

## CORE TERMS

### 1. Interpretation

- 1.1. Clause, schedule and paragraph headings are for convenience only and shall not affect the interpretation or construction of the Contract.
- 1.2. Words expressed in the singular shall include the plural and vice versa. Words referring to a particular gender include every gender. References to a person include an individual, company, body corporate, unincorporated association, firm, partnership or other legal entity.
- 1.3. The words 'other' 'including' and 'in particular' shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- 1.4. References to any statute or statutory provision shall include (a) any subordinate legislation made under it (b) any provision which it has modified or re-enacted (whether with or without modification) and (c) any provision which subsequently supersedes it or re-enacts it (whether with or without modification) whether made before or after the date of the Contract.
- 1.5. All references to clauses, schedules and paragraphs are to the clauses, schedules and paragraphs in the Contract unless otherwise stated.

### 2. Contract

- 2.1. The Contract consists of:
  - 2.1.1. the Schedule;
  - 2.1.2. the Special Conditions;
  - 2.1.3. these Core Terms;
  - 2.1.4. the Proposal;
  - 2.1.5. any scheme documentation identified in the Proposal and as may be updated from time to time; and
  - 2.1.6. XP107E (BRE's Complaints and Appeals Procedure) as updated from time to time.
- 2.2. In the event of conflict between any of the provisions contained in any of the documents comprising the Contract the conflict will be resolved in the order in which the documents appear in Clause 2.1 above.
- 2.3. The Contract embodies and sets forth the entire agreement and understanding of the Parties and supersedes any prior oral or written agreements, understandings or arrangements relating to the subject matter of the Contract.
- 2.4. Neither Party shall be entitled to rely on any warranty, statement, promise or representation

by the other Party, which is not expressly stated in the Contract.

- 2.5. Each Party agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably waives any right it may have to any claim, rights or remedies including any right to rescind the Contract which it might otherwise have had in relation to them.

### 3. Services

BRE will supply the Services and provide the Deliverables using all reasonable care, skill and diligence as set out in the Proposal.

### 4. Term

Unless otherwise stated in the Proposal, the Contract shall commence on the date of the last signature to it, and shall automatically terminate upon completion of the Services, unless terminated earlier in accordance with Clause 14, or where Schedule B paragraphs 3.2 and 5.2 apply to the Contract.

### 5. Fees and payment terms

- 5.1. The Customer shall pay the Fee to BRE.
- 5.2. The Fee is exclusive of value added tax.
- 5.3. All sums payable to BRE shall be paid by the Customer (together with any applicable value added tax and or withholding and or local tax and without set off or deduction) within 30 days of the date of BRE's invoice.
- 5.4. If payment of a sum is not received by BRE within 30 days from date of that invoice, BRE may:
  - 5.4.1. exercise its statutory right to claim interest and compensation for debt recovery under the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debt Regulations 2002 as amended from time to time; and/or
  - 5.4.2. cease all further work and withhold the supply of the Services and or provision of any Deliverables, until payment is received by BRE.

### 6. Intellectual Property

- 6.1. Subject to this Clause 6, all Background IPR is, and shall remain, the exclusive property of the Party owning it, or where applicable, the third party from which its right to use the Background IPR is derived.
- 6.2. The Customer grants to BRE a royalty free, non-exclusive, non-transferrable, world-wide licence to use its Background IPR regarding the supply of the Services and the provision of the Deliverables.

