1. INTERPRETATION

'Accreditation Certificate' means the certificate issued by RSSB to an Applicant successfully completing the Accreditation Procedure and specifying the product group(s) for which the Applicant will be accredited upon successful completion of the Accreditation Procedure and any conditions applying to it.

'Accreditation Procedure' means the procedure set out in the RISAS Rules and Principles and applied by RSSB in considering the suitability of Applicants wishing to become a RISAB.

"Application" means a person or body applying to RSSB for accreditation as a RISAB for the purposes of and under RISAS.

"Contract" means the agreement between RSSB and the Applicant which incorporates these Terms and Conditions and the conditions set out in the Accreditation Certificate (if applicable) and the Proposal.

"Proposal" means any body with legal personality or without legal personality, including but not limited to any individual, company, firm, partnership, body corporate or unincorporate.

"Proposal" means the proposal letter from RSSB to the Applicant of the terms applying to the Accreditation Procedure and to enable RSSB to carry out its functions, duties and obligations in accordance with the RISAS Rules and Principles and the Applicant to carry out its functions, duties and obligations as a RISAB (if and as applicable).

"Terms of Accreditation" means any conditions RSSB attaches to the provision of RISAB services by an Applicant as set out in the Proposal and/or the Accreditation Certificate and any modification to them as may be agreed.

"RSSB Standard Payment Terms" referred to in the Proposal means the payment terms described in Condition 15 of the Contract.

"RISAB Services" means the services, duties and responsibilities to be provided, performed and observed by the Applicant pursuant to this Contract, the Proposal, the RISAS Rules and Principles and the Accreditation Certificate (if applicable).

2. DURATION

Subject to Condition 12 hereafter, the Applicant shall be entitled to provide RISAB Services from the date for the term and subject to the conditions and product group(s) specified in the Accreditation Certificate.

3. KEY PERSONNEL

The Applicant represents that all the RISAB Services shall be performed by the Key Personnel named in the Accreditation Certificate where and as may be agreed. No changes in the Key Personnel shall be made without the prior approval of RSSB’s Representative, which shall not be unreasonably withheld.

4. RISAB SERVICES

Without prejudice to or limitation of RSSB’s statutory rights, an Applicant who has been accredited by RSSB as a RISAB shall

(a) comply with all the RISAS Rules and Principles and Terms of Accreditation, as detailed above, when providing RISAB Services;

(b) ensure and be able to demonstrate to the sole satisfaction of RSSB’s Representative that the RISAB Services provided are undertaken by competent and suitably trained persons, exercising reasonable skill and care;

(c) exercise its rights so as to ensure that any supplier certified by it pursuant to the RISAS Rules and Principles shall comply with such RISAS Rules and Principles, together with and subject to any terms applying to the Applicant's certification of that supplier;

(d) ensure that RISAB Services are undertaken impartially and not influenced or compromised by commercial, financial or other pressures, advising RSSB where such impartiality is threatened and/or compromised and the actions taken by it to overcome such exposure and risk;

(e) advise RSSB of any material issues which it becomes aware of that may affect its status as a RISAB, or as may affect a supplier it has assessed and certified;

(f) have in place a legally enforceable agreement, subject to reasonable terms and by agreement within an appropriate commercial framework, for the provision of RISAB Services to a supplier(s) including but not limited to, the inclusion of provisions and obligations for such supplier(s), when applying to the Applicant for their accreditation of such supplier(s) as may be applicable whilst providing RISAB Services at a supplier’s site(s) and shall procure that its Key Personnel, other employees, agents, sub-contractors and sub-suppliers comply with such requirements.

5. LIABILITY

(a) RSSB will be relying upon the Applicant’s skill, expertise and experience in the provision of the RISAS Services and also upon the accuracy of all representations or statements made and the advice given by the Applicant in connection with the Accreditation Procedure and the provision of the RISAS Services and the accuracy of all contractual documentation and the Applicant hereby agrees and accepts to indemnify RSSB against all reasonably foreseeable professional misjudged loss, damage, costs and expenses of whatsoever nature incurred or suffered by RSSB or by a third party as a result of the Applicant’s failure to use such skill, expertise and experience, or the provision by the Applicant of inaccurate, or incorrect representations, statements, or contractual documentation.

