

## CONSIDERATE CONSTRUCTORS SCHEME STANDARD TERMS AND CONDITIONS OF BUSINESS (TERMS)

### 1. Introduction

In these Terms references to:

- 1.1 **we, our, or us** means Considerate Constructors Scheme Limited, whose registered office is at The Building Centre, 26 Store Street, London WC1 7BT (company registration number 3465121), incorporated in England Wales (VAT Registration number: 807 1629 35);
- 1.2 **you, your or Company** means the person(s) or body (incorporated or unincorporated) which applies for Registration;
- 1.3 **Award** means any award which we may, at our discretion, give from time to time in recognition of performance;
- 1.4 **Fees** means the fees payable by you to us on the terms set out here;
- 1.5 **Monitor** means the individual(s) appointed by us at our discretion for the purpose of monitoring under the Scheme;
- 1.6 **Premises** means any construction site, office or depot which is subject to Registration;
- 1.7 **Registration** means a Company or a Premise's new or continuing registration under the Scheme;
- 1.8 **Registration Products** means the products to which you become entitled on Registration as set out in further detail [here](#);
- 1.9 **Report** means any report or other document (whether in hard or soft copy) prepared by us, the Monitor, our personnel, agents or representatives under the Scheme;
- 1.10 **Scheme** means the Considerate Constructors Scheme as administered by us and detailed on our Website; and
- 1.11 **Website** means [www.ccscheme.org.uk](http://www.ccscheme.org.uk) and all associated websites and web pages.

### 2. Application for Registration

- 2.1 Prior to any Registration you will complete the appropriate registration form available [here](#).
- 2.2 At the time you submit the registration form and during the Registration you warrant, represent and undertake to us that you:
  - 2.2.1 are authorised to submit the registration form on behalf of, and to bind, the Company;
  - 2.2.2 have completed the registration form comprehensively and accurately;
  - 2.2.3 will promptly notify us of any changes to the details included in the registration form via the registration portal [here](#);
  - 2.2.4 have appointed, or will promptly appoint, competent and suitably skilled representatives to act as your principal point of contact with us, and provide us with up-to-date contact details of such representatives or their replacements; and

2.2.5 will provide us with completion dates for any Premises and keep them up-to-date.

### **3. Monitoring and Reports**

- 3.1 Once we have received both your completed registration form in accordance with clause 2.1 and the Fees in accordance with clause 8, we will:
- 3.1.1 dispatch to you the Registration Products;
  - 3.1.2 appoint the Monitor and notify you of their appointment; and
  - 3.1.3 notify you of the estimated visit date of the Monitor to the Premises.
- 3.2 You will facilitate, and make all personnel, agents or representatives reasonably required by us available for, visits by the Monitor four weeks either side of the estimated date notified to you in accordance with clause 3.1.3.
- 3.3 If any scheduled Monitor visit is cancelled by you on less than ten days' notice, we will be entitled to charge you an additional fee to be calculated in accordance with the terms set out here. In exceptional circumstances and at our discretion we may waive such additional fee.
- 3.4 You acknowledge that:
- 3.4.1 we will be entitled to replace the Monitor at our discretion at any time during the Registration;
  - 3.4.2 we are entitled to conduct the monitoring visits in person, remotely and/or via a mix of both;
  - 3.4.3 the content of the Monitor's Report and any rating or scoring is entirely at the Monitor's discretion having due regard for the Code of Considerate Practice, the Code of Considerate Practice Checklist and any other Scheme guidance issued or updated by us from time to time; and
  - 3.4.4 the criteria set out in the Code of Considerate Practice, the Code of Considerate Practice Checklist and any other guidance as updated are only indicative of the matters that the Monitor will consider and will in no way restrict the Monitor's discretion with respect to a Report.
- 3.5 If, when completing the registration form, you notify us that you are applying at your client's request, we will automatically provide a copy of any Report to your client in accordance with the details provided by you.
- 3.6 If you have any concerns with a Report you should refer to "Monitor's Report concerns" available [here](#).
- 3.7 If you require replacement or additional Registration Products, you can purchase these via the registration portal [here](#).
- 3.8 Where you have informed us that a Premises is "On Hold" (i.e. the Premises is not operational and cannot be visited by the Monitor), the Premises may be kept "On Hold" for the period specified in writing at the commencement of the Registration, following which the Registration will immediately terminate in respect of that Premises, and you must submit a new registration form to us.

