

BSI Terms for Approved Body Services

1. BSI shall perform the services described and in accordance with this contract (**Contract**).
2. The Contract will commence on the date Client signifies agreement to the Contract (which may be through electronic confirmation or otherwise).
3. BSI shall provide its services in compliance with:
 - a. all applicable legislation and regulations;
 - b. all relevant international standards that govern the provision of accredited certification services;
 - c. any relevant standard, private standard or code of practice expressly governing the services in this Contract,
 - d. BSI Group's Code of Business Ethics which can be found on our website.
4. Appropriately qualified personnel will perform the services and determine the outcome of testing, assessments and reviews. BSI may change such personnel at any time and may carry out audits remotely and/or use technology to capture client information where in BSI's opinion it is reasonable to do so.
5. Client will provide to BSI (throughout the duration of the Contract):
 - a. complete and accurate information (including any and all documents) relevant to the services including any updates;
 - b. immediate notification of any event which may adversely affect the outcome or continued use of any BSI service or which if left unattended may cause BSI to misrepresent compliance with clauses 3.a, 3.b or 3.c above;
 - c. responses to all relevant and reasonable queries of BSI at any time and reasonable assistance including access to premises to permit BSI to investigate third party complaints of Client's use of the services;
 - d. access to its sites and availability of appropriate personnel on dates agreed with BSI and at any other time for BSI's unannounced visits if so required to comply with clauses 3.a, 3.b or 3.c above;
 - e. access to any third party site reasonably required by BSI to comply with clauses 3.a 3.b or 3.c above (and Client undertakes to BSI that it will obtain the third party's consent for BSI to gain such access);
 - f. details of all health and safety rules, security and other requirements for visitors to its sites in advance of any audit by BSI;
 - g. notification of third-party complaints received by Client in respect of Client's product or services relevant to this Contract and steps taken to resolve them;
 - h. for testing services:
 - i. all relevant test items transported at Client's cost and risk in such a way so as to protect them from damage and to notify BSI of the component materials of such test items, their size and weight, and any special precautions that may be required under health and safety, environmental or other law;
6. BSI will not investigate or confirm the truth, accuracy or completeness of any information provided by Client and BSI accepts no liability for any losses, costs or damages suffered or incurred by Client arising out of any incomplete or inaccurate information.
7. For testing services, BSI shall be entitled to suspend testing until it receives satisfactory test items, whereupon the agreed timetable for testing shall recommence. If the testing forms part of multiple services, BSI at its sole and absolute discretion may provide and charge for the remainder of the services separately from and without conducting the testing services.
8. If Client wishes to change the date of an audit, document review service or item testing, it must provide BSI with at least 60 days' written notice of its intention to do so.
9. Client acknowledges that regulatory third-party observers may accompany BSI from time to time during an audit but only if subject to confidentiality obligations to the same level as those BSI owes to Client under this Contract. BSI will provide the identity of such observer prior to any audit. Client will not be charged any additional fees for such observer.
 - i. for services pursuant to which the use of a conformity mark owned or regulated by a third party is to be made, immediate notice of:
 - i. all adverse incidents concerning the affected product or service and any limit or prohibition imposed by any regulator on the use or marketing of such product or service;
 - ii. all vigilance reports relating to the relevant product or device;
 - iii. any proposed changes intended to be made to the quality management system or product-range or product or device to which BSI's services relate;
 - iv. any proposed changes to the approved design of the relevant product or device if such changes could affect conformity with the requirements of use of such conformity mark or conditions prescribed for use of the product or device;
 - v. any proposed changes to the intended use of the product or device;
 - vi. any proposed changes to the approved type of product or device;
 - vii. any proposed changes to any substance incorporated in or utilised for the manufacturing of a product or device, which could affect conformity with the requirements of use of such conformity mark.

10. BSI personnel may abort an audit while on Client's site without BSI being in breach of Contract if they believe there is a risk to safety or Client does not comply with relevant health and safety rules.
