

# TERMS & CONDITIONS

Rosewood Management Services Ltd, trading as RKMS Group (“RKMS”), provides consultancy services and related support under these Terms & Conditions.

## 1. DEFINITIONS

“RKMS” means Rosewood Management Services Ltd, trading as RKMS Group.

“Client” means the organisation receiving the Services.

“Services” means consultancy, training, and support services provided by RKMS, as defined in the relevant proposal or agreement.

“Certification Body” means an independent third-party organisation providing certification services.

“Service Period” means the period of Services defined in the Proposal, Order Confirmation, or any subsequent project extension, statement of work, or agreed service period (including implementation and ongoing maintenance periods).

“Agreement” means the agreement between RKMS and the Client incorporating these Terms & Conditions and the relevant proposal or service documentation.

“Scope” means the agreed scope of Services, including (where applicable) the relevant standards, activities, and locations or sites covered, as defined in the proposal or Service Period.

Words in the singular include the plural and vice versa.

Clause headings are for convenience only and shall not affect interpretation.

## 2. SCOPE OF SERVICES

2.1 RKMS provides consultancy and support services to assist the Client in developing, implementing, and maintaining management systems.

2.2 RKMS does not provide certification services.

2.3 The Services are limited to the agreed Scope as set out in the relevant proposal, agreement, or Service Period, including (where applicable) the specific standards, activities, and locations or sites covered.

2.4 RKMS shall use reasonable endeavours to meet agreed timelines, but time shall not be of the essence.

2.5 No proposal, quotation, or scope of work shall be binding on RKMS unless and until it has been accepted in writing by RKMS or the Services have commenced by RKMS. RKMS reserves the right to decline or withdraw any proposal at any time prior to such acceptance.

2.6 Any timelines for delivery of the Services shall be dependent on the Client providing all necessary information, access, and cooperation in a timely manner.

2.7 Except as expressly set out in these Terms, all warranties, conditions, and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

## 3. CERTIFICATION SUPPORT

3.1 As part of the Services, RKMS may:

- Provide advice on certification readiness;
- Support the Client in preparing for certification audits;
- Liaise with Certification Bodies on behalf of the Client;
- Assist in obtaining quotations and coordinating audit arrangements.

3.2 The Client may alternatively engage directly with a Certification Body without RKMS involvement.

3.3 RKMS is not responsible for the performance, conduct, or decisions of any Certification Body.

3.4 Any advice or information provided by RKMS is given in good faith based on the information available at the time. The Client remains responsible for its own decisions and for assessing the suitability and implementation of such advice.

3.5 Certification services are provided by independent Certification Bodies and are not services delivered by RKMS.

#### **4. CERTIFICATION**

4.1 Where the Client seeks certification, this must be undertaken through an independent Certification Body.

4.2 RKMS is not a party to any contract between the Client and a Certification Body.

#### **5. INDEPENDENCE OF CERTIFICATION**

5.1 All certification decisions are made solely by the Certification Body.

5.2 RKMS has no authority, control, or influence over certification outcomes.

5.3 The Client acknowledges that successful certification depends on the implementation, operation, and ongoing maintenance of the management system, as well as performance during audit.

#### **6. CERTIFICATION SUCCESS GUARANTEE**

6.1 The Certification Success Guarantee (“Guarantee”) applies only where:

- (a) it is explicitly included in the Client’s agreement or proposal; and
- (b) all fees have been paid in full.

6.2 The guarantee applies only where certification is undertaken through:

- (a) a Certification Body accredited by a member of Global Accreditation Cooperation Incorporated (formerly IAF); or
- (b) Certa Qualitas Certification Ltd.

##### **6.3 Scope of Guarantee**

The Certification Success Guarantee applies solely to the initial implementation of the management system for the specific standard(s) included within the relevant Service Period and the Client’s first certification audit for those standard(s).