- 6.3. BRE shall own all Foreground IPR in the Results and all materials embodying such rights fully permitted by law.
- 6.4. BRE grants to the Customer, and subject to Clause 7, a royalty-free, revocable, global, perpetual licence to use the Deliverables to have the full benefit of the Services.
- 6.5. The Customer undertakes to BRE:
- 6.5.1. to do all acts necessary to confirm that absolute title in all Foreground IPR in the Deliverables and Results has passed, or will pass, to BRE;
- 6.5.2. not to register nor attempt to register any of the Foreground IPR in the Deliverables or Results, unless expressly requested in writing to do so by BRE; and
- 6.5.3. not to give permission to any third party to use any of the Deliverables or Results, nor any of the Foreground IPR in the same.
- 6.6. BRE warrants, that insofar as it is aware, that the receipt and the use of the Deliverables by the Customer shall not infringe the rights of any third party.
- 7. Permitted Use**
- 7.1. Where the Customer wishes to Publish the Deliverables (whether in soft and or in hard copy), the Customer must Publish the Deliverables in their full and unedited state and must not do anything to mislead industry, consumers or any third party, or in a way that suggests or infers endorsement, approval or certification by BRE where no such endorsement, approval or certification exists.
- 7.2. The Customer must immediately notify BRE if it becomes aware of the unauthorised use of the whole or any part of any of the Services and/or of the Deliverables by any third party.
- 7.3. Save for Clause 7.1 above, the Customer warrants that it shall not use, without express written permission, any of BREs and or of BRE's Affiliates trademarks, logos or tradenames (whether registered or unregistered) including on any promotional or marketing material.
- 7.4. Where permission is granted in accordance with Clause 7.3, the Customer warrants that it shall not use the BRE Marks and any other of BRE's and or of BRE's Affiliates trademarks, logos or tradenames (whether registered or unregistered) in any way as to mislead industry, consumers or any third party or in a way that suggests or infers endorsement, approval, verification or certification by BRE where no such endorsement, approval, verification or certification exists.
- 8. Confidentiality**
- 8.1. Each Party undertakes that it shall not during the term of the Contract, and:
- 8.1.1. for an indefinite period where either Schedule A or Schedule B applies to the Contract; or
- 8.1.2. for a period of five years after termination of the Contract where Schedules C or D apply to the Contract,
- disclose to any person any Confidential Information of the other Party, except as permitted by Clause 8.2.
- 8.2. Each Party may disclose the other Party's Confidential Information:
- 8.2.1. to its employees, officers, Representatives or professional advisers who need to know such information for the purposes of carrying out the Party's obligations under the Contract. Each Party shall ensure that its employees, officers, Representatives or professional advisers to whom it discloses the other Party's confidential information comply with this Clause 8.2;
- 8.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority;
- 8.2.3. as may be required to be disclosed by BRE to enable it to achieve or maintain approval and or accreditation;
- 8.2.4. where it is necessary for the supply of the Services and the provision of the Deliverables;
- 8.2.5. where it had already been in the possession of the Party prior to its disclosure by the other Party or which subsequently comes into its possession free from any obligation of confidentiality;
- 8.2.6. has been independently developed by the other Party;
- 8.2.7. where approval for release is provided in writing by the other Party; and or
- 8.2.8. where the information is or shall lawfully become part of the public domain.
- 8.3. Neither Party will use the other Party's logos, trademarks or tradenames in any press release or product advertising, or for any other promotional purpose, without obtaining the other Party's prior written consent.
- Laboratory
- 8.4. Where the Customer's Representatives attend in, at, or near a Laboratory, regarding all or any part of the supply of the Services and or provision of the Deliverables, the Customer's Representatives:
- 8.4.1. Will at all times be accompanied by BRE's Representatives, and must comply with any instructions provided by BRE's Representatives, failing which the Customer's Representatives will be escorted out of and/or away from a Laboratory;
- 8.4.2. May be asked to leave mobile phones, cameras, laptops and other electronic and/or digital

recording devices, equipment and media capable of recording any text, data, software, executable code, images, audio or video material in any medium or form, outside of the Laboratory; and,

8.4.3. May be asked to sign separate confidentiality agreements with BRE prior to entering the Laboratory.

## 9. Health and Safety

9.1. Both Parties shall perform their respective obligations under this Contract in accordance with:

9.1.1. all applicable Law, practices and codes regarding health and safety in the jurisdiction where the Services are being supplied; and

9.1.2. any Health and Safety Policy.

9.2. Where BRE's Representatives are required to access any property of the Customer for the purposes of supplying the Services, the Customer shall provide unhindered access together with all relevant working facilities required by BRE and BRE's Representatives, and shall provide safe access and a safe working environment which complies with all applicable environmental, health and safety laws.

9.3. Each Party shall notify the other Party as soon as practicable, of any health and safety incidents or material health and safety hazards at the Customer's Premises of which it becomes aware, and which relate to, or arise in connection with, the performance of the Contract. BRE shall instruct BRE's Representatives to adopt any necessary associated safety measures to manage any such material health and safety hazards.

9.4. The Customer shall provide to BRE copies of all relevant documents, information and data concerning any defects, dangers or hazards that will be relevant to BRE's supply of the Services.

9.5. The Customer shall hold such public liability and other insurance as BRE may reasonably require for the protection of BRE's Representatives.

