

# IRTE Workshop accreditation

## Applicant Agreement

Contact details	
Name (please print):	
Company name:	
Address:	
Post code:	
Telephone:	
Mobile:	
Email:	
Invoice address (if different to above):	
Purchase order number (if required):	

Please sign and date the Terms & Conditions and return the Agreement to:

IRTE Workshop Accreditation

c/o Gerry Shaw (Consultancy)

Freight Transport Association

Hermes House, St John's Road, Tunbridge Wells. Kent TN4 9UZ

Email: [admin@irteworkshop.org.uk](mailto:admin@irteworkshop.org.uk)

Tel: 0300 3030 250

## Order Form

Name of applicant	
Company name	
Company address	
Telephone	
Email	

Address of site(s) to be audited	
1	
2	
3	
4	
5	

Note: If you have additional workshops to be audited please attach details including addresses to this schedule.

# IRTE Workshop Accreditation Terms and Conditions

**THIS AGREEMENT** is dated

## **PARTIES**

- (1) [ ] incorporated and registered in England and Wales with company number [ ] whose registered office is at [ ] ("Applicant"); and
- (2) IRTE Services Limited incorporated and registered in England and Wales with company number 2854868 whose registered office is at 22 Greencoat Place, London, SW1P 1PR ("Company").

## **1 Interpretation**

1.1 The definitions and rules of interpretation in this clause apply in this agreement:

<b>Accreditation Certificate</b>	the certificate given after the first Audit, which lasts for three years from the date the certificate is awarded.
<b>Accreditation Fees</b>	the charges payable by the Applicant for the supply of the Services in accordance with Schedule 1.
<b>Applicant Audit</b>	the person, company or firm who purchases Services from the Company, the process by which the Applicant undergoes an audit by the Auditor at the Audit Site (s) to enable the accreditation process to be completed.
<b>Audit Site(s)</b>	the site or sites that the Applicant indicates on the Order are the sites at which the Audit should take place.
<b>Auditor</b>	the auditor appointed by the Company in its sole discretion to carry out the <b>Audit</b> .
<b>Business Day</b>	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
<b>Commencement Date</b>	has the meaning set out in clause 2.2.
<b>Company Materials</b>	has the meaning set out in clause 4.1.8.
<b>Intellectual Property Rights</b>	all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
<b>Order Notification Revisit</b>	means the form to be completed by the Applicant and contained in the attachment, the process whereby the Applicant has failed to achieve accreditation on the last Audit and requires a further visit to re-audit compliance with the issues raised on the previous Audit.
<b>Revisit Notification</b>	is the notification served on an Applicant after completion of an Audit, stating the reasons why accreditation has not been awarded in accordance with clause 3.1.5.
<b>Scheme Services</b>	the IRTE Workshop Accreditation Scheme the services supplied by the Company to the Applicant in accordance with clause 3.

1.2 Construction. In this Agreement, the following rules apply:

- 1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;
- 1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.4 any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.5 a reference to **writing** or **written** includes faxes and e-mails.

## **2 Commencement and Duration**

- 2.1 The Company shall provide the Services to the Applicant on the terms and conditions of this Agreement.
- 2.2 The Company shall provide the Services to the Applicant from the date of this Agreement.
- 2.3 The Services supplied under this Agreement shall continue to be supplied unless this Agreement is terminated by one of the parties giving to the other not less than one month notice, unless this Agreement is terminated in accordance with clause 9.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by the Company, and any descriptions or illustrations contained in the Company's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of this Agreement or have any contractual force.
- 2.5 The terms of this Agreement apply to the contract to the exclusion of any other terms that the Applicant seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

## **3 Supply of Services**

- 3.1 The Company shall:
  - 3.1.1 arrange for the Auditor (who shall be appointed by the Company) to carry out the Audit;
  - 3.1.2 check that the Auditor completes his report within 15 Business Days of the date of the Audit;
  - 3.1.3 notify the Applicant of the outcome of the Audit as soon as possible of the Audit having been completed;
  - 3.1.4 issue an Accreditation Certificate where the Auditor has awarded Accreditation under the Scheme;
  - 3.1.5 where an Accreditation Certificate has not been awarded, issue a Revisit Notification, which shall state the reasons for non-accreditation.
- 3.2 The Company shall use its reasonable endeavours to meet any performance dates specified in 3.1 above, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Company shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Company shall notify the Applicant in any such event.

