



SAFETY
SCHEMES IN
PROCUREMENT

SAFETY SCHEMES IN PROCUREMENT - COMPETENCE FORUM

TERMS OF REFERENCE AND CONDITIONS OF MEMBERSHIP

*“Safety competence at the heart of
procurement”*

SAFETY SCHEMES IN PROCUREMENT - COMPETENCE FORUM
“Safety competence at the heart of procurement”
TERMS OF REFERENCE AND CONDITIONS OF MEMBERSHIP.

Issue 1

8 October 2009

Version	Amends	Author
1.4 01 September 2009	TOC added, version history box added (not for publication). Inclusion of clause stating SSIP will not form third party agreements. Division of terms into 3 Areas: 1) Forum Requirements, 2) Requirement for scheme providers 3) Assessors, Reviewers and Auditors – Per HSE report RR723. Additional detail added to terms from report RR723.	Aoife Mantini, Aoife.mantini@capita.co.uk
1.5 02 October 2009	Affiliate and Co-opted terms and conditions added as appendices. Clarification on the financial management by LB Merton Application process detailed Detail on the FMG structure, voting rights and clarification of interaction with the Forum Updated table of equivalencies	Aoife Mantini, Aoife.mantini@capita.co.uk
1.6 05 October 2009	Included logo clause into paragraph 18. Amends to Table of Equivalencies Removal of reference to termination of Forum – it is now in Deem to Satisfy	Aoife Mantini, Aoife.mantini@capita.co.uk
Issue 1 08 October 2009	Version 1.6 tabled and discussed at SSIP Forum on 8 October, then published on website as Issue 1	

Table of Contents

Forum Requirements.....	5
1. The purpose of the Forum.....	5
2. Aims.....	5
3. SSIP Membership.....	5
3.1. New Members.....	5
3.2. Types of Membership.....	6
SSIP Registered Members:	6
Co-opted Membership:	6
Affiliate Membership:.....	7
3.3. Application Process	7
Registered Membership:	7
Affiliate Membership:	7
Co-opted Membership:	8
3.4. Appeals.....	8
4. SSIP Governance.....	9
4.1. Meetings and Venue.....	9
4.2. The Forum Management Group (FMG).....	9
4.3. Forum and FMG Voting rights.....	10
4.4. Election of FMG members.....	10
FMG positions will be nominated by Forum members on a bi-annual basis and be agreed by vote. The positions can be held for two consecutive cycles.....	10
4.5. Election and appointment of the SSIP Forum/FMG Chair.....	10
4.6. Cost of the Scheme.....	10
4.7. SSIP Financial Management	10
4.8. Start up Loan.....	11
4.9. Enforcement.....	11
5. Assessor Competence	11
6. Press & Public Relations.....	11
7. Commercial Confidentiality.....	12
8. promoting the SSIP.....	12
9. Commercial Gain and Endorsement.....	12
Requirement for scheme providers.....	13
10. mutual recognition.....	13
10.1. Deem to Satisfy.....	13
11. Assessments undertaken by member schemes.....	13
12. Annual Audit	14
12.1. The audit will be in two parts,	14
Part A.....	14
Part B.....	14
Provision of Information.....	14
13. Certificates.....	15
14. Membership of the SSIP.....	15
15. Application for Membership	15
16. Annual Membership Fees.....	15
17. Advertising membership.....	16
18. Members Complaints and Appeals	16
19. Obligation to implement SSip changes.....	17

SAFETY SCHEMES IN PROCUREMENT - COMPETENCE FORUM
“Safety competence at the heart of procurement”
 TERMS OF REFERENCE AND CONDITIONS OF MEMBERSHIP.

Issue 1

8 October 2009

Assessor, Reviewers and auditors.....	17
20. Assessor Qualification.....	17
21. Assessor Experience.....	17
22. Assessor Soft Skills.....	17
23. Assessor CDP Training.....	18
24. New Assessors.....	18
25. Reviewers.....	18
26. CONFLICT OF Interest.....	18
27. Independent Auditors.....	18
Variations.....	19
27.1. Threshold assessment standards	19
27.2. Terms of reference and deem to satisfy.....	19
28. Future Consideration - Verification Visits.....	19
Appendix 1.....	20
1. Licence to use the SSIP Competence Forum Logo.....	20
1.1. Terms and Conditions of Use.....	20
1.2. How the logo may be used.....	22
Appendix 2.....	23
Appendix 3.....	24
Terms and Conditions of Co-opted Membership.....	24
Appendix 4.....	25
Terms and Conditions of Affiliate Membership.....	25

FORUM REQUIREMENTS

The SSIP terms of reference apply to all Schemes accepted for membership.

1. THE PURPOSE OF THE FORUM

The main purpose of the Safety Schemes in Procurement Competence Forum (SSIP) is to act as an umbrella organization to facilitate mutual recognition of health and safety assessments between pre-qualification schemes wherever it is practicable to do so. Additionally, the forum will actively advise and influence buyers about acceptable interpretation and appropriateness of health and safety competence standards in UK schemes.

The SSIP will use the Construction (Design and Management) Regulations 2007 “core criteria” as its threshold.

The SSIP Forum will operate as a body for the recognition of health and safety standards through the agreement of its members, and will not engage in third party agreements.

2. AIMS

The SSIP will support buyers to demand and maintain integrity and suitable standards in health, safety and welfare competence in procurement and the management of suppliers.

To do this the SSIP is committed to:

- a) Encourage mutual recognition amongst pre-qualification schemes where possible.
- b) Help and encourage buyers to recognise SSIP and its aims and objectives.
- c) Help buyers and suppliers to achieve value for money through avoiding unnecessary duplication or differing requirements, wherever possible.
- d) Provide confidence in first stage safety competency assessments through a consistent, reliable, and quality-controlled standard of vetting.
- e) Promote appropriate core criteria in non-construction works.
- f) Promote the work of SSIP through relevant trade press and other effective publicity vehicles.

3. SSIP MEMBERSHIP.

3.1. New Members

The Forum will accept any new Scheme Provider, which meets the Forum requirements and agrees to the terms and conditions of membership.

SAFETY SCHEMES IN PROCUREMENT - COMPETENCE FORUM		
<i>“Safety competence at the heart of procurement”</i>		
TERMS OF REFERENCE AND CONDITIONS OF MEMBERSHIP.		

