



## Supplier Terms and Conditions Category A Verify Assessment



The terms and conditions set out below apply to the **Supplier's** participation in the **Verify** scheme, through which **Subscribers** qualify **Suppliers** for the provision of products or services critical to health, safety, quality and the environment by means of an evaluation of management systems and on-site verification visits. The **Supplier** will be deemed to have accepted these terms at the time when the **Supplier** submits payment for their **Verify Assessment** to **Achilles**. However, a contract between **Achilles** and the **Supplier** will not be formed unless and until **Achilles** sends to the **Supplier** an email confirming acceptance of the **Supplier's** application. These terms and conditions shall apply to the exclusion of any other terms and conditions, including without limitation any purchase order or confirmation of order provided by the **Supplier**.

### 1. DEFINITIONS

**Achilles** means Achilles Information Limited.

**Assessment Report** means the written output of the **Verify Assessment** which will consist of a Management System Evaluation Executive Summary and a detailed Category A Verify Assessment Report.

**Intellectual Property** means all intellectual property rights including copyright (in any software, operational manuals and reports), database rights, neighbouring rights and all rights in relation to inventions (including any program, system, procedure, process, formula or method of production), patents, registered and unregistered trade marks, registered and unregistered designs, trade secrets and confidential information.

**Party** means either **Achilles** or the **Supplier**, and the term **Parties** will be construed accordingly.

**Subscriber** means the companies registered as users of **Verify**, having access to view the **Assessment Reports** contained within the **Verify** system.

**Supplier** means a supplier, contractor or a service provider who has elected to undergo a **Verify Assessment** and who is fully registered on the **UVDB**.

**UVDB** means the Utilities Vendor Database, registration on which by the **Supplier** is a pre-requisite for participating in **Verify**.

**Verify** means the common database of **Assessment Reports** operated by **Achilles** on behalf of **Subscribers**, and which is located at [www.achilles.com](http://www.achilles.com).

**Verify Assessment** means an assessment of a **Supplier's** health, safety, environmental, and quality management systems with the intention of making the written results (in the form of the **Assessment Reports**) available to **Subscribers** through **Verify**.

**Verify Assessor** means an auditor who is assigned by **Achilles** to conduct a **Verify Assessment**.

**Verify Questionnaire** means the questionnaire sent out by **Achilles** to the **Supplier** to collect information used as the basis of the **Verify Assessment**.

**Working Day** means a weekday, excluding UK public holidays.

### 2. CATEGORY A VERIFY ASSESSMENT

A Category A **Verify Assessment** is the desk based assessment which applies to a **Supplier** which is a provider of inherently low risk products and low risk services only. A Category A **Verify Assessment** includes an assessment by the **Verify Assessor** of the **Supplier's** completed **Verify Questionnaire** response as submitted by the **Supplier**, an outline result of the **Verify Questionnaire** assessment subject to the condition below, indicating where submission of additional information may be of benefit, plus the provision of a reasonable quantity of guidance via telephone or email, and provision of an **Assessment Report** via [www.achilles.com](http://www.achilles.com).

Subject to continuing registration by the **Supplier** on the **UVDB**, the results of a Category A **Verify Assessment** will remain valid for a period of one (1) year from the date of **Achilles'** receipt of valid payment from the **Supplier**. On the day after the expiry of the period of validity the **Assessment Report** will expire unless the **Supplier** has already made a further payment for a new **Verify Assessment**.

The following elements are not included in the fees for a Category A **Verify Assessment**, and will be charged extra if applicable:

- Assessment of additional supporting information submitted by the **Supplier** after the submission of the **Verify Questionnaire**. A charge of £50 plus VAT will be levied for each additional submission.
- Return back to the **Supplier** of a questionnaire response for resubmission, or after completion of the **Verify Assessment**, in which case a review and handling charge of £50 plus VAT will be levied each time.

### 3. SCOPE OF SERVICES

**Achilles** will email a copy of the **Verify Questionnaire** to the **Supplier** within three (3) **Working Days** of receipt of the **Supplier's** valid payment. A **Verify Assessor** (or an **Achilles** administrator) will be allocated to and make contact with the **Supplier** within eight (8) working days of receipt of payment.

The **Supplier** must complete and submit a response to the **Verify Questionnaire** within 6 weeks of dispatch of the **Verify Questionnaire** by **Achilles** if an outline result is to be provided to the **Supplier** by the **Verify Assessor**. If the initial response submitted by the supplier is received by the **Verify Assessor** after 6 weeks of dispatch of the **Verify Questionnaire**, but within 4 months of **Achilles'** receipt of the **Supplier's** payment (in the case of **Suppliers** new to **Verify**) or of the **Supplier's** previous **Verify Assessment** expiry date (in the case of renewing **Suppliers**), the response will be considered as a complete response and the results of the **Verify Assessment** will be published on **Verify** on the basis of the response received by **Achilles** by that time. If no response has been submitted by the **Supplier** by the end of that 4 month period, the **Verify Assessment** will still be published on **Verify** indicating to **Subscribers** that no response was submitted by the **Supplier**. Where an outline result has been provided by the **Verify Assessor**, the **Supplier** has 10 working days from the day after dispatch of the outline result, or until 6 weeks after dispatch of the **Verify Questionnaire** by **Achilles**, whichever is the later, to submit additional supporting information for inclusion in the assessment. Additional material received after that period will not be included in the **Verify Assessment** which will be published on **Verify** on the basis of the **Supplier's** prior submission.

