SERMI UK TERMS AND CONDITIONS OF APPROVAL

These Conditions are a contract between us and you.

1. Interpretation

1.1 Below are certain words that have specific meaning in these Conditions and wherever they appear, they have the following corresponding meaning:

Appeal Documents means the Appeal Notice and the Appeal Submissions (if any).

Appeal Notice has the meaning given to that term in Condition 9.2.

Application Fee means the Fee payable by you on application for Approval as specified on the Fee Tariff.

Application Form means the application form for Approval to which these Conditions are attached.

Approval means the process in place to ensure the requisite checks have been carried out and all requirements have been met for an IO, an IO employee, an RSS or an RSS employee.

Approved IO Employee means an employee of the Independent Organisation (IO) nominated by the IO to apply for access to security information.

Approval Marking means the design or symbol provided by us for you to use, within limitations, once you have received approval.

Approval Period means the time designated from when approval is granted to a customer, to when they have to renew their approval.

Check means the submission and verification of documents before Approval, during unannounced audits or re-approval audits.

Control means the ability of a person to direct the affairs of your business whether by virtue of the ownership of the business, shares, contract or otherwise.

Conformity Assessment Body (CAB) means RMISC (RMI Standards and Certification) acting on behalf of the Trust Centre in accordance with the SERMI Scheme to approve Independent Organisations (IO) or Remote Service Suppliers (RSS).

Data Protection means the process in place to ensure that access to personal information is restricted and it is not made available to parties not involved in the Approval process.

Fault means a matter giving rise to a decision by us (1) not to grant Approval to you; (2) not to renew your Approval.

Fees means any fees payable to us pertaining to Approval matters pursuant to these Conditions.

Fee Tariff means the tariff of Fees as published by us from time to time.

Identity Verification means the authentication process of confirming or denying that a claimed identity is correct by checking the supporting data.

IGA means Independent Garage Association

Independent Operator (IO) is the organisation applying for approval to the SERMI UK scheme. An IO company is a workshop or a remote service supplier.

New Approval means an Approval to replace your existing Approval issued by us during an Approval Period to certify that you have achieved renewed Approval and which shall, for the avoidance of doubt, also certify you in respect of the Service covered by your original Approval.

Remote Services Supplier (RSS) means a service provider offering remote technical services to an IO based on VM's security-related repair and maintenance information, performing remotely the programming or fitting activating of parts and equipment on a vehicle.

Revocation Notice has the meaning given to that term in Condition 8.2.

Security-Related Repair and Maintenance Information (SERMI) means the information, software, functions and services required to repair and maintain the features included in a vehicle by the manufacturer to prevent the vehicle from being stolen or driven away and to enable the vehicle to be tracked and recovered.

Service means the 'security-related repair and maintenance information' or 'security-related RMI'.

Suspension Check means a document check or inspection (which may involve a visit to your premises) carried out by us to assess whether you have rectified all matters that caused your approval to be suspended and accordingly whether you are eligible for your approval to be reinstated.

Suspension Check Fee means any Fee payable in respect of a Suspension Check as specified on the Fee Tariff.

Validity Period means the 60-month period of scheme approval.

We/Our/Us means RMISC (RMI Standards and Certification).

Website means http://sermi.co.uk

You/Your means the person, company, organisation or entity named in the Application Form.

1.2 Condition headings do not affect the interpretation of these Conditions.

1.3 **Writing** or **written** includes email but not faxes.

1.4 Words in the singular include the plural and words in the plural include the singular.

1.5 Words importing the masculine shall also include the feminine and words importing natural persons shall also include corporations, firms, partnerships, associations, organisations, governments, states, foundations and trusts.

1.6 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding these terms.

1.7 References to these Conditions or any particular Condition is, save where the contrary is indicated, a reference to these terms and conditions or, as the context may require, to a specific term or condition within these terms and conditions, in each case, as the same may be varied, amended, supplemented or novated from time to time.