For the avoidance of doubt, the guarantee does not apply to:

- (a) surveillance audits;
- (b) recertification audits;
- (c) any audits conducted after the initial certification decision;
- (d) any changes to the Client’s system, scope, or operations occurring after the initial certification audit;
- (e) the implementation of any additional standards, extensions, or modifications undertaken in a separate Service Period.

The guarantee applies only to the specific scope and standard(s) implemented during the relevant Service Period and not to the management system as a whole over time.

##### **6.4 Conditions**

The guarantee applies only where the Client:

- (a) implements and follows all procedures and systems developed or recommended by RKMS;
- (b) provides accurate, complete, and timely information;
- (c) completes, with support from RKMS where applicable, all activities necessary for certification readiness,

which may include internal audits and management review;  
(d) cooperates fully throughout the delivery of the Services and certification process.

## **6.5 Trigger**

The guarantee is triggered only where:

- (a) certification is not recommended at the initial certification audit; and
- (b) the primary cause of that outcome is a material error or omission by RKMS.

## **6.6 Remedy**

Where the guarantee applies, RKMS shall, as the Client's sole and exclusive remedy:

- (a) provide additional consultancy support at no additional cost; and
- (b) cover reasonable fees charged by the Certification Body for additional audit activities required solely to verify corrective actions relating to errors attributable to RKMS, up to a maximum of two such audit events.

## **6.7 Exclusions**

The guarantee does not apply where failure to achieve certification arises, in whole or in part, from:

- (a) failure by the Client to implement or follow the management system;
- (b) changes in scope, processes, or operations;
- (c) failure to complete required actions or activities;
- (d) actions or omissions of employees, subcontractors, or third parties;
- (e) regulatory or customer-specific requirements outside the agreed scope;
- (f) failure by the Client to disclose information relevant to its operations, scope, or compliance obligations;
- (g) failure to maintain or operate the management system following implementation.

## **6.8 Limitation**

This guarantee applies only to the initial certification outcome following implementation and does not extend to the ongoing maintenance, performance, or future certification status of the management system.

Nothing in this clause shall be construed as guaranteeing certification or limiting the independence of the Certification Body.

## **7. CLIENT RESPONSIBILITIES**

The Client shall:

- (a) implement recommendations made by RKMS;
- (b) maintain appropriate records and evidence;
- (c) ensure compliance with applicable laws and regulations;
- (d) provide access to personnel, systems, and information as reasonably required;
- (e) maintain the management system between audits;
- (f) disclose all information relevant to its operations, risks, and compliance obligations which may affect the management system or certification process;
- (g) provide reasonable cooperation, resources, and access to personnel, systems, and facilities as required for the delivery of the Services.

## **8. FEES AND PAYMENT**

8.1 Fees shall be as agreed in the applicable proposal or agreement.

8.2 All fees are payable in accordance with the agreed payment terms.

8.3 RKMS reserves the right to suspend the Services where payment is overdue.

8.4 Time for payment shall be of the essence.

8.5 Without prejudice to any other rights or remedies, RKMS reserves the right to:

- (a) charge interest on overdue amounts at a rate of 8% per annum above the Bank of England base rate, accruing daily from the due date until payment is made;
- (b) recover any reasonable costs incurred in collecting overdue payments;
- (c) suspend the provision of Services until all outstanding amounts are paid in full.

8.6 The Client shall not be entitled to withhold or set off any payments due to RKMS unless required by law.

8.7 Where Services are provided on an ongoing or staged basis, RKMS may invoice in instalments, and each invoice shall be payable in accordance with the agreed terms regardless of completion of other Services.

8.8 Unless otherwise stated, fees exclude reasonable travel, accommodation, and other out-of-pocket expenses, which shall be chargeable to the Client where applicable.

8.9 All fees are exclusive of VAT and any applicable taxes, which shall be payable by the Client at the prevailing rate.

8.10 RKMS reserves the right to adjust fees for future Service Periods to reflect changes in scope, requirements, or costs, subject to agreement with the Client.

