

ALCUMUS SAFECONTRACTOR LIMITED (TRADING AS 'SAFECONTRACTOR') REGISTERED NO. 07618138 (REFERRED TO AS "ALCUMUS")
TERMS AND CONDITIONS OF CONTRACT

1 DEFINITION AND INTERPRETATION

1.1 In the Contract:

- "**Accreditation**" means the status provided to the Contractor where it has been assessed by Alcumus and has satisfactorily met the required Accreditation Standards.
- "**Accreditation Date**" has the meaning given to it in clause 5.11.
- "**Accreditation Logo**" means the seal of approval logo owned by Alcumus which is provided to Accredited Members to prove their Accreditation including the SafeContractor Scheme sticker, membership card and accreditation certificate.
- "**Accreditation Standards**" means the assessment criteria that must be achieved by the Contractor in order to receive Accreditation (which for the avoidance of doubt are based on UK standards).
- "**Accredited Member**" means a Contractor that is a current Member that has achieved and maintained Accreditation.
- "**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 Accreditation.
- "**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 Accreditation.
- "**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 Alcumus from time to time, including without limitation fees, expenses and other costs.
- "**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 1.7.
- "**Contractor Portal**" means the portal that the Contractor is given access to in order to be able to access the Systems to receive the Services.
- "**Conditions**" means these terms and conditions of contract as amended in accordance with clause 2.2 and/or clause 16.3.
- "**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.
- "**Contract**" means the contract between Alcumus and the Contractor for the provision of the Services comprising these Conditions.
- "**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 Alcumus.
- "**Employees**" means for the purposes of the Contract, the total number of workers, legal employees, labour-only subcontractors, directors, partners and sole traders that the Contractor uses.
- "**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.
- "**Master List**" means Alcumus' master list of Accredited 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 1.4.
- "**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 Accreditation 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 Alcumus as part of the Services in accordance with the Contract including the Contractor Portal and/or such other systems notified to the Contractor by Alcumus 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.
- "**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 Alcumus the membership registration form (either in person (when submitting online) or by authorising an Alcumus 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 Date**").
- 1.5 These Conditions shall apply to and be incorporated in the Contract and shall be in substitution for any ongoing arrangement made between Alcumus 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 Alcumus unless specifically agreed to in writing and signed by a duly authorised representative of Alcumus.
- 1.6 All the provisions of the Contract between Alcumus 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 Alcumus 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 Alcumus and such Contractor. A third party (including any consultant) cannot accept these Conditions on behalf of the Contractor.

2 SERVICES

- 2.1 During the Term, Alcumus 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 Alcumus 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 Alcumus 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 so that Alcumus has received such Charges 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.
- and in subsequent contract years, the Contractor shall pay the Charges so that Alcumus has received such Charges in full and cleared funds on or before the Membership Renewal Date. This may involve Alcumus 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 Alcumus to take such payments. All Charges are net of Value Added Tax (VAT) which the Contractor shall pay to Alcumus (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 Alcumus and notifying Alcumus of any changes to such information.
- 3.2 Alcumus 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 (when the next payment by the Contractor falls due). Alcumus 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, Alcumus may withhold or suspend the provision of the Services (including for the avoidance of doubt the Contractor's Accreditation), in addition to any other remedy available to Alcumus, without terminating the Contract if the Contractor has failed to pay the Charges in accordance with the Contract. In such circumstances, Alcumus 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 Alcumus under the Contract by the due date for payment, then, without limiting Alcumus' 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 Alcumus to carry out any additional services or increase the Services Package that the Contractor is receiving at any time throughout the Term, Alcumus 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 Accreditation (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 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 Accreditation is suspended or withdrawn for any reason in accordance with clause 8.1, and regardless of whether the Contractor is successful in obtaining Accreditation.
- 3.8 For the avoidance of doubt, Alcumus 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 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, Alcumus shall be entitled to invoke its rights under clause 3.3 and/or clause 3.4.