2. Approval Process

2.1 You warrant and represent that all information you submit to us:

(a) in respect of your application for Approval whether on the Application Form, audit or otherwise; and/or

(b) throughout a Validity Period,

is truthful, accurate and up to date. When information provided is no longer current, such information must be promptly updated, within at least 3 working days.

2.2 Following the receipt by us of a completed Application Form we shall send you the invoice for the Application Fee and checklist outlining the documentation we require you to submit.

2.3 You must pay the amount stipulated on the invoice.

2.4 Throughout your approval period, you agree to abide by the requirements laid out in the latest version of the Scheme for accreditation, approval and authorisation to Access Security-related Repair and Maintenance Information (RMI) as published by the SERMI operations group and the related UK Annex.

3. Application

3.1 Your legal representative and all prospective authorised employees shall apply for a Disclosure and Barring System (DBS) check and you shall submit the results to us.

3.2 You shall provide a digital signature to document your agreement to these terms and conditions when you receive them.

3.3 Upon receipt of the SERMI contract, you shall review the contract, sign it and return to us to signify your agreement to the conditions therein.

4. Application Review

4.1 Once we receive the application form, we will inform you of any omissions and ask you to submit the required documents within a stipulated timescale.

4.2 You acknowledge and agree that RMISC, acting as the CAB, may store the information for future use. We will keep all information confidential and only disclose information to external parties with your express approval.

4.3 In order for you to meet the criteria for Approval, we must be satisfied that:

(a) there is a legal business in place;

(b) any person listed has a clean criminal record;

(c) you have provided proof of activity in the automotive area;

(c) there is a regular business in the Service; and

(d) there is no circumstance known to you that could reasonably be expected to bring us into disrepute.

e) the requirements of 4.3.3 of the amendment to Annex X of Regulation (EU) 2018/858 have been met.

5. Independent Operator Employee (IOE)/Remote Service Supplier (RSSE) Check

5.1 With the submission of documentation you agree to send us the name/s of the individual/s whom you have selected to be the Approved IOE/RSSE

5.2 You agree to carry out a Disclosure and Barring Service (DBS) check on the nominated IOEs/RSSEs and submit the report to us. The date of submission shall be a maximum of 3 months from the date of the check. We reserve the right for an updated DBS check at any point during the approval period.

5.3 Any IOEs/RSSEs that have been resident in the UK for a period of less than 3 years may be required to provide additional information.

5.4 You agree that members of staff deemed to have failed the DBS check will not be added to the list of approved members of staff or removed if they have been approved on a previous occasion.

5.5 You agree to inform us of any changes that may affect IO/RSS and/or IOE/RSSE approval including, but not limited to, employee departures, employee convictions, County Court Judgements etc.

5.6 You agree to actively prevent access to the SERMI system by anyone not approved to do so, including any individuals,

(a) not an Approved IOE/RSSE,

(b) who have applied for IOE/RSSE status, but have failed to fulfil the requirements,

(c) who are an Approved IOE/RSSE but where you are aware of facts that, if notified to the RMISC, would result in such approval being revoked

6. Approved IO Employee Check

6.1 With the submission of documentation you agree to send us the name/s of the individual/s whom you have selected to be the Approved IO Employee/s.

6.2 You agree to provide a Disclosure and Barring Service (DBS) check, dated within 6 months of the application date, for each nominated Approved IO Employee.

6.3 You agree that members of staff deemed to have failed the DBS check will not be added to the list of Approved IO Employees or removed if they have been approved on a previous occasion.

6.4 You agree that IO Employees on the approval list will be present on-site at the time of an arranged inspection. Any IO Employee/s not present may not be approved and you also agree to pay for any re-inspection costs incurred to approve those IO Employees.

6.5 You agree to inform us of any changes that may affect Approval including, but not limited to, employee departures, employee convictions, County Court Judgements etc.

7. Identity Verification

7.1 Once we are satisfied with the application and accompanying documents, you shall register with the Identity Verification organisation using the link we have sent you.