9.6. The use and or loaning by the Customer of any work equipment owned by BRE (and or its Affiliates) may be hired by BRE at its absolute discretion, to the Customer, subject to BRE providing prior express written consent and any Special Conditions.

## 10. Collection

10.1. If the Customer fails to collect:

10.1.1. any Materials, or samples thereof; and/or

10.1.2. Customer Information,

10.2. within ninety (90) days of BRE's written request, BRE may without prejudice to any other right or remedy available to BRE:

(a) use its own Representatives to remove the Materials, or samples thereof, Customer Information; and/or

(b) store the Materials, or samples thereof, Customer Information; and/or

(c) dispose of the Materials, or samples thereof, Customer Information,

and charge the Customer for all costs incurred by BRE.

## 11. Modern Slavery and Anti-corruption and Bribery

11.1. Both Parties shall:

11.1.1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including the Modern Slavery Act 2015; and

11.1.2. not engage in any activity, practice or conduct that would constitute an offence under the Modern Slavery Act 2015 if carried out in the United Kingdom.

11.2. Both Parties shall:

11.2.1. comply with all applicable anti-bribery and anti-corruption laws, statutes, regulations and codes from time to time in force, including the Bribery Act 2010; and

11.2.2. not engage in any activity, practice or conduct that would constitute an offence under the Bribery Act 2010 if carried out in the United Kingdom.

## 12. Data Protection

12.1. The definitions and interpretations in the DP Legislation apply to this clause.

12.2. This clause 12 applies to personal data provided to BRE by the Customer or on the Customer's behalf in connection with the supply of the Services ("Personal Data").

12.3. The Customer warrants and represents that it has any necessary consent, provided any necessary notice and done all other things required under the DP Legislation to disclose Personal Data to BRE in connection with the supply of the Services. BRE shall act as a Data Controller and supply the Services in accordance with the DP Legislation.

12.4. BRE will take appropriate technical and organisational steps to protect against unauthorised or unlawful processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data.

12.5. BRE shall process the Personal Data as reasonably required:

12.5.1. to supply the Services;

- 12.5.2. for BRE's reasonable business purposes including offering the Customer related BRE products or services from BRE and/or its Affiliates, and in support of its business and quality control processes; and
- 12.5.3. to meet BRE's legal and regulatory obligations.
- 12.6. BRE may share Personal Data with BRE's Affiliates or other parties who facilitate or support BRE's business. BRE shall only make such a disclosure where it is required in connection with BRE's legitimate business interests and in compliance with applicable DP Legislation.
- 12.7. BRE shall notify the Customer promptly:
- 12.7.1. upon receiving a request for Personal Data or other request from a data subject, or if BRE receives any claim, complaint or allegation relating to the processing of the Personal Data; and/or
- 12.7.2. upon becoming aware of any breach of security leading to the destruction, loss or unlawful disclosure of the Personal Data in BRE's possession or control.
- 12.8. Upon request, each Party shall provide the other with information relating to its processing of Personal Data as reasonably required for the other to satisfy its obligations under DP Legislation.
- 13. Limitation of Liability**
- 13.1. BRE shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from:
- 13.1.1. any Materials (or samples thereof) or Customer Information supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Customer; and/or
- 13.1.2. where BRE performs invasive surveys or collects samples of the Materials, when supplying the Services.
- 13.2. BRE shall not be liable to the Customer due to any representation, or any implied warranty, statement, promise, condition or other term not expressly set out in the Contract.
- 13.3. BRE shall not be liable to the Customer for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of BRE, its Affiliates or servants or agents or otherwise) which arise out of or in connection with the supply of the Services including the provision of the Deliverables and or their use by the Customer.
- 13.4. BRE shall not be liable for any loss or damage to the Customer's Materials or Information, howsoever caused.
- 13.5. The Customer will look only to BRE (and not to any individual engaged by BRE, its employees or directors) for redress if the Customer considers that there has been any breach of the Contract or any other cause of action in relation to the Services and Deliverable. The Customer agrees not to pursue any claims in contract, tort (including negligence) or for breach of statutory duty against any individuals working for and on behalf of BRE in carrying out its obligation under the Contract at any time, whether named expressly in the Contract or not. This Clause may be enforced by any individual engaged by BRE and by its employees, officers or other Representatives.
- 13.6. Nothing in this Contract shall limit or exclude either Party's liability to the other Party for:
- 13.6.1. death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
- 13.6.2. fraud or fraudulent misrepresentation; and or,
- 13.6.3. any other liability which cannot be limited or excluded by law.
- 13.7. BRE shall use reasonable endeavours to meet the timescales set out in the Contract but shall not be liable for any losses arising from any delay. Time is not of the essence.
- 13.8. Save for Clause 13.6, BRE's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Contract is the Fee.
- 13.9. The Customer agrees to indemnify BRE against any losses suffered by or claims made against BRE as a result of any breach of clauses 6 (intellectual property), 7 (permitted use), 8 (confidentiality), 9 (safety), 11 (modern slavery, anti-corruption and bribery) and 12 (data protection) by the Customer.
- 14. Termination**
- 14.1. Either Party may terminate this Contract for convenience by giving 30 days written notice to the other Party.
- 14.2. BRE shall not be required to fulfil its duties and obligations under the Contract if at any time BRE is prevented from fulfilling its duties and obligations by any acts or omissions of the Customer or the Customer's Representatives provided always that BRE must give written notice to the Customer of any such act or omission of the Customer within 72 hours of the occurrence of such act or omission
- 14.3. Either Party may terminate the Contract immediately by notice in writing to the other Party if the other Party:
- 14.3.1. commits a breach of the Contract which in the case of a breach capable of remedy shall not have been remedied within 14 days of the receipt