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 Alcumus 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 Alcumus, its agents and employees; and ensure in the interests of health and safety that Alcumus' 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 accuracy and legality of all information from time to time provided to Alcumus (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 Alcumus indemnified accordingly in respect of any third party intellectual property 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 Alcumus 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 Alcumus logo or Accreditation Logo without the prior written consent of Alcumus or in breach of the obligations set out in clause 6.5;
- 4.1.7 not do anything to bring the reputation of Alcumus 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 Alcumus to confirm the Charges in accordance with clause 3.8) and provide Alcumus with any updates to the number of Employees following a request by Alcumus.
- 4.2 The Contractor hereby acknowledges that the provision by Alcumus 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 Alcumus provides the Services in reliance on information and data provided by the Contractor. The Contractor is responsible entirely for the accuracy, relevance and completeness of all information provided in any form. All Accreditation assessments and checks completed by Alcumus are based on the Contractor's information and Alcumus shall not have any duty to check the accuracy or completeness of such information provided. Alcumus 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 Alcumus 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 Alcumus accepts no liability in relation to the same.
- 4.5 The Contractor agrees that Alcumus 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. Alcumus 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.
- 4.6 In the event that the Contractor fails to notify Alcumus of any problem or concern within five (5) Working Days of Alcumus carrying out the Services then the Contractor shall be deemed to have accepted the same.
- 4.7 If Alcumus 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 Alcumus' and/or any relevant licensor of the Systems' instructions and shall ensure that no modifications are made to any such Systems; and
- 4.7.2 supply to Alcumus a list of its Authorised Users promptly upon request; and issue to each of its Authorised Users the password from time to time provided by Alcumus.
- 4.8 The Contractor shall ensure that it keeps an up to date list of all Authorised Users with access to the Systems at any given time. 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 Alcumus 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 Alcumus. Without prejudice to any rights or remedies which may be available to Alcumus, if any Viruses are transmitted or introduced into the Systems or any IT system used by Alcumus in relation to the Services by (a) the Contractor; or (b) any Authorised User; or (c) any Unauthorised User, the Contractor shall promptly notify Alcumus and, unless otherwise directed by Alcumus, 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, decompile, disassemble, modify, reverse engineer or make error connections to the Systems in whole or in part.
- 4.11 The Contractor acknowledges and accepts that Alcumus 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 Alcumus 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. Alcumus 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.
- 4.13 Alcumus 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 ACCREDITATION 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 (which for the avoidance of doubt shall be one of the following options: (i) the Premier Package; (ii) the Assisted Package; (iii) the Express Package; or (iv) the Standard Package. Further detail regarding the Services Packages is set out in Appendix 1. On autorenewal, the Contractor shall renew on the same Service Package it received in the previous membership year. Where the Contractor wishes to downgrade the Service Package on autorenewal, it shall notify Alcumus 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 Alcumus via the Systems, by email, in hard copy format and/or via a SafeContractor operative.
- 5.3 Once the Application is received by Alcumus, it is assessed by experienced professionals against the Accreditation 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 Alcumus. For the avoidance of doubt, Alcumus 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 (by ensuring payment of the Charges when due), the assessment process remains active until the Application is deemed by Alcumus to be either: (i) successful and Accreditation is awarded; or (ii) complete and Accreditation has been rejected.
- 5.5 All information submitted as part of an Application must be in English. Alcumus 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 Alcumus, Alcumus 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. Alcumus 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 is provided to the Contractor identifying areas of non-conformance, together with recommendations of actions required to achieve Accreditation.
- 5.9 The Accreditation Standards are set by Alcumus' technical accreditation team (and at Alcumus' option) in conjunction with external specialists and Clients (where deemed appropriate). A full technical review is undertaken every six months, and Alcumus reserves the right to amend the Accreditation 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 Accreditation the Contractor shall be assessed against the then current Accreditation Standards.
