

Terms and Conditions of Contract

Data Privacy Statement

Last Revised – 21st December 2018

These are intended for suppliers and their users.

Terms and Conditions of Contract
Last Revised 21st December 2018

PQS

PQS Pre-Qualification-Scheme (referred to as "PQS").

Definitions

Buyer – any organisation that has a supply chain that has been approved by PQS as a Registered Buyer to access and manage suppliers within the PQS Portal. A Buyer may also be a Supplier.

Supplier – any organisation that applies to become PQS Health & Safety Approved.

User – an individual who accesses the PQS Portal.

Overview

PQS performs health and safety assessments of suppliers; and provides a portal for buyers to manage their supply chain.

Buyers – Buyers use the portal to source, pre-qualify, maintain approved lists, and manage supplier performance. Buyers register an interest to become a PQS Registered Buyer. Approval as a Registered Buyer involves the acceptance of the Terms and Conditions that are relevant at the time of use of the portal.

Suppliers – Suppliers become PQS Health & Safety Approved following an assessment based on the SSIP Core Criteria. The SSIP Core Criteria will be used as the basis of assessment regardless if suppliers are domiciled outside of the UK.

Specific terms and conditions for Suppliers are included in Schedule 1.

Authorised Users – Buyers and Suppliers can allocate users within their own organisation to access the PQS portal. Users are required to confirm they accept the User Terms and Conditions prior to accessing the PQS portal. PQS reserves the right to block or suspend access to all or any Authorised Users who breach the terms and conditions or are suspected of doing so. PQS reserves the right to block or suspend any User at its complete discretion.

The display of services on the PQS website is only an invitation to treat.

Terms and Conditions

(1) Introduction

These terms of use govern your use of our website and portal; by using our website and portal, you agree to these terms of use in full. If you disagree with these terms of use or any part of these terms of use, you must not use our website and portal.

Our website uses cookies. By using our website and agreeing to these terms of use, you consent to our use of cookies in accordance with the terms of our privacy policy.

(2) Licence to use website

Unless otherwise stated, PQS owns the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, use export features, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms of use.

You must not:

- (a) republish material from this website (including republication on another website);
- (b) sell, rent or sub-license material from the website;
- (c) show any material from the website in public;
- (d) reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- (e) edit or otherwise modify any material on the website; or
- (f) redistribute material from this website.

PQS reserves the right to reject any application to join from Buyers, Sellers or Authorised Users without providing a reason for such rejection notwithstanding the processing of payments in relation to the application. No user is deemed to have been accepted until they have received confirmation of such acceptance. Any payments made prior to acceptance in relation to an application that is subsequently rejected will be repayable within 14 days.

PQS does not support older internet browsers (e.g. Internet Explorer 8).

(3) Acceptable use

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including, without limitation, scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.

You must not use our website to transmit or send unsolicited commercial communications.

You must not use our website for any purposes related to marketing without our express written consent.

(4) Restricted Access

Access to certain areas of our website is restricted. We reserve the right to restrict access to other areas of our website, or indeed our whole website, at our discretion either temporarily or permanently to one or more Users.

If we provide you with or you generate a user ID and password to enable you to access restricted areas of our website or other content or services, you must ensure that the password is kept confidential.

You must notify us in writing immediately if you become aware of any unauthorised use of your account or password.

You are responsible for any activity on our website arising out of any failure to keep your password confidential and may be held liable for any losses arising out of such a failure.

You must not use any other person's user ID and password to access our website.

We may disable your user ID and password at any time in our sole discretion with or without notice or explanation.

(5) User Content

In these terms of use, "your content" means material (including, without limitation, text, images, audio material, video material and audio-visual material) that you submit to our website, for whatever purpose.

You grant to us permission for buyers and suppliers to access your published profile and assessment submissions.

You warrant and represent that your content will comply with these terms of use.

Your content must not be illegal or unlawful, must not infringe any third party's legal rights and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).

You must not submit any content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

We reserve the right to edit or remove any material submitted to our website, or stored on our servers, or hosted or published upon our website.

Notwithstanding our rights under these terms of use in relation to your content, we do not undertake to monitor the submission of such content to, or the publication of such content on, our website.

Schedule 3 outlines acceptable files that the PQS Portal will accept.

