



Supplier Terms and Conditions

Verify Categories B and C Assessments



The terms and conditions set out below apply to the **Supplier's** participation in the **Verify** scheme, through which **Subscribers** pre-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.

Additional Site Visit means a visit during a single **Working Day** to an additional **Working Site**, where an additional Site Visit Executive Summary will be produced, and may be carried out at any time within the period of validity of a current **Verify Assessment** but will not extend that period of validity. More than one **Additional Site Visit** may be requested by the **Supplier**.

Assessment Report means the written output of the **Verify Assessment** which will consist of a detailed Assessment Report, a Management System Evaluation Executive Summary, and for a Category B1 or B2 Verify Assessment, a Site Visit Executive Summary.

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.

Interim Site Visit means a **Site Visit** with the specific purpose of extending the period of validity of a current Category B2 **Verify Assessment**.

Office Visit means that part of a **Verify Assessment** which consists of a face to face meeting at the **Supplier's** offices. The purpose of the **Office Visit** is to enable the **Supplier** to communicate their responses to the **Report Template** with respect to the **Supplier's** management systems and to enable the **Verify Assessor** to view the required supporting documentation or other evidence.

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

Report Template means the document which is used by the **Verify Assessor** to collect information during the **Office Visit** and any subsequent **Site Visits** as the basis of the **Verify Assessment**.

Site Visit (Categories B1 and B2 Assessments only) means a visit by a **Verify Assessor** to a single **Working Site** and normally to the site office controlling the **Work** at the **Working Site** whether or not the site office is established at the premises of the client. The purpose of the **Site Visit** is to verify the **Supplier's** implementation of their management systems (as assessed in the most recent **Office Visit**) during the delivery of contracted services to one of the **Supplier's** clients.

SMS Service means the associated Achilles supplier management system, such as the Utilities Vendor Database or SourceSelect as applicable, registration on which by the **Supplier** is a pre-requisite for participating in **Verify**.

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 **SMS Service**.

UK Mainland means, for the purposes of a **Verify Assessment**, Great Britain excluding all English, Scottish and Welsh islands not connected by permanent roadway to the respective mainland territories of England, Scotland and Wales, but includes the Isle of Wight. (Northern Ireland, the Channel Islands and The Isle of Man are not part of Great Britain.)

Verify means the common database of **Assessment Reports** operated by **Achilles** on behalf of **Subscribers**.

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**. The term "Verify Assessment" will be construed to include Category B1, Category B2 or Category C Verify Assessments as the context implies.

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

Working Day means a weekday, excluding UK public holidays, between the hours of 0930 and 1730, with breaks not exceeding in total 1 hour.

Working Site means a location where **Work** is carried out by a **Supplier's** personnel or subcontracted personnel as part of a contracted service provision to a client, at the premises of the client or at some other location as required by the client. Where the **Work** involves street works, the district within which the works are undertaken is considered to be the location.

Work means the use of tools, plant and equipment, operation or adjustment of installed systems, and any activity that directly influences the activity of others who are delivering services to the client, and the supervision or control of all such aforementioned activities.

2. CATEGORY B1 VERIFY ASSESSMENT

A Category B1 **Verify Assessment** is generally applicable to **Suppliers** which normally have a total number of fewer than 20 employees and subcontracted personnel – this is a guide figure and individual **Subscribers** may, at their discretion, request a **Supplier** with more than this number of employees to undergo a Category B1 **Verify Assessment**. The terms within this Clause 2 apply only to Category B1 **Verify Assessments**.

A Category B1 **Verify Assessment** comprises of an **Office Visit** and a **Site Visit**. A maximum of one single **Working Day** of **Verify Assessor** time is allocated for the purposes of conducting both the **Office Visit** and the **Site Visit** together. Where any additional days for completion of an **Office Visit** or **Site Visit** are required for any reason, any additional **Verify Assessor** time and associated expenses will be chargeable.

