

TERMS & CONDITIONS OF BUSINESS

- (A) "The Assessment Network" shall mean The Assessment Network Limited of Knowledge Centre, Wyboston Lakes, Great North Road, Wyboston, Beds MK44 3BY
- (B) "The Client" shall mean the other party to this Agreement who acknowledges that it/he/she has had the opportunity of reading this Agreement and has agreed to be bound by its terms by signing the Application Form for Accreditation.

RECITAL

- (1) The Assessment Network is engaged to arrange advice and assessments of those businesses wishing to be recognised as meeting the requirements of the Committed To Equality (C2E) Accreditation.
- (2) The Client has requested The Assessment Network to arrange for an Accreditation of the Client to be carried out on the following terms and conditions:-

1. Interpretation

"ACKNOWLEDGEMENT LETTER"	means the letter sent by The Assessment Network to the Client which acknowledges the Clients application and consent to be bound by the Agreement.
"AGREEMENT"	means the Application Form for Accreditation, the Terms and Conditions of Business, the Your Obligations Committed to Equality accreditation
"ASSESSOR"	means either an approved Committed to Equality Advisor/Assessor, appointed by The Assessment Network to carry out the Assessment
"ASSESSMENT"	means the process of establishing whether the Client satisfies the requirements of the Committed to Equality Standard and shall include the Services as detailed in clause 3 hereof
"CONFIRMATION OF FEES LETTER"	means the letter which is produced to the Client which sets out the fees
"FORCE MAJEURE"	means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any strike, lock-out or other industrial action)
"SERVICES FEE"	means the fee as set out in the Confirmation of Fees Letter for the Services to be provided under this Agreement
"SITE(S)"	means the site which the Assessor conducts the Accreditation as confirmed by the Client
"SITE DATE"	means the date the Assessor obtains evidence from the Client against the Standard
"STANDARD"	means the Committed to Equality Standard
"OUTCOME"	shall have the meaning set out in clause 2.2

2. Duration

- 2.1 This Agreement shall commence at the date the Application Form for Accreditation has been signed and dated by the Client and shall cease upon an Outcome being obtained or this Agreement being terminated pursuant to clause 5.

2.2 An Outcome shall be either of the following:

2.2.1 the Assessor judges that the Client does not yet meet, or continue to meet the Committed to Equality Standard
or

2.2.2 the Assessor judges that the Client does meet or continues to meet the Committed to Equality Standard

3. Obligations of The Assessment Network

3.1 The Assessment Network will upon receiving the Client's request for an Assessment:-

3.1.1 Take initial action to organise the Accreditation which shall include (but not be limited to) appointing an Advisor and Assessor from The Assessment Network's register of Advisors and Assessors which will satisfy the requirements of Committed to Equality Limited

3.1.2 appoint the Assessor having regard to the Client's requirements with a view to ensuring that the Client and Assessor are well matched;

3.1.3 Provide support to both the Client and the Advisor and Assessor throughout the Assessment and in particular respond in such a way as The Assessment Network may feel appropriate

3.2 If at any time there is a dispute that arises between the Client and the Advisor or Assessor then The Assessment Network will endeavour to resolve that dispute

3.3 In the event of any delay occurring in the delivery of the Assessment service The Assessment Network will consult the Client and where that delay appears to be unreasonable and in any event, exceeds 72 hours in duration The Assessment Network will use its reasonable endeavours to appoint a new Assessor to complete the Assessment.

3.4 The Assessment Network agrees to treat as secret and confidential and not at any time (except as is expressly authorised by the terms and conditions of this Agreement) to disclose any information relating to the Client that has been passed to The Assessment Network and is expressed to be confidential.

4. Client's Obligations

4.1 To assist the Assessment process in whatever way reasonably required by The Assessment Network to ensure that Assessment can take place and in particular (but without limitation to the foregoing):

- to ensure that The Assessment Network is fully informed of the Client's requirements for the Assessment
- to provide the name and address and daytime telephone number of the person who is responsible for the Committed to Equality programme
- to allow the Assessor ready access during normal working hours to all personnel of the Client at the Site(s)
- to allow the Assessor full access to the Client's written evidence and other documentation on Site collated to support the Client's application for the Committed to Equality award
- to assist in any quality surveys undertaken by The Assessment Network to establish the level of service given by The Assessment Network and by the Advisor or Assessor

4.2 The Client shall advise the Assessor of the rules and regulations which are then in force for the conduct of visitors at the Site(s)

4.3 The Client shall pay the fees of The Assessment Network in respect of the Services seven- days from date of the completion of the assessment or within twelve weeks of the invoice date. For large Assessments The Assessment Network reserves the right to raise interim invoices for its Services at appropriate stages of the Assessment process.

