

CSA Compliance Essentials Registration form



Yes No

Member company	<input type="checkbox"/>	<input type="checkbox"/>
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(Hereinafter referred to as "Company")

Company name	<input type="text"/>
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Contact name	<input type="text"/>	Email	<input type="text"/>
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Job title	<input type="text"/>	Contact number	<input type="text"/>
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Address	<input type="text"/>
	<input type="text"/>
	<input type="text"/>
	<input type="text"/>
Post code	<input type="text"/>

Nominated system administrator* name (if different from above)

Name	<input type="text"/>	Email	<input type="text"/>
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Job title	<input type="text"/>	Contact number	<input type="text"/>
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*System administrators will manage Participants on the system.

CSA Compliance Essentials Registration form

Commencement Date

The Agreement shall commence or be deemed to have commenced on: / /

Number of licences required at the time of signing this Registration Form:

Charges

The Charges to be paid by the Company for participation in CSA Compliance Essentials:

£60 per annual Participant licence for members and £120 per annual Participant licence for non-members.

The Charges shall be invoiced as follows: on registration or acquisition of additional licences (as applicable) and every 12 thereafter months unless cancelled.

Agreement

Participation in CSA Compliance Essentials is subject to the Terms and Conditions attached. By signing this Registration Form the Company is agreeing to the terms of this Registration Form and the Terms and Conditions attached (together the "Agreement"). The Agreement shall not come into force and effect until this Registration Form has been signed by the Company.

Authorised to sign for and on behalf of the Company:

Signed	<input type="text"/>	Name	<input type="text"/>
Position	<input type="text"/>	Date	<input type="text"/>

Completed registration forms

Please complete and return this registration form to:

Credit Services Association

T: 0191 217 3079

F: 0191 236 2709

E: essentials@csa-uk.com

Credit Services Association, 2 Esh Plaza, Sir Bobby Robson Way, Newcastle upon Tyne, NE13 9BA

CSA Compliance Essentials

Terms & Conditions

These Terms and Conditions together with the Registration Form form an agreement between CSA (Services) Limited and the Company for the Company's participation in CSA Compliance Essentials. By registering to take part in CSA Compliance Essentials the Company is agreeing to these Terms and Conditions.

1. Interpretation

1.1 In the Agreement the following terms shall have the following meanings:

"Agreement" means the Agreement between CSA and the Company for participation in CSA Compliance Essentials comprising the Registration Form and these Terms and Conditions;

"Charges" means the standard charges to be paid by the Company to CSA for participation in CSA Compliance Essentials as reviewed from time to time by CSA in accordance with these Terms and Conditions and the current details of which are set out in the Registration Form, together with any other sums payable under the Agreement;

"Commencement Date" means the commencement date specified on the Registration Form or such other date as may be agreed between the parties in writing;

"CSA" means CSA (Services) Ltd (CRN: 05055685) whose registered office is at 2 Esh Plaza, Sir Bobby Robson Way, Great Park, Newcastle upon Tyne, NE13 9BA;

"CSA Compliance Essentials" means the CSA Compliance Essentials programme operated by CSA;

"Participants" means the individuals employed or engaged by the Company who from time to time are authorised to access and use CSA Compliance Essentials;

"Registration Form" means the online or hard copy registration form which must be completed by the Company to participate in CSA Compliance Essentials;

and

"Services" means the provision of CSA Compliance Essentials to the Company for the benefit of the Participants.

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2. Use of CSA Compliance Essentials

- 2.1** The Company agrees to take part in CSA Compliance Essentials in accordance with the terms of this Agreement.
- 2.2** CSA may on reasonable notice at any time make changes to CSA Compliance Essentials which are necessary to reflect changes in any applicable law, regulation, industry standards, guidance or codes of practice or which CSA (in its reasonable discretion) believes are desirable to improve the operation of CSA Compliance Essentials, its administration or reputation.
- 2.3** CSA grants the Company a non-transferable, non-exclusive right for the term of this Agreement to allow Participants to access and use CSA Compliance Essentials in accordance with the terms of this Agreement.
- 2.4** Prior to providing Participants with access to CSA Compliance Essentials, the Company shall ensure that each Participant is aware of the terms of this Agreement, including their obligation to comply with any other user terms applicable to CSA Compliance Essentials and notified to the Company. The Company shall only provide Participants with access to CSA Compliance Essentials via the access method provided by CSA and shall not provide access to anyone other than a Participant.
- 2.5** The Company shall, and shall procure that its Participants shall, only use CSA Compliance Essentials in connection with the Company's own internal business purposes.
- 2.6** The Company's right to access and use, and to permit its Participants to access and use, CSA Compliance Essentials does not permit it, or the Participants, to:
- (i) sell or in any way commercially exploit CSA Compliance Essentials or any part thereof; or
 - (ii) use CSA Compliance Essentials to provide outsourced services to third parties or make it available to any third party or allow or permit a third party to do so.
- 2.7** The Company warrants and represents that it shall, and shall ensure that its Participants shall, keep confidential and, except as provided for in this Agreement, not share with any other party their password or access details provided to facilitate access to CSA Compliance Essentials.

