

## Terms and Conditions

Date: 08/07/21

Revision: 4

*This document applies to clients involved in the following standards: Cyber Essentials, Cyber Essentials Plus & Cyber Essentials Plus Extra. These terms & conditions form an agreement between Centre for Assessment Limited and its client organisations.*

### The Scope of these Terms and Conditions

Centre for Assessment Ltd carries out assessments and certification of documented management systems against Internationally Recognised Standards. Customers certified by Centre for Assessment Ltd are required to comply with the specifications of these terms and conditions for the duration of their certification.

The certification service is available to all applicants regardless of the size, location and membership of their group or association.

### Background

The Scope of assessment issued by IASME, acknowledges that Centre for Assessment Ltd. has the knowledge and skills to manage assessments for Cyber Essentials.

The cyber essentials scheme is owned by HM Government (the authority), IASME is the accreditation body and Centre for Assessment are the certification body.

### 1. Personnel / Confidentiality

Centre for Assessment Ltd will treat all aspects of the Assessment as 'commercial in confidence' and any information/evidence outside of the public domain that is gained during the assessment will be used for the purpose of the assessment only.

Centre for Assessment Ltd. will provide suitably qualified personnel for all assessment types. Centre for Assessment reserve the right to use partner organisations who are registered with IASME to carry out parts of the assessment on a subcontracted basis. Centre for Assessment Ltd employees, their Partners and sub-contractors are required to sign contracts, which contain confidentiality agreements, requiring them to treat all information outside the public domain as 'commercial in confidence'.

The organisation will be responsible for the assessors and any observers appointed by Centre for Assessment, health and wellbeing whilst on their premises and must provide a safe environment for them to conduct the assessment in.

Centre for Assessment Ltd or its Accreditation Body may be required to accompany assessors on assessments to evaluate consistency and quality of practice within the assessment team. The organisation will be informed in writing that the Assessor will be accompanied. Any personnel in attendance will be subject to confidentiality agreements.

Details on how your data is used is available in Centre for Assessment [privacy policy](#) which can be viewed on our website <https://www.centreforassessment.co.uk/privacy-policy/> or requested in writing to [enquiries@centreforassessment.co.uk](mailto:enquiries@centreforassessment.co.uk).

If Centre for Assessment employees and/or their subcontracted assessors/technical experts are made aware of any form of breaking the law during the assessment they are obliged to inform the regulatory bodies or relevant law enforcement agency.

### 2. Conflict of Interest

Organisations are required to inform Centre for Assessment Ltd of any conflict of interest or potential conflict of interest relating to the assessment before the assessment takes place in writing to [enquiries@centreforassessment.co.uk](mailto:enquiries@centreforassessment.co.uk).

### 3. Application for Assessment

The assessment for certification will be carried out only on the basis that you have paid the fees in full and that you accept the terms and conditions of this agreement in full. If you have not submitted your assessment application within 6 months, we are under no obligation to carry out an assessment and no refund will be issued. After this time, you will need to start the process again and another fee will be applicable.

### 4. Applications Forms/Accurate Information/Additional Fees

Information provided to Centre for Assessment and/or the assessor must be correct and accurate. If the assessor finds that the information isn't correct during the assessment additional fees will be applicable

Any additional fees will be discussed with the client organisation, and should they choose to terminate the assessment at this stage then the original quote will be chargeable, but the organisation will not be accredited to Cyber Essentials /Plus.

If your devices are not networked and the assessor must carry out multiple scans this will incur additional fees

### 5. Cyber Essentials Plus/Extra

On receiving an initial enquiry, Centre for Assessment Ltd. will issue a quotation confirming the assessment costs. This will be followed by a telephone call to answer any questions and confirm the organisation intention to proceed.

Centre for Assessment Ltd will assign an Assessor(s) who will act on behalf of Centre for Assessment Ltd.

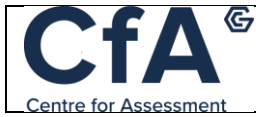
- An email will be sent to the organisation containing relevant forms that must be read and signed by a person within the organisation who has authorisation to sign such forms. Centre for Assessment do not take responsibility for forms that have been signed by unauthorised personnel.
- The organisation is required to provide accurate information in these forms to allow the assessment to take place. Should inaccurate information be provided the assessment may be deemed void and the organisation will need to re-apply incurring further assessment costs.
- Testing of the organisations systems will mainly be done remotely but an onsite visit at the client's premises may be required to do this. The organisation will be advised in advance if this is the case and suitable dates will be arranged. These are required to be within 6 months of the original application form being submitted.
- If your Assessment meets the Scheme criteria (which we shall assess at our sole and absolute discretion) we will notify you by phone or by email and, subject to you meeting your obligations under clause 2, will arrange for the issue of a Scheme Certificate to you.
- If you do not meet the requirements of the standard, you will be given feedback on the areas that you didn't meet the standard

### 6. Certification (All assessment Types)

On completion of the assessment, the organisation will receive their certificate from our accreditation body IASME. This will be sent electronically to the **email address supplied in the application form**.