- 5.11 Accreditation is awarded on the date that the assessor is satisfied that the Accreditation Standards have been met in accordance with this clause 5 ("Accreditation Date"). Accreditation is valid for a minimum period of 12 months commencing on the Accreditation Date, subject to clause 8.1 and the Contractor remaining a Member (by ensuring payment of the Charges when due). Alcumus has discretion to award an Accreditation for a period longer than 12 months in certain circumstances.
- 5.12 It remains the Contractor's responsibility to ensure ongoing compliance with the Accreditation Standards throughout the period of Accreditation. Alcumus reserves the right to undertake ongoing or spot check compliance monitoring. Failure to ensure ongoing compliance may result in the Accreditation being removed.
- 5.13 Alcumus reserves the right to reassess the Contractor at any time during the period of Accreditation and Alcumus reserves the right to charge the Contractor additional charges for such reassessment.
- 5.14 Alcumus 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, Alcumus may undertake a credit reference check via a third party supplier. The credit reference check shall allow Alcumus 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 Alcumus to undertake the financial assessment and credit reference check outlined above.
- 5.15 The Contractor warrants to Alcumus that:
- 5.15.1 all information and supporting documents provided to Alcumus (whether during the Application process or otherwise) are true, complete and accurate;
- 5.15.2 all information that is material to the Accreditation 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 Alcumus shall not be liable to the Contractor or any third party reliant on any information supplied by the Contractor which proves to be incorrect or fraudulent or in breach of the above warranties.
- 6 ACCREDITATION**
- 6.1 On Accreditation, Alcumus shall, subject to clause 6.9, add the Contractor to the Master List. Inclusion onto the Master List is at the sole discretion of Alcumus and is dependent on, but not exclusively, achievement of the Accreditation 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 Accreditation 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 Alcumus reserves the right to withdraw this access at any time.
- 6.5 The Contractor shall only be entitled to use the Accreditation Logo during any period that it is an Accredited Member. If at any point the Accreditation or Membership Status expires or is withdrawn, the Contractor shall immediately cease to use the Accreditation Logo. Where the Contractor fails to comply with the Accreditation Logo usage rules, or falsely passes itself off as holding Accreditation, this may result in legal action or immediate termination of the Contract by Alcumus. For the avoidance of doubt, during any period where the Contractor holds Membership Status but is not an Accredited Member, it shall not be permitted to use the Accreditation Logo or pass itself off as being an Accredited Member.
- 6.6 Alcumus reserves the right to review and expand the categories of work listed on the Systems from time to time at its discretion.
- 6.7 The Contractor shall promptly notify Alcumus of any information that may impact its Application and/or Accreditation, 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 Alcumus 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 Accreditation; and
- 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 Alcumus otherwise becomes aware that any of the circumstances in clauses 6.7.1 – 6.7.9 apply, Alcumus may inform any Client where the Contractor is included on such Client's Approved List.
- 6.8 Alcumus reserves the right to modify, adjust, suspend or cancel an Accreditation (without refund) upon receipt of additional relevant information (from any source) that may be seen to affect the Accreditation, and reserves the right to charge additional fees for reassessing or re-verifying 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 Alcumus, and Alcumus 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 Alcumus 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, Alcumus 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 Alcumus 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 ACCREDITATION 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, Alcumus 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 Accreditation, withdraw or suspend any right to use the Accreditation Logo, and cease to conduct any assessment activity until payment is received in full and cleared funds.
- 7.2 Accreditation 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 Alcumus in good time to allow Alcumus to respond in accordance with the timescales outlined in the applicable Services Package, Alcumus shall carry out an annual review around 12 months from the Accreditation Date, to ensure that the Contractor maintains compliance with the Accreditation Standards. Upon satisfactory reassessment, the Accreditation shall be extended for a further 12-month period from the date the reassessment is approved. Following successful Accreditation, a new certificate shall be issued to the Contractor. The annual review date of the Accreditation 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 Accreditation or upgrade, and notify Alcumus 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 Accreditation processes;
 - 8.1.7 notify Alcumus 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 Alcumus and/or the SafeContractor Scheme into disrepute.

