



# Standard Licence Terms

April 2022 Version  
©CertiKit

## 1 About this document

This document sets out the terms of the licence which we grant in relation to any document toolkits, templates and other works by CERTIKIT (our "standard licence terms"). In consideration of our supplying the document toolkits, templates and other works and entering into any sale contract, and by downloading, opening, copying or doing anything else with any document toolkit, templates and other works supplied by CERTIKIT, you agree with us to, and you shall comply with, these standard licence terms. These standard licence terms apply to all document toolkits, templates and other works supplied by CERTIKIT on or after the version date stated above. Please note that we only offer licences in the English language. Nothing in these standard licence terms shall affect statutory rights of consumers, to the extent that they may not be limited or excluded by law.

## 2 About CertiKit Limited

CERTIKIT Limited is a company registered in England and Wales with company number 6432088. CERTIKIT Limited's VAT number is 925 6787 79.

## 3 Definitions

In this licence: "affiliate" means in relation to a party, any company that at any time either controls that party, is controlled by that party, or is controlled by any company that is also the controller of that party; "associate" means any person whom you, the licensee, permit, directly or indirectly, to rely on or benefit from the products, within the scope of the licence, including any affiliate or other person included at any time within the single management system as defined in clause 5; a company "controls" another company if it beneficially owns, directly, or indirectly through one or more other companies, more than 50% of the shares or other voting stock of that other company, allowing it to vote at general meetings of that other company on all or all substantial affairs of that other company; "evaluation licence" means the licence detailed in clause 4; "full licence" means the licence detailed in clause 5; "intellectual property rights" means copyrights, design rights, patent rights, trade marks, rights in databases, rights to confidentiality, know-how and privacy, and all other rights, in and to the products or any works forming part of the content of the products; "licence" means the evaluation licence or full licence as applicable; "product" means the document toolkits, templates and other works, or parts or samples thereof, which are supplied by us to which these standard licence terms have been applied by us, including any product supplied by us to you or to anyone purchasing them for you, and including any document toolkits, templates and other works provided by us for download, or which these standard licence terms accompany, or in which these standard licence terms are referenced or incorporated; "sale contract" means the contract (whether or not with you) under which we agreed to grant the licence or under which the products were supplied to which these standard licence terms were applied; "third party works" means any works included in the products, where the intellectual property rights in such works belong to a third party; "URL" or "link" means a uniform resource locator, being the address of a resource on a server connected to the internet, also known as a web address; "website" means each of our websites from time to time, and any content and services available through the same, including any website on which these standard licence terms appear, and any third party websites we use to provide on our

behalf any ordering or payment functionality through our website, or that otherwise host or provide on our behalf any services available through our website; "we", "us", "our" and "CERTIKIT" means CERTIKIT Limited; "you" and "your" and the "licensee" means, in the case of an evaluation licence the person to whom we have supplied the products, and in the case of the full licence, the person identified as the licensee under the associated sale contract; "works" includes textual, literary, dramatic, musical or artistic works, sound recordings, graphics, images, films and video.

## 4 Evaluation licence

If a full licence has not been purchased for the products by or for you, then you are hereby granted, on and subject to these standard licence terms, an evaluation licence, which means a non-exclusive licence to copy the products in their entirety, and not in part, for the sole purpose of reading their contents to evaluate them and decide whether or not to purchase a full licence from us. The evaluation licence shall commence as soon as the products are supplied or made available to you or any person obtaining them for you and may be terminated by us at any time by notice to you or any person obtaining them for you.

## 5 Full licence

### 5.1 Student licence

If you have purchased a full licence or a full licence has been purchased for you, then if you are a natural person, and did not purchase the licence for the purposes of your business, then we hereby grant to you, on and subject to these licence terms, a non-exclusive licence to copy, edit, and modify the products for your personal education only.

### 5.2 Single management system licence

Unless clause 5.1 applies, if you have purchased a full licence or a full licence has been purchased for you, then we hereby grant to you, on and subject to these licence terms, a non-exclusive licence to copy, edit, and modify the products for the purpose of your operating a single management system, which is a management system that operates based on a single set of policies and is subject to a single management review and internal auditing process, and so that if external certification is or were to be obtained, a single management system would equate to an individual certificate issued by a certifying body. In operating your management system, the management system must only cover your internal operations, and no-one else, except that you may choose also to apply one (but only one) of the following scenarios as well, if you meet the criteria stated for it below:

#### 5.2.1 Scenario 1: Shared single management system

If you are a company, you may operate a single management system that covers both your internal operations and those of any affiliate company. If you are a government authority, you may operate

a single management system that covers both your internal operations and those of any other government authority.

