

## Terms and Conditions of Business

- A. “**emqc Ltd**” shall mean emqc Ltd of Unit 8, Business Centre Beeston, Technology Drive, Beeston, Nottingham, NG9 2ND
- 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) emqc 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 emqc Ltd and has asked emqc 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 emqc Ltd to provide for example, assessment, guidance, workshops.

“**ASSESSOR**” means either a suitably qualified individual who have been contracted by emqc Ltd to deliver the service/s.

### 2. Obligations of emqc Ltd

emqc 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 emqc 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 emqc 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 emqc Ltd, emqc 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 (eg. Assessor ill or delayed) emqc 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 emqc 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 emqc Ltd requires payment for service/s in advance of a date being set to carry out the assessment.
  - 2.1.12 If the customer cancels the contract, the cancellation policy will come into immediate effect.
- Prior to the visit the Assessor will;*
- 2.2.1 Contact the Customer to scope the work and agree the approach to be carried out.
  - 2.2.2. Agree with the Customer the cost of the service/s including expenses.
  - 2.2.3 Request any relevant documentation from the Customer.
  - 2.2.4 Prepare and plan for the deliver of the service/s.
  - 2.2.5 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 Provide the Customer with feedback and the opportunity to feedback to them.
  - 2.3.4 Complete a written report as required.

### **3. Customer's Obligations**

The Customer agrees to the following requirements;

- 3.1.1 Comply with reasonable requests for information from emqc Ltd.
  - 3.1.2 Identify a member of staff to be the contact person for emqc 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 emqc 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 emqc Ltd with information which identifies Customer changes.

*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 emqc Ltd to establish the level of service given either by emqc Ltd or the Assessor.
- 3.3.13 The Customer shall pay in additional or outstanding charges of emqc Ltd in respect of the service/s by the due date on the invoice. emqc 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 emqc Ltd on receipt of payment of any outstanding invoices due.

### **4. Termination**

- 4.1 emqc Ltd shall not be required to fulfil its duties and obligations under this Agreement if emqc Ltd is prevented from fulfilling its duties and obligations by any acts or omissions of the Customer.
- 4.2 emqc 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 emqc 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 emqc Ltd has a Cancellation Policy which can be accessed in full via emqc Ltd's website or through contacting emqc Ltd directly.
- 4.6 emqc Ltd reserves the right to remove any accreditation and/or certification previously applied if payment is not received by the Customer for services provided by the due date.

### **5. Liability**

- 5.1 The Customer is specifically advised that where the Assessor is independent of emqc Ltd, emqc 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 emqc Ltd's own negligence.
- 5.2 emqc 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 emqc Ltd, the Assessor or the customers authorised contact person.

**9. Accreditation**

- 9.1 emqc Ltd provides assessment & accreditation service 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 onsite visits. The assessor makes a recommendation as a result of the assessment and emqc ltd provides the accreditation.
- 9.3 The Customer may appeal the results of the assessments using the appeals process.
- 9.4 emqc Ltd can withdraw an accreditation at anytime if it becomes evident that the Customer organisation may bring the Standard into disrepute.