(6) Limited warranties

We do not warrant the completeness or accuracy of the information published on this website; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

All Users are required to undertake their own necessary due diligence in relation to any representations made on the website and any statements that they are relying upon.

(7) Limitations and exclusions of liability

Nothing in these terms of use will:

- (a) limit or exclude our or your liability for death or personal injury resulting from negligence;
- (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or
- (d) exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in these terms of use: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under these terms of use or in relation to the subject matter of these terms of use, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any loss or corruption of any data, database or software.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

(8) Indemnity

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including, without limitation, legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms of use, or arising out of any claim that you have breached any provision of these terms of use.

(9) Breaches of these terms of use

Without prejudice to our other rights under these terms of use, if you breach these terms of use in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

(10) Variation

We may revise these terms of use from time to time. Revised terms of use will apply to the use of our website from the date of publication of the revised terms of use on our website.

(11) Assignment

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms of use without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms of use.

(12) Severability

If a provision of these terms of use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

(13) Exclusion of third party rights

These terms of use are for the benefit of the parties to the agreement, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms of use is not subject to the consent of any third party.

(14) Entire agreement

Subject to the first paragraph of Section 7, these terms of use, together with our privacy policy, constitute the entire agreement between you and us in relation to your use of our website and supersede all previous agreements in respect of your use of our website.

(15) Law and jurisdiction

These terms of use will be governed by and construed in accordance with English law, and any disputes relating to these terms of use will be subject to the exclusive jurisdiction of the courts of England and Wales.

(16) Our details

PQS Pre-qualification Scheme™

Our address is PQS, Tech Hub, 211 High Street, Swansea, SA1 1NW

You can contact us by email to enquiries@pqscheme.com

Schedule 1 – Supplier Specific Terms and Conditions

The primary route for becoming PQS Health & Safety Approved is via registering on the PQS website, paying the appropriate fee, and uploading appropriate evidence to allow for accreditation to be confirmed.

The alternative route for suppliers without internet access is to pay the appropriate fee, complete the hard copy questionnaire and submit information by post or email.

Three pathways exist for suppliers seeking to become PQS Health & Safety Approved:

- **Deem to Satisfy Route** - Holders of a valid SSIP approval as evidenced by SSIP Portal can apply via the deem to satisfy route.
- **Full Health & Safety Assessment (under 5)** - Suppliers (under 5 employees) who do not hold a valid SSIP approval can apply to become PQS Health & Safety Approved as a supplier with under 5 employees.
- **Full Health & Safety Assessment (more than 5)** - Suppliers (5 or more employees) who do not hold a valid SSIP approval can apply to become PQS Health & Safety Approved as a supplier with 5 or more employees.

When assessing organisations with less than 5 employees, PQS will accommodate organisations employing less than 5 persons, and will ensure that the Health & Safety management system being assessed is appropriate and applicable to the size of the organisation (noting that some suppliers may employ less than 5 directly, but use numerous 'labour only' staff in their workforce).

A supplier must complete their supplier profile prior to completing the assessment.

The assessment process starts upon receipt of the suppliers submission.

For full health & safety assessments, 12 month certification and approval shall be granted from the point the suppliers submission becomes compliant.

No assessment will commence until payment is received.

Full assessments will show an expiry date 12 months from the supplier being approved/compliant.

For deem to satisfy assessments, the expiry date will match the expiry date of the originating scheme certificate as detailed on the SSIP Portal. This may mean a shorter (less than 12 months) period of validity before expiry within the PQS Portal.

Renewal dates are associated with the expiry date of the previous approval.

Whilst the expiry date for full health & safety assessments will normally be 12 months from the original approval date, however it is recognised that on renewal, a renewal assessment may be completed in advance of the expiry date, to maintain concurrent approval without penalty to the supplier. In these circumstances the quoted expiry date may be up to 14 months from the original assessment date.

The fee to become PQS Health & Safety Approved will be as advertised. These will be renewable annually. Changes in fees will be notified in advance of any renewal date. PQS reserves the right to amend and alter renewal fees.

PQS will provide only online certificates available to download. If hard copy certificates are required these can be added into the basket at the Apply Stage.

PQS will provide a fast track assessment option where it will assess the application within 24 hours at an increased fee. If acceptable the certificate will be available to download immediately. The Fast Track route can be added into the basket at Apply Stage.