11. BSI may refuse to issue any certificate or other document verifying compliance with any law, standard, rule or scheme, or revoke or suspend such issued certificate or other document, if in its reasonable opinion Client does not comply with the requirements of such law, standard, rule or scheme, or fails to comply with any of its obligations under the Contract, or uses BSI's services in such a manner that may be misleading or that may bring BSI into disrepute.
12. BSI will at all times remain the owner of all certificates and reports that it issues pursuant to the services. BSI grants to Client a limited non-exclusive licence to display a certificate issued by BSI (Certificate) for so long as it remains valid, either under the terms of this Contract or on the face of the Certificate.
13. Client may disclose a report issued by BSI pursuant to its services to any third party provided Client complies with this clause 13. The report must not be amended, abridged or presented in any form other than that issued in final form by BSI. Client agrees to indemnify and hold harmless BSI against all costs, losses including reasonable legal fees and proceedings suffered or incurred by BSI arising out of or relating to a third party's reliance on a report disclosed by Client, whether or not disclosed with BSI's prior written consent.
14. The licence in clause 12 includes a non-exclusive licence for Client to display the BSI-owned logo (**BSI Logo**) or third party-owned logo as specified on the relevant Certificate, on or in conjunction with the products or services to which the Certificate relates, in accordance with the terms of this Contract and, in respect of third party logos, any third party terms. Client may not sub-license or transfer the right to display any Certificate issued by BSI, BSI Logo or third party-owned logo to any other party. Client may not amend the content or change the appearance of the Certificate or the BSI logo. The licence in clauses 12 and 14 ends on expiry or termination for any reason of the Contract or relevant Certificate. On expiry or termination, Client shall cease all use of the relevant BSI Logo or third party-owned logo.
15. All intellectual property rights in any BSI Logo remains vested in BSI. All goodwill through Client's use of any BSI Logo shall vest in BSI and to the extent any such rights accrue to Client, Client hereby assigns them to BSI. Client shall only display the BSI Logo in the form approved by BSI, in accordance with any guidelines and instructions provided by BSI from time to time and only in connection with the products and/or services as specified on the relevant Certificate;
16. Client shall not use, or apply for registration of, any trade mark which consists of, or comprises, or is confusingly similar to any BSI Logo or do, or omit to do, or permit to be done, any act that, in BSI's reasonable opinion, may weaken, damage or be detrimental to any BSI Logo or the reputation or goodwill associated with the BSI.
17. Client will take such action as is necessary to prevent distribution of any counterfeit product purporting to be the Client's product and to which any BSI services may relate. Client will notify BSI of such counterfeit product and its proposals to prevent it from being distributed as soon as possible in writing. At its discretion, BSI may make a public statement concerning the counterfeit product. Failure to comply with this clause 17 is material breach of this Contract.
18. To appeal the outcome of a certification service, Client must serve BSI with written notice of appeal within 21 days of receipt of the outcome intended to be appealed. Notice must be addressed to BSI's Compliance and Risk Director.
19. Appeals relating to a certification decision are heard in accordance with BSI's internal appeals procedure. The decision of BSI will remain in force pending the outcome of the appeal, which the Client and BSI each agree shall be final.
20. For all certification services, BSI may disclose or put into the public domain, on a website or by any other means, Client's name, scope of certification, as well as details of the issuance, suspension, revocation or termination of a Certificate.
21. For general testing services not pursuant to a standard or regulation, the testing report will only apply to the actual items tested. Client agrees that such report will not imply or affect the outcome of other tests on a similar item. Such report does not indicate any form of approval, certification, supervision, control or surveillance by BSI.
22. BSI will keep Client information confidential for a period of 6 years from receipt and delete it thereafter and will not use or disclose it except in the following situations (in which case, BSI shall notify Client if legally able to and within a commercially reasonable time):
 - a. for the purpose of exercising or performing its obligations under the Contract; or
 - b. to the extent required by law, any governmental, regulatory or accreditation authority, or court in any jurisdiction; or
 - c. to the extent required to be disclosed if, in the reasonable opinion of BSI, the health or safety of consumers may be at risk.
