

RESET COMPLIANCE SYSTEMS LTD TERMS AND CONDITIONS

The Terms and Conditions set out below are important and affect your rights as a customer or user of Reset Compliance Systems Ltd. We draw your attention in particular to the fact that your Application is to Reset Compliance Systems Ltd. If you complete the Application process successfully we will issue you with a Reset Membership Certificate and Reset Individual Card(s) subject to conditions of use. The certificate and cards remain at all times the legal property of Reset Compliance Systems Ltd.

You must read these Terms and Conditions carefully before applying to be a member a Reset Company Member or Reset Individual Cardholder.

If you have any queries you should email: info@rscard.co.uk or contact Reset Compliance Systems Ltd, PO Box 4749, Sheffield S35 5BT or contact us on: 0845 519 5768.

1. CONTRACTUAL AGREEMENT

These Terms and Conditions set out the contractual relationship between us and you.

2. DEFINITIONS

In these Terms and Conditions, unless the context requires otherwise: "Applicant" means a company or person applying to be a member of Reset Compliance Systems Ltd, as a Reset Company Member or Reset Individual Cardholder.

"Application" means the application made by the Applicant for a Reset Company Membership or Reset Individual Card.

"Card" means a Reset Individual Card and/or Reset Virtual Card.

"The Company" means Reset Compliance Systems Ltd (Reset), company no. 6614285.

"Data" means data personal to an Applicant, Member Company, Individual Cardholder or Verifier.

"Fraud" includes any fraud, dishonesty and deceit and in particular includes but is not limited to: knowingly supplying incorrect information to us; knowingly supplying any falsified or counterfeit documents to us, including qualification documents and Proof of ID

"Lawful Holder" means the person or company to whom the Membership or Card is issued.

"Loss" means losses, consequential losses, costs, damages, injuries, accidents or claims (whether direct or indirect) suffered by you in connection with your application and/or the Membership or Card issued to you, or any person or organisation in the course of accepting, or by using a Reset service to verify the Company or Cardholder's competence.

"Misconduct" includes: failure to comply with these Terms and Conditions; attempting to obtain a Reset Company Membership or Reset Individual Card by fraud; misusing a Reset Company Membership or Reset Individual Card; misconduct in dealing with our staff.

"Reset" means Reset Compliance Systems Ltd that is used by the Registered Verifiers and organisations to verify competence, qualifications and accreditations of a Reset Member Company or Reset Individual Cardholder.

"Terms and Conditions" means these Terms and Conditions. They may be amended without prior notification (see section 11).

"We/us/our" means Reset Compliance Systems Ltd.

"You/your" means the Applicant Member Company or Individual Cardholder.

"Verifier" means the person or organisation that will be able to view your Reset Member Company or Reset Individual profiles for the purpose of verifying competence or retrieving information.

"Reset Access" means the Reset Access self service check in service for contractors via a touch-screen terminal or Reset Access Mobile RFID badge using a Reset Virtual Card enabled smartphone.

3. ELIGIBILITY TO BECOME A RESET COMPANY MEMBER

3.1 Any company trading within the United Kingdom of Great Britain and Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man is eligible to join as a Reset Company Member. This includes but is not limited to Sole Traders, Self Employed, Private Limited Companies, Limited Liability Partnerships, Public Limited Companies and Group Companies.

3.2 To register your company for Reset Company Membership you must apply online at www.rscard.co.uk

3.3 We undertake checks of the information supplied on a Company Membership application in compliance with the General Data Protection Regulation (GDPR).

3.4 If it is not possible to complete the application process successfully no charge will be made. Any fees paid to us will be refunded to you. We will assist you however we can to ensure that your application is successful.

3.5 If your registration is successful we will issue Reset Member Company Welcome Pack and your details will be available to be seen (with your permission) by Registered Verifiers.

3.6 Any changes to your company name, postal address, telephone numbers or email address must be notified to us within 28 days. This can be done online or by contacting to support@rscard.co.uk.

4. ELIGIBILITY TO APPLY FOR A RESET INDIVIDUAL CARD

4.1 Any person over the age of 16 and working within the United Kingdom of Great Britain and Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man is eligible to apply for a Reset Individual Card.

4.2 To apply for a Reset Individual Card, you must complete a printed application form available online at www.rscard.co.uk or from Reset and submit the completed form with the supporting documents required.

