured shall retain the ownership of any and all Intellectual Property Rights that may subsist in anything produced by isoassured in the course of providing the Services. Throughout the Term of the Agreement, isoassured shall be deemed to automatically grant a royalty-free, exclusive licence of any and all such rights to the Client to use the same in accordance with the terms of the Agreement and the Services.

isoassured supplied documents including all the alphaZ  files and documents are copyrighted by isoassured and their use must be in compliance with these terms.

3.1 Use of isoassured resources / alphaZ documents package - The alphaZ documents package can be provided as a resource to isoassured approved consultants, isoassured clients and isomanaged.com subscribers. Clients can use files supplied to them for their own organisation and for the purpose intended but any resources provided can not be shared freely or sold to any 3rd parties or used out with the purpose intended. Approved consultants can use isoassured resources freely with their own clients. Non-approved consultants can also use any alphaZ resources they have purchased and downloaded with their own private clients.

3.1 Removal of alphaZ logos - The documents can be edited and used freely -there is no requirement to retain the 'alphaZ' logo or #alphaZ-documents# text in the header but the document properties must not be altered; author must be left as 'isoassured' and comments text must be left unaltered and the © isoassured text retained.

3.2 No resale or transfer - no isoassured intellectual property including all of the files in the alphaZ package can be sold or transferred to any other party in any form.

4. Client's Obligations

4.1 The Client shall use all reasonable endeavours to provide all pertinent information to isoassured that is necessary for the provision of the Services.

4.2 The Client may, from time to time, issue reasonable instructions to isoassured in relation to the provision of the Services. Any such instructions should be compatible with the specification of the Services provided in the Agreement.

4.3 In the event that isoassured requires the decision, approval, consent or any other communication from the Client in order to continue with the provision of the Services or any part thereof at any time, the Client shall provide the same in a reasonable and timely manner.

4.4 If any consents, licences or other permissions are needed from any third parties it shall be the Client's responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof).

4.5 If the nature of the Services requires that isoassured has access to the Client's premises or any other location, access to which is lawfully controlled by the Client, the Client shall ensure that isoassured has access to the same at the times to be agreed as required.

4.6 Any delay in the provision of the Services resulting from the Client's failure or delay in complying with any of the provisions of Clause 4 of the Agreement shall not be the responsibility or fault of isoassured.

5. Fees, Payment and Records

5.1 The Client shall pay the Fees to isoassured in accordance with the provisions of the Agreement.

5.2 isoassured shall invoice the Client for Fees due in accordance with the provisions of the Agreement.

5.3 All payments required to be made pursuant to the Agreement by either Party shall be made by the due date as stated on the relevant invoice. Certification/ surveillance audit fees must be paid in full in advance of the scheduled audit date.

5.4 All payments required to be made pursuant to the Agreement by either Party shall be made in £GBP in cleared funds to such bank in the UK as the receiving Party may from time to time nominate, without any set-off, withholding or deduction except such amount (if any) of tax as that Party is required to deduct or withhold by law.

5.5 Where any payment pursuant to the Agreement is required to be made on a day that is not a Business Day, it may be made on the next following Business Day.

5.6 Any sums which remain unpaid following the expiry of the period set out in sub-Clause 5.3 of the Agreement shall incur interest on a daily basis at 8% above the Bank of England base rate until payment is made in full of any such outstanding sums.

6. Liability, Indemnity and Insurance

6.1 isoassured accepts no liability for any loss to Client business as a result of the Client's interpretation of any consultancy advice or guidance provided. isoassured will not be liable for any: Loss of business; Loss of profit; Depletion of goodwill and / or similar losses; Loss of contract; Loss of information, data or files; Any indirect, consequential or economic loss, costs, damages, charges or expenses. isoassured's total liability shall be limited to the services fee.

6.2 isoassured shall ensure that it has in place at all times suitable and valid insurance that shall include public liability insurance.

6.3 In the event that isoassured fails to perform the Services with reasonable care and skill it shall carry out any and all necessary remedial action at no additional cost to the Client.

6.4 isoassured shall not be liable for any loss or damage suffered by the Client that results from the Client's failure to follow any instructions given by isoassured.

6.5 Nothing in these Terms and Conditions nor in the Agreement shall limit or exclude isoassured's liability for death or personal injury.

6.6 The Client shall indemnify isoassured against any costs, liability, damages, loss, claims or proceedings arising from loss or damage to any equipment (including that belonging to any third parties appointed by isoassured) caused by the Client or its agents or employees.

6.7 Neither Party shall be liable to the other or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of that Party's obligations if the delay or failure is due to any cause beyond that Party's reasonable control.

8. Confidentiality

Confidentiality restrictions shall not apply to any information in the public domain.

8.1 Each Party shall undertake that, except as provided by sub-Clause 8.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Agreement and for 10 years after its termination:

8.1.1 keep confidential all Confidential Information;

8.1.2 not disclose any Confidential Information to any other party;

8.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;

8.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

8.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 8.1.1 to 8.1.4 of the Agreement.

8.2 isoassured shall keep confidential all information relating to your business and shall not disclose that information to any third party but acknowledge that either Party may:

8.2.1 disclose any Confidential Information to:

8.2.1.1 any sub-contractor or supplier of that Party;

8.2.1.2 any governmental or other authority or regulatory body; or

8.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 8.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of Clause 8 of the Agreement, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

8.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.

8.3 The provisions of Clause 8 of the Agreement shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

9. Force Majeure

9.1 No Party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

9.2 In the event that a Party to the Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period to be defined in the Agreement, the other Party may at its discretion terminate the Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services provided up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Agreement.

10. Complaints

10.1 Complaints about our service - any issues should be reported to isoassured office and will be subject to a formal review and investigation.

10.2 Complaints about isoassured Clients - if we receive a complaint about a client that concerns an activity covered by the scope of certification isoassured will complete a review which may require client to provide information or evidence in response to the complaint. Failure to respond or take adequate action in response to a complaint may result in suspension or withdrawal of certificate. An additional visit / audit may be required to investigate and this would be charged to client at standard day rate.

11. Publicity and Promotion

Clients must not make any misleading claims about certification or services provided by isoassured. Clients agree that their details and overview of services provided can be used by isoassured in marketing and promotion of isoassured.

12. Assignment and Sub-Contracting

isoassured shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and approved sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of isoassured.

13. Relationship of the Parties

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

14. Non-Solicitation

14.1 Neither Party shall, for the Term of the Agreement and for 3 years after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to the Agreement without the express written consent of that Party.

14.2 Neither Party shall, for the Term of the Agreement and for 3 years after its termination or expiry, solicit or entice away from the other Party any customer or client where any such solicitation or enticement would cause damage to the business of that Party without the express written consent of that Party.

15. Law and Jurisdiction

15.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising there from or associated therewith) shall be governed by, and construed in accordance with Scottish law and both parties prorogate the non-exclusive jurisdiction of the Scottish courts.

16. Health & Safety

The client is responsible for ensuring safety of isoassured when visiting any client site. A safety induction and any personal protective equipment (PPE) supplied or communicated in advance if isoassured are required to be equipped with any PPE.