SAFECONTRACTOR LIMITED (TRADING AS 'SAFECONTRACTOR') REGISTERED NO. 07618138 (REFERRED TO AS "SAFECONTRACTOR")

TERMS AND CONDITIONS OF CONTRACT

1 **DEFINITION AND INTERPRETATION**

1.1 In the Contract:

"Approval" means the status provided to the Contractor where it has been assessed by SafeContractor and has satisfactorily met the required Approval Standards.

"Approval Date" has the meaning given to it in clause 5.11.

"Approval Logo" means the seal of approval logo owned by SafeContractor which is provided to Approved Members to prove their Approval including the SafeContractor Scheme sticker, membership card and Approval certificate.

"Approval Standards" means the assessment criteria that must be achieved by the Contractor in order to receive Approval (which for the avoidance of doubt are based on UK standards).

"Approved Member" means a Contractor that is a current Member that has achieved and maintained Approval.

"Additional Term" means the additional 12 monthly periods for which the Contract may be automatically extended in accordance with clause 7.1 and clause 15.1.

"Application" means an application for assessment submitted by the Contractor in order to be awarded the Approval.

"Approved List" means a Client's approved list of Members from time to time which for the avoidance of doubt will include details of a Contractor's Approval.

"Authorised User" means an individual whom the Contractor has authorised to have access to the Systems and to whom a password has been issued for such purpose.

"Charges" means the charges for the Services as set by SafeContractor from time to time and as referenced in clause 3.8, including without limitation fees, expenses and other costs and (where applicable) any additional charges as referenced in clause 3.5.

"Client" means a client who has signed up to receive the benefit of the SafeContractor Scheme.

"Client Portal" means the portal that Clients are given access to in order to review the Approved List and/or the Master List.

"Contractor" means the party who purchases or agrees to purchase the Services, subject always to clause 1.6.

"Contractor Portal" means the portal that the Contractor is given access to in order to receive the Services.

"Conditions" means these terms and conditions of contract as amended from time to time in accordance with this Contract.

"Confidential Information" means in the case of either party all information (in any media) of a confidential nature disclosed by that party its employees, agents, consultants or subcontractors to the other including but not limited to all technical or commercial know-how, specifications, inventions, processes or initiatives.

"Connection" means a Client who has added the Contractor to its Approved List.

"Contract" means the contract between SafeContractor and the Contractor for the provision of the Services comprising these Conditions and the EULA.

"Documents" means any and all certificates, any Application form, drawings, specifications, technical know-how, plans, reports, models, presentation materials, brochures, guides, course notes, training materials promotional materials etc. prepared by or on behalf of SafeContractor.

"Employees" means for the purposes of the Contract, the total number of workers, legal employees, labour-only subcontracts, directors, partners and sole traders that the Contractor uses.

"EULA" means the end user license agreement located on the Systems.

"Group" means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

"Initial Term" means the minimum term of one year commencing on the Membership Registration Date.

"IP" means any patents, patent applications, trademarks or trading names (in each case, whether or not registered), trade mark applications, know-how, design rights registered or unregistered (including registered design applications), Confidential Information, copyright, database rights and all other intellectual property rights including any rights analogous to the same subsisting anywhere in the world at any time.

"**Setup Fee**" means the singular, non-refundable fee payable by the Contractor to SafeContractor to cover costs incurred by SafeContractor in the set up and onboarding of the Contractor pursuant to the SafeContractor Scheme. The Setup Fee shall be calculated based on the number of Contractor Employees at the Membership Registration Date.

"Master List" means SafeContractor's master list of Approved Members, as set out on the Client Portal.

"Member" means a Contractor who has achieved and who maintains Membership Status.

"Membership Registration Date" has the meaning given to it in clause 1.3.

"Membership Renewal Date" has the meaning given to it in clause 7.1.

"Membership Status" means the status provided to the Contractor once it has paid the Charges for the relevant year of the Term.

"Premises" means the Contractor's premises at which the Services may be provided (if any).

"SafeContractor Scheme" means the SafeContractor compliance scheme for contractors.

"Services" means the provision of Membership Status, the assessments for Approval and potential inclusion on the Master List and/or the Approved List(s) and in the SafeContractor Scheme, including the provision of the Systems.

"Services Package" means the package of Services (by reference to service level) as set out in Appendix 1.

"Systems" means such on-line systems or portals as may be provided by SafeContractor as part of the Services in accordance with the Contract including the Contractor Portal and/or such other systems notified to the Contractor by SafeContractor from time to time.

"Term" means the Initial Term plus any Additional Terms.

"Unauthorised User" means any (a) Employee(s), agent(s) or independent contractor(s) of the Contractor; and/or (b) any other party under the Contractor's control, who is not an Authorised User.

"Virus" means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

"Working Day" means Monday to Friday (inclusive) excluding bank holidays and other days when clearing banks are not open for business in England and Wales.

1.2 Wherever in the Contract provision is made for a communication to be "written" or "in writing" this includes email, but not fax.

1.3 References to any statutes or statutory regulations shall be deemed to include any subsequent revisions or re-enactments thereof.

1.4 In order to purchase the Services, the Contractor shall submit to SafeContractor the membership registration form (either in person (when submitting online) or by authorising an SafeContractor representative to submit on their behalf (when submitting by telephone)). At the point of submission of the membership registration form, a legally binding Contract shall come into existence ("**Membership Registration Dat**e").

1.5 These Conditions shall apply to and be incorporated in the Contract and shall be in substitution for any ongoing arrangement made between SafeContractor and the Contractor and shall prevail over any terms or conditions contained in or referred to in any purchase order or other Contractor correspondence or elsewhere or implied by trade custom or practice or course of dealing. No addition to or variation of or exclusion or attempted exclusion of these Conditions shall be binding upon SafeContractor unless specifically agreed to in writing and signed by a duly authorised representative of SafeContractor.

