

Kitemark Terms and Conditions

Kitemark Terms and Conditions
Revision number 9 (August/2013)

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Revision number 9 (August/2013)

Revision History

Rev No	Revision Date	Author (Initial & Surname)	Approved By (Initial & Surname)	Page No	Sec. No	Brief Description of Change
8		K Sangha	A Webb	10	17	
9	August 2013	K Sangha	A Webb	15	17	Re-branded

Related Documents

Document Number	Title

Kitemark Terms and Conditions
Revision number 9 (August/2013)**1 Definitions**

In these terms and conditions, these words have specific meaning:

- *Applicant / you / your* – means the party who has signed the Proposal and who is seeking a Kitemark Licence from BSI.
- *Associated Kitemark Licence*– means a licence for a third party to display a Kitemark in its own name under your supervision, with agreement of BSI as required in section 7 of these Kitemark Terms and Conditions .
- *BSI/we/our* – BSI Assurance UK Limited, a company registered in England with its registered office at 389 Chiswick High Road, London W4 4AL.
- *Kitemark* – means the word mark KITEMARK and the Kitemark device that is illustrated in the annex to these Kitemark Terms and Conditions.
- *Kitemark Terms & Conditions* – means these terms and conditions, together with the Proposal (of which these terms form a part).
- *Kitemark Certificate* – means a certificate presented to you containing the Kitemark Licence.
- *Kitemark Licence* – means a licence permitting you to display the Kitemark in accordance with the Kitemark Terms & Conditions solely in connection with the designated product or service described on the Kitemark Certificate.
- *Proposal* – means the document describing your Kitemark application and containing these terms of and conditions, sent to you by BSI, and which you have signed.
- *Type Testing* - the testing of a production representative sample of a product to provide evidence that the product is in compliance with the product standard. It is used to prove by testing alone that the product as designed, meets the relevant product standard.

Kitemark Terms and Conditions
Revision number 9 (August/2013)**2 Ownership of the Kitemark**

The British Standards Institution, the ultimate parent company of BSI, is the owner of the Kitemark and you acknowledge this. BSI warrants that it is authorised by The British Standards Institution to grant you a Kitemark Licence in accordance with these terms. You will not do anything that might suggest that you own the Kitemark and you confirm that the only rights you will have in the Kitemark are set out in these terms and conditions.

3 Assessment for the Kitemark

Quality System Assessment – You will allow BSI to perform an assessment of the relevant management system for your product or service against ISO 9001 or such other criteria we think appropriate for the Kitemark for which you are applying. We may need to make a site visit or several visits to your premises (for which we will charge you at our standard rates for the time being) to conduct an assessment or re-assessment as may be required.

Type test – If required, you will allow BSI to conduct Type Testing relevant to the product and to the relevant standard for the Kitemark for which you are applying.

Disposal of samples – Since the testing of samples commonly results in damage to them, in most instances we shall not return them to you. After testing, we will deal with the samples as we think appropriate, taking into account such factors as environmental considerations and cost. If you require us to return the samples to you or to dispose of them in a particular way, we shall charge you the reasonable costs for doing so.

In applying for the Kitemark, you must supply BSI with sufficient information to satisfy BSI that your application for a Kitemark Licence will not bring BSI into disrepute, and, if there are any details that you ought to know about that may bring BSI into disrepute, you will provide full details of them. This is a continuing obligation, and failure to comply with this will invalidate your application for a Kitemark Licence.

Award of Kitemark Licence – If we are satisfied that your product or service qualifies for a Kitemark after having made the assessment and the performed the type tests, BSI will grant to you a Kitemark Licence for a period of one year from the date of the relevant Kitemark Certificate.

Register of Kitemark Licence - If you have been successfully awarded a Kitemark Licence, your name

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and address, the standard to which your Kitemark relates and the details of the models or services certified as appropriate, shall be noted on a register maintained by BSI and which is open for public inspection.