PQS has right to:

- Withdraw access either temporarily or permanently
- Restrict access
- Assess you as compliant or non compliant against the PQS Health and Safety approved standard
- Issue bulletins to all supplier contacts and users
- Blacklist or deny accreditation for 6 months if you do not disclose information on previous or pending prosecutions
- Automatically notify Buyers that certificates have expired
- Award PQS Health & Safety Approval pending confirmation from the HSE of history of enforcement action. Typically this would be completed during the assessment via the HSE prosecutions website. In situations where this portal is not available, initial searches shall be undertaken via search engines, and a check undertaken retrospectively once the HSE prosecutions website

is back functioning. Where the HSE website is down for prolonged periods, PQS may activate a freedom of information request to verify history of any enforcement action which may lead to retrospective withdrawal of approval if enforcement history and actions taken are not declared at the time of the assessment.

- Change its approach to verifying enforcement action at anytime to align with SSIP requirements.
- Remove Supplier from visibility to Buyers if the PQS Standard is not renewed (meaning paid for whilst application is being reassessed) within 30 days of expiry.
- Suspend a Supplier who have breached their terms and conditions, including but not limited to:
 - not renewing insurance details within 14 days of expiry
 - not maintaining information within the PQS Portal (e.g. insurance)
- Suspend or permanently remove a Supplier without any notice who breaches these terms and conditions, including non payment.
- Promote all suppliers who have become PQS Health and Safety Approved, using their name, testimonials and logo on website, social media, and other promotional material
- Validate and amend details in database to follow protocol
- Store private information and make available to other Approved Buyers (e.g. UTR, insurance)
- Provide access to the database to Buyers, Suppliers, Assessors, Reviewers, PQS Staff, and Affiliates.
- Suspend a Supplier who has not renewed their Insurance details within 14 days of expiry.
- Only accept file uploads in the formats specified in schedule 3
- Provide information of the Suppliers PQS Health & Safety Approval into the SSIP database for public access. For full assessments this will show an expiry date 12 months from the supplier being approved/compliant. For deem to satisfy assessments, the expiry date will match the expiry date of the originating scheme certificate as detailed on the SSIP Portal.
- Submit information about Buyers participation in PQS to Government
- Collaborate with Government to identify funding and business support opportunities for Buyers

PQS will not:

- Refund a supplier who at a stage later (either before, during, or after assessment) says they already have a certificate and want to gain accreditation via the deem to satisfy route.
- Refund a supplier who has paid/applied but has not submitted an assessment or met the PQS standards
- Refund a supplier who has requested a fast track option but has not met the PQS Standards and needs to provide further information
- Be obliged to visit you to discuss PQS prior to signing up, or to provide guidance, or to discuss your on-going use of PQS. This is an online subscription service.
- Be responsible for reminding suppliers of key information requiring update (e.g. insurances, etc)

Supplier must:

- Seek a refund within 30 days of purchase, provided they have not submitted an assessment or downloaded any resources (Guidance or Templates). Reminder emails will be issued by PQS. Requests for refunds should be made via email to enquiries@pqscheme.com
- Adopt protocol for company names, where a gap exists between any initials (e.g. A B C Scaffolding Ltd)
- Be aware of the Supplier T&Cs and the right of PQS to withdraw, suspend, and ban for a period time a Supplier
- Allow access for any external audit of PQS by UKAS, SSIP or any other related accreditation or certification organisation
- Utilise the resources available within Supplier Tools to communicate PQS status with stakeholders
- Remove use of all PQS logos when accreditation expires and is not renewed.
- Ensure Admin User will be an appropriate person able to maintain PQS Portal and handle any incoming communications from other Buyers and Suppliers.
- Obtain a PQS consent form is completed by an individual, if you intend submitting personal data or sensitive personal data relating to a member of staff. Personal or sensitive data includes but is not limited to:
 - the racial or ethnic origin of the data subject
 - his/her political opinions
 - his/her religious beliefs or other beliefs of a similar nature
 - whether he is a member of a trade union (within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992)
 - his/her physical or mental health or condition
 - his/her sexual life
 - the commission or alleged commission by him of any offence, or

- any proceedings for any offence committed or alleged to have been committed by him, the disposal
- of such proceedings or the sentence of any court in such proceedings
- national insurance number
- home address
- personal telephone number

Supplier must not:

- show or allow access to PQS to a third party service providers or competitors of PQS
- share or upload PQS documentation to the internet or document sharing sites
- authorise freelance consultants access to the PQS for monitoring performance
- access, duplicate, or replicate the PQS service and functionality
- take screen shots of the PQS database and use in presentations unless expressly permitted by PQS. PQS has right to refuse but can provide generic/approved screenshots.
- deviate from professional standards and adopt aggressive or abusive behaviour.
- use PQS logos on stationary, websites, vehicles or any where else once the certificate has expired and has not been renewed.