Issue 1		
---------	--	--

		8 October 2009
--	--	----------------

There will be no discrimination on commercial or competitive grounds. Independent review of this element will be achieved through the Forum Management Group, which includes HSE and Others.

3.2. Types of Membership

There are three types of Membership available to those meeting the SSIP requirements:

SSIP Registered Members:

Registered Membership: this membership is open to any third-party prequalification scheme, including individually operated pre-qualification schemes such as those run by major contractors (“Scheme Providers”).

Following an approved application, Registered Members that undertake health and safety assessment will undergo an Independent Audit prior to acceptance in order to demonstrate ‘equality to all’ with membership awarded following Forum approval and payment of the annual membership fee by the scheme.

Founder Membership: is a special status for those registered members schemes which provided the initial start up funding for SSIP.

Founder Member Benefits:

- Prominence of brand on SSIP website and promotional material.
- Discount on Annual Membership Fee of £1000, for three years or until the start up capital is repaid. (Managed by the SSIP co-ordinator and cost coded with London Borough of Merton).
- Any surplus income to be divided as appropriate amongst founder members to a maximum level of £1000 p/a until the start up capital is repaid.

Co-opted Membership:

Membership of the SSIP may be offered (subject to successful majority FMG agreement) to other expert interested parties or organisations that may have a role to play in promoting, improving or enhancing health and safety competence in procurement subject to agreement of the Co-opted Terms and Conditions of Membership (Refer to Appendix 3). The Health and Safety Executive have permanent co-opted membership with the SSIP.

SAFETY SCHEMES IN PROCUREMENT - COMPETENCE FORUM
“Safety competence at the heart of procurement”
TERMS OF REFERENCE AND CONDITIONS OF MEMBERSHIP.

Issue 1

8 October 2009

Affiliate Membership:

Is available to all other interested parties who wish to support the SSIP aims, objectives and ethos and subject to successful application and agreement to the Affiliate Terms and Condition of Membership (Refer to Appendix 4). Following successful application to the SSIP FMG and receipt of the annual subscription fee affiliate members will have full voting rights. SSIP has the right to decline membership, which is not open to appeal.

3.3. Application Process

Every Membership of SSIP is subject to specific terms and conditions which must be adhered to.

Any applicant must be free from criminal conviction (whether past, current or pending) related to health & safety matters, or otherwise, in the reasonable opinion of the FMG, having potential to bring SSIP into disrepute. Similarly, the applicant must be free from any allegation or prosecution of fraud or financial mismanagement.

Registered Membership:

The application process will consist of a paper submission, which if meeting FMG requirements, will be followed by an Independent Audit for those applicants undertaking health and safety assessments. The application is to demonstrate how the applicant Scheme Provider meets the requirements of SSIP Terms of Reference and Deem to Satisfy, and that it will continue to do so.

Submitted applications should be sent to the SSIP Coordinator who will check the accuracy of information provided, present it to the next available SSIP FMG meeting for approval. Following SSIP FMG approval, the SSIP coordinator will issue an invoice, certificate of membership and a joiners pack consisting of promotional materials and where relevant license for logo use (Refer www.ssip.org.uk for the application form)

Affiliate Membership:

As with Registered Membership, the application process for Affiliate Membership will consist of a paper submission, which if meeting FMG requirements, will be followed by an independent audit for those applicants undertaking health and safety assessments. The application is to demonstrate how the applicant meets the requirements of SSIP Terms of Reference and Deem to Satisfy, and that it will continue to do so.

Hard copy applications, together with a non refundable cheque for a £50 administration fee made payable to the London Borough of Merton, should be sent to

SAFETY SCHEMES IN PROCUREMENT - COMPETENCE FORUM <i>“Safety competence at the heart of procurement”</i> TERMS OF REFERENCE AND CONDITIONS OF MEMBERSHIP.		
Issue 1		8 October 2009

the SSIP Coordinator, who will check the accuracy of information provided, and present it to the next SSIP FMG meeting for approval. Following approval, the SSIP coordinator will advise the applicant by email and in writing that approval has been granted and that the application can proceed. If independent audit is required, the SSIP Coordinator will send the applicant the audit criteria checklist and arrange for the auditor to contact the applicant directly to arrange and discuss the audit.

Following the applicant's audit, the SSIP coordinator will send the audit fee invoice. Further to the auditor's assessment, and pending acceptance as an Affiliate Member by the SSIP FMG, the SSIP Coordinator will send a letter of confirmation of Affiliate Membership enclosing the annual membership fee invoice of £1000 plus VAT, and a copy of the Deem to Satisfy and Terms of Reference documents which must be signed and returned. On receipt of payment of the annual membership fee and the signed Deem to Satisfy and Terms of Reference documents, the Affiliate Member will be sent a certificate of membership and the SSIP logo and logo usage guidelines.

The SSIP Coordinator will include the Affiliate Member's logo and details on relevant pages of the SSIP website once the certificate of membership has been issued.

(Refer www.ssip.org.uk for the Affiliate Membership application form)

Co-opted Membership:

The application process for Co-opted Membership will consist of a paper submission and is to demonstrate that the applicant meets the requirements of SSIP Terms of Reference only, and that it will continue to do so.

Hard copy applications, together with a non refundable cheque for a £50 administration fee made payable to the London Borough of Merton, should be sent to the SSIP Coordinator, who will check the accuracy of information provided, and present it to the next SSIP FMG meeting for approval. Following approval, the SSIP coordinator will advise the applicant by email and in writing that approval has been granted and that the application has been successful, enclosing a copy of the Terms of Reference document that must be signed and returned. On receipt of the signed document, the Co-opted Member will be sent a certificate of membership and the SSIP logo and logo usage guidelines. At this stage, the SSIP Coordinator will include the Co-opted Member's logo and details on relevant pages of the SSIP website.

(Refer www.ssip.org.uk for the Co-opted Membership application form)

3.4. Appeals.

Registered applications:

SAFETY SCHEMES IN PROCUREMENT - COMPETENCE FORUM <i>“Safety competence at the heart of procurement”</i> TERMS OF REFERENCE AND CONDITIONS OF MEMBERSHIP.		
Issue 1		8 October 2009

In the event that an application for an SSIP Registered membership is refused, the applicant may lodge an appeal stating the reasons for that appeal. The SSIP FMG chair will take advice from Founder Members and an independent legal expert to review the evidence, application and decision.