4 Continuing obligations

Continual checks – During the life of your Kitemark Licence, you will grant us access to your premises on prior appointment or provide samples of your product on request (or obtained by us from the open market at your cost) in order to enable us to assess whether the relevant product or service continues to comply with the relevant standard for your Kitemark Licence.

Customer feedback – You must keep a record of all complaints that you receive from any person concerning your product or service and must notify us immediately on receipt of a complaint about compliance with the relevant standard for your Kitemark Licence. You must keep a record of any action taken on receiving a complaint and any steps taken to rectify a deficiency in your product or service. You agree that we may inspect these records on request at any time. During the life of your Kitemark Licence, we will inform you of any complaint that we receive from a third party concerning an alleged failure of compliance of your product or service with the relevant standard. You agree to take action to rectify a non-compliance if we think the complaint is justified.

Changes to the Kitemark Scheme etc – If we notify you of any changes to the relevant standard for your Kitemark Licence or to the Kitemark scheme devised by BSI to determine whether a product or service complies with the standard to which your Kitemark Licence relates or to the requirements for compliance with ISO 9001, you agree to take such action as is required to maintain the compliance of your product or service with the relevant standard.

5 Use of the Kitemark

Display - You may only display the Kitemark in a manner described by BSI from time to time.

Which goods and services - You may only use the Kitemark in connection with the product or service described on your Kitemark Certificate. You may only refer to the Kitemark in relation to that product and service.

Packaging and promotion – provided you have complied with all of your obligations under the Kitemark

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Terms and Conditions, the Kitemark may be displayed on all packaging and promotion of a relevant product.

Misleading statements - You must not make any statement about the Kitemark or your Kitemark Licence that, in BSI's opinion, may be misleading or which BSI thinks may bring the Kitemark or BSI into disrepute.

Compliance with the standard – You must ensure that the product or service to which your Kitemark Licence relates conforms at all times with the relevant standard. You must comply with your quality system to ensure that the requirements of ISO 9001 continue to be met.

Changes to the product, service or quality system – You must advise us in writing of any changes that you wish to make to the product, service or quality system, giving us full details of the changes before they come into effect. The changes must permit the product, service or quality system to remain compliant in all respects with the relevant standard.

If we ask you to take any corrective action – Normally we will give you a time limit in which to ensure that your product or service complies with the relevant standard to which your Kitemark Licence relates. Otherwise, you must take such corrective action as soon as possible. Corrective action may include additional assessment visits or retesting of samples by BSI, for which we shall invoice you at our standard rates for the time being.

Failure to comply - If you fail to comply with any of the above obligations or if, in BSI's opinion, you do anything that might affect the reputation of the Kitemark or BSI, we may withdraw your Kitemark Licence with immediate effect on giving you written notice.

6 Protection of the Kitemark

Maintaining registrations – The Kitemark is a registered trade mark. If we request, you will assist us with maintaining its registration by supplying us with information of its use.

Third party infringement – You must inform us immediately if you become aware of any infringement of our intellectual property rights in the Kitemark.

Conduct of proceedings – You agree that BSI shall have the right to conduct all proceedings to protect the Kitemark. At our request, and at our cost, you will provide such co-operation and assistance as we may reasonably require in order to do this.

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Counterfeit products – If you become aware that the product to which your Kitemark Licence relates is being counterfeited by a third party, you will take such action as is necessary to prevent the distribution of any counterfeit product in the market. You will inform us of any counterfeiting immediately you learn of it, with details of your proposals to prevent the counterfeit product being distributed. If the counterfeit product is distributed in the market, whether you have taken action or not, we may withdraw or suspend your Kitemark Licence with immediate effect on giving you written notice and make our own public announcements concerning the relevant product and the protection of the Kitemark.

Third party claims – You agree to indemnify BSI and The British Standards Institution against any payment (which may include the payment of damages and legal fees) that BSI may make to a third party, whether BSI is ordered to make the payment or not, arising from an allegation by a third party that your product or service infringes its rights. BSI is not obliged to verify the legitimacy of any allegation or claim and will respond to such third party as it, in its sole discretion, thinks fit.