1.6 All the provisions of the Contract between SafeContractor and the Contractor are contained in or referred to in these Conditions. In no circumstances shall any conditions of purchase submitted at any time by the Contractor be applied to the Contract, and any failure by SafeContractor to challenge any such terms and conditions does not imply acceptance of those terms and conditions.

1.7 For the avoidance of doubt, where a Contractor enters into these Conditions, the Contract must be between SafeContractor and such Contractor. A third party (including any consultant) cannot accept these Conditions on behalf of the Contractor.

1.8 SafeContractor is not an agent of the United Kingdom Accreditation Service ("**UKAS**"), and nothing stated or done by SafeContractor shall constitute or imply approval by UKAS.

2 **SERVICES**

2.1 During the Term, SafeContractor shall supply the Services to the Contractor using all reasonable skill, care and diligence to the standards of a reasonably qualified and competent provider of services similar to the Services.

2.2 SafeContractor shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and SafeContractor shall notify the Contractor of the relevant changes and any consequent amendment to the Charges in any such event.

3 **CHARGES AND PAYMENT**

3.1 In the first Contract year, the Contractor shall pay the Charges and Setup Fee so that SafeContractor has received such Charges and Setup Fee in full and cleared funds on:

3.1.1 the Membership Registration Date, where the Contractor is paying by credit or debit card; or

3.1.2 the day that is no later than seven days after the Membership Registration Date, where the Contractor is paying by BACS transfer into SafeContractor's account as notified in writing by SafeContractor from time to time,

and in subsequent Contract years, the Contractor shall pay the Charges so that SafeContractor has received such Charges in full and cleared funds on or before the Membership Renewal Date. This may involve SafeContractor taking such payments automatically from the credit or debit card that the Contractor used to make the payment in the first Contract year, and the Contractor hereby authorises SafeContractor to take such payments (noting that the Charges in subsequent years may be higher than those taken in previous years and that any increase shall be implemented in accordance with clause 3.2).

All Charges are net of Value Added Tax (VAT) which the Contractor shall pay to SafeContractor (at the prevailing rate) upon receipt of a valid VAT invoice. Time for payment shall be of the essence. The Contractor is responsible for providing complete and accurate billing and contact information to SafeContractor and notifying SafeContractor of any changes to such information.

3.2 SafeContractor reserves the right to carry out an annual review of the Charges at any time provided that such review of the Charges shall not take effect until the next Membership Renewal Date. SafeContractor shall notify the Contractor of any changes to the Charges at least 30 days prior to the Membership Renewal Date.

3.3 Notwithstanding any other terms of the Contract, SafeContractor may withhold or suspend the provision of the Services (including for the avoidance of doubt the Contractor's Approval), in addition to any other remedy available to SafeContractor, if the Contractor has failed to pay the Charges in accordance with the Contract. In such circumstances, SafeContractor shall amend the Contractor's status on the Client Portal to 'at risk' until the payment is made.

3.4 If the Contractor fails to make any payment due to SafeContractor under the Contract by the due date for payment, then, without limiting SafeContractor' remedies under clause 3.1 or 3.3, the Contractor shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Contractor shall pay the interest together with the overdue amount.

3.5 If the Contractor requires SafeContractor to carry out any additional services or to increase the Services Package that the Contractor is receiving at any time throughout the Term, SafeContractor shall be entitled to make additional charges for such services or additional items. This shall include but shall not be limited to provision of additional copies of certificates, additional stickers, changes to the listed work activities covered by the Approval (where a reassessment is necessary), upgrade fees and/or additional membership cards.

3.6 All payments to be made by the Contractor under the Contract will be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.

3.7 All Charges and the Setup Fee paid in accordance with the Contract are non-refundable. For the avoidance of doubt, this includes where the Contract is terminated in accordance with clause 15, or if Approval is suspended or withdrawn for any reason in accordance with clause 8.1, and regardless of whether the Contractor is successful in obtaining Approval.

3.8 The Charges relating to a Services Package shall be based on the number of Employees the Contractor has. For the avoidance of doubt, SafeContractor reserves the right to amend the Charges during the Term (and at any point in the membership year) in the event that there is a change to the number of Employees or Connections which would result in the Contractor being in a different Charges band. Where such amendment results in an increase to the Charges, the Contractor shall pay this within 30 days of the date of an invoice covering such increase. Where the Contractor fails to pay such invoice on time, SafeContractor shall be entitled to invoke its rights under clause 3.3 and/or clause 3.4. For the avoidance of doubt, where the number of Employees reduces during the Term, the Contractor shall not be entitled to any refund of the Charges paid.

4 **THE CONTRACTOR'S OBLIGATIONS**

4.1 The Contractor shall:

4.1.1 ensure prompt provision of resources, including decisions, information, documentation and access (to personnel, records and Premises) required to enable SafeContractor and its agents and employees to provide the Services in accordance with the Contract;

4.1.2 ensure a safe working environment at the Premises for SafeContractor, its agents and employees; and ensure in the interests of health and safety that SafeContractor's personnel, while on the Premises for the purpose of carrying out the Services have access at all times to an employee of the Contractor familiar with the Premises and safety procedures;

4.1.3 be responsible for the relevance, completeness, accuracy and legality of all information from time to time provided to SafeContractor (whether as part of the Application or otherwise), ensure that none of it infringes the IP of or defames any third party and indemnify and keep SafeContractor indemnified accordingly in respect of any third party IP or defamation claims;

4.1.4 be solely responsible for maintaining back-up and disaster recovery procedures in respect of the information the Contractor supplies to SafeContractor from time to time;

4.1.5 perform its obligations in the Contract in a competent, prompt and diligent manner;

4.1.6 not use any SafeContractor logo or Approval Logo without the prior written consent of SafeContractor or in breach of the obligations set out in clause 6.5;

4.1.7 not do anything to bring the reputation of SafeContractor and/or the SafeContractor Scheme into damage or disrepute; and

4.1.8 provide full and accurate details of the number of Employees it has (in order to enable SafeContractor to confirm the Charges in accordance with clause 3.8) and provide SafeContractor with any updates to the number of Employees promptly upon request by SafeContractor.