- 3.4 The Company warrants to the Applicant that the Services will be provided using reasonable care and skill.
- 3.5 The award of an Accreditation Certificate shall be at the sole discretion of the Company whose opinion shall be final and binding on the Applicant.

## **4 Applicant's Obligations**

- 4.1 The Applicant shall:
  - 4.1.1 complete the Order Notification;
  - 4.1.2 ensure that the terms of the Order Notification are complete and accurate and that the Audit Sites are safe for the Auditor to enter and to conduct the Audit;
  - 4.1.3 co-operate with the Company in all matters relating to the Services;
  - 4.1.4 provide the Company, the Auditor and its or their employees, agents, consultants and subcontractors, with access to the Applicant's Audit Sites and other facilities as reasonably required by the Company;
  - 4.1.5 provide the Company and/or the Auditor with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
  - 4.1.6 prepare the Audit Site(s) for the Audit;
  - 4.1.7 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;
  - 4.1.8 keep and maintain all materials, equipment, documents and other property of the Company and/or the Auditor (Company Materials) at the Applicant's premises in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation; and
  - 4.1.9 ensure that it has sufficient public liability insurance in place not being less than five million pounds.
- 4.2 If the Company's and/or the Auditor's performance of any of its or their obligations under this Agreement are prevented or delayed by any act or omission by the Applicant or failure by the Applicant to perform any relevant obligation (Applicant Default):
  - 4.2.1 the Company shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Applicant remedies the Applicant Default, and to rely on the Applicant Default to relieve it from the performance of any of its obligations to the extent the Applicant Default prevents or delays the Company's performance of any of its obligations;
  - 4.2.2 the Company shall not be liable for any costs or losses sustained or incurred by the Applicant arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 4.2; and
  - 4.2.3 the Applicant shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Applicant Default.

## **5 Accreditation Fees and Payment**

- 5.1 The Accreditation Fees for the Services shall be as set out in Schedule 1.
- 5.2 The Applicant shall pay the Accreditation Fees to the Company as follows:
  - 5.2.1 invoices are due for payment 30 days from the date of the invoice (including Revisit fees);
  - 5.2.2 payment must be in full and in cleared funds to a bank account nominated in writing by the Company.
- 5.3 All amounts payable by the Applicant under this Agreement are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under this Agreement by the Company to the Applicant, the Applicant shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.4 Without limiting any other right or remedy of the Company, if the Applicant fails to make any payment due to the Company under this Agreement by the due date for payment (Due Date), the Company shall have the right to charge interest on the overdue amount at the rate of three per cent per annum above the then current base rate of HSBC accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 5.5 The Applicant shall pay all amounts due under this Agreement in full without any deduction or withholding except as required by law and the Applicant shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The Company may, without limiting its other rights or remedies, set off any amount owing to it by the Applicant against any amount payable by the Company to the Applicant.
- 5.6 The Applicant acknowledges that no Accreditation Certificates shall be issued by the Company until all amounts due to it by the Applicant have been received in accordance with clause 5.2.2.
- 5.7 Time for payment shall be of the essence of this Agreement.

## **6 Intellectual Property Rights**

- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Company.
- 6.2 The Applicant acknowledges that, in respect of any third party Intellectual Property Rights, the Applicant's use of any such Intellectual Property Rights is conditional on the Company obtaining a written licence from the relevant licensor on such terms as will entitle the Company to license such rights to the Applicant.
- 6.3 All Company Materials are the exclusive property of the Company.

## **7 Confidentiality**

A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under this Agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 7 shall survive termination of the Agreement

# IRTE Workshop Accreditation Terms and Conditions

## 8 Limitation of Liability: THE APPLICANT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 8.1 Nothing in this Agreement shall limit or exclude either party's liability for:
- 8.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
- 8.1.2 fraud or fraudulent misrepresentation.
- 8.2 Subject to clause 8.1:
- 8.2.1 Neither party shall in any circumstances whatsoever be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement; and
- 8.2.2 Each party's total liability to the other in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £300,000.
- 8.3 Except as set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.
- 8.4 This clause 8 shall survive termination of the Agreement.