3. CSA's and the Company's obligations

- 3.1** CSA shall (i) use reasonable endeavours to ensure that the Company and its Participants are able to access and use CSA Compliance Essentials in accordance with this Agreement; and (ii) provide the Services, or procure that they are provided, using reasonable skill and care.
- 3.2** Unless expressly agreed otherwise in writing, the Company acknowledges and agrees that it shall be solely responsible for (i) obtaining from CSA an annual licence for each of its Participants to access and use CSA Compliance Essentials and (ii) ensuring that no individual employed or engaged by it shall access or use CSA Compliance Essentials unless the Company holds an annual licence for such individual.

4. Charges

- 4.1** Subject to any special terms agreed between the parties, the Company agrees to pay CSA's standard Charges in force from time to time for participation in CSA Compliance Essentials in accordance with this Agreement.

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- 4.2** Unless otherwise stated all Charges for participation in CSA Compliance Essentials are exclusive of any Value Added Tax, for which the Company shall be additionally liable at the applicable rate from time to time.
- 4.3** CSA shall be entitled to invoice the Company for all charges due under this Agreement in accordance with the terms of the Registration Form, or at such other times agreed between the parties.
- 4.4** CSA's standard Charges and any additional sums payable shall be paid by the Company (together with any applicable Value Added Tax, and without any set off or other deduction) within thirty (30) calendar days of the date of receipt by the Company of a valid invoice from CSA.
- 4.5** If payment is not made on the due date, CSA shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 3% above the base rate from time to time of The Bank of England from the due date until the outstanding amount is paid in full.
- 4.6** The Company acknowledges and agrees that CSA shall be entitled to review its standard Charges at any time provided that CSA shall not be entitled to increase the standard Charges more than once every 12 months. CSA shall endeavour to give the Company no less than three months' written notice of any anticipated increase to its standard Charges.

5. Intellectual Property Rights

- 5.1** All copyright and related rights and any other intellectual property rights of any nature which may now or in the future subsist anywhere in the world in CSA Compliance Essentials or any part of CSA Compliance Essentials, shall belong to CSA (or its licensors). Whilst this Agreement is in force, the Company shall have a non-exclusive, non-transferable licence to use and to permit its Participants to use CSA Compliance Essentials for the sole purpose of taking part in CSA Compliance Essentials and strictly in accordance with the terms and conditions set out in this Agreement. Except for the limited rights of use referred to in this Clause 5.1, the Company shall not obtain any right, title or interest in CSA Compliance Essentials or any part thereof.
- 5.2** The Company must use the CSA Compliance Essentials only in connection with its participation in CSA Compliance Essentials and must ensure that they are used strictly in accordance with all reasonable requirements, branding guidelines and end user terms from time to time laid down by CSA regarding the use of the same. The Company shall be responsible to CSA for all use of CSA Compliance Essentials by its Participants and for ensuring that its Participants use the same strictly in accordance with the terms of this Agreement.
- 5.3** If the Company becomes aware of any infringement or unauthorised use of CSA Compliance Essentials by any other party, the Company must immediately notify CSA in writing, but must take no other action against the infringer except to assist CSA in any action which CSA in its absolute discretion decides to take.

6. Confidentiality

- 6.1** Save as provided in Clauses 6.2 and 6.3 below, CSA will maintain as confidential all information which the Company or its Participants disclose to CSA pursuant to this Agreement and shall use such information solely for the purposes of administering CSA Compliance Essentials and performing its obligations and exercising its rights under this Agreement.
- 6.2** The obligations of confidentiality contained in Clause 6.1 shall not apply or shall cease to apply to information which is in or comes into the public domain through no fault on the part of CSA, or which is required to be disclosed by law or any regulatory authority.

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6.3 Notwithstanding Clause 6.1 CSA shall be entitled to maintain and publish a register giving the name and address of companies who are participating in CSA Compliance Essentials.

7. Data Protection

7.1 To the extent that the parties process any “personal data” within the meaning of the Data Protection Act 1998 (the “DPA”) under this Agreement the parties agree to comply with their respective duties and obligations under the DPA.