23. Clause 22 shall not require BSI to delete Client information that it is required to retain by applicable law, or to satisfy the requirements of any regulatory authority or body of competent jurisdiction to which BSI may be subject relevant to the services.
24. Notwithstanding the provisions of clauses 22 and 23, BSI may use Client information in anonymised form. Whether by itself or in aggregate, BSI may analyse such anonymised data or otherwise commercially exploit such data for its business purposes.
25. BSI shall, unless otherwise agreed, invoice the Client at the end of the month for the services performed in that month.

26. Client shall settle all invoices within 30 days of date of issue.
27. Payments may only be made by electronic transfer to the account detailed on the invoice issued by BSI. On making a payment, Client shall provide the relevant invoice number and its customer account number (as stated on the invoice).
28. If Client reasonably believes an invoice includes a sum which is not valid and properly due:
 - a. Client shall notify BSI in writing within 5 days of receipt of the disputed invoice;
 - b. Client's failure to pay the disputed sum shall not be deemed to be a breach of this Contract;
 - c. following resolution of the dispute, which the parties shall negotiate in good faith, to the extent that Client is obliged to pay an amount, then the original payment terms of the disputed invoice shall continue to run as if no dispute had been raised. Failure to settle such invoice in accordance with the payment terms shall permit BSI to charge interest in accordance with clause 31 from the original due date until the date of payment.
29. Client will pay to BSI:
 - a. the fees for the services;
 - b. the current rate for the time BSI is required to spend to investigate any third-party complaint, or any alleged non-compliance with the relevant standard, regulation or scheme;
 - c. the full fee for an audit, document review service or sample testing if changed by Client on less than 60 days' written notice or for an audit aborted by BSI due to the grounds in clause 10 above;
 - d. for testing services, the cost of returning or disposing of the test items in an environmentally friendly manner;
 - e. the Annual Management Fee for every year or part year of the Contract (the Annual Management Fee is non-refundable should the Contract terminate during the course of a year for any reason);
 - f. the Application Fee; and
 - g. an administration fee should Client request amendments to its details on a Certificate.
30. BSI's fees are exclusive of sales, value added tax or other tax.
31. BSI may charge interest on overdue amounts at the rate of 2.5% a year above BSI's bankers' base rate accruing on a daily basis compounded quarterly.
32. BSI may increase its fees annually by no greater than an amount equal to 10% of the fees charged in the year of increase. BSI may increase its fees by a greater amount, but only once it has given Client prior written notice. On receipt of such notice, Client may terminate the Contract by notifying BSI of its intention to do so on 30 days' written notice. If Client provides no notice, Client is deemed to accept the higher increase.
33. On termination of the Contract for any reason (except due to breach of Contract by BSI), all fees outstanding are due and payable immediately; and for testing services, all fees are due and payable if the test items have been received by BSI prior to date of termination.
34. Nothing in this Contract shall limit or exclude the liability of BSI to Client for:
 - a. death or personal injury caused by its negligence; or
 - b. fraud or fraudulent misrepresentation.
35. Subject to clause 34, BSI will not be liable to Client for any loss of profit, loss or damage to goodwill, or any indirect or consequential loss arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, nor, if testing services are being provided, for damage to any item submitted for testing.
36. Subject to clause 34, the total liability of BSI to Client whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract will not exceed an amount equal to the annual fees payable by Client in the year in which the cause of action arose. This limitation of BSI's liability will survive termination of the Contract.
37. Client shall indemnify and hold harmless BSI against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by BSI arising out of or in connection with any claim made against BSI by a third party for death, personal injury or damage to property arising out of or in connection with BSI performing the services on Client or third party premises pursuant to this Contract, to the extent that such may be attributable to the acts or omissions of Client, its employees, agents or subcontractors.
38. The Contract shall terminate automatically if a date for either an initial assessment of Client or sample testing (as the case may be) has not been agreed with BSI prior to the end of one year from the date the Contract was signed by Client.