Subject to continuing registration by the Supplier on the applicable **SMS Service**, the results of a Category B1 **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 a period of validity the **Assessment Report** will expire unless the **Supplier** has already submitted a further payment for a new **Verify Assessment**.

The **Supplier** may opt to reduce the period required to complete a **Verify** Category B1 **Assessment** by selecting the Fast Track service. Under the Fast Track service, **Achilles** will endeavour to complete the **Verify Assessment** process within ten (10) **Working Days** of the combined **Office Visit** and **Site Visit**. An additional fee for this service is chargeable by **Achilles**. The Fast Track service is subject to availability.

3. CATEGORY B2 VERIFY ASSESSMENT

A Category B2 **Verify Assessment** is generally applicable to **Suppliers** which normally have a total of 20 or more employees and subcontracted personnel – this is a guide figure and individual **Subscribers** may, at their discretion, request a **Supplier** with fewer than this number of employees to undergo a Category B2 **Verify Assessment**. The terms within this Clause 3 apply only to Category B2 **Verify Assessments**. A Category B2 **Verify Assessment** has a 2 year cycle.

A Year 1 Category B2 **Verify Assessment** consists of an **Office Visit** and a **Site Visit**. A maximum of one **Working Day** of **Verify Assessor** time is allocated for the purposes of conducting each of the **Office Visit** and the **Site Visit**. While one **Working Day** for each visit is normally adequate for each visit, the duration is dependent on the **Supplier** producing the required evidence in a timely manner, minimising interruptions and diversions, and making all participating personnel readily available as required throughout the day. Subject to continuing registration by the **Supplier** on the applicable **SMS Service**, the results of a

Year 1 Category B2 **Verify Assessment** will remain valid for a period of one (1) year from the date of **Achilles'** receipt of a valid payment from the **Supplier**. The period of validity may be extended by a maximum of one (1) year by undergoing a Year 2 **Interim Site Visit** within one calendar month either side of the initial expiry date. Where the initial period of validity relates to multiple **Site Visits**, then matching multiple **Interim Site Visits** will be required to extend their period of validity. An extended period of validity will only relate to the sector within which an **Interim Site Visit** has been carried out.

On the day after the expiry of a period of validity the **Assessment Report** will expire unless the **Supplier** has either:

- submitted a payment for a further **Verify Assessment**, or
- submitted a payment for an **Interim Site Visit** if applicable, and a date to conduct the **Interim Site Visit** which is within one calendar month either side of the initial expiry date has been agreed with **Achilles**.

The **Supplier** may opt to reduce the period required to complete a **Verify** Category B2 **Assessment** by selecting the Fast Track service. Under the Fast Track service, **Achilles** will endeavour to complete the **Verify Assessment** process within ten (10) **Working Days** of the **Office Visit**, providing the **Site Visit** takes place within five **Working Days** of the **Office Visit**. An additional fee for this service is chargeable by **Achilles**. The Fast Track service is subject to availability.

4. CATEGORY C ASSESSMENT

A Category C **Verify Assessment** is generally applicable to **Suppliers** which normally provide consultancy and training services where no **Working Site** is established. The terms within this Clause 4 apply only to Category C **Verify Assessments**.

A Category C **Verify Assessment** consists of an **Office Visit** only. A maximum of one single **Working Day** of **Verify Assessor** time is allocated for the purpose of conducting the **Office Visit**. Where any additional days for completion of the **Office Visit** are required for any reason, any additional **Verify Assessor** time and associated expenses will be chargeable.

Subject to continuing registration by the Supplier on the applicable **SMS Service**, the results of a Category C **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 a period of validity the **Assessment Report** will expire unless the **Supplier** has already submitted a further payment for a new **Verify Assessment**.

The **Supplier** may opt to reduce the period required to complete a **Verify** Category C **Assessment** by selecting the Fast Track service. Under the Fast Track service, **Achilles** will endeavour to complete the **Verify Assessment** process within ten (10) **Working Days** of the **Office Visit**. An additional fee for this service is chargeable by **Achilles**. The Fast Track service is subject to availability.