7 Associated Kitemark Licence

Third parties with whom you have a commercial relationship may hold a Kitemark in their own names, provided that:

- the product or service of the third party is associated or connected to the products and services to which your Kitemark Licence applies;
- BSI has consented in writing (which it may withhold at its own discretion) and the third party has signed a set of these Kitemark Terms and Conditions;
- the Kitemark to be licenced to the third party must be associated with the products or services to which your Kitemark licence relates; and
- the third party pays to BSI the relevant fee for its Kitemark Licence (which will be based on our standard charges for the time being).

You undertake to assess the process of all third party holders of an Associated Kitemark Licence to ensure the level of compliance of the product or service is maintained according to a schedule agreed with BSI and to take any additional, incidental action as may be reasonably required by BSI from time to time. Any audit that BSI may conduct of a third party Associated Kitemark Licence will not exonerate you from this requirement.

If you become aware of any non-conformities of the holder of an Associated Kitemark Licence to the relevant Kitemark Scheme to BSI within two days of learning of such.

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If any Associated Kitemark Licence fails to meet the obligations of a holder of a Kitemark Licence under these Kitemark Terms and Conditions, you agree that BSI may do any or all of the following (as BSI may, at its sole discretion, decide):

- suspend or terminate the Associated Kitemark Licence;
- suspend or terminate your Kitemark Licence and the Associated Kitemark Licence;
- agree a schedule of rectification proposed by you to close the non-conformity.

All Associated Kitemark Licences issued under your Kitemark Licence will terminate immediately on termination of your Kitemark Licence, for any reason and without notice required to be given by BSI to each Associated Kitemark Licence holder.

8 Fees

You agree to pay our fees for:

- the application for a Kitemark Licence;
- the grant of a Kitemark Licence;
- assessments and type testing;
- site visits including additional visits, as needed;
- annual technical file review; and
- re-testing or further assessments.

How much are the fees – We shall provide you with a statement of fees showing how much we charge for applications and the grant of a Kitemark Licence. For assessments and type testing, we shall notify you of the fees in writing prior to performing those services. If you cancel a visit within a month of it being due to take place, or fail to supply test samples where requested, we will invoice you for the full amount of the cancelled visit or the aborted tests. All fees are exclusive of value added tax.

Payment terms – You agree to make all payments within 30 days from date of invoice, unless we have agreed with you to charge volume-based fees.

Volume-based fees – If we have agreed volume-based fees with you, you will maintain detailed and accurate records of the manufacture and sale or distribution of the relevant product. You will permit us access to those records on our giving you reasonable notice to inspect them. We may make copies of

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the records. Within 30 days from the end of each quarter (being 31st March, 30th June, 30th September and 31st December) in every year during the grant of the Kitemark Licence, you will provide us with a statement showing:

- how many units of the relevant product you have manufactured, sold or supplied; and
- a calculation of the volume-based fee payable.

We shall review your statement and, if it is in order, we shall then issue you with an invoice for the fee for that quarter. At the end of each year, you will provide us with a certificate from your auditors certifying the amount of product manufactured, sold or distributed. If the fee that we have invoiced you during the year is less than that certified in the auditor's certificate, we shall issue to you an invoice for the balance of fee due for that year. If the fee that we have invoiced you during the year is more than that certified in the auditor's certificate, we shall issue to you a credit note for the balance of fee due for that year.

Interest on default – if you are late in paying an invoice, you shall pay interest on the overdue fees at the rate of two percent above the London Inter-Bank Offered Rate. This interest shall accrue on a daily basis from the date of the invoice to date of final payment.

Increase in fees - We may increase any of our fees at any time by giving you notice. If we increase our fees and you do not accept the increase, you may ask BSI to withdraw your licence application or your Kitemark Licence but you must notify BSI in writing within forty five days following the date of our notice. On withdrawal of your Kitemark Licence you will immediately cease to have any rights to display the Kitemark.