**Achilles** will confirm to the **Supplier** by email when the **Assessment Reports** have been loaded onto **Verify**. The **Assessment Reports** can be accessed by the **Supplier** by means of an authorised log-on to the Achilles Portal at [www.achilles.com](http://www.achilles.com). A facility will also be provided via the Portal enabling the **Supplier** to determine which specific **Subscribers** are granted access to the **Assessment Reports**.

The **Supplier** may further opt to make supplementary documents available to **Subscribers** by requesting **Achilles** to upload them onto **Verify** on their behalf. The maximum file size of document permitted is 500 kilobytes and must be submitted in Portable Document Format (PDF). Submitted files will be subject to virus checking. **Achilles** accepts no liability whatsoever for the content of such documents, and reserves the right at its sole discretion to refuse to upload any document, or to remove an uploaded document for any reason. In either event the **Supplier** will be informed of such action within two (2) **Working Days**. The **Supplier** binds itself not to knowingly load, post or distribute any information that (i) infringes the intellectual property rights of any other person or entity; or (ii) is harmful, inaccurate, misleading, fraudulent, defamatory, obscene, offensive or otherwise illegal. An additional fee for this service is chargeable by **Achilles**.

### 4. FEES AND PAYMENT

**Achilles** will charge the **Supplier** a fee for the **Verify Assessments** which are to be carried out, based on the prevailing rates as advertised by **Achilles**. Such fee is payable by the methods set out on **Achilles'** website from time to time. The **Supplier** acknowledges and agrees that if paying online:

- payment will be processed on **Achilles'** behalf by **Achilles'** payment processing sub-contractor (the "Payment Processor") from time to time (currently CyberSource Limited (a UK registered company);
- the Payment Processor may process any personal data provided by the **Supplier** for the purpose of processing payment of the fee;

- receipt by the **Supplier** of any email notification that the **Supplier's** payment is being or has been processed does not constitute acceptance by **Achilles** that it will perform a **Verify Assessment** on the **Supplier** and/or that there exists a contract. If **Achilles** decides, for whatever reason, to decline the **Supplier's** application, then any amounts paid by the **Supplier** will be repaid without delay; and
- payment of the fee may be made to **Achilles** or any of its affiliates and receipt by any such entity shall constitute valid performance by the **Supplier** of its obligation to pay such fee.

**Assessment Reports** will not be uploaded onto **Verify** if there are any payments outstanding. Under-payments (eg where VAT has not been included) will not be accepted and will be returned.

## 5. CANCELLATION AND RESCHEDULING

No refund in respect of any cancelled **Verify Assessment** will be made if cancellation is made by the **Supplier** following receipt of the completed **Verify Questionnaire** by **Achilles**. If the **Supplier** is unable to complete a **Verify Assessment** within four (4) months of the **Supplier's** payment (in the case of **Suppliers** new to **Verify**) or of the **Supplier's** previous **Verify Assessment** expiry date (in the case of renewing **Suppliers**), the **Verify Assessment** will be deemed to be cancelled 2 (two) months thereafter and the **Supplier** will automatically forfeit the **Verify Assessment** fee. In such a scenario **Achilles** will delete the **Supplier's** record from **Verify**.

## 6. OWNERSHIP RIGHTS

The copyright and all **Intellectual Property** rights whatsoever in the **Verify** database, all computer programs, user manuals, **Achilles** sponsored web sites, and other documentation in connection with **Verify**, **Verify Assessments**, the **Report Template**, or the **Achilles** Portal will remain vested in and be the absolute property of **Achilles**. The **Intellectual Property** in the information and other material provided by the **Supplier** in the course of a **Verify Assessment** shall, at all times, remain vested in the **Supplier**.

## 7. CONFIDENTIALITY

**Achilles** and the **Supplier** agree to keep in confidence for a minimum period of five (5) years from the termination of these terms and conditions any information obtained under these terms and conditions and will not divulge the same to any third party, other than its own officers, employees or agents, without the prior written consent of the other **Party**.

**Achilles** shall use all reasonable endeavours to protect and safeguard the information provided by the **Supplier** from loss, theft, destruction, third party intervention, "hacking" and the like from accidental disclosure and shall ensure all employees do likewise.