5. SCOPE OF SERVICES

Achilles will email information describing the relevant **Verify Assessment** content 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 dates for the **Office Visit** and **Site Visit** (where applicable) will be agreed with the **Supplier** by the **Verify Assessor** (or an **Achilles** administrator) and must fall within eight weeks of receipt of payment. In the event that the **Verify Assessor** and the **Supplier** are unable to agree a date within the eight week period for whatever reason, **Achilles** reserves the right to allocate the **Office Visit** date and the **Site Visit** date (where applicable) on the **Supplier's** behalf. In either case the date(s) of the **Office** or **Site Visits** (where applicable) will be sent by email to the **Supplier** and will constitute confirmation of the booked **Verify Assessment**.

The **Verify Assessment** must be completed within 6 months of **Achilles'** receipt of the **Supplier's** payment (in the case of **Suppliers** new to **Verify**) or of the **Supplier's** **Verify Assessment** expiry date (in the case of renewing **Suppliers**).

Additional information related to the Category B2 **Office Visit** aspect of the **Report Template** submitted by the **Supplier** during the Category B2 **Site Visit** may be assessed by the **Verify Assessor**, provided it does not extend the Category B2 **Site Visit** beyond a single **Working Day**.

Where the location of a **Working Site** is a location that is not under the direct control of the **Supplier's** client, or not in a public place, then the **Supplier** shall obtain written permission from the party who does have direct control of the location for the **Verify Assessor** to enter that site for the explicit purpose of carrying out the **Site Visit** element of a **Verify Assessment**, and forward a copy of that permission to the **Verify Assessor** at least two days in advance of the agreed date for the visit to that location.

If the site office controlling the **Work** at the **Working Site** is in excess of 90 minutes travel, during normal conditions, from the **Working Site**, then the **Supplier** will ensure that all the documentation or other evidence to support the responses required by the **Working Site** aspect of the **Report Template** are available at the **Working Site** together with adequate facilities (such as protection from the weather, seating, lighting, and general welfare facilities) for use by the **Verify Assessor**.

The **Verify Assessor** may be able to provide an outline result of the assessment of the **Supplier's** management systems at the close of the **Office Visit**, and indicative scores and brief comment at the close of a **Site Visit**.

During a Category B2 **Interim Site Visit**, the **Verify Assessor** will provide an overview, in the site visit element of the **Assessment Report**, of any improvements in the **Supplier's** management systems brought to the **Verify Assessor's** attention and verified as such, provided such additional verification does not extend the Category B2 **Interim Site Visit** beyond a single **Working Day**.

Achilles will complete the **Assessment Reports** following the completion of the **Site Visit** for Categories B1 and B2 **Verify Assessments**, or following the completion of the **Office Visit** for a Category C **Verify Assessment**, after which it will make the **Assessment Reports** available to **Subscribers** by loading them onto **Verify**. **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 or elsewhere as advised in the email. A facility will also be provided via the Achilles Portal enabling the **Supplier** to determine which specific **Subscribers** are granted access to the **Assessment Reports** which are available via the Achilles Portal.

6. FEES AND PAYMENT

Achilles will charge the **Supplier** a fee for the **Verify Assessments** which are to be carried out (including any Fast Track Service, **Additional Site Visits** or **Interim Site Visits** as applicable), 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; 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.

The **Verify Assessment** fees do not include any allowance against travel and accommodation expenses incurred by the **Verify Assessor** in carrying out the **Verify Assessment**. In circumstances where travel and accommodation expenses outside of the **UK Mainland**, or significant travel and accommodation expenses within the **UK Mainland** will be incurred (and as agreed in writing with the **Supplier**), **Achilles** reserves the right to charge for additional travel and accommodation expenses in advance of any visit.

Where any additional days for completion of an **Office Visit** or **Site Visit** are required for any reason, or where significant time is spent by the **Verify Assessor** while not performing a **Site Visit** or **Office Visit** (such as excessive travel time), any additional **Verify Assessor** time and associated expenses will be chargeable.

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.

7. CANCELLATION, RESCHEDULING AND RE-SEQUENCING

If the **Supplier** is unable to agree a suitable date for the **Office Visit**, and fails to complete a **Verify Assessment** within 6 months of **Achilles'** receipt of the **Supplier's** payment (in the case of **Suppliers** new to **Verify**) or of the **Supplier's Verify Assessment** expiry date (in the case of renewing **Suppliers**), the **Supplier's Verify Assessment** will be deemed cancelled and the **Supplier** will automatically forfeit the **Verify Assessment** fee.

No refund in respect of any cancelled **Verify Assessments** will be made if cancellation is made by the **Supplier** within ten or fewer **Working Days** of an agreed **Office Visit** date or **Interim** or **Additional Site Visit** date. In the event that **Achilles** receives a cancellation request eleven or more **Working Days** in advance of an agreed **Office Visit** date or **Interim** or **Additional Site Visit** date, **Achilles** will refund to the **Supplier** 50% of the fees received for the related service.

If an **Office Visit** has been completed, but the **Supplier** is unable to agree a date for the related **Site Visit**, and thereby fails to complete a **Verify Assessment** within 6 months of **Achilles'** receipt of the **Supplier's** payment (for **Suppliers** new to **Verify**) or of the **Supplier's Verify Assessment** expiry date (for renewing **Suppliers**), the **Verify Assessment** will be deemed cancelled and the **Supplier** will automatically forfeit the **Verify Assessment** fee.

In either case **Achilles** will delete the **Supplier's** record from **Verify** and the **Supplier** will be required to submit a new application for any subsequent **Verify Assessment**.

Once an **Office Visit** date or a **Site Visit** date has been agreed by the **Supplier** and confirmed in writing by **Achilles** or the **Verify Assessor**, **Achilles** reserves the right to treat any rescheduling request made by the **Supplier** within 10 **Working Days** of the agreed dates as a cancellation by the **Supplier**, in which case the cancellation terms outlined above will apply and the **Supplier** would need to make a new application for a new **Verify Assessment**.

The **Supplier** accepts that the normal Category B2 **Verify Assessment** sequence is to follow a Year 1 Category B2 **Verify Assessment** by a Year 2 **Interim Site Visit**. Should the **Supplier** apply for an out-of-sequence Year 1 Category B2 **Verify Assessment**, then owing to the greater assessment content in a Year 1 assessment compared to that in a Year 2 assessment, **Achilles** reserves the right to charge the **Supplier** a re-sequencing and administration charge in addition to the full Category B2 **Verify Assessment** fee at the rates prevailing at the time. Any unexpired validity period from the previous Year 1 Category B2 **Verify Assessment** will be forfeited.

8. 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**.

9. CONFIDENTIALITY

Achilles and the **Supplier** agree to keep in confidence for a minimum period of five 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**.

10. 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.

11. 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 Report Template**. **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 questions in English 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**. Where any supporting evidence is not in English, that evidence will need to be accompanied by a translation into English of the relevant parts. The costs for any translations will be borne by the **Supplier**. **Achilles** will provide **Assessment Reports** in English only.

On completion of each stage of a **Verify Assessment** a representative of the **Supplier** will be required to declare in writing that to the best of his or her knowledge the information provided to the **Assessor** was accurate and correct at the time of the **Verify Assessment**. **Assessment Reports** will not be uploaded onto **Verify** if there are any outstanding declarations.

The **Supplier** agrees to maintain the confidentiality of any pre-**Verify Assessment** Information and the **Report Template** issued by **Achilles**. The **Supplier** agrees to limit distribution of any pre-**Verify Assessment** Information and the **Report Template** 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 **Report Template**.

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.

12. TERM AND TERMINATION

In the event that the **Supplier's** registration on the applicable **SMS Service** 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 6 (Fees and Payment) relate and shall terminate automatically at the end of such period, excepting the provisions of Clause 9 (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.

13. 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.