8.11 Where the provision of Services is affected by any act, omission, delay, or failure by the Client (including failure to provide information, access, or cooperation), RKMS reserves the right to:

- (a) adjust timelines accordingly; and
- (b) charge for any additional time, costs, or resources reasonably incurred as a result.

8.12 Where payment is made by Direct Debit or other recurring payment method, the Client authorises RKMS to collect all fees due and to use third-party payment providers for processing such payments.

8.13 Where any payment is overdue, RKMS reserves the right to declare all outstanding fees under the relevant Service Period immediately due and payable.

## **9. LIABILITY**

9.1 RKMS shall not be liable for:

- (a) failure to achieve certification, except as expressly provided under Clause 6;
- (b) decisions made by Certification Bodies;
- (c) any indirect, consequential, or special losses, including loss of profit, loss of revenue, loss of business, or loss of opportunity.

9.2 RKMS's total aggregate liability arising out of or in connection with the Services, whether in contract, tort (including negligence), or otherwise, shall not exceed the total fees paid or payable by the Client to RKMS for the specific Service Period to which the claim relates.

9.3 Liability shall be assessed separately for each Service Period, and claims arising in one Service Period shall not increase or aggregate with liability in any other Service Period.

9.4 RKMS shall not be liable for issues arising in a Service Period which relate to Services delivered in a previous Service Period, except where such liability arises directly from Services performed in the current Service Period.

9.5 No claim may be brought more than twelve (12) months after the end of the relevant Service Period.

9.6 Where any issue arises in relation to the Services, RKMS shall have the right to remedy such issue through the provision of additional Services, which shall constitute the Client's primary remedy, subject to Clause 9.

9.7 RKMS shall not be liable for any issues, defects, or non-compliance arising from inaccurate, incomplete, or misleading information, instructions, or specifications provided by the Client.

9.8 The liability cap set out in Clause 9.2 shall apply to all claims arising within the relevant Service Period, whether arising from a single event or a series of related events.

9.9 Liability shall apply only to the specific Services provided within the relevant Service Period and shall not extend to services not included in the applicable Proposal.

## **10. INTELLECTUAL PROPERTY**

10.1 The Client shall own its management system and all records created in the course of using the Services.

10.2 All templates, documents, software, tools, and materials provided by RKMS (including those provided via issosmart) remain the intellectual property of Rosewood Management Services Ltd or its licensors.

10.3 The Client is granted a non-exclusive, non-transferable licence to use such materials for its internal business purposes only.

10.4 The Client shall not copy, distribute, resell, or make such materials available to any third party without prior written consent.

10.5 The Client warrants that any materials, information, or content provided to RKMS do not infringe the intellectual property rights of any third party and shall indemnify RKMS against any claims, losses, or expenses arising from any such infringement.

10.6 The Client's right to use any materials, documents, or outputs provided by RKMS is strictly conditional upon full payment of all fees due. Until such payment is made in full, the Client shall have no right to use, rely on, or implement any such materials, and RKMS reserves the right to require the Client to cease use immediately.

## **11. CONFIDENTIALITY**

Each Party shall keep confidential all information received from the other Party and shall not disclose such information to any third party without prior written consent, unless required by law.

## **12. DATA PROTECTION**

RKMS shall comply with applicable data protection legislation and shall act as an independent data controller in respect of its processing activities. The Client acknowledges that data may be shared with third parties, including issosmart and Certification Bodies, where necessary for the delivery of the Services.

## **13. UPDATES TO THESE TERMS**

13.1 These Terms may be updated from time to time to reflect changes in law, regulation, accreditation requirements, or business operations.

13.2 Updated Terms shall apply to Services delivered after the date of such update.

13.3 Where any update materially affects the Client's rights or obligations in respect of ongoing Services, RKMS shall provide reasonable notice.

13.4 If the Client reasonably objects to a material change and the Parties cannot agree an alternative, the Client may terminate the affected Service at the end of the current Service Period.