4.2 The Contractor hereby acknowledges that the provision by SafeContractor of the Services in accordance with the Contract shall not absolve the Contractor from any obligation, including any statutory obligation relating to health and safety or otherwise, to which it may from time to time be subject and does not mean that the Contractor is compliant with all relevant legislation (whether in the UK or other country of origin).

4.3 The Contractor acknowledges that SafeContractor provides the Services in reliance on information and data provided by the Contractor. The Contractor is responsible entirely for the legality, accuracy, relevance and completeness of all information provided in any form. All Approval assessments and checks completed by SafeContractor are based on the Contractor's information and SafeContractor shall not have any duty to check the accuracy or completeness of such information provided. SafeContractor accepts no liability for the incorrect provision of Services based on information provided by the Contractor under the Contract.

4.4 Whilst as part of the Services SafeContractor will verify certain documents submitted by the Contractor, it shall only verify a sample of the documents submitted and provides no warranty as to whether such documents are fit for purpose or legally compliant. This responsibility lies solely with the Contractor, and SafeContractor accepts no liability in relation to the same. For the avoidance of doubt, SafeContractor shall be permitted to share with relevant Client(s) the outcome of any assessment and the Application.

4.5 The Contractor agrees that SafeContractor shall not be liable under any circumstances for any delay, error or problem caused by any act or omission on the part of the Contractor, its agents or Employees. SafeContractor may levy additional charges (at its then current standard rates) resulting from any additional work or additional costs incurred or undertaken as a consequence of any such act or omission. Such additional charges shall be paid by the Contractor within 30 days of the date of an invoice covering such additional charges. Where the Contractor fails to pay such invoice on time, SafeContractor shall be entitled to invoke its rights under clause 3.3 or clause 3.4.

4.6 In the event that the Contractor fails to notify SafeContractor of any problem or concern within five (5) Working Days of SafeContractor carrying out the Services then the Contractor shall be deemed to have accepted the same.

4.7 If SafeContractor is providing Systems in accordance with the Contract, the Contractor shall and shall procure that any Authorised Users:

4.7.1 operate any relevant Systems only in accordance with SafeContractor's and/or any relevant licensor of the Systems' instructions and shall ensure that no modifications are made to any such Systems;

4.7.2 agree to the terms of the EULA; and

4.7.3 maintain an up to date list of Authorised Users and supply to SafeContractor a copy of such list promptly upon request; and issue to each of its Authorised Users the password from time to time provided by SafeContractor.

4.8 The Contractor shall ensure that each Authorised User keeps his or her username and password confidential and does not at any time share any access details to the Systems with any other person. The Contractor shall immediately inform SafeContractor when individual Authorised Users no longer require access to the Systems.

4.9 The Contractor shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Systems and/or the Documents and, in the event of any such unauthorised access or use, promptly notify SafeContractor. The Contractor shall ensure that no Viruses are introduced into any such Systems. Without prejudice to any rights or remedies which may be available to SafeContractor, if any Viruses are transmitted or introduced into the Systems or any IT system used by SafeContractor in relation to the Services by (a) the Contractor; or (b) any Authorised User; or (c) any Unauthorised User, the Contractor shall promptly notify SafeContractor and, unless otherwise directed by SafeContractor, shall take any such action at its own cost as is reasonably necessary to eliminate such Viruses and/or ameliorate their effect.

4.10 In respect of the use of any relevant Systems, the Contractor shall comply with generally accepted principles of internet usage and ensure that:

4.10.1 such relevant Systems are not used fraudulently, in connection with any criminal offence, or otherwise unlawfully or to send or receive any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights, or to send or provide unsolicited advertising or promotional material; and

4.10.2 no attempt is made to reproduce, copy, adapt, duplicate, decompile, disassemble, create derivative works from, modify, reverse engineer or make error connections to the Systems in whole or in part; and

4.10.3 Authorised Users shall comply with the terms of the EULA.

4.11 The Contractor acknowledges and accepts that SafeContractor may be required by law to monitor website content and traffic and, if necessary, give evidence of the same together with use of log-on identification to support or defend any dispute or actionable cause.

4.12 The Contractor acknowledges and accepts that SafeContractor may be required by law or any other regulatory authority (including but not limited to the Health and Safety Executive or relevant Trading Standards authority) to disclose information provided by the Contractor upon request.

4.13 SafeContractor shall, where it suspects that any documents supplied by the Contractor in connection with the Services are fraudulent or invalid, be entitled to disclose such documents to third parties for verification purposes.

4.14 SafeContractor does not guarantee that access to the Systems shall be uninterrupted, or that the Systems shall be error or Virus free, and excludes any liability in relation to the same. SafeContractor reserves the right to undertake maintenance or emergency works to the Systems from time to time and where the need arises, suspend or close the Contractor's access to the Systems.

4.15 SafeContractor does not provide any guarantee as to the accuracy of the materials and content included on the Systems from time to time, and is under no obligation to ensure such materials are up to date.

5 **APPROVAL PROCESS**

5.1 On the Membership Registration Date, the Contractor shall achieve Membership Status and shall be entitled to all SafeContractor membership benefits. In respect of the Initial Term, at the time of payment of the Charges, the Contractor shall specify which Services Package it intends to purchase asset out in Appendix 1. On autorenewal, subject to clause 3.8, the Contractor shall renew on the same Service Package it received in the previous membership year. Where the Contractor wishes to downgrade or upgrade the Service Package on autorenewal, it shall notify SafeContractor in writing at least 14 days prior to such autorenewal taking effect.