By entering into (or applying to enter into) the agreement with SSIP for mutual recognition of standards, you are taken to agree to the SSIP appeals process, and that the decision of such process shall be final and not be subject to further appeal, representations or legal action.

Affiliate

There is no appeal for Affiliate applications.

4. SSIP GOVERNANCE

The SSIP Forum will consist of representatives from each member Scheme together with a representative from HSE and others. Day to day operation, management and policy is delegated to a smaller group/secretariat – the Forum Management Group.

The Forum will make recommendations to the FMG. The FMG will then consider the recommendations and either accept them or pass them back to the Forum for consideration and review.

4.1. Meetings and Venue

The SSIP Forum will meet quarterly at a venue selected in rotation by Registered, Founder and Co-opted members and operate, utilising good business principles, to the rules defined in this Terms of Reference. The invitations to attend FMG and Forum meetings will be generated by SSIP coordinator who will also be the note taker for those meetings and distributor of notes and agenda.

The Forum Management Group (FMG) will meet quarterly or as necessary to progress the business of the SSIP.

4.2. The Forum Management Group (FMG)

It is responsible for establishing the essential elements of the management of SSIP and its day-to-day activities. The FMG will report on its activities at the SSIP quarterly meeting and will operate in such a manner that Scheme members are able to be readily satisfied, through the publication of the material points of those meetings, as to the adequacy of the procedures adopted.

Chaired by the SSIP Forum chair it is made up of 4 Founder members (Exor, CHAS, NHBC and Constructionline), 5 Registered members and representatives from SSIP members. eg: UK Contractors Group, Construction Industry Council, Construction

SAFETY SCHEMES IN PROCUREMENT - COMPETENCE FORUM
“Safety competence at the heart of procurement”
TERMS OF REFERENCE AND CONDITIONS OF MEMBERSHIP.

Issue 1

8 October 2009

Clients Group, National Specialist Contractors Council and the Specialist Engineering Contractors Group. HSE has visitor rights to the FMG.

The FMG will report on its activities at the SSIP quarterly meeting.

4.3. Forum and FMG Voting rights

Decisions on SSIP Forum and FMG business are made on majority vote each registered and affiliate member has one vote.

In the event of a tie, the chair will make the casting vote. All votes shall be cast in accordance with the FMG procedure relating to votes, and (except in exceptional circumstances and at the decision of the chair) all votes shall be made public to all Members.

4.4. Election of FMG members

FMG positions will be nominated by Forum members on a bi-annual basis and be agreed by vote. The positions can be held for two consecutive cycles.

4.5. Election and appointment of the SSIP Forum/FMG Chair

The SSIP chairperson will chair the Forum Management Group.

The SSIP chairperson must be a representative of an SSIP Registered member. The chair will be elected bi-annually at the April meeting of the Forum by majority vote of all Member Schemes casting a vote. The positions can be held for two consecutive cycles.

Nominations for Chair will be called for by the SSIP co-ordinator not less than one month prior to due date of elections. Nominations should be returned to SSIP co-ordinator no later than one-week prior to date of the election.

There will be no proxy voting.

4.6. Cost of the Scheme

The cost of running the Forum will be covered by the fees paid by the Scheme Providers and will be shared equally.

4.7. SSIP Financial Management

SAFETY SCHEMES IN PROCUREMENT - COMPETENCE FORUM <i>“Safety competence at the heart of procurement”</i> TERMS OF REFERENCE AND CONDITIONS OF MEMBERSHIP.		
Issue 1		8 October 2009

SSIP finance will be managed by London Borough of Merton. For auditing and financial management purposes, the London Borough of Merton has allocated the SSIP Forum an independent cost code. All invoices relating to SSIP will be generated and payable to the London Borough of Merton.

The SSIP Chair and Coordinator manage the Forum's income and expenditure and regular financial information is reported to the FMG.

4.8. Start up Loan

Founder members contributed £3000 to SSIP as a start up loan. The funds were used to employ a half time SSIP Coordinator with responsibility for the administration and management of the scheme and the cost of developing and managing the web site and publicity costs in promoting the scheme.

This loan will be repaid from the annual membership fees paid by non-Founder Members.

4.9. Enforcement

The Forum Management Group will decide on an appropriate action, and shall have the right to terminate membership of SSIP, should a Scheme Provider fail to abide by the Forum rules or ethos.

5. ASSESSOR COMPETENCE

SSIP Registered members will ensure assessors or auditors appointed or employed by them to do the assessment or audit will have the appropriate competence and associated skills, knowledge and experience to enable them to undertake the assessment/audit. Assessors or auditors who are tasked to complete an application beyond their skills, knowledge and experience must be instructed to pass it to a manager or colleague for action.

The SSIP will ensure as far as possible a common framework for CPD among assessors.

6. PRESS & PUBLIC RELATIONS

No SSIP member shall communicate with representatives of the general or technical press, radio, television or other communications media in relation to the SSIP and its work unless agreed by the Forum Management Group.

SAFETY SCHEMES IN PROCUREMENT - COMPETENCE FORUM
“Safety competence at the heart of procurement”
TERMS OF REFERENCE AND CONDITIONS OF MEMBERSHIP.

Issue 1

8 October 2009

SSIP website is the first port of call to members for clarification of SSIP’s position on issues, and all SSIP members agree to promptly refer all questions or requests related to SSIP to the chair of the FMG.

SSIP press releases will be approved by the FMG in advance of issue.

7. COMMERCIAL CONFIDENTIALITY

SSIP members will respect commercial confidentiality in information provided by other SSIP members.

8. PROMOTING THE SSIP

Promoting the work of the SSIP to the wider audience including its aims is important and, to assist this, Member Schemes are invited to provide monthly or quarterly details of:

- a) Percentage of supplier applications successfully achieving compliance to SSIP threshold standard.
- b) Percentage of supplier applications, which failed to meet the SSIP threshold standard outright.
- c) Lessons learnt from assessments over the period
- d) Estimated savings to scheme clients including savings in fees and resources.

9. COMMERCIAL GAIN AND ENDORSEMENT.

No Scheme Provider shall permit either their scheme, or those conducting an assessment, to make any commercial or personal gain from any part of the assessment, reassessment or verification visit. Any accusation of a breach will be informed to the FMG as soon as possible and a full internal investigation launched by the relevant scheme.