by the other Party of a notice from the innocent Party identifying the breach and requiring its remedy; and or,

14.3.2. is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the relevant Party under this Contract) or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of the Party giving notice means that the other Party may be unable to pay its debts.

14.4. Once the Contract has been accepted, the Customer will be liable for all costs reasonably incurred and committed by BRE until the date of termination.

14.5. Termination of the Contract for whatever reason shall not affect the accrued rights of the Parties arising in any way out of the Contract as at the date of termination and the following Clauses shall survive expiration or early termination of the Contract: Clause 6 (IPR), Clause 7 (Permitted Use), Clause 8 (Confidentiality), Clause 12 (Data Protection), Clause 13 (Limitation of Liability), Clause 23 (Governing Law and Jurisdiction) and paragraph 2.4, Schedule B (should Schedule B apply to the Contract).

#### **15. Third Party Rights**

Save as expressly provided in the Contract, no term shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party (being any person other than the Parties).

#### **16. Severability**

16.1. If any provision or part provision of the Contract is held to be invalid, illegal or unenforceable such provision or part provision shall be deemed to be severed from the Contract and the remaining provisions shall remain in force and effect.

16.2. If any provision or part-provision of the Contract is deemed deleted under Clause 16.1 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

#### **17. Counterparts**

17.1. This Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

17.2. Transmission of an executed counterpart of this Contract (but for the avoidance of doubt not just a signature page) shall be sent via email (in PDF,

JPEG or other agreed format) to the BRE Representative who prepared the Proposal (as detailed within it) and delivery shall take effect upon such email being received and confirmed by BRE.

17.3. No counterpart shall be effective until each Party has each executed and delivered a counterpart to the other Party.

#### **18. Waiver**

No failure or delay on the part of either Party hereto to exercise any right or remedy under the Contract shall be construed as or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy, as the case may be. The rights and remedies provided in the Contract are cumulative and are not exclusive of any rights or remedies provided by law.

#### **19. Assignment and variation**

19.1. This Contract is personal to the Customer who may not without the prior written consent of BRE assign, transfer, sub-contract or in any other manner make over to any third party the benefit of this Contract.

19.2. BRE may, at any time, assign (absolutely or by way of security and in whole or in part) transfer mortgage, charge or deal in any other manner with the benefit of any or all any other Party's obligations or any benefit arising under this Contract.

19.3. No variation to the Contract shall be valid unless in writing and signed by both Parties.

#### **20. Force Majeure**

Neither Party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

#### **21. Notices**

21.1. A notice under this Contract shall be served in writing and may be delivered personally or by sending it by pre-paid first-class post to the intended recipient's registered company address.

21.2. Notices may not be delivered by facsimile or email.

21.3. A notice delivered personally shall be deemed to have been served on delivery. A notice sent by post shall be deemed to have been served at an address within the United Kingdom at the expiry of 48 hours from the date of posting and at an address outside the United Kingdom at the expiry of 72 hours from the date of posting.