All resources in the Supplier Tools are intended for information purposes only, and should not be relied upon as best practice or for reference to the most up to date legislation and guidance, which may have been updated or repealed. Some publicly available guidance documents are examples of good practice.

All resources are available for use, but please ensure they are adequate, suitable and sufficient if adopted within your organisation. They do need to reflect your own organisation, its activities and risks.

Schedule 2 – User Specific Terms and Conditions

It is a condition of contract that registered users receive the relevant service emails (e.g. notifications of expiry, etc). Please refer to Privacy Statement.

Buyers and Suppliers can allocate users within their own organisation to access the PQS portal.

Users are required to confirm they accept the User Terms and Conditions prior to accessing the PQS portal.

PQS reserves the right to block or suspend access to all Authorised Users who breach the terms and conditions.

Schedule 3 – File Formats Accepted

Other

.rtf
.txt

Compressed Files

.Zip
.RAR

Adobe

.pdf

Publisher

.pub

Images

.emf
.wmf
.tif
.bmp
.png
.jpg
.gif

Powerpoint

.pptx
.pptm
.ppt
.pps
.odp

Word

.docx
.docm
.doc
.dot
.odt

Excel

.xlsx
.xls
.xml
.csv
.ods

DATA PRIVACY STATEMENT

Last Revised – 1st May 2018

Commitment Statement

PQS Pre-Qualification-Scheme is committed to protecting and respecting your privacy.

This policy (together with our terms and conditions and any other documents referred to in it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. It explains how we meet our responsibilities under Data Protection and GDPR law. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By registering and creating a PQS Account and using the PQS Service you are accepting and consenting to the practices described in this policy.

Definitions

PQS: The PQS portal and service – the service in its entirety.

Capabiliteez Ltd trading as PQS Pre-Qualification Scheme: The Company and its team providing the PQS Service.

Supplier: A user and/or an organisation who enters data into the PQS Portal via a PQS Account

Buyer: An Organisation and its employees that has access to data entered by Suppliers.

Primary Contact/Company Admin: The main point of contact between PQS and the Supplier. Normally the person who creates the PQS account, enters the supplier data into the PQS Portal, submits applications for assessment, requests to join Buyers lists, and accepts the terms and conditions of Buyers.

Users: Other users created by the Primary Contact/Company Admin who can use the PQS Portal

The following definitions of terms used support Article 4 of the European Union's General Data Protection Regulation (GDPR):

Personal Data: Any information relating to an identified or identifiable natural person ("Data Subject") who can be directly or indirectly identified.

Sensitive Personal Data: Personal data which are, by their nature, particularly sensitive in relation to fundamental rights and freedoms.

Data Controller: The natural or legal person, public authority, agency or any other body, which alone or jointly with others, determines the purposes and means of the processing of personal data.

Data Processor: The natural or legal person, public authority, agency or any other body, which processes personal data on behalf of the Data Controller.

Personal Data

PQS collects, stores and processes certain Personal Data for the performance of its business of collecting and disseminating pre-qualification and compliance information to registered Buyers. Data is also obtained from Suppliers about their employees and some 3rd party connected organisations.

PQS does not collect, store or process any Sensitive Personal Data as defined under the GDPR. As per our Terms and Conditions, it is the responsibility of the Supplier during an assessment to ensure documents including sensitive personal information are not uploaded as evidence unless appropriate redaction.

Wherever PQS collects, stores and processes Personal Data, PQS is the Data Controller as defined under GDPR.

Personal Data collected by PQS includes but may not be limited to:

- Supplier Primary Contact/Company Admin – Name; Email address; Phone number; Job title
- Supplier Users – Name; Email address; Phone number; Job title
- Other Supplier employees – Name; Email address; Phone number; Job
- 3rd Parties (eg H&S Consultant) – Name, Phone Number; Email address
- Buyer Users (e.g. internal staff, or agents such as insurance brokers) – Name; Email address; Phone number; Job title

Data Processing and Lawful Basis

GDPR requires organisations to have a 'lawful basis' for each purpose or process involving Personal Data. PQS processes the collected Personal Data in a number of different ways leading to a number of different lawful bases.