SSIP as a totally independent (umbrella) scheme cannot, under any circumstances, endorse either directly or indirectly, through contract or other means, any product or supplier.

REQUIREMENT FOR SCHEME PROVIDERS

For Forum purposes Registered members will adopt the CDM ACoP Appendix 4 'Stage 1' Core Criteria for use in all pre-qualification assessments of construction-related organisations. No other criteria will be utilised in respect of Forum requirements or in relation to SSIP.

Each Scheme's operation will be reviewed by Independent Auditors appointed by the Forum. Further data requested of the applicant organisation by a SSIP or its Independent Auditors, e.g. financial, Corporate and Social Responsibility CSR, shall be noted as outwith the SSIP remit and certificate.

10. MUTUAL RECOGNITION

SSIP membership requires a "deem to satisfy" agreement that lays down what mutual (or non-mutual) recognition is in place amongst SSIP members. The categories of duty holders for which deem to satisfy can apply are described within the relevant agreement. The independent audit will identify which duty holder roles can be agreed under the deem to satisfy agreement.

10.1. Deem to Satisfy

Scheme Providers agree to accept a current and valid certificate from another SSIP Scheme Provider as adequate proof of meeting the Stage 1 Core Criteria, subject only to a check on current status. In the case that a Scheme Provider has any cause not to accept a certificate from another Scheme Provider, it shall notify the FMG of its refusal and the reasons for that refusal.

A table of Equivalences is available in Appendix 2.

11. ASSESSMENTS UNDERTAKEN BY MEMBER SCHEMES

Schemes will undertake a 'desk-top' assessment of an applicant's submission, against the:

- Core Criteria as set out in Appendix 4 of the CDM b) Depth ACoP.
- Guidance on Appendix 4 as outlined on www.cskills.org.uk/healthsafety/cdmregulations/guidance Annex A

Scheme Providers will accommodate organisations employing less than 5 persons.

Scheme Providers will supplement the above submission by speaking on the phone to, or meeting with, the signatory of the submission and other relevant persons as appropriate.

SAFETY SCHEMES IN PROCUREMENT - COMPETENCE FORUM
“Safety competence at the heart of procurement”
TERMS OF REFERENCE AND CONDITIONS OF MEMBERSHIP.

Issue 1

8 October 2009

12. ANNUAL AUDIT

Membership of SSIP for Schemes providing health and safety assessment is subject to a successful and continued compliance with requirements and an annual audit by an Independent Auditor appointed by the SSIP. The purpose of the Independent Audit is to ensure (for the sake of transparency) that Scheme Providers are following their own, and the SSIP, requirements.

12.1. The audit will be in two parts,

Part A

the quality management system covering:

- written operational procedures
- document control/record management
- customer care/complaints procedures
- resource management
- monitoring, measurement, analysis and improvement

Part B

the ability of scheme reviewers, assessors or auditors.

Current registration with BS EN ISO 9001:2000 constitutes a “deem to satisfy” for part A of the audit on production of a valid certificate.

All costs relating to the audit will be met by the scheme being audited.

The Forum will ensure it regularly receives and considers all reports and review data from Schemes and ensures Non-Conformities are followed through and closed out.

Assessors shall not assess their own Scheme’s work.

Schemes should ensure that the outcomes (including any non-conformities identified) of reviews and audits are addressed.

Schemes shall accept applications in hard copy in addition to any electronic format adopted.

Schemes shall facilitate the work of the Independent Auditor.

Provision of Information

Schemes will promptly provide all relevant and requested information to allow the Independent Auditor to carry out the function.

SAFETY SCHEMES IN PROCUREMENT - COMPETENCE FORUM
“Safety competence at the heart of procurement”
TERMS OF REFERENCE AND CONDITIONS OF MEMBERSHIP.

Issue 1

8 October 2009

13. CERTIFICATES

Scheme Providers shall issue certificates to successful applicants, or on renewal, to their own style in a manner decided by them. However, where possible, certificates should carry the SSIP logo / message as representation of achievement to the SSIP threshold.

In respect of all applicants, Scheme Providers shall clearly state whether they are awarding accreditation to a Contractor, Designer, CDM-Co-ordinator or a combination of these duty holders. Although most of the assessment is the same, regardless of duty holder, there are some divergences within Appendix 4 of the CDM ACoP.

The presentation of a certificate on its own should not be considered proof of registration. The SSIP website will publish and maintain a list of scheme members and an equivalence table – Appendix 2.

14. MEMBERSHIP OF THE SSIP

Membership of the SSIP is open to any health and safety competence pre-qualification scheme used in the United Kingdom, either operating in the public or private sectors and includes schemes run by individuals or individual organisations and other prequalification schemes which adhered to the terms outlined in the deed to satisfy agreement.

Membership for health and safety assessment schemes is subject to the satisfactory provision of a portfolio of evidence and subsequent independent annual third party audit.

15. APPLICATION FOR MEMBERSHIP

The initial application should be completed and submitted to the SSIP Coordinator. An application form is available from the SSIP web site (SSIP.org.uk), and the application requires payment of a non-refundable application fee to cover administrative costs.

16. ANNUAL MEMBERSHIP FEES

An annual membership fee is payable based on the type of membership and/or the number of suppliers registered with a Scheme. The first year fee will be invoiced following acceptance into the SSIP, agreement to the deed to satisfy and, in the case of a health and safety assessment schemes, successful completion of the third-party audits.

SAFETY SCHEMES IN PROCUREMENT - COMPETENCE FORUM
“Safety competence at the heart of procurement”
TERMS OF REFERENCE AND CONDITIONS OF MEMBERSHIP.

Issue 1

8 October 2009

SSIP membership is subject to an annual renewal payment by invoice of a membership fee paid in advance.

Membership fees from members who are not Founder members of the SSIP will fund the repayment of the (£12K) start-up loan made by Founder Members over a five year period or sooner if it can be achieved.

Founder member schemes will pay a discounted fee.

Figure 1: Table of SSIP Fee – Registered Members (2009)

Number of registered businesses	Annual Fee p/a (None Founder)	Annual Founder Member fee p/a
Fewer than 1000	£1000	Not applicable
Between 1000 and 10000	£3000	£2000
Greater than 10000	£5000	£4000
Affiliate Member	£1000	Not applicable
Co-opted member	£Free	Not applicable

17. ADVERTISING MEMBERSHIP

Scheme Providers may advertise their membership of the Forum, as providing a means whereby organisations can demonstrate compliance with Stage 1 assessment of the CDM ACoP.