If you are outside the European Union – All fees are quoted exclusive of any withholding tax, sales tax, local or value added tax. You will be responsible for paying all taxes or charges that may be applicable. You will also be responsible for meeting all export control regulations that may be applicable to your sending products for type testing. All fees are to be paid in UK sterling.

Payment of outstanding amounts - All amounts payable to BSI under the Kitemark Terms & Conditions will become due and payable immediately upon termination of the Kitemark Licence for whatever reason.

9 BSI's Liability to You

Our liability to you will be limited to the extent that the law governing these Kitemark Terms & Conditions allows. Subject to this, BSI will not be liable to you for any loss of profit or any indirect or consequential loss arising under or in connection with the Kitemark Licence or your application for it, whether in contract, tort (including negligence), breach of statutory duty or otherwise. The total liability of BSI to you in respect of all losses arising under or in connection with the Kitemark Licence, or your application for it, whether in contract, tort (including negligence), breach of statutory duty, or any other ground will not exceed an amount equal to the annual fees payable by you under these Kitemark Terms & Conditions . This limitation of BSI's liability will survive termination of your Kitemark Licence.

10 Appeals

If you wish to appeal against a decision made by BSI about a refusal to award a Kitemark Licence or the terms of an award, you must serve written notice of your intention to appeal within 21 days of receipt of BSI's decision. Your notice must be addressed to the Compliance and Risk Director at BSI. Once your notice of appeal has been received, the Compliance and Risk Director at BSI will notify you of the procedure under which your appeal will be heard. All appeals are heard by an independent appeals panel, established under the accreditation rules governing BSI. The decision of BSI will remain in force pending the decision of the appeals panel. A decision made pursuant to the appeals procedure shall be final and binding on all parties.

11 No Assignment

The Kitemark Licence is personal to you and you may not assign, transfer or deal in any manner with it except as provided under these Kitemark Terms & Conditions . You confirm that you are acting on your own behalf and not for the benefit of any other person. BSI may assign any or all of its rights and obligations under these Kitemark Terms & Conditions to a member of its group of companies (which means any company that is ultimately owned by The British Standards Institution, including The British Standards Institution itself).

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12 Termination

On termination or suspension or withdrawal of the Kitemark Licence, you must stop displaying or using the Kitemark with immediate effect. If an Associated Kitemark Licence has been issued to a third party, you must notify the holder or holders of that Associated Kitemark Licence of the termination or withdrawal and ensure that all holders of an Associated Kitemark Licence understand and comply with these requirements.

Remedial breach - If you are unable to comply with any of these Kitemark Terms & Conditions (for example, failure to supply test samples), you must inform us immediately. We will discuss with you whether any breach by you is capable of rectification and agree a plan with you to remedy your breach. However, we may also order a temporary suspension of your Kitemark Licence, in which case unless and until we have agreed with you in writing that the breach has been remedied:

- you may not display the Kitemark with the product or service to which your breach relates; and
- you must immediately withdraw from the market any non-compliant product or cease the non-compliant service.

Blatant breach – If you fail to remedy a remedial breach as described above or if, in our opinion, you have committed a breach that is not capable of remedy, we may take such action as we deem appropriate, which may include (by written notice to you):

- withdrawing your Kitemark Licence, as well as any other Kitemark Licence that you may have for other products and services, immediately;
- reducing the scope of your Kitemark Licence;
- refusing to grant to you a Kitemark Licence if you are still an applicant;
- requiring you to publish information to the public relating to a failure where a hazard to the public may, in our opinion, exist. If you fail to publish such information, we may do so instead, which will be at your cost.

Withdrawal on notice – BSI may withdraw the Kitemark Licence on giving not less than six months' notice where, in its opinion, certification of your product or service to the relevant standard has become inappropriate.