8.2 Where the Contractor fails to achieve Accreditation, or where Alcumus removes or suspends the Contractor from the SafeContractor Scheme, Alcumus 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 Alcumus reserves the right to suspend or remove the Contractor from the SafeContractor Scheme, without refund, should it be deemed necessary to protect the SafeContractor Scheme, the Contractor or any Client.

8.4 Where the Contractor is suspended or removed from the SafeContractor Scheme, Alcumus 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 Alcumus at all times.
- 9.2 Alcumus shall be entitled to remove access to any Systems at any time (including but not limited to the case of 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 Alcumus or which is otherwise processed by Alcumus 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 Alcumus 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 Alcumus 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 Alcumus under the Contract, including but not limited to, the sharing of Contractor Personal Data with Alcumus and providing where requested by Alcumus a copy of the Alcumus 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 including by giving data subjects appropriate privacy notices in relation to the processing of contractor personal data by Alcumus.
- 10.6 The Contractor shall indemnify and keep indemnified Alcumus in full and hold it harmless on demand from and against any claims, losses, costs, fines or damages suffered or incurred by Alcumus or for which Alcumus may become liable arising out of or in connection with any breach of this clause 10 by the Contractor.
- 10.7 For the avoidance of doubt, Alcumus may use the Contractor's data (including any personal data relating to the Contractor and/or its employees or agents) as follows:
- 10.7.1 Alcumus 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, Accreditation details and scope of work; and/or
 - 10.7.2 where the Contractor is on the Approved List of a Client who purchases other services from Alcumus (including but not limited to e-Permits or an Info Exchange system), Alcumus may display the Contractor's company data on such system in addition to on the Client Portal and/or Systems; and/or
 - 10.7.3 Alcumus may share the Contractor's contact details with a third party organisation that provides member benefits.

11 INTELLECTUAL PROPERTY

- 11.1 Alcumus 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 Alcumus whether specifically for the purposes of the Contract or otherwise.
- 11.2 Alcumus hereby grants the Contractor a royalty-free, non-exclusive and revocable licence to use the Systems for the sole purpose of receiving the Services for the duration of the Term.
- 11.3 Alcumus hereby grants the Contractor a royalty free, non-exclusive and revocable licence to use the Accreditation Logo, subject to clause 6.5, for the duration that the Contractor is an Accredited Member.
- 11.4 The Contractor hereby acknowledges that Alcumus 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 Accreditation Logo or any other deliverables generated during the provision of the Services.
- 11.5 The Contractor hereby grants Alcumus 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 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.
- 11.7 The Contractor hereby agrees to fully indemnify and hold Alcumus harmless in respect of any third party claims brought against Alcumus as a result of or relating to the use of any IP provided by the Contractor to Alcumus under the Contract.
- 11.8 The Contractor shall not be entitled to rely on the content of the Documents, assessments or any other deliverables or information provided by Alcumus 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. Alcumus accepts no liability for use of the Documents, assessments and any other information provided to the Contractor other than during the Term.

11.9 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 Alcumus to the Contractor or via the Systems to any third party.

11.10 In the event that there is an actual, alleged or threatened breach of any third party's intellectual property rights arising out of the Contractor's use of the Systems, Alcumus 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, Alcumus' 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 in the first year of trading.**
- 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 Alcumus, 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 Alcumus, and are just and equitable having full regards to the extent of Alcumus' 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, Alcumus 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 Alcumus shall be to correct and/or re-perform any such defective Services by Alcumus. If it is not economical or technically feasible for Alcumus to correct and/or re-perform the defect, then the Contractor's exclusive remedy shall be a full or partial credit of sums paid for the 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 Alcumus to share all or part of such Confidential Information with the third parties set out in clause 10.7 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 roll forward on expiry of the Initial Term for further Additional Term(s).
- 15.2 Alcumus 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 Alcumus, 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 paid in advance where the Contract is terminated in accordance with this clause 15, and all Charges 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 Alcumus 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 Accreditation Logo, if existing at the date of termination, shall cease immediately;
 - 15.6.3 the Contractor shall return or dispose of any of Alcumus' Confidential Information and all copies thereof in accordance with Alcumus' instructions;
 - 15.6.4 the Contractor shall return to Alcumus the Accreditation Logo; and
 - 15.6.5 the Contractor shall remain liable to pay Alcumus 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 Alcumus 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, Alcumus shall be an independent contractor, and neither Alcumus 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 Alcumus (such approval not to be unreasonably withheld or delayed). Alcumus 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 The Contractor warrants and represents to Alcumus 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 Alcumus, 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 Alcumus 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 the Contractor 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 Alcumus, directly or indirectly solicit, induce or entice away from Alcumus or employ, engage or appoint in any way cause to be employed, engaged or appointed any employee, agent or sub-contractor of Alcumus 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 accreditation process. This is the fastest and the most supported way to gain accreditation 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 accreditation 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 accreditation. 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 accreditation 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.