### **4. Your obligations and entitlements**

- 4.1 On Registration, you will be entitled to receive the appropriate Registration Products and to display such Registration Products at the Premises for the

duration of the Registration in accordance with these Terms and under guidance from us.

- 4.2 You warrant, represent and undertake to us that:
- 4.2.1 you are entitled to enter into this agreement with us in accordance with these Terms;
  - 4.2.2 you have complied and continue to comply with all applicable laws relating to the activities of the Company and the Premises;
  - 4.2.3 you will ensure that adequate public liability insurance is maintained at all times to cover any of your liabilities; and
  - 4.2.4 any information provided by you, your personnel, agents or representatives to us in relation to or in connection with the Company and the Premises is accurate, and that you will notify us promptly of any changes to such information.
- 4.3 During the Registration you will:
- 4.3.1 immediately advise us of any change of ownership or control of the Company or the Premises, whether this is of the immediate owner or of a parent organisation;
  - 4.3.2 promptly notify us of any material regulatory breach or investigation relating to you or the Premises about which you are notified (including, without limitation, notification you receive of any prosecution or fine, prohibition notice, improvement notice or other regulatory letter or notice);
  - 4.3.3 co-operate with us at all times and comply with our reasonable instructions and requests;
  - 4.3.4 supply to us promptly via the persons identified at clause 2.2.3 any information requested by us relating to the Company or the Premises;
  - 4.3.5 grant us access to the Premises for the purposes of any inspection or visit which we wish to carry out in connection with the Registration or Scheme;
  - 4.3.6 promptly act on any third-party complaint received through us about the Company or Premises and take appropriate remedial action, such remedial action to include, without limitation, your issuing an acknowledgement to the complainant within 24 hours and aiming to conclude the remedial action within ten working days in accordance with our complaints procedure [here](#);
  - 4.3.7 allow us to list the Company or Premises on a section of our Website providing information about the performance of the Company or Premises against the Code of Considerate Practice, as well as any relevant comments we may wish to make at our discretion; and
  - 4.3.8 not share the content of a Report with other organisations without our prior written consent, provided always that a Report may be shared without consent with existing clients and regulatory bodies as part of any regulatory investigation to which you or the Premises are subject.

## **5. Delivery of Registration Products**

- 5.1 We will dispatch Registration Products to you within five working days of our approval of the registration form and our receipt of the applicable Fees (whichever is later).
- 5.2 You are responsible for providing accurate and comprehensive information via the registration portal [here](#) to be included in Registration Products and for the purposes of delivery to you. Any errors or omissions made, for example related to specifically printed material or delivery details, will be rectified at your expense.
- 5.3 We will charge for delivery of Registration Products at the rate set out here.

## **6. Intellectual Property and use of our logos**

- 6.1 You acknowledge that we or our licensors retain all intellectual property rights, including, without limitation, copyright and related rights, trade marks, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, rights in confidential information and all similar or equivalent rights or forms of protection in and in respect of:
  - 6.1.1 any and all Reports, texts, photographs or materials that we, the Monitor, our personnel, agents or representatives produce, generate or capture; and
  - 6.1.2 our logos.
- 6.2 We grant to you for the duration of the Registration a limited, non-exclusive, terminable, non-transferable and non-sub licensable licence to use:
  - 6.2.1 our Reports for the sole purpose of complying with the Scheme and the Registration in accordance with these Terms; and
  - 6.2.2 our logos in accordance with these Terms and the “Logo Usage Policy” available [here](#).
- 6.3 You grant to us and our assignees or licensees an irrevocable, non-exclusive, royalty free, sub-licensable, transferable, licence to store, use, merge, modify, publish and reproduce in any and all media any details, data, information and/or photographs provided by you or on your behalf to us, the Monitor, our personnel, agents or representatives for the purposes of administering the Registration and conducting and promoting the Scheme.
- 6.4 You acknowledge that we will be free to publish or otherwise make public a Report, provided always that we will use reasonable endeavours to consult with you in advance of publication.
- 6.5 You warrant, represent and undertake to us that any intellectual property rights that you licence or grant to us under clause 6.3 above do not infringe the rights of any third party. You will indemnify us against all losses, costs, expenses, damages or claims we incur resulting from any third party claim of intellectual property rights infringement resulting from our use of such intellectual property rights in accordance with these Terms.