Immediate termination - If you are unable to pay your debts as they fall due or suspend the payment of your debts, or you make a proposal to your creditors to reschedule any of your debts; or you take any
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action in connection with your winding up or suffer the appointment of an administrator or an administrative receiver over any of your assets; or someone takes action to attach or take possession of any of your assets; or you stop the business you were doing at the time of being granted the Kitemark Licence; or you attempt to assign the Kitemark Licence to a third party; or you become insolvent or are wound up; or any event occurs or proceeding is taken, in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in this paragraph, then BSI may terminate the Kitemark Licence with immediate effect on written notice to you.

13 Non Disclosure of Confidential Information

Confidential Information means all information of a confidential nature relating to your business that is disclosed to BSI in connection with these Kitemark Terms & Conditions , but does not include information that:

- becomes generally available to the public (other than as a result of its disclosure by BSI in breach of these Kitemark Terms & Conditions); or
- was known to BSI before you disclosed it; or
- you have not treated as confidential or have agreed with BSI is not confidential or may be disclosed.

BSI will keep Confidential Information confidential for a period of 6 years after it has received it and will not use or disclose it:

- except for the purpose of exercising or performing its rights and obligations under these Kitemark Terms & Conditions ; or
- except to the extent required by law, or by any governmental or other regulatory authority or accreditation authority, or by a court or other authority of competent jurisdiction.

In these cases, BSI will not be required to notify you of such disclosure and will not be required to oppose any demand made by such entities.

14 BSI's Code of Business Ethics

BSI conducts its business strictly in accordance with its Code of Business Ethics. The Code of Business Ethics may be found here:

<http://www.bsigroup.com/upload/governance/business-ethics/bsi-code-of-business-ethics.pdf>

BSI employees, agents and other representatives are prohibited from giving or receiving money or gifts which could be construed as bribes or entering into arrangements that are construed as corrupt practices. BSI has and will maintain in place throughout the term of the Kitemark Licence policies and procedures to ensure compliance with its Code of Business Ethics, and will enforce them where appropriate.

15 Entire Agreement

The Kitemark Terms & Conditions constitute the entire agreement between you and BSI and supersedes all previous drafts, agreements, warranties, arrangements and understandings, whether written or oral, relating to the Kitemark. If there is an inconsistency between any of the provisions of the Kitemark Terms & Conditions and the provisions of a master services agreement, purchase order, your standard conditions of purchase or any other document stated to be produced relating to the Kitemark, the provisions of these Kitemark Terms & Conditions will prevail. No variation of or amendment to the Kitemark Terms & Conditions will be effective unless it is in writing and signed by an authorized representative of both parties.

16 Notices

A notice required to be given to a party under or in connection with these Kitemark Terms & Conditions must be in writing and sent to the party at the address set out in these Kitemark Terms & Conditions or such address supplied by it to the other. Unless expressly prohibited, notices may be sent by email.

17 Governing law and Jurisdiction

English law shall govern these Kitemark Terms & Conditions and the English courts shall have non-exclusive jurisdiction.

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Annex : Kitemark Device

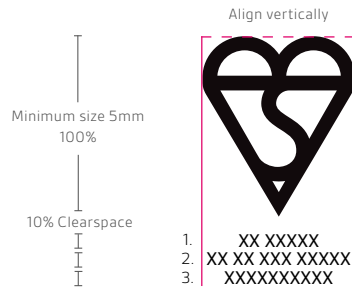


How to promote your BSI Kitemark™ certification.

BSI Kitemark™ device specification and guidelines for use.

BSI Kitemark™ on products.

BSI Kitemark™ product logo



BSI Kitemark™ Licence number and Product Standard number (shown above as XXX)

Tahoma Regular

Minimum size: 5pt

1. BSI Kitemark Licence number

e.g. KM 123456

2. Product Standard number

e.g. BS EN ISO 123456

3. Optional: Scheme name e.g. Safety Glass

The BSI Kitemark is a valuable marketing tool that you can use to promote your products or services. It can be displayed on a product if it has met or exceeded the criteria of the BSI Kitemark scheme or standard, as stated in the scope of your BSI Kitemark Licence.