### 7. Cyber Essentials Registers

You will be entered on the [National Register of Cyber Essentials Certified Companies](#), the National Register may take up to 6 weeks to populate.



## Terms and Conditions

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Revision: 4

### 8. Renewal of Cyber Essentials Basic/Plus

Your certificate is valid for 12 months and will need to be renewed assessment prior to the expiry date on your certificate or your certification will lapse. Please note it is the organisation responsibility to ensure that they submit an application form at least 4 weeks prior to their certificate expiry.

Centre for Assessment do not take any responsibility for expiring certificates or and do not accept liability for any costs associated to this.

### 9. Changes to your system

If your systems configuration changes in a way that the answers in your questionnaire would have been answered differently then you may need to re-apply for recertification early.

### 10. Changes in Organisation/Firm

Centre for Assessment Ltd. should be informed in writing of any relevant changes to the organisation (including merger, change in ownership or structure) which may affect future their certificate assessments. In such an event, Centre for Assessment Ltd. reserves the right to request that the organisation for re-Assessment. Organisations are required to ensure that they notify us of any contact details changing in personal, email addresses and telephone numbers.

### 11. Certificates and Trademarks

Certificates and Trade Marks will be issued by the accreditation body and are subject to the Terms and Conditions of use and brand guidance which must be followed when displaying certificates or using trademarks/Logos on literature/website or any other form of advertising.

### 12. Suspension or Withdrawal

The organisations Cyber Essentials Certificate may be deferred, withdrawn, withheld or suspended for but not limited to the following reasons:

- Breach of any of these Terms & Conditions of Registration.
- Failure to have annual visits or meet the requirements of the Cyber Essentials standard
- Failure to apply corrective action as a result of non-conformities found at Assessment
- Continued Trademark Misuse.
- Suspected or found to be in flagrant breach of Cyber Essentials
- Committed fraud or serious professional misconduct
- Bringing the standard into disrepute in any way.
- Failure of the organisation/firm to settle any outstanding Centre for Assessment Ltd. Invoices
- Failure to provide copies of documentation required by the assessor(s) to undertake re-assessment
- In the event of withdrawal or suspension of certification the organisation shall discontinue the use of all advertising, internet and brochures that contain reference to the Cyber Essentials Standard. The organisation shall return their certificate to the Cyber Essentials Office; and the Cyber Essentials Mark must no longer be used in the public domain or internally.

### 13. Certificate Misuse

The organisation must not misuse the certificate in any way or attempt to change the dates or deface the certificate in organisations advertising, etc. Any findings of certificate misuse will be reported to the accreditation body

### 14. Publicity

Once a certificate has been awarded, organisation have the right to publicise their award. Appropriate logos may be used on stationery and in marketing or promotional material. Any reference to Centre for Assessment Ltd must not contain any claims that are misleading or bring Centre for Assessment Ltd or the Cyber Essentials standard into disrepute.

### 15. Scheme Reputation

Organisations must agree that they will not make any derogatory statements about the standard or behave in any manner that would damage the reputation of the Scheme. Centre for Assessment Ltd reserve the right to publish an organisation award on their website/ and or social media unless the firms advises in writing within 3 days of notification of their award.

### 16. Appeals Procedure

If for any reason the organisation does not agree with the outcome of the assessment, they may appeal in the first instance by contacting the Operations Manager of Centre for Assessment Ltd.

### 17. Complaints against Centre for Assessment Ltd, Employees or Sub-contractors

If an organisation has a complaint, it should be addressed in writing to the Operations Manager of Centre for Assessment Ltd. Where the complaint involves the Operations Manager, it should be addressed in writing to the Managing Director of Centre for Assessment Ltd.

An initial response to the complaint will be received within 10 working days of the complaint being received and a resolution will be sought to be met within 60 days unless otherwise informed.