### 5.2.2 Scenario 2: Service providers

If you are a service provider providing managed services, then the single management system may either: (a) be for your all internal operations, including your internal operations that relate to the provision of such managed services to all your customers; or (b) be for your internal operations in so far as they relate to the provision of the managed services for a single customer or a defined group of customers.

## 5.3 Additional quantities

If you wish to operate additional single management systems, an additional full licence must be purchased for each such single management system.

## 5.4 Commencement

The full licence shall commence on delivery of the products under the sale contract, and shall continue without limit of time, but may be terminated in accordance with clause 8.

## 5.5 Entitlement to updates

The full licence also extends any updates to the product which we make and publish during the lifetime of the product or for as long as CertiKit continues trading, whichever is the sooner. This applies from and including the date of commencement of the licence, so that you will be entitled to be supplied a copy of these on request. However, all such updates shall together with the original product, be considered one product, and shall together still be used for the same single management system.

# 6 Licence conditions

The licence is granted subject to the following terms which you shall comply with, and each of which shall be a condition of and of the essence of the licence:

## 6.1 Restriction on use

You shall only exercise the licence for the purposes set out in clauses 4 and 5 you shall not do anything with the products outside the scope of the licence in clauses 4 and 5.

## 6.2 Use of other works

You shall comply with all other licences granted to you, and you shall not use any document toolkits, templates or other works supplied by us or made available by us, otherwise than under a licence granted by us.

## 6.3 Third-party works

Where any third party works are included in the products, such third party works: (a) may only be used, and shall only be used by you, within our products in the form in which they appear in our products; (b) shall not be modified or edited by you; (c) shall not be copied unless such copies are accompanied by all copyright and trade mark notices are supplied with them; and (d) shall only be used in accordance with the scope of licence which is granted by, and on the terms applied by, the third party that owns the intellectual property rights in the third party works, as such scope and terms may be detailed on our website or in these licence terms or otherwise notified to you, and as such scope and terms may be modified from time to time by that third party. As at the version date of these licence terms include the following:

### 6.3.1 British Standards

The following applies to any third party works which are extracts from British Standards (the "BSI Extracts"). With respect to the BSI Extracts your licence is limited by BSI to the following rights and subject to the following conditions (in addition to the other limits and conditions set out in these standard licence terms) to the following: (a) a right to install a single electronic copy of the BSI Extracts for use on a single computer; (b) a right to print off a single hard copy for your own, non-commercial purposes. and so that further reproduction of the single printed copy is not permitted; (c) under no circumstances may you reproduce the BSI Extracts in part or in whole, either in hard copy or electronically, including by electronic mail, even for internal use in the organisation, except within the rights under paragraphs (a) and (b) above.

### 6.3.2 AXELOS

The following applies to any third party works which are licensed to us by AXELOS Limited (<https://www.axelos.com/>) (the "AXELOS Works"): (a) you must not use the AXELOS Works in any way which (in the sole opinion of AXELOS) is unsuitable or inappropriate, or which would or might materially damage AXELOS reputation or image, or the reputation or image of the AXELOS Global Best Practice portfolio, or which would or might be regarded as constituting derogatory treatment of the AXELOS Works; (b) you must not modify the AXELOS Works and must reproduce the AXELOS Works in the colours, layouts, formats and size as found in the products, and in their manner and disposition as found in the products.

## 6.4 No assignment

You shall not and may not assign or transfer to any third party the benefit of the licence or any rights under or in relation to it, or purport to do so.

## 6.5 Sub-licensing

You shall not be permitted to sub-licence any of your rights under the licence, except that if you have purchased a full licence, you may sub-licence a third party to copy, edit and modify the products on your behalf as a service to you, as reasonably required in connection with your use of the products as permitted by the full licence. If you do sub-licence: you must ensure that the terms of any sub-licence are in writing and do not purport to grant greater rights than are permitted under this licence; no sub-sub-licensing shall be permitted; all acts and commissions of sub-licensees with respect to the products will be deemed to be your acts and omissions; you shall not grant a sub-licence to any person who is (or who has an affiliate that is) a competitor of ours; you shall confirm on request all sub-licences granted; and all sub-licences granted shall terminate automatically on termination or expiry of the full licence.