7.2 You shall co-operate with the ID verification organisation and submit all the required information.

8. Fees

8.1 All fees that you may incur in connection with these Conditions shall be stated in the Fee Tariff. We shall display the Fee Tariff on the Website.

8.2 We reserve the right to alter the Fee Tariff at any point, including during the contract period. You have the right to cancel the contract by providing written notice to the RMISC within 30 days of any alteration if you do not agree to the alteration in Fee Tariff,

8.3 Any changes to the Fee Tariff shall be displayed on the Website at least one month prior to any changes taking effect. You agree to this electronic means of communication.

8.4 You shall pay all Fees (plus VAT):

(a) in pounds sterling;

(b) within seven days of payment becoming due; and

(c) without any deduction or set-off whatsoever.

8.5 We shall not carry out any Check unless you have paid us the Fee for such check in full.

8.6 All Fees paid to us are non-refundable regardless of whether Approval is granted, denied, revoked or terminated.

8.7 All representations made in the invoice are made on the basis that errors and omissions are excepted.

8.8 RMISC reserves the right to vary the application fee in the event of a variation, and notice will be provided in a reasonable time.

8.9 We may charge interest on overdue amounts at the rate of 8% a year above Bank of England base rate accruing on a daily basis compounded quarterly.

8.10 IOs/RSSs who withdraw from the SERMI scheme and apply for re-approval may be required to pay an approval fee as well as any outstanding payments.

8.11 We reserve the right to charge an administration fee if you withdraw from the scheme after application and before any payments have been taken.

9. Approval and Marketing

9.1 Once all approvals decisions are made, you will be informed of this and you will receive the associated permission.

9.2 Once approved, we grant you a non-exclusive licence to use the Approval Marking and supporting marketing material.

9.3 You acknowledge that we are and shall remain at all times the owner of all Approval Markings and that any goodwill created or derived by the use by you of the Markings shall accrue and belong to us. You shall not acquire any rights in or to use the Markings other than by way of licence as set out in these Conditions.

9.4 You shall not do, or omit to do, or permit to be done, any act that will or may, in our opinion, weaken, damage or be detrimental to the Approval Marking or the reputation or goodwill associated with the Approval Marking or us, or that may, in our opinion, be misleading or invalidate or jeopardise any registration of the Approval Marking. We shall be entitled to terminate Approval forthwith in the event of a breach of this Condition.

9.5 You shall only use the Approval Marking or claim by implication that you are approved to do so, in respect of the scheme for which you are approved.

9.6 You agree that you will only use the Approval Marking in accordance with these Conditions.

9.7 You shall use and reproduce the approval marking only in its exact form as approved by us and you may not amend or modify it at any time, in any manner or to any extent. You shall refer to us in writing any issues and queries in connection with the approval logo or its correct usage or reproduction.

9.8 We shall notify you of any amendments or modifications to the approval marking by way of the Website.

9.9 For the avoidance of doubt, you agree to stop using the approval logo upon:

9.9.1 any period in which approval has been suspended; or

9.9.2 the expiry, termination, or revocation of approval for any reason

and on such cessation, you shall forthwith cease to use and display the approval logo in all respects, including, for the avoidance of doubt, on materials (including promotional material, signage and websites) and literature (including without limitation letterhead and e-mails) and, at our request, destroy any such items.

10. Site Inspections

10.1 We shall conduct a minimum of 2 on-site inspections within every 60-month approval validity period.

10.2 One of the minimum 2 on-site inspections shall be a random unannounced on-site inspection during the validity period of each IO/RSS.

10.3 The other of the minimum 2 on-site inspections shall be an IO/RSS requested on-site inspection in the last 6 months of the validity period. Where an IO/RSS has submitted a renewal application, this inspection will be utilised to determine the renewal outcome of the IO/RSS.

10.4 If WE need to rearrange the date of the renewal inspection, we shall notify you in advance and arrange a new date. If YOU need to rearrange the date, you must give at least seven days prior written notice to us. If you give us less than seven days written notice, we reserve the right to charge a further Application Fee.