## **7. Limitations of liability**

- 7.1 This clause 7 sets out the limitations of our liability to you.
- 7.2 Nothing in these Terms will or will be deemed to exclude our liability for death or personal injury resulting from negligence, for fraud or for any other liability which cannot be excluded or limited under applicable law.

- 7.3 Whilst we will use all reasonable endeavours to ensure the accuracy of any Report compiled by the Monitor, we will not be responsible for any errors or omissions in a Report, and we will not be liable for any loss, damage, cost or expense incurred by you as a result of any such error, the publication of a Report, the reliance of any third party on the contents of a Report or non-publication of a Report. We will, as a matter of goodwill, take all reasonable steps to rectify any errors made.
- 7.4 In no circumstances will we be liable for any loss, damage, cost or expense suffered by you, your personnel, agents or representatives, whether suffered directly or indirectly, whether immediate or consequential, and whether arising in contract, tort (including negligence and breach of statutory duty) or otherwise, which falls within any of the following categories:
- 7.4.1 loss of profit (whether considered as a direct or indirect loss);
  - 7.4.2 loss of goodwill or damage to reputation;
  - 7.4.3 loss of business or business opportunity;
  - 7.4.4 loss of contracts;
  - 7.4.5 loss of revenues;
  - 7.4.6 loss of anticipated savings;
  - 7.4.7 loss or corruption of data;
  - 7.4.8 loss owing to increased costs or expenses (including, without limitation, construction costs);
  - 7.4.9 loss owing to any refusal or withdrawal of, or alteration to, the Registration;
  - 7.4.10 loss owing to the publication or non-publication of a Report;
  - 7.4.11 loss or liability which arises following any industry or regulatory investigation, sanction or penalty imposed on the Company or the Premises; or
  - 7.4.12 loss for any special, indirect or consequential damage of any nature (even if we were aware of the circumstances in which such damage could arise).
- 7.5 Without prejudice to clause 7.2 to 7.4 (inclusive), our aggregate liability to you with regard to any claim or series of connected claims, whether arising from or in connection with these Terms or any collateral contract, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, will be limited to the amount of the Fees paid or payable by you to us which are attributable to the specific Premises or Company whichever is lower concerned by the claim in the six months preceding the claim.
- 7.6 At all times we reserve the right to make further inspections of the Premises with any of our Monitors. If, following such inspection or otherwise, we, at our sole and absolute discretion, alter or withdraw the Registration, including any rating or scoring, you agree to observe and be bound by such decision.

## **8. Fees and payment terms**

- 8.1 You will pay to us the Fees and any additional fees and expenses which may be chargeable on the terms set out here and in this clause 8.

- 8.2 All amounts are exclusive of Value Added Tax, which, if applicable, will be added to all invoices at the appropriate rate.
- 8.3 We will submit proforma invoices for the Fees and any other fees and expenses to you in advance, and such invoices will be payable by you immediately. We will issue receipted invoices to you following our receipt of payment.
- 8.4 All amounts due under these Terms will be paid in full without any set off, deduction or other withholding whatsoever.

## **9. Refund policy**

All Fees and amounts paid to us are non-refundable except that where either party terminates a Registration under clause 11.2 we may make a limited refund to you as follows:

- 9.1 if termination takes effect prior to the dispatch of any Registration Products and any Monitor visit, we will refund all Fees received by us from you; or
- 9.2 if termination takes effect after dispatch of any Registration Products but prior to any Monitor visit, we will refund you a reduced amount of the Fees on the terms set out here.