Process: Collection and dissemination of supplier pre-qualification and compliance information

Role: Data Controller

Lawful Basis: Legitimate Interest

It is the purpose of the PQS service to facilitate the efficient collection and dissemination of the data. It is in the best interests of both Suppliers and Buyers to achieve this through the PQS and Central Modules online portal. It is PQS's considered opinion that Suppliers will expect this to happen when they choose to use the PQS service (by creating a PQS account) and that processing the data in this way has a minimal impact on personal privacy.

Process: PQS system generated communications to Supplier Primary Contacts

Role: Data Controller

Lawful Basis: Contract

PQS have a contractual obligation to communicate Buyer information requests; account status and other system generated communications to suppliers organisations via the Primary Contact.

Process: PQS marketing emails

Role: Data Controller

Lawful Basis: Consent

Marketing emails will only be sent where unambiguous consent has been given.

Process: PQS news and bulletins

Role: Data Controller

Lawful Basis: Consent

Marketing emails will only be sent where unambiguous consent has been given.

Process: Buyer User Administration

Role: Data Controller

Lawful Basis: Legitimate Interest

PQS have a legitimate business need to know who is using our online portal and to be able to easily communicate with them regarding system administration; features and usage statistics. It is PQS's considered opinion that users will expect this to happen when they choose to use the PQS service (by accepting the PQS Terms and Conditions) and that processing the data in this way has a minimal impact on personal privacy.

Uses of the Data Provided

Information you give to us. We will use this information:

- to carry out our obligations arising from any contracts entered into between you and us and to provide you with the information, products and services that you request from us (including timely reminders of expiring and overdue assessment, insurance, etc)
- to provide you with information about other goods and services we offer that are similar to those that you have already purchased or enquired about;
- to provide you, or permit selected third parties to provide you, with information about goods or services we feel may interest you. Where we permit selected third parties to use your data, we (or they) will contact you by electronic means only if you have consented to this;
- to ensure that content from our site is presented in the most effective manner for you and for your computer.

Information we collect about you. We will use this information:

- to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- to improve our site to ensure that content is presented in the most effective manner for you and for your computer;
- to allow you to participate in interactive features of our service, when you choose to do so;
- as part of our efforts to keep our site safe and secure;
- to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you;
- to make suggestions and recommendations to you and other users of our site about goods or services that may interest you or them.

Information we receive from other sources.

We may combine this information with information you give to us and information we collect about you. We may use this information and the combined information for the purposes set out above (depending on the types of information we receive).

Disclosure of your Information

We may share your information with selected third parties including:

- Business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use; or to protect the rights, property, or safety of PQS, our customers, or others.

Your Rights

You have the right to ask us not to process your personal data for marketing purposes. We will only process your personal data for marketing purposes if we have your unambiguous consent. You can also exercise this right at any time by contacting us at our registered address or by email to enquiries@pqscheme.com

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

Information we collect about you. We will use this information:

- The right to be informed; This Data Privacy Statement informs you of data processing carried out by PQS
- The right of access; You can access the data we store about you either by logging on to your account or by sending us an information request
- The right to rectification; If your data is inaccurate, you may correct it either by logging on to your account or by sending us an update request
- The right to erasure; Data may be erased either by logging on to your account or by sending us a removal request. Data will be removed if there is no compelling reason (eg legal requirement) for it to be kept
- The right to restrict processing; You may request restricted processing beyond that available via your specified Preferences, however this may mean that consequently we are unable to continue to offer the PQS service to you.
- The right to object; You have the right to request your data be returned to you in a manner and format convenient to move to another electronic device or service.
- The right to rectification; You have the right to object to the way PQS handles and processes your Personal Data and to question our 'legitimate interest'. Upheld objections will result in PQS ceasing to process your Personal Data
- Rights in relation to automated decision making and profiling; PQS do not perform any automated decision making or profiling based on any Personal Data

Contact

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to:

The Data Manager
PQS Pre-Qualification Scheme
Tech Hub
221 High Street
Swansea
SA1 1NW

Or sent via email to: enquiries@pqscheme.com