All use of the SSIP brand must be for membership purposes only, and use only the official logo(s) made available by SSIP. Use must be in accordance with any guidelines issued from time to time.

Membership of the SSIP entitles Registered members to use the logo on stationery, livery, web sites and other promotional materials subject to terms and condition for use at Appendix 1.

18. MEMBERS COMPLAINTS AND APPEALS

Member schemes are responsible for managing complaints or appeals relating to any assessment undertaken by them. The SSIP shall not become involved in complaints about an individual scheme unless the complaint is one that has either:

- a) Brought the SSIP into disrepute or
- b) Has the potential to do so.

In the event of a complaint of this nature the FMG Chair will appoint three persons (two non scheme members and one from the relevant scheme) to undertake an

SAFETY SCHEMES IN PROCUREMENT - COMPETENCE FORUM <i>“Safety competence at the heart of procurement”</i> TERMS OF REFERENCE AND CONDITIONS OF MEMBERSHIP.		
Issue 1		8 October 2009

investigation and report back to the SSIP on its findings. The Scheme Provider, as part of the terms of its SSIP membership, agrees to be bound by FMG Chair's decision in respect of any complaint.

Each Scheme will operate its own appeal process.

19. OBLIGATION TO IMPLEMENT SSIP CHANGES

Schemes will have robust methods for ensuring changes or amendments to the SSIP Forum Terms of Reference are communicated to and implemented within their Schemes and by their assessors and reviewers. The Independent Auditor will confirm whether these have happened effectively.

ASSESSOR, REVIEWERS AND AUDITORS

Schemes shall ensure their Assessors have adequate competence to undertake an assessment of a Contractor, Designer or CDM-Coordinator's compliance with the CDM corporate competence core criteria given in appendix 4 of the CDM ACoP (Stage 1).

20. ASSESSOR QUALIFICATION

The minimum level of qualification for conducting a health and safety assessment is:

- the NEBOSH national general certificate or equivalent
- having, or working towards, a formal audit/assessment qualification e.g. IRCA, or have successfully taken the
- Forum's assessment training module

21. ASSESSOR EXPERIENCE

The Assessor must have adequate experience of successfully:

- providing advice or guidance on health and safety issues to Contractors and/or Designers, or
- being responsible for delivery of health and safety management.

22. ASSESSOR SOFT SKILLS

SAFETY SCHEMES IN PROCUREMENT - COMPETENCE FORUM
“Safety competence at the heart of procurement”
TERMS OF REFERENCE AND CONDITIONS OF MEMBERSHIP.

Issue 1

8 October 2009

Assessors should be able to demonstrate excellent communications skills both written and oral in a manner all can understand. This could be determined as part of customer feedback in quality control.

23. ASSESSOR CDP TRAINING

Assessors will be active in CPD and the Scheme Provider will need to demonstrate how this is being addressed.

24. NEW ASSESSORS

Newly appointed Assessors shall have their work actively assessed by the Scheme Provider over an initial 6 month period, or 25 assessments, whichever is completed first, to check that they attain the requested standard.

25. REVIEWERS

Schemes shall ensure that they appoint adequate numbers of Reviewers.

Results of reviews will be actioned by Scheme Providers and will also be made available to the Independent Auditor.

26. CONFLICT OF INTEREST

Scheme Providers will ensure their Assessors and Reviewers have no conflict of interest in performing their assessment of organisations, or review of Assessors' work.

27. INDEPENDENT AUDITORS

All Independent Auditors shall, to the satisfaction of the FMG, have:

- formal H&S qualifications.
- industry experience
- experience of auditing

Auditors shall respect the confidentiality of all Scheme material, except that they may share relevant material gathered in the course of an audit with SSIP, via the FMG.

All Independent Auditor outputs will be reported to the Forum and copied to the relevant Scheme Provider.

SAFETY SCHEMES IN PROCUREMENT - COMPETENCE FORUM
“Safety competence at the heart of procurement”
TERMS OF REFERENCE AND CONDITIONS OF MEMBERSHIP.

Issue 1

8 October 2009

VARIATIONS.

27.1. Threshold assessment standards

These are described in the CDM Core Criteria and are subject to annual audit. These may only be changed by review of the CDM Regulations and in such an event, the FMG will advise the Forum on relevant actions and action to be taken.

27.2. Terms of reference and deem to satisfy.

Variations to these Terms of Reference and the associated deem to satisfy may be changed with the agreement of the FMG, and all members shall be notified of changes by direct communication or by publication on the SSIP website.

28. FUTURE CONSIDERATION - VERIFICATION VISITS

For future consideration (Some members may already refer to these as site audits)

The SSIP meeting in September 2008 agreed in principle an interpretation of the CDM 2007 Approved Code of Practice could involve an on-site visit to verify contractors are working in a safe manner. Those schemes not already doing these “verification visits” will undertake to implement an acceptable level of verification as soon as reasonably practicable.

For the purposes of the scheme a “verification visit” is a visit by a competent person to a construction site operated by a compliant accredited or registered supplier registered with the SSIP scheme member. The visit will ensure (verify) the supplier works safely through a proper and established safe system of work or works on site.

Verification visits will be undertaken on between 3 and 5% of compliant or approved contractors. These verification visits can take several forms:

- a) Visits arranged between the assessing scheme and the contractor where the contractor meets all relevant costs relating to that visit.
- b) Visits arranged between the assessing scheme and the contractor where the scheme meets all relevant costs relating to that visit.
- c) Visits carried out by another SSIP scheme.
- d) Visits carried out by another third-party such as a client or their agent.
- e) Visits carried out by safety consultants on behalf of the contractor or a client.

SAFETY SCHEMES IN PROCUREMENT - COMPETENCE FORUM
“*Safety competence at the heart of procurement*”
TERMS OF REFERENCE AND CONDITIONS OF MEMBERSHIP.

Issue 1

8 October 2009

APPENDIX 1

1. LICENCE TO USE THE SSIP COMPETENCE FORUM LOGO

1.1. Terms and Conditions of Use

- a) Only schemes that have successfully completed their annual audit and paid their annual membership fee are authorised to use the *Safety Schemes in Procurement* logo.



- b) Founder Members of the SSIP who have successfully completed their annual audit and have paid their annual membership fee have exclusive use of the logo below that identifies them as a SSIP founder member.



