

## CLIENTS' CHARTER CONDITIONS OF SERVICE

These conditions provide the framework under which Achilles Information Limited ('Achilles') and the charter client ('Client') identified in the accompanying declaration will work together to achieve the objectives of the Clients' Charter.

### 1. General Terms

Achilles will provide the Client with access to the Clients' Charter website, including the on-line questionnaire for the collection of Client information, the anonymized performance data generated from the Client's information, and also other industry benchmark data relevant to the Client.

Within four weeks of receipt of the Client's performance data through the on-line questionnaire, Achilles will notify the Client in writing of either their successful registration onto the Clients' Charter, or suggest any amendments that may be required to the Clients' information in order to be registered onto the Clients' Charter.

The Client agrees to answer the on-line questionnaire as fully and accurately as their situation permits, using up-to-date information so as to give a true reflection of its practice.

The Client agrees not to transmit to the Clients' Charter website any other data that contains viruses, corrupted files or other similar software that may damage hardware, software or telecommunication systems.

### 2. Indemnities and Liabilities

Each parties aggregate liability to the other in respect of all claims (whether in contract or tort) shall not exceed the greater of an amount equal to the aggregate fees payable under this agreement and any other agreement between the parties, or £50,000.

This limitation on liability shall not apply in respect of: death or personal injury arising from the negligence of the defaulting party, its employees, sub-contractors or agents, or any claim based on fraud, or any claim arising directly from the deliberate or negligent disclosure of confidential information, or any claim arising from the accidental disclosure of confidential information, unless the defaulting party can show that such disclosure had occurred despite it having applied and implemented policies, procedures and safeguards to prevent such disclosure which at the time of such disclosure are generally recognized as best industry practice.

Achilles shall issue the Client with a password enabling it to access the Clients' Charter website. It is the responsibility of the Client to control access to, use and withdrawal of such passwords. Achilles accepts no liability for the misuse of such passwords.

### 3. Subscription Fee

The Client agrees to contribute to the administration cost of operating the Clients' Charter by payment of an annual non-refundable fee of £950.00 plus VAT. VAT will be charged at the current rate, and all cheques should be made payable to Achilles Information Limited.

### 4. Ownership Rights and Confidentiality

Achilles holds the copyright and all intellectual property rights in all computer programs and databases used in connection with the Clients' Charter. All other materials developed specifically for the setting up and operation of the Clients' Charter are the absolute property of the Confederation of Construction Clients ('CCC')

Save for any rights that may subsist in the Client information, the Client hereby gives to Achilles and the CCC all the necessary permissions to process the Client's information for the purposes of this agreement as more particularly set out in the privacy policy contained on the Clients' Charter website.

Achilles will notify Clients one month in advance of any amendment to these conditions, or other information relating to these conditions that may affect the Client.

All information that Clients' pass electronically to Achilles will be regarded as confidential, and Achilles undertakes to keep such material and any other material received marked as confidential, confidential, save that Achilles may disclose such information to its employees, agents and the CCC as required for the operation of the Clients' Charter, disclose such information where it is required to do so by law, and for the purposes of general reporting publish anonymised information.

The Client agrees not to copy, adapt, reverse engineer, disassemble, decompile or otherwise attempt to derive source code from any computer programs used in connection with the Clients' Charter website.

### 6. Severability

If at any time any one of the provisions of these conditions becomes invalid, illegal or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired. These conditions shall continue in effect until amended or terminated by Achilles by written notice.

### 7. Termination

The Client may withdraw from the Clients' Charter at anytime on giving Achilles written notice however the Client shall not be entitled to re-imburement of any fees paid by it under this Agreement. Achilles shall have the right to terminate this agreement should the Client be in breach of any of these conditions.

In the event that the agreement between Achilles and the CCC expires or is terminated, the Client agrees that Achilles shall have the right to assign all of their rights and obligations under this agreement to the CCC.

### 8. Delegation of Obligations

Achilles may appoint third parties, which they and the CCC regard as suitable, to fulfill any or all of its obligations under this agreement, and will use reasonable endeavours to ensure that such third parties provide an appropriate and timely standard of performance and comply with the confidentiality obligations contained herein.

### 10. Law and Jurisdiction

This agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

## The Charter Declaration

I have read and understood the obligations of being a Charter Client as set out in the Charter Documentation and the terms and conditions set out overleaf, and wish to commit my organisation on the Clients' Charter.

I undertake to establish, monitor and review my programme of cultural change in line with the Charter documents. I accept that in achieving Charter status I must demonstrate to the satisfaction of the Charter Management Board that this programme is appropriate and challenging based upon my current position.

I agree to participate fully in the sample and perception surveys as requested.

I certify that the information that I provide in participating in the Clients' Charter will be accurate and complete to the best of my knowledge and belief.

Authorised to signed on behalf of .....  
*(Please enter the name your organisation or discrete part of that organisation registering for the Clients' Charter.)*

Signature ..... Date .....

Name .....  
*(Please print your details clearly using capital letters)*

Postion .....

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Please complete the Charter Declaration above and fax it back to the Clients' Charter team at Achilles on **01235 821093**

Or alternatively return it by post to:

The Clients' Charter,  
Achilles Information Limited, 30 Park Gate, Milton Park,  
Abingdon, Oxfordshire, OX14 4SH

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