21.4. This Clause shall not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

## 22. Disputes

If any dispute, controversy or claim including without limitation, any dispute as to the validity, construction, enforceability or breach arises, the Parties shall follow BRE's complaints and appeal procedure (as set out in XP107E) and as amended from time to time.

## 23. Governing Law and Jurisdiction

23.1. This Contract shall be governed by and construed in accordance with the law of England and Wales.

23.2. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

## 24. Definitions:

**Affiliate(s)** means a group corporate body including any subsidiary, holding company, parent or ultimate parent company of a party as of the date of the Contract.

**Background IPR:** means any Intellectual Property Rights (including Confidential Information) other than Foreground Intellectual Property which is used in the course of or in connection with the Contract.

**BRE:** means the BRE entity named in the Proposal and the Schedule.

**BRE Marks:** means the following names and logos: "BRE", "BRE Global", "BREEAM", "LPCB", "BRE Testing", "SABRE", "Building Research Establishment", "BRE Databook", "BRE Templater", "HQM", "Home Quality Mark" "Redbook", "Greenbook", "BRE Global Listings", "BRE Global Certification", and any other trademark or service mark (whether registered or unregistered) which is owned by BRE from time to time.

**Core Terms:** means these terms.

**Confidential Information:** means each Party's and their respective Affiliate's confidential information including though not limited to the business, affairs, customers, clients or suppliers of each Party (together with confidential information in Background IPR), disclosed by or on behalf of that Party to the other Party pursuant to the terms of the Contract, and any Results in which that Party owns the Intellectual Property;

**Contract:** has the meaning given to it in Clause 2.

**Customer:** means the Party named in the Proposal.

**Customer Information:** means all documents, drawings, data and other information that relates to the Materials which is the subject of the Services described in the Contract.

**Customer's Premises:** means premises owned, controlled or occupied by the Customer or its Affiliates which are made available for use by BRE or BRE's Representatives for the supply of the Services on the terms set out in the Contract.

**Deliverables:** means the output of the Services usually in the form of a report to be provided by BRE to the Customer as a result of the Services and as more particularly specified in the Proposal.

**DP Legislation:** means the General Data Protection Regulation (EU 2016/679), Data Protection Act 2018, and any legislation which amends, re-enacts or replaces it in England and Wales.

**Fee:** means the sum paid by the Customer to BRE for the supply of the Services and the provision of the Deliverables.

**Foreground IPR:** means any Intellectual Property Rights arising and/or created and/or developed during the supply of the Services.

**Health and Safety Policy:** the health and safety policy of the Customer as provided to BRE on or before the commencement date as set out in Clause 4 and as notified to BRE from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law, practices and codes regarding health and safety.

**Intellectual Property Rights or IPR:** means patents, utility models, rights to Inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use and protect the confidentiality of Information (including know-how and trade secrets), semiconductor topography rights, image rights, rights of personality and other similar rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Invention:** means any invention, idea, discovery, development, improvement or innovation made in connection with the supply of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

**Law:** any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives

or requirements of any regulatory body with which BRE is bound to comply.

**Laboratory:** means any experimental facility which is operated by BRE.

**Materials:** means the Customer product, system, (and where the context allows) process, service or personnel, which is the subject of the Services described in the Contract.

**Party (Parties):** means either BRE and/or the Customer.

**Proposal:** shall mean the offer in the form of a proposal or quotation letter which sets out the Services BRE is to deliver for the Customer together with any Special Conditions which may apply as agreed between the Parties.

**Publish:** shall mean the publication of an abstract, clause or paper in a journal or an electronic repository, or its presentation at a conference or seminar, or other announcement or like communication

**Results:** means all results which arise from or relate to the supply of the Services including the provision of the Deliverables and or the Works and or any Invention.

**Representative(s):** shall mean any employee, officer, consultant or other professional adviser of a Party.

**Schedule:** means the schedule attached to these Core Terms.

**Services:** means the services to be supplied by BRE as set out in the Proposal and these Core Terms and referred to in more detail in the applicable Schedule to the Contract.

**Special Conditions:** means any additional terms and conditions which the Parties agree in writing shall apply to the Contract.

**Term:** has the meaning given to it in Clause 4.

**Works:** means the report and any and all records, reports, documents, papers, drawings, transparencies, photos, graphics, logos, typographical arrangements, software programmes, Inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, whether or not protected or capable of protection as Intellectual Property Rights, and prepared by BRE and or its Affiliates in connection with the supply of the Services.