- c) Those organisations wanting to be identified as supporters of SSIP and have had their application approved by the Forum, paid their annual subscription fee are entitled to exclusive use of the (Affiliate) member logo below.

SAFETY SCHEMES IN PROCUREMENT - COMPETENCE FORUM
“Safety competence at the heart of procurement”
TERMS OF REFERENCE AND CONDITIONS OF MEMBERSHIP.

Issue 1

8 October 2009



- d) The logo may be used on promotional material but must be accompanied by an objective explanation of the SSIP. (For example; The Safety Schemes in Procurement Competence Forum (SSIP) is an umbrella organization to facilitate mutual recognition between health and safety pre-qualification schemes wherever it is practicable to do so)
- e) The logo may be used on a member’s website or websites subject to a reference to Copyright.
- f) The SSIP Competence Forum logo is protected under SSIP copyright 2009. Its use is exclusively controlled.
- g) The SSIP logo cannot be reproduced from any other source other than from originals supplied by the SSIP Coordinator.
- h) The logo must appear in a sensible size and position. It must not appear lower or after any other logo other than the member’s own branding (if applicable), but must not be used in conjunction with any other logo in such a way as to suggest a relationship other than membership of SSIP.
- i) The logo can be re-sized, providing the lettering remains legible. Applications for use of the logo outside these guidelines and restrictions must be made in advance and in writing to The SSIP Coordinator, 3rd Floor, Civic Centre, London Road, Morden. SM4 5DX

SAFETY SCHEMES IN PROCUREMENT - COMPETENCE FORUM “ <i>Safety competence at the heart of procurement</i> ” TERMS OF REFERENCE AND CONDITIONS OF MEMBERSHIP.		
Issue 1		8 October 2009

1.2. How the logo may be used.

The logo must be used subject to the terms and conditions laid out in this license. Use of the logo is exclusive to those who maintain membership of the SSIP and have paid their annual license.

The logo may be used in the following:

- a) a scheme members stationery (including letter headed paper, envelopes, compliment slips and business cards);
- b) on the members website;
- c) a member's advertisements (TV, press, posters, magazines, internet);
- d) a member's promotional literature; and,
- e) a member's exhibition stand or stands.

APPENDIX 2

TABLE OF EQUIVALENCES 5 October 2009

Name of Scheme	Date Audited	Construction Contractor	Principal Contractor	CDMC	Designer	Group	Non-Construction	Care Service Provider
CHAS (Compliant)	15 May 2009	✓	✓	✓	✓	✓	✓	✓
CHAS (Accredited)	15 May 2009	✓	✓	✓	✓	✓	✓	✓
NHBC (SafeMark)	12 June 2009	✓	✓	✓	✓	✓	x	x
NHBC (Accreditation)	12 June 2009	✓	✓	x	x	✓	x	x
EXOR (Gold)	11 June 2009	✓	✓	✓	✓	NA	✓	✓
EXOR (Silver Plus)	11 June 2009	NA	NA	NA	✓	NA	NA	x
EXOR (Bronze Plus)	11 June 2009	✓	✓	✓	✓	x	✓	x
EXOR (Health & Safety Qualified)	11 June 2009	✓	✓	✓	✓	x	NA	NA
SMAS	15 July 2009	✓	✓	NA	NA	NA	✓	x
Altius VA	21 September 2009	✓	✓	✓	✓	✓	x	x
Facilities Services Group	23 September 2009	✓	✓	NA	NA	✓	✓	NA
Eurosafe UK Ltd	28 September 2009	tbc	tbc	tbc	tbc	tbc	tbc	tbc

Key

- ✓ = Audit outcome was SSIP Forum Deem to Satisfy achieved
- x = Audit outcome was SSIP Forum Deem to Satisfy not achieved
- NA = Not applicable as the audit scope did not include category

APPENDIX 3

Terms and Conditions of Co-opted Membership

These terms and conditions (Terms) set out the terms of co-opted membership of the Safety Schemes in Procurement Forum (SSIP) by a co-opted member.

The Co-opted Member (or Member) is the corporate body, full details of which appear in the Co-opted Membership application form.

Co-opted membership of the SSIP is available to organisations complying with the following:

1. Industry bodies such as CIC, organisations, or institutions validated by the Engineering Council or body such as the Architects Registration Council
2. Representing a wide, but relevant section, of the construction industry
3. Having a constitution and organisational structure allowing fair and reasonable representation of its membership
4. Representing a profession or established authority within the industry
5. Having relevance to the remit and workings of the SSIP and construction industry Health and Safety
6. Membership will be strictly in accordance with the consent of the SSIP FMG
7. Membership will be reviewed every two years
8. Members shall have due respect to the workings of the Forum. Any matters considered confidential or sensitive shall be treated as such
9. Members shall always act in the interest of the Forum or inform the FMG why they cannot

SAFETY SCHEMES IN PROCUREMENT - COMPETENCE FORUM		
<i>“Safety competence at the heart of procurement”</i>		
TERMS OF REFERENCE AND CONDITIONS OF MEMBERSHIP.		

Issue 1		8 October 2009
---------	--	----------------

10. Members may be asked to leave at any time where it is shown that any of the terms and conditions have been seriously ignored to the detriment of the SSIP

11. The decisions of the FMG are final and no detailed discussions or debates will be entered in to at any time.

APPENDIX 4

Terms and Conditions of Affiliate Membership

These terms and conditions (Terms) set out the terms of affiliate membership of the Safety Schemes in Procurement Forum (SSIP) by an affiliate member.

The Affiliate Member (or Member) is the corporate body, full details of which appear in the Affiliate Membership application form.

1. Agreed Terms

- 1.1 Subject to the provisions of these Terms, the Member shall be entitled to describe itself as an Affiliate Member of the SSIP but the Member shall not represent itself as an agent of SSIP for any purpose, nor make any representation on SSIP's behalf.
- 1.2 The Member shall keep SSIP indemnified in full against all direct, indirect and consequential liabilities (including, but not limited to, loss of profits, loss of business and loss of contracts), loss, damages, injury, costs and expenses (including legal and professional fees) awarded against or paid by SSIP in connection with any claim made against SSIP in the event that SSIP is held to be acting as the Member's agent or otherwise arising through the Member's breach of these Terms.
- 1.3 The Member acknowledges that where it is offered particular membership benefits by SSIP, such benefits are on such terms as SSIP in its absolute discretion determines and may be subject to withdrawal or amendment at any time.