## **10. Changes to Fees and other documentation**

We reserve the right at any time on notice to you to revise and/or update the following at our absolute discretion and you agree to be bound by such updates:

- 10.1 the Fees and the terms set out here;
- 10.2 these Terms;
- 10.3 the “Communications, Branding and Logo Usage Guidelines”;
- 10.4 the “Appeals Process”;
- 10.5 the “Non-Conformance Policy”;
- 10.6 the “Privacy Policy”; and
- 10.7 any other policies or procedures referred to in these Terms.

## **11. Commencement of Registration and Termination**

- 11.1 Once we have approved your registration form and have received all applicable Fees (whichever is later), a binding agreement will be formed between you and us and the Registration will immediately commence. Your Registration will continue until completion of the Registration duration specified at the commencement of Registration. You may be entitled to apply to extend your Registration beyond the duration specified by accessing the registration portal [here](#) and updating the relevant dates and paying the applicable Fees.
- 11.2 Either party may terminate the Registration for convenience at any time on no less than 30 days' written notice to the other party.
- 11.3 We may suspend a Registration immediately on written notice for any reason, including if:
  - 11.3.1 you fail to pay any amount due to us with 14 days of the due date;
  - 11.3.2 you fail to correct any unacceptable performance as indicated in a Report in accordance with the “Non-Conformance Policy” [here](#);
  - 11.3.3 you fail to satisfactorily deal with a complaint notified to you by us in the time period specified by us.

- 11.4 We may terminate a Registration immediately on written notice to you if:
- 11.4.1 you are in material or persistent breach of any other provisions of the Registration and the breach, if capable of remedy, has not been remedied within 30 days of service of notice requiring the breach to be remedied. You acknowledge that failure to remedy any of the breaches set out in clause 11.3 within the applicable periods will amount to a “material” breach for the purpose of this clause;
  - 11.4.2 you enter into administration, liquidation other than a voluntary liquidation for purposes of reconstruction or if a manager, receiver, administrator or encumbrancer takes possession of or is appointed over the whole or a substantial part of your assets; you enter into an arrangement or composition with or for the benefit of your creditors (including any voluntary arrangement); a petition is presented or a meeting is convened for the purpose of making an administration order relating to you; or if you cease to carry out your business or become insolvent;
  - 11.4.3 in our reasonable opinion, you bring our or the Scheme’s reputation into disrepute, including, without limitation, by means of your regulatory failure; or
  - 11.4.4 there is any change in ownership or control of the Company or Premises, whether this is in relation to the immediate owner or any parent organisation.

## **12. Consequences of termination**

- 12.1 Termination of a Registration, howsoever caused, is without prejudice to any right or liabilities then accrued, including, without limitation, our rights to any Fees or other amounts which have been invoiced and in relation to which payment has not been received.
- 12.2 On termination of a Registration, howsoever caused, you will immediately, at your own expense:
- 12.2.1 pay any outstanding Fees or amounts;
  - 12.2.2 make no further representation, in any form other than a previous Award logo, that you or the Premises have or have had a valid Registration;
  - 12.2.3 remove all Registration Products from the Premises and return them to us, or, at our request, responsibly dispose of them;
  - 12.2.4 make no further use of, and withdraw from circulation or display, any hard copy or electronic documents or other materials (including, but not limited to, headed writing paper, promotional brochures and websites) showing our logos or otherwise, excepting display of a previous Award logo indicating an existing or past Award in accordance with the “Logo Usage Guidelines” [here](#); and
  - 12.2.5 return any confidential information which is in hard copy form and delete electronic information comprising the same from its systems to the extent technically and legally practicable and, if requested by us certify in writing that it has done so within 30 days of the date of termination.

- 12.3 You have the right to initiate the Scheme's appeal process (as detailed [here](#)). The right of appeal provided for in this clause 12.3 will only be available to you following termination of the Registration following failure to correct any unacceptable performance as indicated in a Report in accordance with the "Non-Conformance Policy" [here](#). An appeal made under this clause 12.3 must follow the Scheme's appeals process (as detailed [here](#)).
- 12.4 On termination of the Registration, howsoever caused:
- 12.4.1 subject to the right to display a previous Award logo indicating an existing or past Award in accordance with the "Logo Usage Guidelines", the licence granted to you under clause 6.2 will immediately cease; and
- 12.4.2 the licence granted to us under clause 6.3 will continue, provided always that our use will be limited to explaining on our Website that the Registration has ceased and giving reasons for this.

