



General Terms & Conditions





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1.0 Parties, Dates & Fees

1.0.1 These terms and conditions provide the basis of the agreement to provide services.

1.0.2 Between:

Associate Enterprises Limited, whose Head Office is at 1st Floor, 120 London Road, Benfleet, Essex SS7 5SQ ('The Company')

AND

The Service User.

1.0.3 This agreement covers consultancy, auditing, training and other services provided by Assent in the absence of any other direct agreement.

1.0.4 The costs of the services are in accordance with the accepted proposal.

1.0.5 Our day rates and other fees are reviewed each April and therefore may change on renewal of any agreement.

2.0 Definition of Terms

2.0.1 References to "We", "Us", "Our", "Our Selves", "The Company", and "Assent" refers to the service provider, Associate Enterprises Limited.

2.0.2 References to "You", "Your", "The Customer", "The Client" refers to the party or parties entering in to this agreement with Associate Enterprises Limited.

3.0 Provision of Services

3.0.1 Once the proposal has been accepted by the client, and a Purchase Order (PO) provided if required, Assent will begin scheduling the services as agreed in the accepted proposal.

3.0.2 Services will be provided in a timely manner and according to the agreed schedule as far as practicable.

4.0 Payment Terms

4.0.1 Assent may require the client to complete a credit check prior to services starting.

4.0.2 Client accounts may be subject to credit limits and a deposit may be required.

4.0.3 Settlement of account is requested by invoice within 30 days of the invoice date, unless otherwise agreed. Payment is to be made in full and within this time.

4.0.4 Services spread over monthly payments will be invoiced on a monthly basis and 4.0.3 shall apply.



4.0.5 We reserve the right to apply an interest of 8% above the bank of England base rate on late balances, calculated pro rata daily as per the Late Payments of Commercial Debts Act (1998).

4.0.6 By Policy, debts exceeding 90 days (60 days overdue) are referred to a debt collection agency and the client will become liable for any additional costs incurred. Please note services may be withdrawn if payment is over-due.

5.0 Cancellation of the Agreement

5.0.1 By accepting a proposal you are entering into this agreement.

5.0.2 If you withdraw from this agreement before the agreed term has been completed you will be liable for the costs of the service provided to date. Please note that this may exceed the monthly amount due to the dates consultant visits fall.

5.0.3 Annual and monthly services can be cancelled with one full month of advanced notice unless covered by another agreement.

6.0 Cancellation of Appointments

6.0.1 Where **two** or more consecutive days are booked, including for certification visits, not less than **30 days'** notice of cancellation or rearrangement is required. Shorter notice than this may incur a cancellation fee of 50% of the expected fee.

6.0.2 If you have a **single day appointment** you wish to cancel or rearrange we ask for no less than **two working days'** notice before the appointment is due to take place. Shorter notice than this may incur a cancellation fee of 50% of the expected fee.

6.0.3 Where appointments are cancelled or rescheduled, we may not be able to guarantee the visit schedule being maintained exactly as planned, and this may have consequences for any certification visits.

7.0 Certification Bodies & Other Third Parties

7.0.1 The client understands that Assent is completely independent of the certification body.

7.0.2 The client will enter a separate agreement directly with their chosen certification body.

7.0.3 While the Assent office will often communicate with the certification body on your behalf, it is the client's responsibility to ensure all information and arrangements are correct.

8.0 Confidentiality & Use of your Information

8.0.1 Your intellectual property rights will be respected and treated as per our Data Protection Policy. However we may use your logo under a "Clients" section of our website. We will always try to seek permission from a contact at the company before hand.

8.0.2 While we do not generally store Personal Identifiable Information (PII), we recognised that through auditing and other processes we may acquire such data.

Our "report review" process tries to identify such information and assess if it strictly required for the report. Where it is considered unnecessary, this data is deleted from our records.



8.0.3 We handle your information responsibly and securely. Any “personal data” and/or “sensitive personal data” (as defined in the legislation) are processed in accordance with the Data Protection Act 1998.

8.0.4 We operate an Information Security Management System to manage risks to our information assets including any Cloud based systems or services we use. We implement security controls to reduce the threats to data in the cloud. If you have special or contractual requirements please contact us for more information.

8.0.5 We cannot accept liability for any processing conducted outside our remit. Please refer to our Data Protection Policy for more details. <http://www.assent1.com/about-us/policies/>

8.0.6 We may use anonymous data from your management system for research and reporting purposes. This data could include, but is not limited to, the number, severity and clauses of non-conformances. No identifiable, confidential or proprietary information will be disclosed to any 3rd party.

8.0.7 Any information or content you provide will be used for the purposes defined.

9.0 Relationship

9.0.1 Associate Enterprises Ltd is an independent service provider, and therefore this agreement does not create any employer/employee, partnership, or joint venture with the client.

10.0 Miscellaneous Terms

10.0.1 Transition to new revisions of standards is charged in addition.

10.0.2 Quoted price excludes the costs of the assessment body and any statutory documentation you may require. See 7.0

10.0.3 Any additional supplier audits, attendance at external audits or other work, where not covered by a support option above will be charged at our standard day rates.

10.0.4 Changes to scope i.e. additional locations or processes, will incur additional costs.

10.0.5 Commercial details of the proposal and this agreement are in Confidence and will not be disclosed to another party.

10.0.6 All prices exclude VAT unless otherwise stated.

10.0.7 Travel to other branches charged at 45p per mile unless otherwise agreed.