Terms and Conditions of Business

A. "**Assessment Services Ltd**" shall mean Assessment Services Ltd of PO Box 8628, Derby, DE1 9QW.
B. **"The Customer**" shall mean the other party to this Agreement who acknowledges that they have had the opportunity of reading this Agreement and has agreed to be bound by its terms.

Recital

1) Assessment Services Ltd is engaged in business support, development and assessment services for Customers wishing to improve their business.
2) The Customer has requested service/s from Assessment Services Ltd and has asked Assessment Services Ltd upon the following terms to engage an Assessor to deliver the service/s.

1. Interpretation

"SERVICES" means a service/s the Customer has agreed Assessment Services Ltd to provide for example, assessment, guidance, workshops.
"**ASSESSOR**" means either a suitably qualified individual who has been contracted by Assessment Services Ltd to deliver the service/s.

2. Obligations of Assessment Services Ltd

Assessment Services Ltd will provide the following service/s;

2.1.1 Maintain effective communication with the Customer through the nominated contact.
2.1.2 Appoint the Assessor having regard to the Customer's requirements with a view to ensuring that the Customer and Assessor are well matched.
2.1.3 If at any time there is a dispute that arises between the Customer and the Assessor then Assessment Services Ltd will endeavour to resolve that dispute and, failing resolution, will take steps to locate another suitable Assessor as quickly as possible.
2.1.4 To provide support to both the Customer and the Assessor throughout the delivery of the service/s and in particular to respond in such a way as Assessment Services Ltd may feel appropriate to any requests arising out of the service/s plan agreed with the Assessor.
2.1.5 Provide the Customer with information regarding the process e.g., the fees to deliver the service/s.
2.1.6 Act in a professional and courteous manner.
2.1.7 To deploy only suitably qualified and certified Assessors.
2.1.8 The Customer is advised that under no circumstances can an Assessor be appointed for an assessment in circumstances where the particular Assessor has been responsible for advising the Customer. The Customer hereby accepts that if the Customer seeks the help of an Assessor independently or via Assessment Services Ltd, Assessment Services Ltd will not allow that Assessor to undertake an assessment and a new Assessor will be appointed.
2.1.9 In the event of any unforeseen delay occurring in the delivery of service/s (e.g., Assessor ill or delayed) Assessment Services Ltd will consult with the Customer and will use its reasonable endeavours to appoint a new Assessor to deliver the service/s in a prompt and timely manner.
2.1.10 Assessment Services Ltd agrees to maintain as confidential, and not to use or disclose to any third party, any information derived from the Customer in connection with the delivered service/s without the consent of the Customer, except to the extent that it is reasonably necessary to enable the Assessor to carry out the service/s in accordance with the terms of this Agreement. Such obligations shall continue in full force and effect throughout the term of the Agreement. This restriction does not apply to such information which is or shall lawfully become part of the public domain.
2.1.11 Assessment Services Ltd requires payment for service/s in advance of a date being set to carry out the assessment, guidance or workshop.
2.1.12 If the customer cancels the contract, the cancellation policy will come into immediate effect.
2.1.13 Agree with the Customer the cost of the service/s including expenses.
2.1.14 Assessment Services Ltd and its appointed Assessors may use Artificial Intelligence (AI) software to support administrative activities and service delivery. Only secure, paid subscription AI platforms with appropriate data protection and confidentiality safeguards will be authorised for use.

Prior to the visit the Assessor will;

2.2.1 Contact the Customer to scope the work and agree the approach to be followed.
2.2.2 Request any relevant documentation from the Customer.
2.2.3 Prepare and plan for the delivery of the service/s.
2.2.4 Provide guidance to the Customer in advance of the agreed dates, e.g., the selection of people for interview.

During the visit and following the visit the Assessor will;

2.3.1 Where possible minimise the disruption caused to the Customer by the delivery of the service/s.

2.3.2 Deliver the service/s in a professional, unbiased and effective way.

2.3.3 We will ensure that customers receive relevant feedback and are given a clear opportunity to provide feedback on their experience.

2.3.4 Complete a written report as required, which may include the use of secure AI software to support report preparation and drafting. The Assessor remains responsible for the accuracy, findings and professional judgements contained within the report.