7.2 For the purposes of Clause 7.1 above, the Company acknowledges and agrees that CSA will collect personal data pursuant to this Agreement which will include names, national insurance numbers, contact details and question responses of Participants participating in CSA Compliance Essentials. CSA will use and process such personal data for the purpose of administering CSA Compliance Essentials. CSA will disclose personal data relating to Participants to the Company and to CSA’s group companies and subcontractors (such as its website hosts) who are from time to time involved in the provision of the Services. Except as set out in this Clause 7.2, CSA shall not disclose personal data relating to Participants to any third party without the consent of the Participant concerned or unless it is permitted to do so under the provisions of the DPA or required to do so by law or any regulatory authority.

7.3 The Company shall ensure that it informs all Participants taking part in CSA Compliance Essentials that their personal data may be used and processed by CSA in accordance with Clause 7.2 above. The Company shall also, where applicable, obtain any necessary consent from its Participants to such use and processing.

8 Warranties and Liability

8.1 CSA warrants that (i) it will use reasonable endeavours to procure that CSA Compliance Essentials are available for use by the Company and its Participants in accordance with this Agreement and (ii) it will provide the Services, or procure that they are provided, using reasonable skill and care.

8.2 Save as provided in Clause 8.1 above, all other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, to the fullest extent permitted by law.

8.3 Without in any way limiting Clause 8.2 above, CSA does not give any warranty or guarantee that access to CSA Compliance Essentials will be continuously available, uninterrupted or error free and the Company expressly acknowledges that CSA Compliance Essentials may be affected by periods of unavailability including (without limitation) when they are undergoing scheduled or unscheduled maintenance.

8.4 Save as provided in Clause 8.6 below, in no event shall CSA (or any of its group companies) be liable whether in contract, tort (including negligence) or otherwise under or in connection with this Agreement to the Company for loss of profits, loss of margin, loss of use, loss of contracts, loss of goodwill or any indirect, special or consequential losses of any nature whatsoever.

8.5 Save as provided in Clause 8.6 below, the total aggregate liability of CSA (and any of its group companies) to the Company, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or any collateral contract, shall in no circumstances exceed a sum equal to the total Charges paid to CSA under this Agreement.

8.6 The exclusions and limitations in this Clause 8 shall apply to the fullest extent permissible at law, but CSA does not exclude liability for death or personal injury caused by the negligence of CSA, its officers, employees, contractors or agents or for fraud or fraudulent misrepresentation or for any other liability which may not be excluded by law.

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9. Term and Termination

- 9.1** This Agreement shall commence on the Commencement Date and continue indefinitely thereafter unless and until terminated by either party pursuant to clause 9.2, 9.3 or 9.4 below or any other provision of this Agreement.
- 9.2** Either party shall be entitled to terminate this Agreement at any time for convenience by giving to the other not less than one (1) month's written notice.
- 9.3** Either party may (without limiting any other remedy) at any time terminate this Agreement by giving written notice to the other if the other: (i) commits a material breach of this Agreement and (if capable of remedy) fails to remedy the breach within a period of not less than fourteen (14) days after being required by written notice to do so; or (ii) goes into liquidation, becomes bankrupt, has a receiver appointed, makes a composition or voluntary arrangement with its creditors or enters administration, or takes steps to obtain a moratorium or is unable to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if the other suffers any similar or analogous event in any jurisdiction in consequence of debt.
- 9.4** Unless otherwise agreed in writing with CSA, on termination or expiry of this Agreement for any reason the Company shall immediately cease and procure that its Participants cease any further use of CSA Compliance Essentials.

10. General

- 10.1** This Agreement constitutes the entire agreement between the parties, supersedes any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 10.2** In the event of any inconsistency between any provision contained in the Registration Form and these Terms and Conditions the following order of precedence shall apply: (i) the Registration Form and (ii) these Terms and Conditions.
- 10.3** A notice required or permitted to be given by either party to the other under this Agreement shall be in writing addressed to the other party at its registered office or principal place of business (or, in the case of the Company, such address as may be set out in the Registration Form) or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 10.4** No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach of this Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.5** If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.
- 10.6** CSA shall be entitled to exercise any of its rights and perform any of its obligations under this Agreement acting through any of its group companies from time to time, subject to and in accordance with the provisions of this Agreement.
- 10.7** Save as provided in clauses 8.4, 8.5 and 10.6 in respect of CSA's group companies a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 10.8** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law.

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- 10.9** Each party irrevocably agrees that the English courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement, its subject matter or formation.