- 4.4 The Client shall not solicit or entice away or attempt to solicit or entice away from The Assessment Network a person who is currently employed by The Assessment Network or employ or otherwise engage a person who is, or during the past 12 months was, employed or otherwise engaged by The Assessment Network.
- 4.5 Pursuant to clause 5.4 and 5.5 below, the Client may be required to pay, at The Assessment Networks discretion, a termination fee in the event that the Client terminates this Agreement after the expiry of 10 business days as set out in clause 5.2 .

5. Termination

- 5.1 Subject to payment of The Assessment Network of the Assessment charges this Agreement shall terminate automatically upon delivery of an Outcome.
- 5.2 The Client may terminate this Agreement without liability to The Assessment Network on giving written notice to The Assessment Network within three business days of the date of the Confirmation of Fees Letter.
- 5.3 If the Client terminates this Agreement in writing after the expiry of three business days as set out in clause 5.2 above, then the Client shall pay The Assessment Network on demand, 100% of the Services Fee plus VAT as set out in the Confirmation of Fees Letter by way of liquidated damages. Both the Client and The Assessment Network acknowledge that this represents a genuine pre-estimate of the loss that The Assessment Network would suffer as a result.
- 5.4 The Assessment Network shall not be required to fulfil its duties and obligations under this Agreement if The Assessment Network is prevented from fulfilling its duties and obligations by any acts or omissions of the Client.
- 5.5 The Assessment Network shall have the right to terminate this Agreement if, having raised an interim invoice for its services, the invoice remains unpaid for 30 days thereafter.
- 5.6 Without prejudice to any other rights of The Assessment Network if the Client fails to pay the invoice price by the due date the Client shall pay interest on any overdue amount from the date on which payment was due to that on which it is made (whether before or after judgement) on a daily basis at a rate of 4 per cent per annum over the base rate from time to time quoted by The National Westminster Bank Limited and reimburse to The Assessment Network all costs and expenses (including legal costs) incurred in the collection of any overdue amount
- 5.9 The exercise of The Assessment Network of any right to terminate this Agreement shall not prejudice its right to receive payment for any work carried out by The Assessment Network prior to that date and such termination.

6. Liability

- 6.1 This clause **6** sets out the entire financial liability **of The Assessment Network** (including any liability for the acts or omissions of its employees, agents, **consultants** and subcontractors) to the **Client** in respect of:
- any breach of this Agreement;
 - any use made by the Client of the Services; and
 - any representation, statement or tortuous act or omission (including negligence) arising under or in connection with this Agreement.
- 6.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 6.3 The Client acknowledges and accepts that where the Services are required to be changed to comply with either health and safety regulations or to satisfy any legal requirements, the Assessment Network shall not be liable for breach of this Agreement.
- 6.4 Where the Assessor is an independent contractor, The Assessment Network shall not be liable for any act or omission of the Assessor save where such liability arises directly as a result of The Assessment Network's own negligence.

6.5 Nothing in this Agreement limits or excludes the liability of The Assessment Network:
-for death or personal injury resulting from negligence; or
-for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by The Assessment Network.

6.6 Subject to clause 6.1 and clause 6.2:

6.6.1 The Assessment Network shall not be liable for:

- loss of profits;
- loss of business;
- depletion of goodwill and/or similar losses;
- loss of contract;
- loss of corruption of data or information; or
- any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;

6.6.2 The Assessment Network's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall be limited to the Services Fee.

6.7 If either party is affected by Force Majeure it shall promptly notify the other party of the nature and extent of the circumstances in question.

6.8 Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, for any delay in performance or the non-performance of any of its obligations under this Agreement, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

7. Governing Law

7.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

7.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

8. Entire Agreement

8.1 This Agreement embodies and sets forth the entire Agreement and understanding of the parties and supersedes all prior oral or written agreements understandings or arrangements relating to the subject matter of this Agreement.

9. Notice

9.1.1 Any notice to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left at or sent by first class post, registered post or facsimile or other electronic media to a party at the address or relevant telecommunication number for such party or such other address as the party may from time to time designate by written notice to the other.

9.1.2 Any notice or other document shall be deemed to have been received by the addressee two working days following the date of despatch of the notice of other document by post or, where the notice or other document is sent by hand or is given by facsimile or other electronic media simultaneously with the delivery or transmission

10. Severance

10.1 If any provision of this **Agreement** (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the

extent required, be deemed not to form part of the **Agreement**, and the validity and enforceability of the other provisions of the **Agreement** shall not be affected.

10.2 If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

11. Assignment

11.1 The Client shall not, without the prior written consent of The Assessment Network, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.

The Assessment Network Ltd