2. Fees and Payment

SAFETY SCHEMES IN PROCUREMENT - COMPETENCE FORUM
“Safety competence at the heart of procurement”
TERMS OF REFERENCE AND CONDITIONS OF MEMBERSHIP.

Issue 1

8 October 2009

- 2.1 An annual membership fee shall be payable by the Member to SSIP. Such membership fee shall be payable (without deduction or set off) by the Member, annually in advance, within 30 days of the date of the invoice issued by SSIP. **Where** membership commences part way through a membership year, the Member shall be required to pay a pro-rata amount of the annual membership fee
 - 2.2 The annual membership fee shall be at such rates as SSIP shall determine from time to time, as notified to the Member. SSIP will give the Member written notice of any annual increases in the annual membership fee prior to the next renewal date.
 - 2.3 The annual membership fee shall be exclusive of VAT, which SSIP shall add to its invoices at the appropriate rate, where applicable.
 - 2.4 Without prejudice to any other right or remedy that it may have, if the Member fails to pay SSIP on the due date, SSIP may:
 - (a) charge interest on such overdue sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of the Bank of England, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Member shall pay the interest immediately on demand. SSIP may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and/or
 - (b) suspend the Member's membership until payment has been made in full.
3. Member's Obligations
- 3.1 The Member agrees to:
 - (a) adhere to the principles promoted by the SSIP from time to time;
 - (b) abide by any legal requirements and/or statutory or voluntary code(s) of practice applicable to its own trade, industry or profession;
 - (c) ensure that its Affiliate Membership of SSIP is not used to endorse any commercial or business activity by the Member or any third party or to obtain any commercial advantage;
 - (d) inform SSIP immediately of any changes in ownership or control (as defined in section 574 of the Capital Allowances Act 2001) of the Member and of any change in its organisation or method of doing business which might affect the performance of the Member in meeting its obligations under these Terms; and

SAFETY SCHEMES IN PROCUREMENT - COMPETENCE FORUM
“Safety competence at the heart of procurement”
TERMS OF REFERENCE AND CONDITIONS OF MEMBERSHIP.

Issue 1

8 October 2009

- (e) inform SSIP immediately of any current or pending legal proceedings against the Member for actual or potential breaches of civil or criminal regulatory legislation or breach of any statutory or voluntary code(s) of conduct, rules or regulations particular to the Member's own trade, industry or profession.

4. Relationship with SSIP

4.1 The Member shall not:

- (a) represent that the SSIP endorses any of the Member's products or services;
- (b) undertake any act or omission that might reasonably be expected to bring the SSIP into disrepute or be prejudicial to SSIP or its operations;

4.2 The Member shall observe all directions and instructions given by SSIP (whether under clause 5 below, or otherwise) for the promotion and advertisement of the Member's relationship with SSIP. The Member shall not make any additional written or oral statement as to the relationship with SSIP without SSIP's prior written approval.

4.3 The Member acknowledges that on becoming a Member, SSIP gives no representations or warranties as to any increase in business or other benefits that the Member might experience by dint of such membership.

5. Member's Use of SSIP Marks

5.1 SSIP's Trade Marks, logos, images and descriptions, and their permitted usage, are defined in SSIP's Corporate Identity & Usage Guidelines and Corporate Affiliate Membership Identity.

The member will follow these guidelines and rules in the production of all materials and their usage of these marks.

5.2 The Member shall only be entitled to use SSIP's approved wording to describe its relationship with SSIP. The current form of approved wording is as follows:

'As an Affiliate Member of the SSIP, [COMPANY NAME] are committed to the core values and aims of the scheme and to support and promote the principles of the scheme which are:

- to act as an umbrella organization to facilitate mutual recognition between health and safety pre-qualification schemes wherever it is practicable to do so

SAFETY SCHEMES IN PROCUREMENT - COMPETENCE FORUM
“Safety competence at the heart of procurement”
TERMS OF REFERENCE AND CONDITIONS OF MEMBERSHIP.

Issue 1

8 October 2009

- actively advise and influence clients about acceptable interpretation and appropriateness of health and safety competence standards in UK schemes
- embrace the core guidance on competence and training in the Approved Code of Practice (ACoP) of the Construction (Design and Management) Regulations 2007.

- 5.3 The approved wording must be used on its own and not linked with any other wording or descriptions. It should not be modified or adapted in any way except with the prior written consent of SSIP.
- 5.4 SSIP shall be entitled to revise such approved wording from time to time. The Member agrees only to use such approved wording and to promptly remove any superseded approved wording, where required.
- 5.5 SSIP shall be entitled to withdraw approval of any wording used by the Member with reference to SSIP in any circumstances.
- 5.6 The Member shall be required to submit to SSIP for prior approval any materials bearing any reference to SSIP or its trade marks which are not strictly in accordance with SSIP's guidelines or approved wording from time to time in force. SSIP shall respond, indicating its approval or rejection of such materials, as soon as reasonably practicable following receipt.
6. Intellectual Property Rights
- 6.1 Where the Member is permitted by SSIP to use the trade marks or any other intellectual property rights of SSIP, such intellectual property rights shall continue to belong to SSIP or its licensors.
- 6.2 The Member shall be licensed to use such intellectual property rights only as permitted by these Terms and for no other purpose. Such licence is on a non-exclusive, non-transferable basis solely for the duration of the Member's membership.
7. Compliance
- 7.1 SSIP shall serve on the Member an information notice requiring the company to furnish SSIP with such information as SSIP may reasonably require relating to:
- (a) use of all materials promoting the Member's status as a Affiliate Member of SSIP, including press announcements, marketing and promotional materials; and

SAFETY SCHEMES IN PROCUREMENT - COMPETENCE FORUM
“Safety competence at the heart of procurement”
TERMS OF REFERENCE AND CONDITIONS OF MEMBERSHIP.

Issue 1

8 October 2009

- (b) use of SSIP’s trade marks, logos, images, and descriptions by the Member on all its printed and published materials including, letters, business cards, web sites, to ensure compliance with these Terms; and
- (c) examples of the Member’s initiatives and activities that actively support SSIP goals and values.

7.2 SSIP will review any information available in the public domain produced by the Member to assess compliance with these Terms.