5.2 Once the Contractor has Membership Status, the Contractor shall submit an Application by completing the health and safety assessment questionnaire and submitting this and all necessary supporting documentation to SafeContractor via the Systems, by email, in hard copy format and/or via a SafeContractor operative.

5.3 Once the Application is received by SafeContractor, it shall be assessed by experienced professionals against the Approval Standards in accordance with the timescales set out in the relevant Services Package. At any time during the Application, the Contractor may upgrade to a different Services Package by paying the appropriate Charges to SafeContractor. For the avoidance of doubt, SafeContractor shall not review any Application submitted by the Contractor or provide any assessment support in accordance with the service levels set out in the Contractor's Services Package unless and until the Contractor has paid the Charges in accordance with clause 3.1.

5.4 Subject to the Contractor remaining a Member , the assessment process remains active until the Application is deemed by SafeContractor to be either: (i) successful and Approval is awarded; or (ii) complete and Approval has been rejected.

5.5 All information submitted as part of an Application must be in English. SafeContractor reserves the right to reject any information submitted in another language. For the avoidance of doubt, where the Contractor is unable to provide a copy of a particular document requested by SafeContractor, SafeContractor shall record that no such document was provided.

5.6 The purpose of the assessment process is to determine the organisational capability of the Contractor and not that of any third party consultant. It is acknowledged that where health and safety expertise is not available to the Contractor internally, external advice may be sought however, this advice must be assimilated into the Contractor's business operations. SafeContractor reserves the right to refuse an Application submitted by a third party consultant, which may result in the Contractor being removed from the Master List, any Approved List and/or the SafeContractor Scheme, and/or losing its Membership Status.

5.7 The assessment process is intended to encourage and support the Contractor throughout, however, this is subject to any specific response timescales relating to the SafeContractor Scheme as set out in the Services Packages.

5.8 Where an Application is unsuccessful, feedback shall be provided to the Contractor identifying areas of non-conformance, together with recommendations of actions required to achieve Approval.

5.9 The Approval Standards are set by SafeContractor's technical approval team (and at SafeContractor's option) in conjunction with external specialists and Clients (where deemed appropriate). A full technical review is undertaken on an annual basis, and SafeContractor reserves the right to amend the Approval Standards at any time to ensure that they remain appropriate, continue to meet legislative and industry best practice requirements, and reflect Client needs.

5.10 On renewal of any Approval the Contractor shall be assessed against the then current Approval Standards.

5.11 Approval is awarded on the date that the assessor is satisfied that the Approval Standards have been met in accordance with this clause 5 ("**Approval Date**"). Approval is valid for a minimum period of 12 months commencing on the Approval Date, subject to clause 8.1 and the Contractor remaining a Member. SafeContractor has absolute discretion to award an Approval for a period longer than 12 months in certain circumstances.

5.12 It remains the Contractor's responsibility to ensure ongoing compliance with the Approval Standards throughout the period of Approval. SafeContractor reserves the right to undertake ongoing or spot check compliance monitoring. Failure to ensure ongoing compliance may result in the Approval being revoked.

5.13 SafeContractor reserves the right to reassess the Contractor at any time during the period of Approval and SafeContractor reserves the right to charge the Contractor additional charges for such reassessment.

5.14 SafeContractor reserves the right to undertake a financial assessment of the Contractor's business to ascertain financial stability. As part of this financial assessment, in the case of Contractors who are limited companies, limited liability partnerships or public limited companies, SafeContractor may undertake a credit reference check via a third party supplier. The credit reference check shall allow SafeContractor to obtain the following information:

5.14.1 public data on the Contractor's credit behaviour;

5.14.2 information on the conduct of the Contractor's credit accounts;

5.14.3 information on the financial stability and credit worthiness of the Contractor.

In accepting these Conditions, the Contractor authorises SafeContractor to undertake the financial assessment and credit reference check outlined above.

5.15 The Contractor warrants to SafeContractor that:

5.15.1 all information and supporting documents provided to SafeContractor (whether during the Application process or otherwise) are true, complete and accurate;

5.15.2 all information that is material to the Approval has been provided;

5.15.3 all information is provided with the full authority and consent of the Contractor (or relevant Employee(s), where applicable),

and SafeContractor shall not be liable to the Contractor or any third party reliant on any information supplied by the Contractor for any such information which proves to be incorrect or fraudulent or in breach of the above warranties.

6 **APPROVAL**

6.1 On Approval, SafeContractor shall, subject to clause 6.9, add the Contractor to the Master List. Inclusion onto the Master List is at the sole discretion of SafeContractor and is dependent on, but not exclusively, achievement of the Approval Standards.

6.2 Inclusion onto an Approved List is at the sole discretion of the applicable Client and is dependent on, but not exclusively, achievement of the Approval Standards and is subject to clause 6.10.

6.3 Inclusion onto the Master List or an Approved List does not in any way constitute or guarantee tenders or offers of work.

6.4 Access to the Systems is controlled and secured by individual passwords and SafeContractor reserves the right to withdraw this access at any time.

6.5 The Contractor shall only be entitled to use the Approval Logo during any period that it is an Approved Member. If at any point the Approval or Membership Status expires or is withdrawn, the Contractor shall immediately cease to use the Approval Logo. Where the Contractor fails to comply with the Approval Logo usage rules, or falsely passes itself off as holding Approval, this may result in legal action or immediate termination of the Contract by SafeContractor. For the avoidance of doubt, during any period where the Contractor holds Membership Status but is not an Approved Member, it shall not be permitted to use the Approval Logo or pass itself off as being an Approved Member.

6.6 SafeContractor reserves the right to review and reduce or expand the categories of work listed on the Systems from time to time at its discretion.