13.5 Minor or non-material updates may take effect immediately without notice.

13.6 Any updates shall not materially affect the Client's rights in respect of Services already contracted without the Client's agreement.

## **14. GENERAL**

14.1 These Terms shall apply to the exclusion of any other terms and conditions unless expressly agreed in writing by an authorised representative of RKMS.

14.2 RKMS acts as an independent contractor and not as an agent of the Client.

14.3 RKMS may subcontract or delegate the performance of any part of the Services, provided that RKMS shall remain responsible for such performance.

14.4 No failure or delay by RKMS in exercising any right or remedy shall constitute a waiver of that right or remedy.

14.5 RKMS shall not be liable for any failure or delay in performing the Services where such failure or delay results from events beyond its reasonable control, including but not limited to acts of God, strikes, industrial disputes, failure of utilities, or other events outside its control. In such circumstances, RKMS shall be entitled to suspend, delay, or adjust the provision of the Services for the duration of the relevant event. Where such circumstances continue for a prolonged period, RKMS may terminate the affected Services without liability.

14.6 The Client shall not, without the prior written consent of RKMS, directly or indirectly solicit or engage any employee, consultant, or contractor of RKMS involved in the delivery of the Services during the Service Period and for a period of twelve (12) months thereafter.

Where this clause is breached, RKMS reserves the right to charge a recruitment fee equivalent to 20% of the annual remuneration offered or £8,000 + VAT (whichever is greater).

14.7 If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

14.8 These Terms shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

14.9 The Client acknowledges that it has not relied on any statement, representation, assurance, or warranty not expressly set out in these Terms or the relevant agreement, and that these Terms together with the applicable proposal constitute the entire agreement between the parties.

14.10 The Client shall not, without the prior written consent of RKMS, directly or indirectly engage or procure services from any subcontractor, consultant, or third party introduced by RKMS in connection with the Services during the Service Period and for a period of twelve (12) months thereafter.

Where this clause is breached, RKMS reserves the right to charge a fee equivalent to 20% of the annual value of the engagement or £8,000 + VAT (whichever is greater).

## **15. CANCELLATION**

### **15.1 Consultancy Services**

(a) Once a Service Period has commenced, the Services may not be cancelled except with RKMS's agreement, and fees for that Service Period are non-refundable unless otherwise agreed in writing.

(b) Where consultancy sessions or days are booked:

- cancellations or rescheduling with less than seventy-two (72) hours' notice may be charged in full;
- RKMS reserves the right to charge for any costs incurred as a result of cancellation, including travel or accommodation.

(c) Failure by the Client to utilise booked Services does not relieve the Client of its payment obligations.

### **15.2 Ongoing or Subscription Services**

- (a) Where Services are provided on a recurring or subscription basis, they shall automatically renew for successive Service Periods unless terminated in accordance with agreed terms.
- (b) Unless otherwise agreed, notice of non-renewal must be provided at least thirty (30) days prior to the end of the relevant Service Period.
- (c) No refunds shall be provided for unused or partially used Services within a Service Period.

### **15.3 Suspension and Termination for Non-Payment**

RKMS may suspend or terminate the provision of Services where the Client fails to make payment when due, without liability to the Client.

#### 15.4 Effect of Cancellation

Cancellation or termination shall not affect:

- (a) any accrued rights or liabilities;
- (b) the Client's obligation to pay for Services already delivered or committed;
- (c) any minimum Service Period agreed.

#### 15.5 Termination for Breach or Insolvency

RKMS may suspend or terminate the provision of Services (in whole or in part) with immediate effect by written notice where the Client:

- (a) commits a material breach of these Terms and, where such breach is capable of remedy, fails to remedy it within a reasonable period following notice;
- (b) fails to make payment when due; or
- (c) becomes insolvent, enters into administration, liquidation, or any arrangement with creditors, or is otherwise unable to pay its debts as they fall due.

15.6 Termination of Services shall be subject to the applicable Service Period and Proposal.