These confidentiality provisions shall not apply to (i) any information in the public domain other than in breach of these terms and conditions; (ii) information that is either trivial or obvious or already in the possession of the receiving **Party** before its receipt from the disclosing **Party**; (iii) information received from a third party (other than a **Subscriber**) who is free to disclose the same; (iv) disclosure of information which is required by law or a regulatory body; (v) information developed by one **Party** independent of the other; or (vi) information disclosed to professional advisers, auditors, bankers or financiers provided a confidentiality undertaking is in force with at least the same terms as this clause.

**Achilles** agrees to ensure that each **Verify Assessor** undertakes similar terms of confidentiality before being allowed to conduct any **Verify Assessments**, and that each **Subscriber** undertakes similar terms of confidentiality before being allowed access to **Verify** and the **Assessment Reports**.

## 8. INDEMNITIES

The **Supplier** shall indemnify and keep indemnified **Achilles**, its officers, employees and agents against all and any liability, losses, damages, awards, claims, costs and expenses that they may sustain or incur arising from **Supplier's** breach of any representations, warranties or obligations set forth under these terms and conditions, subject to the limit stated below.

Each **Party's** aggregate liability to the other in respect of all claims (whether in contract or tort) shall not exceed £50,000. The **Parties** will not in any circumstances be liable for indirect, incidental or consequential loss or damage or loss of profits, loss of revenue or loss of anticipated savings. Such agreed limitations on the liability of either **Party** will not apply in respect of death or personal injury arising from the negligence of either **Party**, its employees, sub-contractors or agents or in respect of any claims based on fraud.

## 9. GENERAL TERMS

In undertaking the **Verify Assessment** and making **Assessment Reports** available to **Subscribers**, **Achilles** provides verification to **Subscribers** as to whether or not a **Supplier** has provided evidence of having effective management systems and controls in place in respect of the areas specifically covered in the **Verify Questionnaire**. **Achilles** makes no warranties, either to the **Supplier** or to **Subscribers**, that a **Supplier** will always act in a manner consistent with the scores awarded to the **Supplier** by virtue of the management systems and controls which were in evidence at the time of the **Verify Assessment**.

The **Supplier** binds itself to answer the **Verify Questionnaire** and to provide any relevant supporting materials or documents requested in the course of a **Verify Assessment** as accurately and completely as possible, such that the completed **Assessment Report** accurately reflects the status of the management systems and controls put in place by the **Supplier** at the time of completion of the **Verify Assessment**.

The **Supplier** agrees to maintain the confidentiality of the **Verify Questionnaire** issued by **Achilles**. The **Supplier** agrees to limit distribution of the **Verify Questionnaire** to individuals in the **Supplier's** organisation who require access to it for the purpose of completing the **Verify Assessment**. In addition the **Supplier** will notify **Achilles** immediately if it knows or suspects any misuse of or breach of confidentiality relating to the **Verify Questionnaire**.

The **Supplier** shall not offer, give or agree to give to the **Verify Assessor** or any person employed by or on behalf of **Achilles** any gift or consideration of any kind as an inducement or reward for any act in relation to the performance of the **Verify Assessment**. Any breach of this condition by the **Supplier** (or by anyone employed by or acting on their behalf) in relation to the **Verify Assessment** will entitle **Achilles** to terminate this agreement with immediate effect. Under such circumstances **Achilles** will not refund any fees received from the **Supplier**.

Notwithstanding anything else in these terms and conditions **Achilles** shall not be liable for any failure in performing any of its obligations under these conditions if such failure is caused by circumstances beyond the control of **Achilles**, which shall include but not be limited to any Act of God, war, trade dispute, fire, flood, drought, tempest or any other abnormal weather conditions. In all cases **Achilles'** liability is limited to the value of the standard information material required for completion of the **Verify Assessment**.

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 terms and conditions shall continue in effect until amended by **Achilles** by written notice.

## 10. TERM AND TERMINATION

In the event that the **Supplier's** registration on the **UVDB** lapses or is terminated for any reason, the validity of any current **Verify Assessments** will be deemed to expire on the date of such lapse or termination and all the **Supplier's** data will be removed from **Verify** on or shortly after that date. In such a scenario no refund will be made to the **Supplier** in respect of its **Verify Assessments**.

The contract shall continue for the period to which the fees paid by the **Supplier** pursuant to Clause 4 (Fees and Payment) relate and shall terminate automatically at the end of such period, excepting the provisions of Clause 7 (Confidentiality) which shall survive such termination.

Without prejudice to any of **Achilles'** other rights or remedies, **Achilles** may remove the **Supplier's** details (either temporarily or permanently) from **Verify** and terminate the contract in the event of any actual or suspected breach by the **Supplier** of these terms and conditions, or any insolvency or other event occurring in respect of the **Supplier** as a consequence of debt.

#### **11. LAW AND JURISDICTION**

These terms and conditions shall be governed by the law of England and Wales and the **Parties** shall be subject to the exclusive jurisdiction of the English Courts.