6.7 The Contractor shall promptly notify SafeContractor of any information that may impact its Application and/or Approval, including but not limited to:

6.7.1 details of any enforcement action, including statutory notices, informal written notices and prosecutions;

6.7.2 any civil action associated with health and safety incidents;

6.7.3 major accidents;

6.7.4 any significant new work activities undertaken;

6.7.5 changes to insurance policies including withdrawals, cancellations or avoidance (and in respect of professional indemnity insurance, the Contractor shall advise SafeContractor immediately of any changes in the number of claims that can be made against the policy or changes in excesses);

6.7.6 any complaints about health and safety or environmental performance**;**

6.7.7 any changes to the financial standing of the Contractor including where the events set out in clause 15.4.2 and clause 15.4.3 apply or are likely to apply;

6.7.8 any act or occurrence or information which the Contractor, acting reasonably, believes may impact their Membership Status, Application and/or Approval including but not limited to: i) environmental reports; ii) data breach or loss; iii) non-compliance with the Modern Slavery Act 2015 and/or Bribery Act 2010; iv) any adverse legal judgement or claim; and v) site assessments or any other similar document such as an audit.

6.7.9 any breach of clause 8.1,and for the avoidance of doubt, where any notification is provided under this clause 6.7 or SafeContractor otherwise becomes aware that any of the circumstances in clauses 6.7.1 – 6.7.8 apply, SafeContractor may inform any Client of such circumstances where the Contractor is included on such Client's Approved List.

6.8 SafeContractor reserves the right to modify, adjust, suspend or cancel an Approval (without refund) upon receipt of additional relevant information (from any source) that it deems in its absolute discretion may affect the Approval, and reserves the right to charge additional fees for reassessing or reverifying an Application or reviewing a new Application following receipt of additional information (provided this shall always be agreed in advance with the Contractor).

6.9 Access onto the Master List is at the sole discretion of SafeContractor, and SafeContractor has the discretion to perform any of the following functions:

6.9.1 refuse the Contractor access to the Master List;
6.9.2 suspend the Contractor's access to the Master List;
6.9.3 remove the Contractor from the Master List;
6.9.4 limit the total number of contractors on the Master List;
6.9.5 limit the number of work categories on the Master List;
6.9.6 set specific criteria for inclusion on the Master List; and/or
6.9.7 close the Master List,

and SafeContractor shall not be under any obligation to inform the Contractor of its decision to enforce any of the stipulations set out above.

6.10 Access onto a specific Approved List is at the sole discretion of the Client, and at the Client's request, SafeContractor has the discretion to perform any of the following functions:

6.10.1 refuse the Contractor access to an Approved List;
6.10.2 suspend the Contractor's access to an Approved List;
6.10.3 remove the Contractor from an Approved List;
6.10.4 limit the total number of contractors on an Approved List;
6.10.5 limit the number of work categories on an Approved List;
6.10.6 set specific criteria for inclusion on an Approved List; and/or
6.10.7 close any Approved List,

and SafeContractor shall not be under any obligation to inform the Contractor of the Client's decision to enforce any of the stipulations set out above.

7 **APPROVAL RENEWALS**

7.1 Membership Status shall be renewable on an annual basis and shall automatically renew for successive years in accordance with clause 15.1. The annual Membership renewal date shall be the date that is 12 months after the Membership Registration Date ("**Membership Renewal Date**"). If payment of the Charges is not received by the Membership Renewal Date, SafeContractor reserves the right to suspend visibility of the Contractor from the Systems, place the Contractor into 'at risk' status on the Client Portal, remove the Contractor from the Master List or an Approved List, withdraw or suspend any Approval, withdraw or suspend any right to use the SafeContractor logo and/or Approval Logo, and cease to conduct any assessment activity until payment is received in full and cleared funds.

7.2 Subject to clause 5.11, Approval shall be renewable on an annual basis and, subject to the Contractor maintaining its Membership Status in accordance with clause 7.1, and to the Contractor submitting all required documents to SafeContractor in good time to allow SafeContractor to respond in accordance with the timescales outlined in the applicable Services Package, SafeContractor shall carry out an annual review around 12 months from the Approval Date, to ensure that the Contractor maintains compliance with the Approval Standards. Upon satisfactory reassessment, the Approval shall be extended for a further 12-month period from the date the reassessment is approved. Following successful Approval, a new certificate shall be issued to the Contractor. The annual review date of the Approval may not coincide with the annual renewal date of Membership Status.

8 **REMOVALS**

8.1 The Contractor's failure to comply with any of the following may result in the Contractor's removal or suspension from the SafeContractor Scheme:

8.1.1 maintain as a minimum the same level of insurance as at the time of Approval or upgrade of Services Package, and notify SafeContractor of any change to such insurance;
8.1.2 provide updated insurance documents to support an Application for renewal;
8.1.3 provide all information in clear and legible form, and in the English language;
8.1.4 pay all Charges on time (including any Charges payable where the Contract auto renews in accordance with clause 15.1);
8.1.5 ensure that falsified or fraudulent documentation or information is not provided as part of any Application;
8.1.6 comply with all relevant and applicable laws relating to the registration and Approval processes;
8.1.7 notify SafeContractor of any of the information required under clause 6.7; and/or
8.1.8 comply with all applicable legislation, not be found guilty of a criminal offence, and not carry out any act or omission which may bring SafeContractor and/or the SafeContractor Scheme into disrepute.

8.2 Where the Contractor fails to achieve Approval, or where SafeContractor removes or suspends the Contractor from the SafeContractor Scheme, SafeContractor may provide reasons for this together with any evidence to any Client in respect of whom the Contractor is on, or due to be added to, their Approved List, and the Contractor consents to any such information being provided to any Client in accordance with this clause.

8.3 SafeContractor reserves the right to suspend or remove the Contractor from the SafeContractor Scheme, without refund, should SafeContractor deem it necessary (in its absolute discretion) to protect the SafeContractor Scheme, the Contractor or any Client.

8.4 Where the Contractor is suspended or removed from the SafeContractor Scheme, SafeContractor reserves the right to state a time frame within which new Applications by that Contractor may not be submitted.