8. Termination

8.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the agreement set out in these Terms if:

- (a) the Member fails to pay any membership fees within 30 days of any invoice date;
- (b) the Member commits any material or persistent breach of any of these Terms and (if such breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach;
- (c) the Member is involved in any actions, civil or criminal proceedings or any other acts or omissions in respect of which the Member’s continued membership may, in the sole opinion of SSIP, be prejudicial to SSIP or bring SSIP into disrepute;
- (d) the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
- (e) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (f) there is a change of control of the Member.

9. Effects of Termination

SAFETY SCHEMES IN PROCUREMENT - COMPETENCE FORUM
“Safety competence at the heart of procurement”
TERMS OF REFERENCE AND CONDITIONS OF MEMBERSHIP.

Issue 1

8 October 2009

9.1 On termination of these Terms for any reason:

- (a) the Member shall immediately pay SSIP any sums owing to it as at the date of termination;
- (b) the Member shall within 7 working days of termination ensure that any reference to SSIP of the Member's corporate affiliate membership of it together with any of SSIP's trade marks, are removed from all advertising and promotional materials, websites, stationery and other Member materials;
- (c) the Member shall immediately cease promoting and advertising its relationship with SSIP and distributing any materials referring to it; and
- (d) the Member shall take all reasonable steps to ensure that third parties are not misled as to the current relationship with SSIP by virtue of any materials that remain in the marketplace and public domain.

10. Limitation of Liability

10.1 This clause 10 sets out the entire financial liability of SSIP (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Member in respect of:

- (a) any breach of these Terms;
- (b) any use made by the Member of its membership of SSIP; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Terms.

10.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

10.3 Nothing in these Terms limits or excludes the liability of SSIP:

- (a) for death or personal injury resulting from negligence; or
- (b) for any damage or liability incurred by the Member as a result of fraud or fraudulent misrepresentation by SSIP.

SAFETY SCHEMES IN PROCUREMENT - COMPETENCE FORUM
“Safety competence at the heart of procurement”
TERMS OF REFERENCE AND CONDITIONS OF MEMBERSHIP.

Issue 1

8 October 2009

- 10.4 Subject to clauses 10.2 and 10.3, SSIP shall not be liable for loss of profits; loss of business; depletion of goodwill and/or similar losses; loss of anticipated savings; loss of goods; loss of contract; loss of use; loss of corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 10.5 Subject to clauses 10.2 and 10.3, SSIP's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the annual membership fee paid by the Member in the year to which any claim relates.
- 10.6 Whilst SSIP uses all reasonable endeavours to ensure that any SSIP website used by Members is available at all times, SSIP makes no warranty that any such website will meet any Member's requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected or that the website or the server that makes it available is free of viruses or bugs or is fully functional, accurate or reliable.

11. Confidentiality

- 11.1 The Member shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Member by SSIP, its employees, agents, consultants or subcontractors and any other confidential information concerning SSIP's business or its products which the Member may obtain.
- 11.2 The Member may disclose such information:
- (a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of its membership of SSIP in accordance with these Terms; and
 - (b) as may be required by law, court order or any governmental or regulatory authority.
- 11.3 The Customer shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this clause 11.
- 11.4 This clause 11 survives the termination of the Member's membership for any reason.

12. Data Protection

SAFETY SCHEMES IN PROCUREMENT - COMPETENCE FORUM		
<i>“Safety competence at the heart of procurement”</i>		
TERMS OF REFERENCE AND CONDITIONS OF MEMBERSHIP.		

Issue 1		8 October 2009
---------	--	----------------

12.1 The Member acknowledges and agrees that details of the Member's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of SSIP in connection with the Member's membership of SSIP, including sending details of membership benefits.

13. Force Majeure

SSIP shall have no liability to the Member if it is prevented from, or delayed in performing, its obligations under these Terms or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of SSIP or any other party), failure of a utility service, communications or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

14. Waiver

A waiver of any right under these Terms is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under these Terms or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise.

15. Severance

15.1 If any provision of these Terms (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Terms, and the validity and enforceability of the other provisions of the Terms shall not be affected.

15.2 If a provision of these Terms (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

16. Entire Agreement

SAFETY SCHEMES IN PROCUREMENT - COMPETENCE FORUM		
<i>"Safety competence at the heart of procurement"</i>		
TERMS OF REFERENCE AND CONDITIONS OF MEMBERSHIP.		

Issue 1		8 October 2009
---------	--	----------------

- 16.1 These Terms (and any documents referred to in them) constitute the whole agreement between the parties and supersede all previous agreements between the parties relating to its subject matter.
- 16.2 Each party acknowledges that, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract) save as expressly provided in these Terms.
- 16.3 Nothing in this clause shall limit or exclude any liability for fraud.

17. Assignment

Membership is personal to the Member, who shall not, without the prior written consent of SSIP, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms.

18. No Partnership or Agency

Nothing in these Terms is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

19. Rights of Third Parties

A person who is not a party to these Terms shall not have any rights under or in connection with them.

20. Notices

- 20.1 Any notice or other communication required to be given under these Terms shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party and for the attention of the person specified in the membership application form, or as otherwise specified by the relevant party by notice in writing to the other party.

<p>SAFETY SCHEMES IN PROCUREMENT - COMPETENCE FORUM <i>“Safety competence at the heart of procurement”</i> TERMS OF REFERENCE AND CONDITIONS OF MEMBERSHIP.</p>		
Issue 1		8 October 2009

- 20.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in clause 20.1 or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 20.3 This clause 20 shall not apply to the service of any proceedings or other documents in any legal action.
- 20.4 A notice required to be given under these Terms shall not be validly served if sent by e-mail.

21. Governing Law and Jurisdiction

- 21.1 These Terms, and any dispute or claim arising out of or in connection with them or their subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.
- 21.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, these Terms or their subject matter.

Please complete, sign and return the section below and return a copy of the whole document to the SSIP Coordinator, 3rd floor, Merton Civic Offices, London Road, Morden SM4 5DX.

Organisation name and address

.....

.....

.....

SAFETY SCHEMES IN PROCUREMENT - COMPETENCE FORUM
"Safety competence at the heart of procurement"
TERMS OF REFERENCE AND CONDITIONS OF MEMBERSHIP.

Issue 1

8 October 2009

.....

.....

Contact:

Signature:

Print Name:

Position:

Date: