

The Certification Body

means Indelible Data Ltd and its authorised employees, Company Number 07097244 registered office, Studio 3, Maryport Business Centre, Main Road, Maryport Cumbria CA15 8NG

The Client

means the person, firm or company named as the organisation on the questionnaire

This agreement is intended to govern the relationship between The Certification Body and The Client under which you wish to apply for certification under the Cyber Essentials scheme. The assessment for certification will be carried out only on the basis that you have paid the required fee and that you accept the terms and conditions of this agreement in full.

You can signify acceptance by checking the box to accept the terms.

If you are accepting on behalf of The Client, you represent to us that you are doing so as an authorised representative of The Client. If you are not so authorised nor deemed by law to have such authority then you assume sole personal liability for the obligations set out in this agreement.

1 OUR OBLIGATIONS

1.1 We will, upon receipt of the fee, allow you to complete a Cyber Essentials Self Assessment Submission and will, subject to you meeting your obligations under this Agreement, assess your completed Submission against the Scheme's criteria.

1.2 We will perform the assessment using reasonable skill and care.

1.3 In the event that your Submission meets the Scheme criteria (which we shall assess at our sole and absolute discretion) we will notify you in writing and, subject to you meeting your obligations under clause 2, will arrange for the issue of a Cyber Essentials Certificate to you.

1.4 If you are unsuccessful in your first assessment attempt, we will consider and re-assess against the Scheme profile any changes to your profile that you notify to us or which otherwise come to our attention within the package-specified time restrictions. We will not conduct this reassessment more than one time within the price quoted unless a premium package has been purchased.

2 YOUR OBLIGATIONS

2.1 You will complete the Self Assessment Submission accurately, fully and honestly within 6 months of payment. After these 6 months your account may be closed and no refund will be due.

2.2 You will not use the Marks or claim to be certified unless you are in receipt of a current, valid Scheme Certificate duly issued by the Certification Body.

2.3 You will not make any derogatory statements about the Scheme or behave in any manner that would damage the reputation of the Scheme.

2.4 You acknowledge that the Scheme is intended to reflect that certificated organisations have themselves established the cyber security profile set out in the Scheme documents only and that receipt of a Scheme Certificate does not indicate or certify that the certificate holder is free from cyber security vulnerabilities. You acknowledge that we have not warranted or represented the Scheme or certification under the Scheme as conferring any additional benefit to you.

2.5 You will comply with the Scheme documentation and all reasonable directions made to you by the Certification Body.

3 THE FEE

You must pay the fee before the certification process can begin. The fee is non-refundable.

4 WARRANTY

4.1 You warrant that the Scheme Submission has been completed by an authorised and suitably competent person.

4.2 You warrant that you will maintain the Security Profile indicated in your completed Submission.

4.3 You warrant that the Scheme Submission you submit is complete and accurate in all material respects.

5 LIMITATION OF LIABILITY

5.1 We do not accept any liability to you resulting from any security breach or vulnerability in your systems or processes.

5.2 We do not accept any liability to you resulting from any security breach or vulnerability in the systems or processes that have been applied

5.3 Without prejudice to the generality of clause 5.1 and subject to clause 5.5 we shall not be liable to you whether in contract, tort (including negligence) for breach of statutory duty or otherwise arising under or in connection with this agreement for:-

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of or damage to goodwill;
- (f) loss of use or corruption of software, data or information;
- (g) any indirect or consequential loss.

5.4 The terms implied by sections 3 to 4 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

5.5 The limitations and exclusions on liability in this section will not apply to any liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation or for any other liability that cannot lawfully be excluded or limited.

5.6 Subject to clause 5.5, the total limit of our liability to you whether in contract or tort is the sum equivalent to the fee that you have paid to us in the 12 months preceding the date of your claim against us.

6 TERMINATION

We may terminate the certification process at any stage without notice to you in the event that you are in breach of any of your obligations under this agreement.

7 DISPUTE RESOLUTION

Any dispute regarding this agreement shall first be discussed between us with a view to resolving it promptly. If it cannot be resolved within 28 days then you and we hereby agree that will be referred for alternative dispute resolution by an appropriate mediation practitioner who is a member of and subject to the rules of the Chartered Institute of Arbitrators.

8 LAW AND JURISDICTION

Our relationship with you will be governed by English law and will be subject to the exclusive jurisdiction of the English courts. However, we may bring legal proceedings in any other jurisdiction, including the jurisdiction where you are domiciled or based, to recover fees or other sums payable to us.

You agree to the UK Government publishing the following details on their website:

- Company name
- Location (town)
- Market sector
- Date of certification
- Certification level
- Certification scope
- Certificate number

9 DATA:

All data will be archived for one year in line with our Data Retention policies