9 **RESERVATION OF TITLE**

9.1 Title to the Systems shall remain vested in SafeContractor at all times.

9.2 SafeContractor shall be entitled to remove access to any Systems at any time (including but not limited to upon termination of the Contract).

10 **DATA PROTECTION**

10.1.1 'personal data', 'data controller', 'data processor', 'data subject' and 'process' or 'processing' each have the same meaning as used in the Data Protection Laws;
10.1.2 'Contractor Personal Data' means any and all personal data which is provided by or on behalf of the Contractor to SafeContractor or which is otherwise processed by SafeContractor as a result of or in connection with the provision of the Services;
10.1.3 'Data Protection Laws' means the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it applies in the UK (commonly known as the "UK GDPR"), together with any and all other laws, regulations or other statutory instruments relating to the protection of personal data applicable to SafeContractor and/or the Contractor in any relevant jurisdiction.

10.2 The parties agree that, with respect to the parties' rights and obligations under the Contract and with respect to any Contractor Personal Data, the Contractor and SafeContractor shall each be a separate and independent data controller and the parties shall each comply with all applicable obligations under the Data Protection Laws.

10.3 Neither party shall do, fail to do or permit to be done, anything that causes the other party to be in breach of their respective obligations under the Data Protection Laws.

10.4 The Contractor is solely responsible for establishing the lawful basis for the processing of Contractor Personal Data by SafeContractor under the Contract, including but not limited to, the sharing of Contractor Personal Data with SafeContractor and providing where requested by SafeContractor a copy of the Contractor privacy policy and where applicable, the obtaining of all necessary consents from data subjects.

10.5 To the extent that the Contractor Personal Data includes personal data relating to data subjects other than the Contractor (for example but without limitation where the data subject is an employee of the Contractor), the Contractor shall ensure that it meets all the transparency related obligations under the Data Protection Laws including by giving data subjects appropriate privacy notices in relation to the processing of Contractor Personal Data by SafeContractor.

10.6 The Contractor shall indemnify and keep indemnified SafeContractor in full and hold it harmless on demand from and against any claims, losses, costs, fines or damages suffered or incurred by SafeContractor or for which SafeContractor may become liable arising out of or in connection with any breach of this clause 10 by the Contractor.

10.7 SafeContractor may use artificial intelligence ("AI") software, tools or technology (including generative AI) to analyse, gain insights or make predictions from, process or store any information and data provided by the Contractor, including to improve the Services and to inform decision-making regarding the parties' commercial relationship, and may share such information and data with its affiliates and third party providers of AI for such purposes, and the results of any such use shall, as between the parties, be solely owned by SafeContractor.

10.8 For the avoidance of doubt, SafeContractor may use the Contractor's data (including any personal data relating to the Contractor and/or its Employees or agents) as follows:

10.8.1 SafeContractor may display the Contractor's information on the portal operated by The Safety Schemes in Procurement (SSIP) Limited, including but not limited to the Contractor's company name (or trading name if a sole trader or partnership), address, Approval details and scope of work; and/or
10.8.2 where the Contractor is on the Approved List of a Client who purchases other services from SafeContractor, SafeContractor may display the Contractor's company data on any additional system in addition to on the Client Portal and/or Systems; and/or
10.8.3 SafeContractor may share the Contractor's contact details with a third party organisation that provides member benefits.

11 **INTELLECTUAL PROPERTY**

11.1 SafeContractor shall retain all IP relating to the Services and in any and all Documents, the Systems, any other systems, methods, material and items created by or on behalf of SafeContractor whether specifically for the purposes of the Contract or otherwise.

11.2 SafeContractor hereby grants the Contractor a royalty-free, non-exclusive, non transferable, non-sublicensable and revocable licence to use the Systems for the sole purpose of receiving the Services for the duration of the Term.

11.3 SafeContractor hereby grants the Contractor a royalty free, non-exclusive, non-transferable, non-sublicensable and revocable licence to use the Approval Logo, subject to clause 6.5, for the duration that the Contractor is an Approved Member.

11.4 The Contractor hereby acknowledges that SafeContractor shall have no liability for any misuse by or on behalf of the Contractor, or any other person, of any of the Documents (which shall be determined by reference to the purposes for which the Documents were originally prepared), the Systems, the Approval Logo or any other deliverables generated during the provision of the Services.

11.5 The Contractor hereby grants SafeContractor a royalty-free, non-exclusive and irrevocable licence to copy and use any documents provided by the Contractor for all reasonable purposes related to the Services and to make such documents available to the Client upon request by the Client (whether via the Systems, Client Portal or via other electronic or hard copy format) and to all Clients via the Master List.

11.6 The Contractor hereby grants SafeContractor a royalty-free, non-exclusive, and irrevocable licence to use the Contractor's name and any IP (such as its logo) for marketing purposes.

11.7 The Contractor shall not use the Systems, Documents or any deliverables resulting from the Services for any purpose whatsoever other than as necessary to receive the Services.

11.8 The Contractor hereby agrees to fully indemnify and hold SafeContractor harmless in respect of any third party claims brought against SafeContractor as a result of or relating to the use of any IP provided by the Contractor to SafeContractor under the Contract.

11.9 The Contractor shall not be entitled to rely on the content of the Documents, assessments or any other deliverables or information provided by SafeContractor during the Contract outside of the Term of the Contract or for any reason during the Term other than for its own usual business purposes and/or the purpose for which they were originally provided (which shall be determined by reference to the purposes for which they were prepared). SafeContractor accepts no liability for use of the Documents, assessments and any other information provided to the Contractor other than as relied on in accordance with this clause 11.9 during the Term.

11.10 For the avoidance of doubt, the Contractor shall not be entitled to sell, derive any commercial benefit or otherwise provide the benefit of Documents, assessments or other information and/or deliverables provided by SafeContractor to the Contractor or via the Systems to any third party.