### **13. Confidentiality**

- 13.1 Each party undertakes to treat as strictly confidential information and refrain from using any information obtained as a result of entering into these Terms which relates to the other party's business, affairs, customers, clients or suppliers, except as permitted by paragraph 13.2 and 13.3.
- 13.2 You and we may disclose or use information which would otherwise be confidential if and to the extent that:
- 13.2.1 it is required by a court of competent jurisdiction, the law of any relevant jurisdiction or by any securities exchange or regulatory or governmental body to which either party is subject provided that, where permitted, the disclosing party provides as much notice as possible of the intended disclosure to the other party and the basis for it and assists the other party in taking steps to avoid or reduce the disclosure required;
- 13.2.2 such information was at the time of disclosure or has subsequently become public knowledge other than by reason of the disclosing party's neglect or breach of the restrictions set out in this or any other agreement; or
- 13.2.3 the non-disclosing party has given prior written approval to the disclosure.
- 13.3 We may use certain of your confidential information to create aggregated, non-identifiable data for use as part of publicly-disclosed sector-wide reporting and trend analysis.

### **14. Data Protection**

- 14.1 Each party will comply with all applicable requirements of applicable data protection legislation, including, without limitation the UK GDPR (as defined in the Data Protection Act 2018).
- 14.2 We will process all personal data we receive or access in accordance with our Privacy Policy as available [here](#).



## **15. Miscellaneous**

- 15.1 You will not, without our prior written consent, assign, transfer, charge, mortgage, subcontract or deal in any manner with all or any of your rights or obligations under a Registration.
- 15.2 We may at any time assign, transfer, charge, mortgage or deal in any other manner with all or any of our rights under a Registration and may subcontract or delegate in any manner any or all of our obligations under a Registration to any third party or agent.
- 15.3 No person who is not a party to a Registration will have any right to enforce it pursuant to a Registration (Rights of Third Parties) Act 1999.
- 15.4 We will have no liability to you under a Registration if we are prevented from or delayed in performing our obligations, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving our workforce or that of any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, terrorism, malicious damage, unforeseeable disease, epidemics or pandemics (including any unforeseeable escalation of the existing Covid-19 disease), compliance with any new or amended law or governmental order, rule, regulation, direction or advice, accident, breakdown of plant or machinery, fire, flood, storm, or default or non-performance of suppliers or sub-contractors, provided that you are notified of such an event and its expected duration.
- 15.5 If any provision of these Terms is or becomes illegal, invalid or unenforceable under the law of any jurisdiction, that will not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of these Terms, or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these Terms.
- 15.6 Subject to our right under clause 10, no variation of these Terms will be valid unless it is in writing and signed by each of you and us.
- 15.7 A waiver of any right under this is only effective if it is in writing. No failure or delay by a party in exercising any right or remedy under these Terms or by law will constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise.
- 15.8 These Terms constitute the whole agreement between you and us and supersede all previous agreements between you and us relating to its subject matter. You and we acknowledge that, in entering into these Terms, we and you have not relied on, and will have no right or remedy in respect of, any statement, representation, misrepresentation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these Terms. Nothing in this clause 15.8 will limit or exclude any liability for fraud.
- 15.9 Nothing in these Terms is intended to, or will be deemed to, constitute a partnership or joint venture of any kind between you and us, or constitute either party the agent of the other party for any purpose. Neither party will have authority to act as agent for, or to bind, the other party in any way.

## **16. Governing law and jurisdiction**

- 16.1 These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales.

16.2 Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).

THESE TERMS ARE SUBJECT TO REVIEW FROM TIME TO TIME AND MAY BE UPDATED BY CONSIDERATE CONSTRUCTORS SCHEME LIMITED AT ITS DISCRETION.