When using the BSI Kitemark on products, we've kept the guidelines really flexible. But there are some simple rules:

Please do:

- Use the BSI Kitemark product logo with the BSI Kitemark Licence number and Product Standard number displayed underneath it, as shown on this page using the Tahoma font
- The BSI Kitemark Licence number and Product Standard number should be in the same colour as the BSI Kitemark product logo
- Contact the Brand team for guidance when the BSI Kitemark product logo should appear in conjunction with another certification scheme logo as outlined in your BSI Kitemark Licence. For example, using the BAFE logo with a Fire Alarm scheme

Please don't:

- Don't use the BSI Kitemark product logo on any product that is not BSI Kitemark certified
- Don't alter the proportions of the BSI Kitemark product logo
- Don't reduce the BSI Kitemark product logo any smaller than 5mm
- Don't allow any third parties to use the BSI Kitemark product logo without written approval from BSI and in accordance with an approved sub-licence agreement

If a product is impractical to mark with the BSI Kitemark please refer to the Brand team for a solution.

Using BSI Kitemark™ in text:

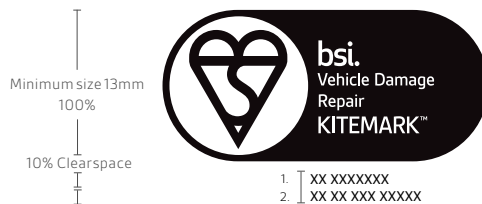
- The word 'Kitemark' is one word and must be written with a capital 'K'
- The words 'BSI Kitemark' must be followed by the ™ symbol when it is used in a title or heading, a sub-heading or in the first instance. The trademark symbol doesn't need to be used in body copy

Product examples.



BSI Kitemark™ on promotional material and packaging.

BSI Kitemark™ scheme logo



Colours

	Black
	CMYK 0 0 0 100
	RGB 0 0 0
	Hex 000000

BSI Kitemark™ Licence number and Product Standard number (shown above as XXX)

Tahoma Regular
 Minimum size 5pt
 1. BSI Kitemark Licence number
 e.g. KM 123456
 2. Product Standard number
 e.g. BS EN ISO 123456

To inform your customers of your products BSI Kitemark certification you can display the BSI Kitemark scheme logo including the scheme/standard name on your sales and marketing material or product packaging.

Please do:

- Use the BSI Kitemark scheme logo in black so it's instantly recognized as the BSI Kitemark scheme logo
- Use the BSI Kitemark scheme logo with the BSI Kitemark Licence number and Product Standard number written underneath it, as shown on this page using the Tahoma font
- Use the correct BSI Kitemark scheme logo to which you are certified
- Make sure the BSI Kitemark scheme logo is legible and the copy readable
- Contact the Brand team for guidance when the BSI Kitemark scheme logo should appear in conjunction with another certification scheme logo as outlined in your BSI Kitemark Licence. For example, using the BAFE logo with a Fire Alarm scheme

Please don't:

- Don't alter the colour, text or proportions of the BSI Kitemark scheme logo
- Don't reduce the BSI Kitemark scheme logo to any less than 13mm in size
- Don't use the BSI Kitemark scheme logo in association with any product or service outside the scope of your certification. The BSI Kitemark scheme logo is specific to the certified organization and may not be transferred to or used by other companies within the same group of companies
- Don't display the BSI Kitemark scheme logo on a product instead please use the BSI Kitemark shown on page two
- Don't use the BSI Kitemark scheme logo on a black background as shown below. Please use the reversed BSI Kitemark scheme logo on page 4



BSI Kitemark™ - alternative colourways.