11.11 In the event that there is an actual, alleged or threatened breach of any third party's IP rights arising out of the Contractor's use of the Systems, SafeContractor may procure the right for the Contractor to continue using the Systems, replace or modify the Systems so that they become non-infringing or, if such remedies are not reasonably available, withdraw the Contractor's access to the Systems without any additional liability or obligation to pay liquidated damages or other additional costs to the Contractor.

12 **LIMITATION OF LIABILITY AND REMEDIES**

12.1 **Subject to clause 12.3 and notwithstanding clause 12.2, SafeContractor's maximum total liability under or arising out of or in connection with the Contract shall not exceed the sum which is twice the total value of the Charges paid by the Contractor in the year during which the claim arose or such pro-rated amount should the claim arise during the first year of the Term.**

12.2 **Subject to clause 12.3, neither party shall in any circumstances have any liability (whether direct or indirect) for: (i) loss of business or business opportunity; (ii) loss of revenue; (iii) loss of profits; (iv) loss of anticipated savings; (v) loss of or damage to data; (vi) loss of goodwill or injury to reputation; (vii) any third party claims (excluding any IP claims); (viii) loss which could have been avoided by the Contractor through reasonable conduct or by the Contractor taking reasonable precautions; (ix) loss due to the Systems' downtime for maintenance or in the case of emergencies; (x) any consequential or indirect loss; or (xi) in the case of SafeContractor, any loss arising as a result of any breach by the Contractor of the warranties in clause 5.15. The Contractor is strongly advised to insure against all such potential loss, damage, expense or liability.**

12.3 Nothing in the Contract seeks to exclude or limit any liability of either party for death or personal injury caused by its negligence or for its fraudulent misrepresentation.

12.4 The Contractor hereby acknowledges and agrees that the limitations of liability referred to in clause 12.1 and 12.2 are fair and reasonable, reflected in the level of the Charges and the insurance cover carried by SafeContractor, and are just and equitable having full regards to the extent of SafeContractor's responsibility for any loss or damage suffered.

12.5 Save as required by law and save as may otherwise be set out in the Contract, SafeContractor disclaims and the Contractor waives all other warranties, express or implied, with respect to the Services, arising by law or otherwise, including, without limitation, any implied warranty of satisfactory quality, fitness for a particular purpose and any obligation, liability, right, remedy or claim in tort.

12.6 Save as required by law, the Contractor's exclusive remedy for any default or defect in the performance of the Services by SafeContractor shall be for SafeContractor to correct and/or re-perform any such default or defective Services. If it is not economical or technically feasible for SafeContractor to correct and/or re-perform the default or defect, then the Contractor's exclusive remedy shall be a full or partial credit of sums paid for the default or defective Service(s) (subject always to the other provisions of this clause 12).

13 **CONFIDENTIAL INFORMATION**

13.1 Each party shall keep in strict confidence and treat the other party's Confidential Information as confidential and to use it only for the purposes of the Contract (including for the avoidance of doubt for SafeContractor to share all or part of such Confidential Information with the third parties set out in clause 10.8 and/or with any Client). The obligations of confidentiality in this clause 13.1 shall not apply where: (i) such information is generally available to the public; or (ii) to the extent that disclosure of information is required to be made by law. For the avoidance of doubt, where the recipient of the Confidential Information under this Contract is required by

law to release such Confidential Information to a third party, the recipient shall, unless prohibited by law, notify the discloser of any of its Confidential Information that is being released.

13.2 Each party agrees that this obligation shall continue in force without limitation in point of time notwithstanding the termination or expiry of the Contract for any reason but shall cease to apply to information from the point at which it enters into the public domain by means other than a breach of clause 13.1 and shall also cease to apply to information which is received independently from another source without the imposition of any duty of confidence.

14 **FORCE MAJEURE**

Neither party shall have any liability to the other party if it is prevented from, or delayed in performing, its obligations under the Contract, or from carrying on its business by any event(s) or combination of events where such event(s) arises from, or is attributable to acts, events, omissions or accidents beyond the reasonable control of the relevant party including, but not limited to, acts of God, terrorism, war or flood ("**Force Majeure Event**"). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed due to the Force Majeure Event.

15 **DURATION AND TERMINATION**

15.1 The Contract shall commence on the Membership Registration Date and remain in force for the Initial Term unless terminated early in accordance with these Conditions. Unless terminated in accordance with this clause 15, the Contract shall automatically renew on expiry of the Initial Term for further Additional Term(s) subject to SafeContractor's then current Contractor Conditions, as provided to the Contractor by SafeContractor at least 30 days prior to the Membership Renewal Date, .

15.2 SafeContractor may terminate the Contract (or part thereof) at any time by providing the Contractor with 30 days' written notice.

15.3 The Contractor shall be entitled to terminate the Contract (or part thereof) without cause by providing 14 days' written notice to SafeContractor, such notice to expire no earlier than the date of expiry of the Initial Term or the then current Additional Term. For the avoidance of doubt, the Contractor shall not be entitled to reimbursement of any Charges or the Setup Fee paid in advance where the Contract is terminated in accordance with this clause 15, and all Charges and the Setup Fee paid are non-refundable (save as set out in clause 12.6).

15.4 Either party may terminate the Contract forthwith by notice to the other party without liability to such party if:

15.4.1 the other party is in material breach of the Contract which breach is not capable of remedy or, if capable of remedy, is not remedied within 14 days of notification of the breach and requiring its remedy; or

15.4.2 the other party has had a trustee, receiver, administrative receiver or similar official appointed over a material part of its business or assets; or an order has been made or a resolution passed for the other party's winding up (otherwise than for the purpose of a bona fide scheme of arrangement or solvent amalgamation or reconstruction) or an administration order has been made; or a proposal has been made in respect of the other party for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or for any other composition scheme of arrangement with (or assignment for the benefit of) its creditors; or the other party ceases to trade or is unable to pay its debts as and when they fall due; or any other analogous event occurs in any other jurisdiction;

15.4.3 the other party ceases or threatens to cease trading; or

15.4.4 the other party fails to make any payment in accordance with the terms of the Contract.