10.5 Prior to the date of the renewal inspection, you shall advise us in writing of any special conditions or requirements that we will need to comply with during the inspection, including any personal protective equipment to be worn during the inspection.

10.6 In carrying out the onsite inspections, we may require access to part or all of your premises, documents and personnel will require full assistance and cooperation from you to facilitate our inspections of premises, buildings, vehicles, equipment and any, or all documents, books, records or information relevant thereto and access to your personnel.

10.7 You will, to the best of your ability, ensure that all IO/RSS employees registered with the Trust Centre co-operate with our auditors and provide them with all requested information.

10.8 When carrying out the audit, we may be accompanied by individuals from third-party organisations. You acknowledge that you will provide them with the same access and co-operation as outlined in 4.6.

10.9 Appropriately qualified personnel will perform the services and determine the outcome of audits and reviews. We may change such personnel at any time and may carry out audits remotely and/or use technology to capture client information where in our opinion, it is reasonable to do so.

10.10 We may abort an audit while on your site without RMISC being in breach of Contract if we believe there is a risk to safety, or you do not comply with relevant health and safety rules.

10.11 We reserve the right to charge an additional fee if, upon arrival, we are unable to complete the audit for any reason and we have to return.

11. Renewal of Approval

11.1 Subject to your Approval not having been revoked, we shall write to you no later than six calendar months prior to the expiry of an Approval validity period, giving you the option to apply for renewal of your Approval, together with a notification of the Approval fees for the subsequent period. We will also notify you of the process this will entail.

11.2 In order to renew your Approval for a further Approval period you must pay us, in cleared funds, the renewal fees, no later than the date of expiry of the current Approval Period.

11.3 Following payment of the required fees, we will carry out all necessary checks, including a site inspection, to verify your continuing adherence to approval requirements.

11.4 Once you have paid the renewal fees and we have carried out the necessary checks to our satisfaction, in accordance with clause 12.2, we shall:

(a) renew your Approval for a further Validity Period, commencing on the date immediately following the date of expiry of your current Validity Period; and

(b) issue you with a new Approval.

11.5 If we are unable to carry out a renewal audit, for any reason, before the expiry date of your current approval, your approval will lapse and you will be required to re-apply.

12. Suspension and Revocation of Approval

12.1 We shall be entitled at any time to suspend or revoke your approval if:

(a) you fail to pay any Fees as and when they are due; or

(b) you do not permit us to carry out checks in accordance with these Conditions; or

(c) you fail any checks; or

(d) a fault has been revealed which, in our opinion at our absolute discretion, is serious enough to warrant suspension or revocation; or

(e) You or any approved persons provide access to the SERMI system for any persons who have not been approved to do so or an approved IOE/RSSE accesses information in any unauthorised manner.

(f) you have a bankruptcy petition issued against you; or

(g) you become bankrupt or make a composition or arrangement or moratorium with your creditors; or

(h) you have a petition for winding up or administration order made against you, or a resolution for voluntary winding up passed; or

(i) you have a provisional liquidator, administrator, supervisor, trustee, manager of your business or undertaking duly appointed, or have possession taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in or subject to the floating charge, or have any cheque or negotiable instrument issued by you dishonoured or any demand by payment served on you under sections 123 or 268 of the Insolvency Act 1986, or any subsequent relevant enactments; or

(j) you have any conviction for an offence which in our opinion discredits your reputation and good faith; or

(k) you incur, suffer or be the subject of any fact, matter, thing or process analogous to the above in any jurisdiction; or

(l) you undergo a change of Control; or

(m) in our opinion, you are in breach of these Conditions.

12.2 Revocation of your approval may be notified initially by us in writing or orally at our discretion and any such revocation will commence upon the date of such oral or written notification (the **Revocation Notice**). Notwithstanding the manner of delivery of the Revocation Notice, we shall notify you in writing of the reason(s) giving rise to such revocation within 14 days of the Revocation Notice.