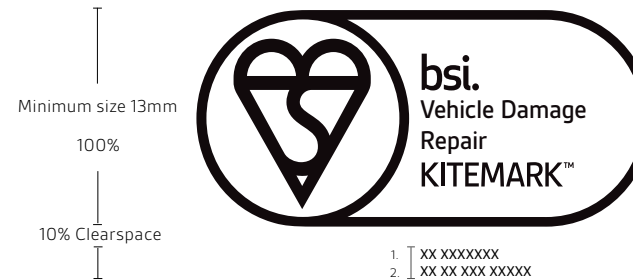
The reversed BSI Kitemark scheme logo should only be used on a darker background i.e. black or dark grey where the primary logo would not stand out.

The keyline BSI Kitemark scheme logo should only be used to improve legibility. For example, when using on the web in a smaller size or when you cannot guarantee print quality.

Reversed BSI Kitemark™ scheme logo



Keyline BSI Kitemark™ scheme logo



Choosing the correct BSI Kitemark™.

White background: use the primary BSI Kitemark



Black background: use the reversed BSI Kitemark



Light background: use the primary BSI Kitemark



Dark background: use the reversed BSI Kitemark



Light image: use the primary BSI Kitemark



Dark image: use the reversed BSI Kitemark

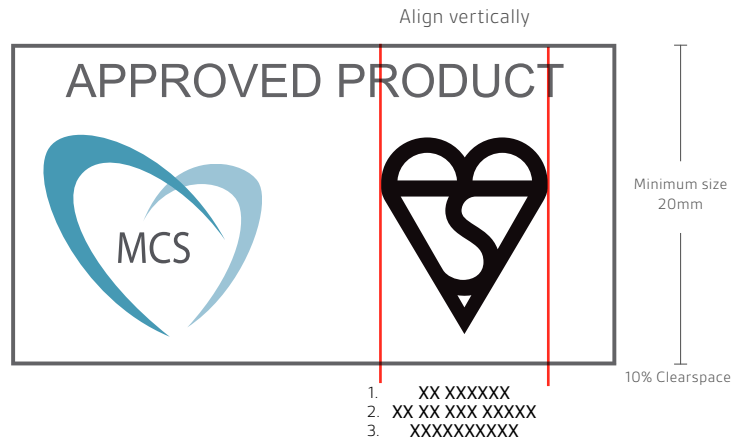


Promotional examples.



BSI Kitemark™ – MCS Accreditation.

If your certificate shows MCS Accreditation, you may wish to use the following logo.



BSI Kitemark™ Licence number and Product Standard number (shown above as XXX)

Tahoma Regular
Minimum size 5pt

1. BSI Kitemark Licence number
e.g. KM 123456
2. Product Standard number
e.g. BS EN ISO 123456
3. Scheme name e.g. Photovoltaic Modules

When using the Kitemark with the MCS logo, we've kept the guidelines really flexible. But there are some simple rules:

Please do

- Use the Accreditation Mark on your products, packaging and marketing collateral
- Use the Accreditation Mark with the BSI Kitemark Licence number, Product Standard number and Scheme name written underneath it, as shown on this page using the Tahoma font
- The BSI Kitemark Licence number, Product Standard number and Scheme name should be in the same colour as the BSI Kitemark, black or white
- Use the Accreditation Mark in the colours provided, full colour (as shown on this page), black, grey and white
- Only use the Accreditation Mark to which you are certified
- Make sure the Accreditation Mark is legible and the copy readable
- Contact the Brand Team for further guidance about displaying the Accreditation Mark

Please don't

- Don't alter the text, proportions or colours within the Accreditation Mark
- Don't reduce the Accreditation Mark any smaller than 20mm*
- Don't use the Accreditation Mark in association with any activity or service outside the scope of your certification.
- The Accreditation Mark is specific to the approved product and may not be transferred to or used by other companies within the same group of companies
- Don't display the MCS logo independently of the BSI Kitemark

*As specified within the MCS guidelines

Contact information.

Contact information.

Images and measurements contained within this document are not necessarily to scale. All information correct at time of print.

Logos can be downloaded from the Just 4 Customers website, at www.j4c.bsigroup.com

For any further queries, assets or templates, please contact the Brand Team at brand@bsigroup.com.



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