### 18. Costs

Costs for assessment should be agreed in advance between Centre for Assessment Ltd. and the organisation. **Invoices will be sent via email from our finance department [finance@growthco.uk](mailto:finance@growthco.uk)**

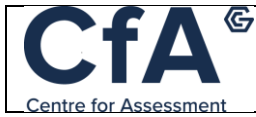
Once the assessment has started the costs quotes are required in full

**VAT:** All quotes and estimated costs for all services will be plus VAT. Customers who are VAT registered outside of the UK but within the EU must provide their VAT registration number to Centre for Assessment Ltd before any work takes place. If this is not received then VAT will be added to their invoice.

### 19. Travel Expenses

Travel expenses may be applicable dependant on organisation location, number of sites and Local Assessor availability. Any expenses to be incurred will be agreed between the Assessor and the organisation before the assessment takes place. Mileage will be calculated at £0.45 per mile; and any overnight expenses will be charged at cost. These costs will be included in the final invoice.

### 20. Payment of Invoices:



## Terms and Conditions

Date: 08/07/21

Revision: 4

Payments for Cyber Essentials Basic are required prior to the assessment taking place. Payment for Cyber Essentials Plus /Plus Extra will be required with 30 days of the invoice being issued. Certificates will not be issued until payment has been received.

Late payment of invoices will automatically be referred to our legal department for perusal and may result in accreditations being removed.

**21. Additional Visit:** A fee which is proportionate to the additional work required should be agreed by both parties in advance. (An additional visit may be required when a site visit identifies either a major issue to be addressed, or information, which differs from that contained in the initial application, such as the number of sites or number of employees).

**22. Cancellation policy**

Centre for Assessment Ltd operates a strict cancellation policy. If an assessment or annual maintenance visit is cancelled by the organisation within 30 days of the agreed visit date(s), Centre for Assessment Ltd. reserves the right to claim the appertaining daily assessment charge for each scheduled day on-site.

**23. Warranty**

Organisation warrant that

- the Scheme Questionnaire has been completed by an authorised and suitably competent person.
- you will maintain the Security Profile indicated in your completed Questionnaire.
- that the Scheme Questionnaire you submit is complete and accurate in all material respects.
- you acknowledge the Scheme is intended to reflect that certificated organisation 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.

**24. Limitation of Liability**

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

Without prejudice to the generality of clause above, 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.

Assessments undertaken by Centre for Assessment Ltd address only a sample of the organisation System. Findings reported do not imply that the issues raised are the only ones which exist. Any action taken by the organisation as a result of assessment work undertaken on behalf of Centre for Assessment Ltd. remains the responsibility of the organisation.

**25. IT Systems**

The Assessor(s) may complete electronic reports on site and may need the use of a secure WIFI network. All assessment personnel are required to keep their personal IT system virus free with up to date viral protection, but should a problem arise, Centre for Assessment Ltd cannot accept responsibility for any corruption of the organisation IT systems. The organisation has the right to refuse access to their IT Systems.

**26. Indemnity**

The Organisation will indemnify Centre for Assessment Ltd. against any claims or losses suffered by Centre for Assessment Ltd. as a result of misuse by the Organisation of Certification given by Centre for Assessment Ltd.

**27. 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.

**28. Other Services**

Centre for Assessment Ltd reserve the right to approach Organisation about other services that they provide that they deem of interest to the organisation.

**29. Data Protection Statement**

The information you provide to us, or our sub-contractors, will be used in the delivery of services to your business.

Data protection Statement

All information gathered by Centre for Assessment Limited in the delivery of its services is processed in accordance with the Data Protection Act 2018. For further information on how we process your personal data please see our privacy policy which is located on our website [Centre for Assessment Privacy Notice](#)

For the purpose of these terms and conditions Centre for Assessment will act as the processor and the client organisation will be the controller

Your data will only be passed to a 3rd parties when it is needed to preform and complete the contract that has been entered into. e.g., Cyber Essentials Assessment and Certification. 3rd parties include but are not limited to: IASME, The National Cyber Security Centre, Centre for Assessment subcontracted assessors, our Cyber Essentials Assessors, our Service Partners and subcontracted assessors, and your IT Support Company.

**30. Terms and Conditions**

These terms and condition's form a legally binding contract. Any validity and performance of the contract shall be governed in all respects by English Law; in connection with any disputes between the parties relating to or connected with the assessment contract; both parties shall agree irrevocably to submit to the non-exclusive jurisdiction of the Supreme Court of Judicature in England.

**31. Terms & Conditions Variation**

Centre for Assessment Ltd. reserves the right to change these Terms and Conditions. Due notice will be given for any changes to these requirements.