12.3 Suspension of your approval may be notified initially by us in writing or orally at our discretion and any such suspension will commence upon the date of such oral or written notification (the **Suspension Notice**). Notwithstanding the manner of delivery of the Suspension Notice, we shall notify you in writing of the reason(s) giving rise to such suspension within 14 days of the Suspension Notice.

12.4 If within three months of the date of a Suspension Notice, you believe you have rectified the matter causing suspension (if we have deemed the same rectifiable) you can request a Suspension Check. We in our absolute discretion shall direct the manner and process of the Suspension Check which may include (without limitation) written submission of documents or evidence of satisfaction of the matter(s) causing the suspension or a visit to your premises.

12.5 If following the Suspension Check we are satisfied that you have rectified the matter(s) causing the suspension we shall reinstate your Approval. For the avoidance of doubt an Approval Period shall not be extended to take account of the period when you were suspended.

12.6 If you:

(a) do not apply for a Suspension Check within three months of your Approval being suspended; or

(b) do not have your Approval re-instated following a Suspension Check, subject to our discretion, your Approval shall be terminally revoked such that, if you still seek Approval, you will need to re-apply for Approval by issuing a new Application Form and paying a new Application Fee.

12.7 The delay or failure of either to enforce at any time one or more of the terms and conditions herein, shall not be a waiver of them or of the right at any time subsequently to enforce all the terms and conditions herein.

13. Appeals

13.1 If you wish to appeal against any decision made by us pursuant to these Conditions, you must do so in writing to us no later than 28 days of being served the decision against which you are appealing.

13.2 Any notice served by you pursuant to Condition 9.1 (an **Appeal Notice**) must contain sufficient details of the grounds on which the appeal is being made.

13.3 Within 21 days of receipt of your Appeal Notice, we shall appoint an independent committee who will make a decision based on the information provided.

13.4 We will notify you of the overall decision, and the rationale for such decision, of the independent committee.

14. Severance

14.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

14.2 If any provision or part-provision of this agreement is deemed deleted under clause 18.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

15. Records

We shall keep and maintain a record of all SERMI approvals. Where an IO/RSS does not pass the CAB approval process, we will notify, by auditable means, any other CABs within the UK (if applicable).

16. Data Protection

16.1 We will ensure that adequate arrangements will be in place to ensure confidentiality of all information obtained during the course of the Approval process. There is a Data Protection Policy in place, available on request, and this will be adhered to. Your information will only be passed from a customer to a third party with your written consent. If any information requires to be passed on by law, you shall be informed of the information that is being passed on.

16.2 We will hold your personal data while you are a customer of the Scheme and for validity period (no more than 5 years). Once this period has elapsed, your information will be deleted and destroyed.

16.3 The lawful basis to process your personal data will be for the reason of fulfilling the contract that will be in place. We will only process the minimum amount of personal data we need to fulfil our obligations under the contract.

16.4 Only pseudonymised contact information (e.g. OEUID/RSSEUID@example.com, phone number +XX XXXX IOEUID/RSSEUID) will be forwarded to the TC to link the approval with the IO/RSS employee. The CAB will match this information with the real contact information of the IO/RSS employee.

17. Liability and Indemnity

17.1 You hereby indemnify us against liabilities to third parties and other costs which may incur as a result of your failure to comply with these Conditions and which is not the result of a negligent act, error or omission on our part in the discharge of our duties under these Conditions.

17.2 You shall indemnify us in respect of any damages that may arise as a result of us reasonably carrying out the inspection duties on you, except where the damages are agreed or awarded, in respect of any liability attributable or attributed to our negligence or our employees.

17.3 You shall establish and maintain third party liability insurance of a type and to a level appropriate to its business operations. This must have a minimum amount of coverage of 1 million Euros for bodily injury and 0.5 million Euros for property damage. Evidence of this will be required during any/all on-site inspections and during the approval process.