**SCHEDULE B: BRE GLOBAL LIMITED**  
**FOR: CERTIFICATION, VERIFICATION, LISTING, CONFORMITY ASSESSMENT, CE MARKING**

**1. Supply of the Services**

BRE will, on payment of the Fee, supply the Services and provide the Deliverables to the Customer as set out in the Proposal.

**2. The Customer's Responsibilities**

Pre-Certification or Verification

*Materials*

2.1. The Customer shall, and at its own expense, and in a timely manner prior to BRE beginning the Services:

2.1.1. provide the Materials;

2.1.2. provide the Customer Information, and where necessary procure that it is translated into English;

2.1.3. ensure the accuracy of all the Customer Information supplied to BRE;

2.1.4. retain copies of, and or insure against any loss or damage to all Customer Information supplied to BRE (as BRE shall have no liability for any such loss or damage to the Customer Information, however caused, including due to negligence).

Once Certificated or Verified

*Performance and procedures*

2.2. The Customer shall:

2.2.1. continue to provide the Materials as Certificated or Verified by BRE and make no changes which may affect the quality or performance of the Certificated or Verified Materials unless notice of the proposed change has been given and written authorisation obtained from BRE;

2.2.2. inform BRE immediately and take all steps that BRE shall reasonably require, to rectify any shortfall, as soon as reasonably practicable, where the Customer becomes aware of any shortfall in the performance of its Materials, howsoever caused;

2.2.3. allow BRE to carry out periodic Conformity Assessments in support of Certification (including providing access to facilities identified on any BRE Certificate or to any service or installation locations identified by the Customer);

2.2.4. ensure that any Conformity Specialist is accompanied at all times by a Customer Representative who shall operate any necessary equipment machinery or computer terminals;

2.2.5. maintain a record of complaints, failures and remedial actions taken in relation to its Certificated or Verified product or system or process or service or personnel;

2.2.6. provide BRE with samples, on demand, for the purpose of BRE selecting samples for Conformity Testing of Certificated Materials which are representative of current production, as part of ongoing Certification;

2.2.7. not to "pass off" similar products or systems or processes or services or personnel that have not been Certified as Certified or Verified as Verified;

2.2.8. Notify BRE in writing of any changes to its contact details or legal entity;

2.2.9. only use any BRE Marks, or claim Certification or Verification which:

(a) relates to the Materials which are either Verified or Certificated; and

(b) as permitted by PN103 and or PN242; or

(c) as permitted by document PN321;

2.2.10. immediately cease using and removing any BRE Marks, or any claim of Certification or Verification relating to the specific product, system, process, service or personnel that ceases to be Certified or Verified;

2.3. For the avoidance of doubt, Conformity Assessments do not apply to product or system or process or service or personnel subject to Verification.

2.4. The obligations in paragraph 2.2.2 shall continue to apply to the Customer, where those products, systems, or processes remain in use post Certification or Verification by BRE.

2.5. Clause 6.5.3 of the Core Terms shall not apply to the Contract when a party connected to the Customer is seeking the Materials to be "cross listed".

**3. BRE's Responsibilities**

3.1. BRE reserves the right to Type Test or Conformity Test, either the whole or part of the Materials, as it deems necessary.

3.2. BRE reserves the right to either suspend or withdraw Certification or Verification and shall notify the Customer in writing of the same.

3.3. A Customer's Materials shall only be Certificated or Verified by BRE when the Customer has demonstrated compliance with all requirements of the relevant Standard or Scheme.

3.4. BRE shall Publish and maintain up-to-date Lists of Materials that have been Certified or Verified.

3.5. BRE may at any time, and in its sole judgement, make changes to the Scheme(s) which are:



- 3.5.1. necessary to comply with any applicable safety or other statutory requirements; or
- 3.5.2. which are necessary to meet the requirements of the relevant Accreditation Authority,

in which event the Customer shall comply with such changes as soon as reasonably practicable after notification of such changes in writing by BRE.