## 6.6 Confidentiality

You shall maintain strictly confidential the products, and you agree not to disclose the products to any third party, except that you if you have purchased a full licence may disclose your completed live document set based on the products as used in your single management system under clause 5.2 to: (a) any permitted sub- licensee under clause 6.5; (b) any third party certification authority to whom you reasonably need to disclose the same to provide evidence of your management system; and (c) any third party whom you include within your single management system in accordance with clause 5.2. You shall be answerable for all use made of the products, including by any third party to whom you give any copy of the products. You shall ensure that any such third party complies with these standard licence terms. You agree that any acts or omissions of any such third party with respect to our products shall be deemed to be acts and omissions of yours and that you shall have vicarious liability for them. If you disclose the products to a third party, then you must do so in a password protected PDF document which permits printing only and has all editing and copying permissions disabled and which is clearly identified as confidential information.

## 6.7 Acknowledgement of intellectual property right ownership

You acknowledge and agree that: all intellectual property rights in and to the products are and shall be and remain our sole and absolute property, and where stated in the product, that of any third party identified in the products with respect to any third party works included in the product; that nothing in the licence shall or is intended to effect an assignment of any title or interest (including legal or equitable) in or to such intellectual property rights to you or any third party, or any agreement to do the same; that the only licence granted in relation to the products shall be the licence granted pursuant to clause 4 or 5 as applicable, and that all other express or implied licences with respect to the products are hereby excluded. You shall not do or omit to do anything to

diminish the rights of ours or any third party in the product, or assist any other person to do so, either directly or indirectly.

## 6.8 Copyright notices

You shall not remove, modify or obscure any notice of our intellectual property rights or in relation to any third party works those on any of the products, or claim that the intellectual property rights in the products (other than any contributions you make) are yours. You shall reproduce such notices on any copies of the products you make in whole or in part, and you shall ensure that the products include any notices required by any licence terms in relation to any third party works as included in the products or notified by us to you.

## 6.9 Audit

You shall enable us to and co-operate with us in auditing your compliance with this licence and provide such information and confirmations as we may reasonably require to verify compliance with this licence.

## 6.10 Our liability

You shall not, and shall procure that no associate shall, make any claim against us to the extent our liability is intended to be limited or excluded by clause 7.

## 6.11 Enforcement costs

You shall pay all legal fees (on an indemnity basis), court fees, and other fees, costs and expenses incurred by us in: (a) enforcing the licence or our intellectual property rights against you or any associate of yours (including in pursuing any claim for infringement of our intellectual property rights by you or any associate); (b) in enforcing any settlements or judgements obtained by us against you or your associates in relation to the licence or our intellectual property rights; and (c) in successfully defending any claims brought by you against us.

## 7 Limitation on liability

We assume no and you agree that we shall have no duty of care to you or any of your associates with respect to the products, that the products shall be used at the sole risk of you and your associates, that the products do not amount to any advice or representation from us that you or your associates may rely on, and you shall and shall ensure that your affiliates do not make any claim against us in this regard. You agree that you have not been induced to enter into the licence by any representation from us, but without affecting any liability we may have for fraudulent misrepresentation. You agree that we shall have no liability to you or any of your associates for any of the following losses you or your associates may suffer, whether direct or indirect, and whether

foreseeable or not: loss of profit, revenue, opportunity, custom, business, contract, expectation, or reputation; any fines; any cost or expense incurred in reliance on the licence or the products; any cost of purchasing substitutes for the products; and any liability to any third parties. You agree that we shall have no liability to you or your associates for any special, indirect, or consequential loss you or your affiliates may suffer. You agree that our liability to you and your associates shall in any event be limited to the price payable under the sale contract for the licence, or if there is no sale contract, our published price for a full licence for the products at the time the licence commenced. The caps in liability in the previous sentence shall apply both to any single event or circumstance giving rise to our liability, and to all events or circumstances giving rise to our liability in the aggregate. Nothing shall limit or exclude our liability for fraud or fraudulent misrepresentation, or for death or personal injury caused by our negligence. References to our liability to you or your associates includes: liability for breach of the licence; liability under the terms of the licence; liability for breach of a duty of care or other negligence arising in connection with the products, including negligent misstatement; liability for misrepresentation (other than fraudulent); liability for breach of any statutory duty or liability under a statute; and any liability of any nature (including any of the foregoing) arising out of, in connection with the products or the licence. You agree that for the purposes of this clause 7, references to us include our shareholders, officers and employees, who shall benefit from this clause as a third-party right.