17.4 We will not be liable for any direct, indirect or consequential loss or damage however it may arise, including such loss or damage arising out of or in connection with your business. For the avoidance of doubt, such loss or damage also includes economic loss arising out of loss or revocation or the refusal to award the Approval in the first place.

17.5 We shall not have any further duties, obligations or liabilities in accordance with or in respect of Approval granted under these Conditions other than those expressed in these conditions.

18. Changes

You must notify us in writing:

18.1 (a) prior to any change or proposed change to your name or address; and

(b) prior to any change or proposed change in Management Ownership or Control.

(c) of any departure of an Approved IO Employee within 3 working days.

18.2 Your approval may be withdrawn if the information 18.1 (c) is not submitted in the required timescale.

19. Notices

19.1 Any notice given under these Conditions by you to us shall be in writing and shall be delivered:

(a) by hand or sent by pre-paid first-class post or recorded delivery post to our registered office; or

(b) by email through the ‘contact us’ function on the Website or such other email address notified to you by us.

19.2 Any notice given under these Conditions by us to you shall be in writing and shall be delivered:

(a) by hand or sent by pre-paid first-class post or recorded delivery post to the address set out on the Application Form or to such other address notified to us by you; or

(b) by email to the email address set out on the Application Form or such other email address notified to us by you.

19.3 A notice delivered:

(a) by hand is deemed to have been received when delivered (or if delivery is not in business hours, 9.00 am on the first Business Day following delivery);

(b) by a correctly addressed pre-paid first-class or recorded delivery post shall be deemed to have been received on the second Business Day after posting; and

(c) by a correctly addressed email shall be deemed to have been received 24 hours after it has been sent.

20. Complaints and Investigations

20.1 Upon being informed that we have opened a complaint or investigation in relation to the activities of your Sermi approval, you shall provide all reasonable assistance to allow us to carry out our responsibilities.

20.2 This shall include, but not limited to, the submission of documentation, interviews with staff and/or remote or on-site re-audit.

20.3 You agree to pay any fees, agreed beforehand, that are incurred as a result of the complaint investigation.

21. General

21.1 If any provision of these Conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable or illegal, the other provisions shall remain in force.

21.2 You understand and acknowledge that conformity with the Approval Marking does not provide immunity from legal responsibilities.

21.3 A person who is not a party to these Conditions shall not have any rights under or in connection with them by virtue of the Contracts (Rights of Third Parties) Act 1999.

21.4 These Conditions shall be governed by the laws of England and Wales. In the event of any dispute not resolved under Condition 11, each party irrevocably submits to the exclusive jurisdiction of the English courts.

22. Direct Debit Payers and Instalment Terms and Conditions

22.1 Instalment facilities are only available through Direct Debit and upon acceptance of our Instalment Terms & Conditions

22.2 By taking up an instalment plan and agreeing to the associated Terms & Conditions, you agree to subscribe for a minimum contract period of 5 years (the contract period) and cannot cancel membership during that time, either with the RMISC or by cancelling the DD instruction (DDI) held at your bank.

22.3 Should you cancel the DD instruction you will become immediately liable for the full outstanding balance of that approval period.

22.4 Should your bank details change, you must contact RMISC immediately to obtain and complete a new DDI.

22.5 If the amount to be paid by Direct Debit, or the date of presentation changes, RMISC will notify you, in writing, 10 working days in advance of your account being debited, or as otherwise agreed.

22.6 Cancellation:

(a) Once your contract has been renewed, in full or by the first instalment payment, it cannot be cancelled until the end of the contract period (5 years).

22.7 Refund Policy:

(a) No refund will be made in the event of your business ceasing to trade, being sold, or where a group disposes of branches/sites part way through a contract period.

22.8 Debt Recovery:

(a) If you are paying through an instalment plan and you default on your payments or you have other issues resulting in non-payment; or where a fixed term contract is breached, RMISC will endeavour to resolve such issues internally with you, by telephone, email or letter.

(b) Where such attempts fail, RMISC may, at its discretion, refer the matter to an external debt recovery service in order to pursue the debt.