#### 4. Additional Warranties and Limitations of Liability

- 4.1. BRE shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any Customer Information which is incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Customer.
- 4.2. BRE shall use reasonable endeavours to meet the timescales set out in the Contract, but in any event, shall not be liable to the Customer for any losses arising from any delay.
- 4.3. Where BRE has Certificated or Verified the Materials, it does not mean that BRE:
- 4.3.1. grants any express or implied warranty of any kind;
- 4.3.2. endorses the Materials in any way; or
- assumes any responsibility for defects, failure in service or infringement of any patents, trademarks or brands, in relation to the Materials which have been Certificated or Verified.
- 4.4. The Customer agrees to indemnify BRE against any losses suffered by, or claims made against BRE, as a result of any breach by the Customer of the Contract including, but not limited to, misrepresentation by the Customer of the Services and misuse of the BRE Marks.

#### 5. Suspension and Termination of Certification

- 5.1. At the date of suspension or termination of Certification, for whatever reason, any Certification granted to that date shall immediately cease to be valid.
- 5.2. BRE may immediately suspend any Certification granted or terminate the Contract due to unsatisfactory performance, unsatisfactory results in meeting requirements of re-examination, unsatisfactory quality system or non-conformance with any part of the Contract.
- 5.3. A BRE Certificate remains the property of BRE. In accordance with this paragraph 5, BRE will request the return of a BRE Certificate.

#### 6. CE Marking

A Customer's Materials which only meet the requirements of a European Directive for

CE/Pi/Wheel marking must not use the BRE Marks, in particular those attributable to LPCB.

#### 7. Definitions

- 7.1. The following additional definitions apply to this Schedule:

**Accreditation Authority** means in the United Kingdom, the United Kingdom Accreditation Service (UKAS) which is recognised by HM Government as the sole UK national accreditation body that assesses against internationally agreed standards, the competence of organisations – including BRE - that provide certification, testing, inspection and calibration services.

**BRE:** means BRE Global Limited (registered in England, Company No. 08961297), whose registered office is at Bucknalls Lane, Garston, Watford, England WD25 9XX.

**BRE Certificate:** means the independent written assurance issued by BRE following the successful completion of Certification.

**CE Marking:** has the meaning given to it by the European Commission and found at: [https://ec.europa.eu/growth/single-market/ce-marking\\_en](https://ec.europa.eu/growth/single-market/ce-marking_en).

**Certification:** is the process of third party assurance provided by BRE that the Materials have met, and continues to meet, a given Standard or Scheme.

**Certificated:** means the Materials have completed Certification.

**Conformity Assessment:** means the quality management auditing services undertaken by a Conformity Specialist, to ensure that the Materials meet or continue to meet the requirements of the Standard or Scheme.

**Conformity Specialist:** means the BRE employee who performs the Conformity Assessment.

**Conformity Test(ing):** means testing by BRE of a sample of the Certificated Materials to confirm that they continue to satisfy the defined Scheme or Standard required by Certification.

**List(ing):** means, where the context allows, either (a) the publications, including on GreenBook Live and RedBook Live, which contain a list of BRE's customers together with their Certificated or Verified Materials; or (b) the process of adding the Customer's name together with its Certificated or Verified Materials to those publications.

**Notified Body:** means the organisation (and in connection with the Contract BRE) that is designated by an EU member state to assess the conformity of certain products, systems, processes or services before being placed on the market in the EU. These designated bodies carry out tasks relating to conformity assessment procedures set out in the applicable EU directive,

when a third party is required to do so. The European Commission publishes a list of such designated bodies.

**Scheme(s):** means the published technical documents, including a Standard or Verification Protocol, which describes the means of achieving Certification or Verification.

**Services:** means the Certification, Verification, Conformity Assessment, or CE Marking services supplied by BRE to the Customer for the Fee and as set out in the Proposal.

**Standard:** means an agreed way of defining methods of assessing the conformity of a product, system, process or personnel in delivering a service or supplying a product. These include though are not limited to BS, EN, ISO or Loss Prevention Standard (LPS) standards.

**Type Test(ing):** means testing (carried out in connection with the Contract by BRE) to determine the conformity of the representative type of the Materials, against an agreed methodology.

**Verification:** means the reviewing by BRE of evidence provided by the Customer relating to the Customer's product or system or process or service or personnel to provide third party confirmation that it meets the relevant Verification Protocol.

**Verified:** means that a Customer's product or system or process or service or personnel has completed the requirements of Verification and is provided by BRE with a written statement of confirmation and added to the List.

**Verification Protocol:** means a document containing details of a technology and its application; performance claim(s); performance and operational parameters; test and evaluation methods and quality procedures that are used together to confirm that a technology fulfils its claimed performance and purpose.