3. Customer's Obligations

The Customer agrees to the following requirements;

3.1.1 Comply with reasonable requests for information from Assessment Services Ltd.

3.1.2 Identify a member of staff to be the contact person for Assessment Services Ltd through whom all information can be channelled.

3.1.3 Make payment in full prior to agreeing a date for the assessment to take place.

Prior to the visit;

3.1.4 Provide any documents Assessment Services Ltd and the Assessor may require.

3.1.5 Confirm dates for the delivery of service/s and make every endeavour to ensure that staff are available.

3.1.6 The Customer shall advise the Assessor of the rules and regulations which are then in force for the conduct of visitors at their premises.

3.1.7 Where appropriate provide Assessment Services Ltd with information which identifies Customer changes.

3.1.8 The Customer agrees to undertake the assessment within 24 months of the date of signing this agreement. If the assessment has not been completed within this timeframe, and no formal extension has been agreed in writing by both parties, the Customer shall forfeit any rights to the assessment and no refund of fees will be provided. Assessment Services Ltd reserves the right to cancel the agreement under these circumstances without further obligation.

During the visit;

3.1.8 Provide the Assessor with facilities appropriate for delivering the service/s.

3.1.9 Provide the Assessor with access to both information and areas as appropriate to the service/s being delivered.

3.1.10 Accommodate any reasonable requests to change or extend the service/s plan.

Following the Visit;

3.1.11 Abide by any relevant conditions of accreditation, recognition and/or certification.

3.1.12 Assist in any quality surveys undertaken by Assessment Services Ltd to establish the level of service given either by Assessment Services Ltd or the Assessor.

3.3.13 The Customer shall pay an additional or outstanding charges to Assessment Services Ltd in respect of the service/s by the due date on the invoice. Assessment Services Ltd reserves the right to raise interim invoices for its service/s at each appropriate stage. Any initial accreditation and/or ongoing accreditation/certification will only be released by Assessment Services Ltd on receipt of payment of any outstanding invoices due.

4. Termination

4.1 Assessment Services Ltd shall not be required to fulfil its duties and obligations under this Agreement if Assessment Services Ltd is prevented from fulfilling its duties and obligations by any acts or omissions of the Customer.

4.2 Assessment Services Ltd shall have the right to terminate this Agreement if, payments have not been received in advance of the service being delivered.

4.3 Without prejudice to any other rights of Assessment Services Ltd if the Customer fails to pay any invoice price by the due date the Customer shall pay interest of 2% per month on the outstanding balance including any debt recovery fees incurred.

4.4 Either party may terminate this Agreement immediately by written notice in the event of a breach of its terms by the other party.

4.5 The Customer is hereby advised that Assessment Services Ltd has a Cancellation Policy which can be accessed in full via Assessment Services Ltd.'s website or through contacting Assessment Services Ltd directly.

4.6 Assessment Services Ltd reserves the right to remove or hold any accreditation and/or certification previously applied if payment is not received by the Customer for services provided by Assessment Services Ltd.

4.7 Assessment Services Ltd reserves the right to charge an administration fee for the cancellation of any Customer Bookings that have been cancelled consecutively by the Customer.

5. Liability

5.1 The Customer is specifically advised that where the Assessor is independent of Assessment Services Ltd, Assessment Services Ltd can accept no liability of any kind for the acts or omissions of the Assessor save where such liability arises directly as a result of Assessment Services Ltd.'s own negligence.

5.2 Assessment Services Ltd shall not be liable for any failure in the performance of any of its obligations under this Agreement caused by factors outside of its control.

6. Governing Law

6.1 The validity construction and performance of this Agreement shall be governed by English Law.

7. Entire Agreement

7.1 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.

8. Notice

8.1 Any notice to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by registered post or through electronic media to/from Assessment Services Ltd, the Assessor or the customers authorised contact person.

9. Accreditation

9.1 Assessment Services Ltd provides assessment, accreditation and certification services on behalf of Government and other institutions.

9.2 Accreditation is based on the assessment of Customer organisations and the evidence provided to the Assessors along with evidence gathering visits. The assessor makes a recommendation as a result of the assessment and Assessment Services Ltd provides the accreditation.

9.3 The Customer may appeal the results of the assessments using the appeals process.

9.4 Assessment Services Ltd can withdraw an accreditation at anytime if it becomes evident that the Customer organisation may bring the Standard into disrepute.