4.3 Your application form, sent to Reset, must be completed in full, signed and dated by the applicant Cardholder.

4.4 We undertake checks of the information supplied on an application form in compliance with GDPR and we will not issue a Card unless all requirements have been met.

4.5 If it is not possible to complete an application process successfully due to ineligibility a card will not be issued and no charge will be made. We will assist you however we can to ensure your application is successful.

4.6 If your application is successful we will issue a Reset Individual Card and your details will be available to be seen (with your permission) by Reset Registered Verifiers. By accepting the Reset Individual Card you agree to be bound by the current Terms and Conditions as amended from time to time and always available on www.rscard.co.uk

4.7 Any changes to your name, postal address, telephone numbers or email address must be notified to us within 28 days. This can be done online or by contacting support@rscard.co.uk.

4.8 We will not be responsible for late, lost or misdirected incoming post and we recommend you use a recorded delivery service for applications. All original documents and certificates provided will be returned by us to you by a recorded delivery.

4.9 Your completed application form should be sent with accompanying documents addressed to: Reset Compliance Systems Ltd, PO Box 4749, Sheffield S35 5BT

5. PROTECTION OF DATA

5.1 Reset Compliance Systems Ltd. is registered with the Information Commissioner's Office (ICO) General Data Protection Regulation (GDPR) - registration no. Z2238936

5.2 The way that we process and control your personal data can be viewed in our Privacy Policy available online at www.rscard.co.uk

5.3 If we have reason to believe that any information we receive may be inaccurate or false we reserve the right to conduct additional checks, including through third party agencies, without first notifying the Applicant, Reset Member Company or Reset Individual Cardholder.

6. RESET INDIVIDUAL CARDHOLDER'S OBLIGATIONS

6.1 By signing the application form the Applicant consents that he or she acknowledges that any payments collected by us cover the cost of the Reset service. The Applicant is not paying for the Member Certificate or the Reset Individual Card which at all times remains the legal property of Reset.

6.2 By signing the application form the Applicant consents that he or she acknowledges that providing false information is a criminal offence under the terms of the Fraud Act 2006. Provision of false information includes falsifying any of the Applicant's personal details, signatures and listed qualifications and/or the Applicants photograph and/or Application Form and/or copy of the Applicant's ID documents or original certificates.

6.3 Falsifying ID documents or certificates, for example using photo editing software, such as a qualification certificate or proof of ID document is a serious criminal offence and we will always refer evidence of such to the police.

6.4 The Applicant must complete all parts of the application form correctly, complying fully with all requirements.

6.5 The Applicant must provide 2 identical photographs, proof of ID documents as requested and proof of qualifications.

7. REGISTERED VERIFIER'S OBLIGATIONS

7.1 All Verifiers must be Registered Verifiers of Reset; the web-checking service will not be accessible by non-registered users.

7.2 Registered Verifiers will only be able to gain access to verify Reset Member Company or Reset Individual Cardholder Profiles on presentation of a Reset Company Membership number or a Reset Individual Card number, by acceptance of invitation to join a Verifier's 'My Recognised Suppliers' list, or when logged onto site using Reset Access.

7.3 Registered Verifiers acknowledge that any access granted to the service is for confirmation of identification and validation of qualifications, competences and accreditations of the Reset Member Company or Reset Individual Cardholder only, the right to refuse access to site, workplace or premises remains the prerogative of the Verifier.

7.4 Registered Verifiers accept that the Reset Member Company profiles are compiled by self-submission of company officer approved information.

7.5 Any misuse of the service or attempted unauthorised access will result in the Registered Verifier being removed from the system.

7.6 The Registered Verifier must successfully complete all parts of the Registered Verifier registration process before being able to access the profiles of Reset Member Company or Reset Individual Cardholders.

7.7 Provision of false information including falsifying any of the information supplied during the Registered Verifier registration process will be regarded as fraudulent and the Registered Verifier will be removed from the system.

8. RESET APPLICATION AND SUBSCRIPTION FEES

8.1 Current Reset application and subscription fees can be found at www.rscard.co.uk

8.2 Application and subscription fees contribute to the cost of providing the Reset service, not the actual card itself, which, when issued, remains at all times the legal property of Reset.

8.3 For Reset Company Membership the subscription fees will be charged at current rates per company per office, per year (or monthly if selected).

8.4 For Reset Individual Cards the subscription fees will be charged at current rates per individual cardholder per year (or monthly if selected).