39. Either party may terminate the Contract at any time by giving the other party not less than 3 calendar months' written notice of its intention to do so.
40. Without prejudice to any rights that have accrued under the Contract, BSI may terminate the Contract with immediate effect by notice:
 - a. if Client breaches any material obligation and such breach remains unremedied after 30 days from the date of notification of such breach by BSI; or
 - b. if a material breach is incapable of remedy; or
 - c. if Client challenges the validity or ownership of any BSI intellectual property rights; or
 - d. should BSI have reasonable grounds for believing that Client does not comply with the requirements of any law, standard or scheme applicable to its services; or
 - e. if, in the reasonable opinion of BSI, Client acts in such a manner that may bring BSI into disrepute.
41. Without prejudice to any rights that have accrued under the Contract, either party may terminate the Contract immediately if the other party is unable to pay its debts as they fall due, or has appointed a receiver,

administrator or manager over its assets, or goes into liquidation (except for the purpose of solvent reconstruction or amalgamation), or enters into a voluntary arrangement with its creditors, or ceases or threatens to cease its business.

42. For testing if BSI becomes aware that the time for completing such services will exceed that in the Contract, BSI will stop all tests and inform Client of the associated increase in fees. Client may terminate the services if it does not wish to proceed by providing written notice to BSI and will remain liable for the full test fee for the testing already commenced.
43. For the use of any conformity mark owned or regulated by a third-party, not being a BSI-owned mark:
 - a. Client undertakes, warrants and represents that, when displaying the relevant third-party conformity mark, Client's declaration of conformity of the relevant product will be accurate in all respects.
 - b. Client agrees to indemnify and hold harmless BSI and its group companies against any costs or losses that BSI or its group company may suffer or incur through, arising out of or in connection with, any claims, demands, suits, proceedings, actions, losses, judgments, damages, costs (including all reasonable legal fees), expenses, fines or penalties or actions made against BSI or its group company by any third party in relation to: (i) Client's failure to comply with any regulation or law specifically governing such conformity mark; (ii) Client's use or display of such conformity mark in relation to the relevant product; (iii) any change made to the product tested, which has not been re-tested by BSI; (iv) the product not being or alleged not to be fit for purpose, whether such allegations are subsequently supported in fact or not. This indemnity shall remain binding after the termination of the Contract.
 - c. On expiry or termination of a relevant Certificate for any reason which has not been replaced, Client will immediately cease the use and display of such conformity mark on the relevant product, whether sold or not.
44. A party will not be in breach of the Contract if it is not reasonably possible to perform an obligation due to circumstances beyond that party's reasonable control. If the period of non-performance continues for sixteen weeks, the party unaffected may terminate the Contract by giving 14 days' advance written notice to the other party.
45. Nothing in this Contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other.
46. The Contract is personal to Client. Client may not assign, transfer or deal in any manner with its rights and obligations under the Contract. BSI may assign its rights under the Contract to a BSI group company.
47. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, warranties, arrangements and understandings, whether written or oral, relating to its subject matter. Each party acknowledges that, in entering the Contract, it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding that is not set out in the Contract.
48. If there is an inconsistency between any of the provisions of the Contract and any master services agreement, purchase proposal, Client's standard conditions of purchase or any other document stated to be relating to BSI's services or the Contract, the provisions of the Contract shall prevail.
49. A person who is not a party to the Contract shall not have any rights under or in connection with it.
50. A failure to or delay in enforcing a right or remedy under this Contract does not constitute a waiver of that right or remedy.
51. If this Contract has been translated into a language other than English, the English version will prevail to the extent of any inconsistency with the translation.
52. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the remainder of the Contract shall not be affected.
53. Any notices to a party in connection with the Contract must be in writing and sent by email or delivered to the party's address set out in the Contract.
54. The law of England governs the Contract and the English courts have non-exclusive jurisdiction to settle any disputes or claims arising out of it.