## 8 Termination

The licence shall terminate automatically in the circumstances where the licence is stated to terminate under the sale contract (if any), including due to non-payment of any amounts payable under the sale contract. If you commit any breach of the licence (other than a trivial breach) and you do not remedy that breach within 7 days of notice from us of the breach, then we may at any time after that point terminate the licence, and such breach shall be deemed to be a repudiatory breach of the licence. If the licence is terminated, for any reason then you shall, and you shall ensure that each sub-licensee and other person to whom you have given any copy of the products shall, securely and irretrievably delete and destroy all copies of the products, all full or partial copies subsequently deriving from them, and all other works you or the licensee makes which include any full or partial copy of the products, and you must confirm in writing that such deletion and destruction has been completed within 7 days of termination.

## 9 General

### 9.1 Notices

Any notice under the licence shall be valid if (and only if) sent in writing by hand, pre-paid courier or post, fax, or email to, or left in writing at, the address or number supplied by the other party or any person purchasing the licence on their behalf, or to the registered office of the other party (if any), or if neither of those is available, to any office or trading address of the other party, to the address of any director of the other party, or to the last known address or fax number of the other party. A notice shall be deemed to have been duly given and received when (and only when): delivered or left at the other party's address, if sent by hand, courier or other messenger, or recorded delivery post; if sent by facsimile, when successful transmission in full has completed, as evidenced by a



transmission report from the sending machine; if sent by email, when delivery to the mail server of the intended recipient has been completed, whether or not the e-mail is subsequently placed in the recipient's mail box or read, which may be evidenced by a successful delivery or relay report from the sending mail server, whether or not the destination server gives a notification; or if sent by post, on the 5th day following mailing, if to an address in the same country as the sender, and on the 10th day following mailing, if to an address in a different country.

## 9.2 Assignment of the licence

We may assign or transfer to any third party the benefit of the licence and any rights under it to a third party to whom we may assign the intellectual property rights in the products.

## 9.3 Entire agreement

These standard licence terms represent the entire terms of the licence and the entire agreement between you and us. All terms implied by law and rights created by statute in your favour or to your benefit shall be excluded from and shall not apply to the licence or any agreement in relation to the licence to the fullest extent permitted by law.

## 9.4 Sub-contracting

We may sub-contract the performance of the licence.

## 9.5 No third-party rights

Except as provided in clause 7, the licence shall not benefit or be enforceable by any third party, including any affiliate of the licensee.

## 9.6 No waiver

No failure or delay by either party in enforcing the performance of any provision of the licence shall constitute a waiver of that provision or the right to subsequently enforce that provision or any other provision of the licence. No waiver by a party of any breach of the licence shall be valid unless in writing. Any waiver by a party of any breach of the licence shall be valid only for the circumstances of that breach and shall not be a waiver of any preceding or subsequent breach of the same or any other provision or constitute a continuing waiver.

## 9.7 Severance

In the event that one or more of the provisions of the licence is found by a court or tribunal of competent jurisdiction to be unlawful, invalid or otherwise unenforceable, that / those provisions

shall be deemed severed from the remainder of the licence, but the remainder of the licence shall continue to be valid and enforceable.

## 9.8 Law and jurisdiction

The licence (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales. Any dispute, controversy, proceedings or claim between the parties relating to the licence (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be subject to the exclusive jurisdiction of the courts of England and Wales EXCEPT THAT we shall be entitled to bring a claim against you and enforce the licence and our intellectual property rights in any jurisdiction where you are resident, domiciled, established or have any office or place of business.

## 9.9 References

Unless the context otherwise requires, each reference in licence to: "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means; a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time; a "party" or the "parties" refers to you and us; a clause is a reference to a clause of these standard licence terms; the singular shall include the plural and vice versa; a reference to a "person" or "legal entity" means any individual, partnership, unincorporated association, company, government body, or other separate legally recognised entity. The headings used in the standard licence terms are for convenience only and shall have no effect upon the interpretation of the licence.

END OF STANDARD LICENCE TERMS