(b) The Applicant accepts:

(i) liability for death and personal injury however resulting from the Applicant’s negligence;

(ii) liability for loss or damage to property resulting from the Applicant’s negligence where such negligence has arisen or arises in connection with the Accreditation Procedure and provision of the RISAS Services or in connection with any other activities undertaken by the Applicant pursuant to or for any purpose related to the Contract;

(iii) the Applicant hereby agrees to indemnify RSSB against all and any liability, loss, damage, costs and expenses of whatsoever nature incurred or suffered by RSSB or by any third party whether arising from any disputes, contractual claims or proceedings which seek to recover loss and damage incurred by reason of any such death, personal injury or damage to property in relation to the Accreditation Procedure and/or provision of the RISAS Services

(c) The Applicant undertakes:

(i) maintain, at its own cost, public liability insurance for the amount of £1,000,000 (one million pounds) in respect of any one occurrence or series of occurrences arising out of one event and in the aggregate to ensure that its activities under the Contract are insured and remain insured under an annual professional indemnity policy, or policies for six years after completion of any RISAS Services, provided that such insurance remains available at commercially reasonable rates.

(ii) maintain at its own cost, professional indemnity insurance for the amount of £1,000,000 (one million pounds) in respect of any one occurrence or series of occurrences arising out of one event to ensure that its activities under the Contract are insured and remain insured under an annual professional indemnity policy or policies.

(d) The Applicant undertakes to obtain and maintain at its own cost, all consents and licences which are necessary for the RSSB to carry out its functions and obligations in accordance with the RISAS Rules and Principles.

(e) The total aggregate liability of the Applicant arising under, or in connection with this Contract, including consequential or indirect losses of any kind resulting from or arising out of or in connection with this Contract.

(f) The provisions of this Condition 7 shall survive the termination of the Contract for any reason.

6. CONFIDENTIALITY

(a) Each party agrees to keep all documents supplied to it by the other party or which are created in connection with the Contract and the performance of the Applicant’s obligations hereunder confidential and shall not disclose, reproduce or transmit to a person or body other than the Applicant or its Key Personnel.

(b) The Applicant may disclose to the Applicant’s Key Personnel and other employees, agents, sub-contractors and sub-suppliers any Confidential Information as may be necessary to perform the Applicant’s obligations under the Contract, provided that the Applicant undertakes to cause such persons and bodies to observe confidentiality with respect to the Confidential Information.

(c) The Applicant hereby grants to RSSB an irrevocable, non-exclusive, royalty-free licence to use the Confidential Information for the purposes of and under the Contract.

(d) RSSB will not be liable for any infringement or alleged infringement by the Applicant of any copyright, design right or other intellectual property right.

7. SECURITY

(a) Each party agrees to keep all documents supplied to it by the other party or which are created in connection with the Contract and the performance of the Applicant’s obligations hereunder confidential and shall not disclose, reproduce or transmit to a person or body other than the Applicant or its Key Personnel.

(b) The Applicant may disclose to the Applicant’s Key Personnel and other employees, agents, sub-contractors and sub-suppliers any Confidential Information as may be necessary to perform the Applicant’s obligations under the Contract, provided that the Applicant undertakes to cause such persons and bodies to observe confidentiality with respect to the Confidential Information.

(c) The Applicant hereby grants to RSSB an irrevocable, non-exclusive, royalty-free licence to use the Confidential Information for the purposes of and under the Contract.

(d) RSSB will not be liable for any infringement or alleged infringement by the Applicant of any copyright, design right or other intellectual property right.

8. SAFETY REQUIREMENTS

(a) The Applicant shall take all measures as may be necessary to comply with the requirements of the Health and Safety Act 1974 and any other acts, orders, regulations and codes of practice (as amended from time to time) relating to health and safety which may apply to it including but not limited to the Commission for Health and Safety which may be applicable whilst providing RISAS Services at a supplier’s site(s) and shall procure that its Key Personnel, other employees, agents, sub-contractors and sub-suppliers comply with such requirements.

(b) The Applicant shall promptly notify RSSB of any health and safety issues or hazards which may arise on connection with RSSB’s performance of the Accreditation Procedure.

9. PAYMENT

RSSB shall from the time to time raise an invoice in respect of costs it has incurred in relation to the Accreditation Procedure. The Applicant agrees that payment will be made within 28 days of the issue of such invoice, failing which interest shall accrue at a rate of 3% above the base rate set by Barclays in the calculation of interest applicable to the aggregate of such costs, or at a rate of interest for the purpose of such costs at the applicable legal rate in force at the time on any such overdue amount.