15.5 SafeContractor may terminate the Contract immediately forthwith by notice to the Contractor without liability if the Contractor fails to comply with any of the obligations in clause 8.1.

15.6 Upon termination of the Contract howsoever occurring:

15.6.1 the Contractor's right to access and/or use the Systems shall cease immediately;

15.6.2 the Contractor's right to use the SafeContractor logo and/or the Approval Logo, if existing at the date of termination, shall cease immediately;

15.6.3 the Contractor shall return or dispose any of SafeContractor's Confidential Information and all copies thereof in accordance with SafeContractor's instructions;

15.6.4 the Contractor shall return to SafeContractor the Approval Logo; and

15.6.5 the Contractor shall remain liable to pay SafeContractor any Charges outstanding and for any Services already performed prior to the date of termination.

15.7 Following termination of the Contract, the Contractor may still appear on the Client Portal and/or the Master List and/or any Approved List, but shall be shown as having 'cancelled status'.

15.8 Termination of the Contract for any reason shall be without prejudice to any rights of either party which may have accrued up to the date of termination.

15.9 Clauses 9, 10.2, 11, 12, 13, 15.6, 15.7, 15.8, 15.9 and 16 shall survive termination.

16 **MISCELLANEOUS**

16.1 The Contract contains the entire understanding between the parties in connection with the matters herein contained and supersedes any previous agreements statements or undertakings (whether written, oral or implied) relating to the subject matter of the Contract. The parties acknowledge that in entering into the Contract neither has relied on any oral or written representation or undertaking by the other except as expressly incorporated in the Contract. Nothing in this clause 16.1 shall exclude any liability in respect of misrepresentations made fraudulently.

16.2 A waiver by either party of any right under the Contract, or of any failure to perform or breach hereof by either party, shall not constitute or be deemed to be a waiver of any other or future right hereunder or of any other failure to perform or breach hereof, whether of a similar or dissimilar nature.

16.3 SafeContractor may vary these Conditions from time to time on giving the Contractor at least 30 days' notice in writing.

16.4 For the purposes of the Contract, SafeContractor shall be an independent contractor, and neither SafeContractor nor its sub-contractors nor its directors or employees nor any one of them, shall be deemed to be an employee or agent of or a partner with the Contractor.

16.5 The Contractor shall not assign the Contract in whole or in part without the prior approval of SafeContractor (such approval not to be unreasonably withheld or delayed). SafeContractor shall be entitled to assign the Contract in whole or in part at any time without consent.

16.6 A person who is not a party to the Contract shall not have any rights under or in connection with it.

16.7 Both parties shall comply, and shall ensure that each of their subcontractors, agents and personnel comply, with any relevant and applicable anti-bribery and corruption laws, regulations and/or directives related to the provision and receipt of the Services.

16.8 Each party warrants and represents to the other that it complies with the Bribery Act 2010 and that it has not and shall not, in connection with the Services contemplated by the Contract or in connection with any other business transactions involving the other party, make, promise or offer to make any payment or transfer of anything of value, directly or indirectly: (i) to any government official (as defined below) or to an intermediary for payment to any government official, or (ii) to any political party for the purpose of influencing any act or decision of such official or securing an improper advantage to assist that party in obtaining or retaining business. It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business. "Government official" is defined as any employee or officer of a government of a country, including any regional or local department, company or business owned or controlled by such government, any official of a political party, any official or employee of a public international organisation, any person acting in an official capacity for, or on behalf of, such entities, and any candidate for political office. Failure by a party to comply with this clause shall constitute a material breach of the Contract.

16.9 The Contractor agrees that it shall not at any time during the Term or for 6 months thereafter, without the prior written consent of SafeContractor, directly or indirectly solicit, induce or entice away from SafeContractor or employ, engage or appoint in any way cause to be employed, engaged or appointed any employee, agent or sub-contractor of SafeContractor to perform services substantially similar to the Services.

16.10 Any notice under the Contract must be given in writing to the addresses specified by the parties from time to time, and if no address is given, the registered office of such party. Any such notices shall be effective if delivered by recorded delivery (delivery deemed to have taken place at the date and time recorded).

16.11 Each provision of the Contract is severable and distinct from the others and if any provision is or at any time becomes to any extent or in any circumstances invalid, illegal or unenforceable for any reason, it shall to that extent or in those circumstances be deemed not to form part of the Contract, but the validity, legality and enforceability of all other provision of the Contract shall not otherwise be affected or impaired, it being the parties intention that every provision of the Contract shall be and remain valid and enforceable to the fullest extent permitted by law.

16.12 In performing its obligations under the Contract, each party shall procure (and shall procure that each member of its Group) complies with the terms of the Modern Slavery Act 2015.

16.13 The Contract, including any non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English and Welsh courts.

APPENDIX 1 – SERVICES PACKAGE

Package	Service description
Premier	The Premier Package is the ultimate in dedicated support, with a technical expert assigned to take a contractor through the Approval process. This is the fastest and the most supported way to gain Approval in the market. This package provides contact within one working day, and a response to the submitted health and safety assessment within two working days.
Assisted	The Assisted Package is ideal for contractors who would like dedicated personalised assistance through the Approval process. This package shall provide contact within five working days, and a response to the submitted health and safety assessment within another five working days.
Express	The Express Package is ideal for contractors who need a quick turn-around on Approval. This package shall provide contact within two working days, and a response to the submitted health and safety assessment within two working days.
Standard	The original and the best since 1999 this industry leading Standard Package provides support through the Approval process for contractors familiar with health and safety requirements. This package shall provide contact within seven working days and a response to the submitted health and safety assessment within twenty working days.