## 9 Termination

- 9.1 Without limiting its other rights or remedies, each party may terminate the Agreement with immediate effect by giving written notice to the other party if:
- 9.1.1 the other party commits a material breach of this Agreement and (if such a breach is remediable) fails to remedy that breach within 10 Business Days of that party being notified in writing of the breach;
- 9.1.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 9.1.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 9.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 9.1.5 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 10 Business Days;
- 9.1.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- 9.1.7 a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 9.1.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 9.1.9 any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.1.2 to clause 9.1.8 (inclusive);
- 9.1.10 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 9.2 Without limiting its other rights or remedies, the Company may terminate this Agreement with immediate effect by giving written notice to the Applicant if the Applicant fails to pay any amount due under this Agreement on the due date for payment.
- 9.3 Without limiting its other rights or remedies, each party shall have the right to terminate the Agreement by giving the other party 20 Business Days written notice.
- 9.4 Without limiting its other rights or remedies, the Company shall have the right to suspend provision of the Services under the Agreement or any other contract between the Applicant and the Company if the Applicant becomes subject to any of the events listed in clause 9.1.2 to 9.1.10, or the Company reasonably believes that the Applicant is about to become subject to any of them, or if the Applicant fails to pay any amount due under this Agreement on the due date for payment.

## 10 Consequences of Termination

On termination of the Agreement for any reason:

- 10.1.1 the Applicant shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Applicant immediately on receipt;
- 10.1.2 the Applicant shall return all of the Company Materials which have not been fully paid for. If the Applicant fails to do so, then the Company may enter the Applicant's premises and take possession of them. Until they have been returned, the Applicant shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement;
- 10.1.3 the Applicant shall immediately return the Accreditation Certificate which shall be deemed withdrawn;
- 10.1.4 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry; and
- 10.1.5 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## 11 Data Protection

The Applicant acknowledges and agrees that details of the Applicant's name, address, Accreditation status and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of the Company in connection with the Services and available on the Company's website.

## 12 General

### 12.1 Force majeure:

12.1.1 For the purposes of this Agreement, Force Majeure Event means an event beyond the reasonable control of the Company including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

12.1.1 The Company shall not be liable to the Applicant as a result of any delay or failure to perform its obligations under this Agreement as a result of a Force Majeure Event.

12.1.1 If the Force Majeure Event prevents the Company from providing any of the Services for more than twelve weeks, the Company shall, without limiting its other rights or remedies, have the right to terminate this Agreement immediately by giving written notice to the Applicant.

### 12.2 Assignment and subcontracting:

12.2.1 The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party or agent.

12.1.2 The Applicant shall not, without the prior written consent of the Company, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement.

### 12.3 Notices:

12.3.1 Any notice or other communication required to be given to a party under or in connection with this Agreement shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.

12.3.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.

12.3.3 This clause 12.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Agreement shall not be validly served if sent by e-mail.

### 12.4 Waiver:

12.4.1 A waiver of any right under the Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

12.4.2 Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

### 12.5 Severance:

12.5.1 If a court or any other competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

12.5.2 If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

12.6 **No partnership:** Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

12.7 **Third parties:** A person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

12.8 The right of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement is not subject to the consent of any person that is not a party to this agreement.

12.9 **Variation:** Except as set out in this Agreement, any variation, including the introduction of any additional terms and conditions, to this Agreement, shall only be binding when agreed in writing and signed by the Company.

12.10 **Governing law and jurisdiction:** This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

## Schedule 1

### Accreditation Fees

- For the Audit of the site(s) under the IRTE Workshop Accreditation fees (excluding VAT) are as follows:

Band A: 5 workshops or less £775 per audit

Band B: 6 - 30 workshops £735 per audit

Band B: 31 workshops plus £695 per audit

- For a Revisit after service of a Revisit Notification, please refer to prices on the website [www.irteworkshop.org.uk](http://www.irteworkshop.org.uk)

Signed by  
for and on behalf of the Applicant

.....  
Director/Authorised Signatory

Signed  
for and on behalf of IRTE Services Limited

.....  
Director/Authorised Signatory

This Agreement has been entered into on the date stated at the beginning of it.