10. ASSIGNMENT AND SUB-CONTRACTING

The Applicant shall not assign, transfer, sub-contract or in any other manner make over to any third party its rights and obligations under the Contract, without the prior written consent of RSSB.

11. STATUTORY AND OTHER REGULATIONS

The Applicant undertakes in all respects to comply with the law and all applicable rules and regulations in all matters arising in the performance of or in connection with the Contract.

12. SUSPENSION OR TERMINATION

(a) The Contract shall terminate automatically on the completion date (as defined in Condition 2).

(b) Without prejudice to or limitation of any other rights RSSB may have, if the Applicant does not fulfill its obligations related to the Contract, the Applicant shall indemnify RSSB against all properly mitigated costs for which RSSB becomes liable and for which it would otherwise be liable.

13. APPROVAL BODY (RISAB)

RISAS Services (Version BE2 - October 2012)
(ii) the making of an administration order in relation to the Applicant or the appointment of a receiver over, or the taking possession or sale by an encumbrancer of, any of the Applicant’s assets; or

(iii) the Applicant making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally. In such event RSSB may, without prejudice to any other power of termination or to any rights or remedies it may have, terminate the Contract forthwith by notice and the Applicant shall indemnify RSSB against all costs, expenses and damages for which RSSB becomes liable arising from such termination.

c) Without prejudice to RSSB’s other rights and remedies, RSSB may at any time and by notice in writing summarily terminate the Contract or suspend delivery of the RISAB Services by and without compensation to the Applicant if:

(i) the Applicant commits any breach of the Contract and on being given written notice to do so by RSSB fails to remedy such breach (a) within 14 days, or (b) other period as may be agreed by the parties, or in the absence of such agreement (a) shall apply; or

(ii) the Applicant fails to perform its obligations under the Contract with due diligence.

d) Termination of the Contract shall not prejudice or affect any right or remedy which has accrued or shall accrue thereafter to RSSB, and any provision which is expressed to survive the Contract shall remain in full force and effect.

e) On expiry or termination of the Contract:

i) the Accreditation Certificate shall immediately become null and void.

ii) the Applicant shall immediately cease to provide RISAB Services and all rights, authorities and obligations of the parties shall cease, but without prejudice to any accrued rights, obligations, remedies or liabilities of either party, or any rights or obligations which give effect to or are expressly or impliedly intended to come into effect on or to continue after expiry or termination.

iii) the Applicant will immediately notify all persons to whom it has or proposes to provide RISAB Services of Condition 12 e), i) above.

iv) the Applicant will, at its cost, co-operate with RSSB’s representative in the collation and subsequent release into the care custody and control of RSSB, of all documentation and records relating to the provision of RISAB Services and certification of a supplier(s) [produced during the period and validity of this contract].

13. DATA PROTECTION

The Applicant agrees that it shall in relation to personal data processed in connection with this Contract (‘RISAS Data’):

a) process the RISAS Data in accordance with the Data Protection Act 1998 (‘DPA’) and any other applicable data protection legislation as may apply;

b) use all reasonable efforts to assist RSSB to comply with such obligations as may be imposed on RSSB by the DPA in relation to the RISAS Data.

14. DRUGS AND ALCOHOL POLICY

The Applicant agrees to:

a) comply with RSSB’s Drugs and Alcohol Policy (as amended from time to time) (‘the Policy’), a copy of which may be obtained from RSSB and

b) to procure that its Key Personnel, employees, staff and agents comply with the Policy.

15. GOVERNING LAW AND JURISDICTION

The validity, construction and performance of the Contract shall be governed by English Law and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of the Contract shall be subject to the non-exclusive jurisdiction of the High Court of Justice in England to which the parties hereto irrevocably submit

16. SET OFF

Without prejudice to RSSB’s other rights and remedies, if the Applicant is in breach of any of his obligations under this Contract, the Applicant shall pay or allow to RSSB such sum as RSSB’s Representative estimates to be fair and reasonable in respect of any losses, damages, costs or expenses which RSSB has suffered or may become liable for by reason thereof. As and when the amount of any such loss or damage is known, RSSB’s Representative shall issue a statement in relation thereto.

18. RIGHTS OF THIRD PARTIES

A person who is not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This clause does not affect any right or remedy of any person which exists or is available other than pursuant to that Act.