8.5 Subscriptions are preferably collected by Direct Debit at no additional cost. Subscriptions can also be paid by cheque (made payable to Reset Compliance Systems Ltd), BACS, bank transfer or by credit or debit card. Cash payments can not be accepted.

8.6 Any subscriptions paid via a non Direct Debit payment method will be subject to a £30.00 + VAT administration fee.

8.7 Only annual subscriptions may be paid using a non-Direct Debit method of payment. Monthly subscriptions must be paid by Direct Debit.

8.8 The invoice date will be calculated to the nearest calendar month on the 7th, 14th, 21st or 28th of the month. You will be notified of the Direct Debit date at least 14 days in advance.

8.9 Subscriptions will be charged from the date of Reset Member Company registration.

8.10 The subscription is a rolling subscription. To un-subscribe you must give us 3 month's notice in writing and return, your Reset Membership Certificate and all of our employees' Reset Individual Cards, where applicable, to Reset.

8.11 In line with the Late Payment of Commercial Debt's Regulations 2013 compensation and interest charges will be applied to invoices that are not paid within the agreed credit terms.

8.12 If the Member Certificate or any Reset Individual Cards are not returned within 21 days from the end of your notice period. We reserve the right to continue to charge for the outstanding Reset Individual Card(s) at current rates, on a rolling month basis until the certificate and/or card(s) are returned.

8.13 Direct Debits cancelled without any prior notification will be subject to a £30.00 + VAT administration fee.

8.14 Direct Debit bank details can be changed free of charge.

8.15 New or refreshed qualifications or accreditations may be added to the Reset Individual Card profile at no extra charge by submitting them with an 'Adding New / Refreshed Qualifications' form which can be found at www.rscard.co.uk

8.16 When subscribed, a Reset Individual Cardholder may use the Reset Virtual Card. The smartphone application provides the card in a digital format in addition to the plastic card. There will be no additional charge to use the Reset Virtual Card.

8.17 Subscription fees are renewed annually; we will give you at least 7 days notice of any increase in writing, either by email or by issue of your invoice.

8.18 Application fees may be waived from time to time via a promotion code.

8.19 If you are re-joining Reset and have used a promo-code in the last 48 months to waive application fees, you will be ineligible to use another one. You will be charged an application fee at the current rate (see section 8.1).

8.20 If a Reset Member Company application fails for ineligibility any payment made will be refunded. We will assist you however we can to ensure your membership application is successful.

8.21 On the first occasion we will replace a lost, stolen or damaged Reset Individual Card free of charge. However any subsequent replacement cards may be charged at £10.00 + VAT per card issue in addition to your normal subscription.

8.22 All Direct Debit payments are covered by the Direct Debit Guarantee.

9. PHOTOGRAPHS (RESET INDIVIDUAL CARD APPLICATIONS)

9.1 The Applicant must supply two (2) 'PASSPORT' approved colour photographs; see photograph guidance on www.rscard.co.uk

9.2 Digital photographs may be submitted subject to photograph guidance (9.1).

9.3 The photographs **must not be taped, stapled or glued to the form**. They can be secured by paper clip to the form, or enclosed loose within the envelope.

9.4 Reset Individual Card applications received without two (2) photographs enclosed, in the format required, will be rejected.

9.5 Reset Individual Card photographs must be refreshed with a new recent photograph every 10 years by issue of a new card. There will be no additional charge for this.

10. USE OF THE RESET INDIVIDUAL CARD AND RESET VIRTUAL CARD

10.1 Reset Individual Cards may only be used by the lawful holder of the card. The card cannot be loaned, sold or given to or used by any other person or company under any circumstances.

10.2 The Reset Individual Card may only be used, by the lawful holder, for the purpose of proving identity and checking of current qualifications, competences and accreditations.

10.3 The Reset Individual Card contains an hologram which confirms that it is genuine. We recommend that all Reset Individual Cards are checked by verification through our website: www.rscard.co.uk/verify.

10.4 A Reset Individual Cardholder is entitled to use the Reset Virtual Card, available via app stores at no additional cost. The virtual card enables the Reset Card to be presented via a compatible smartphone.

10.5 A Reset Virtual Card is only available to a subscribing Individual Cardholder.

10.6 Reset is in no way liable for non-acceptance of a Reset Individual Card, or for refusal of access to a site, workplace or premises under any circumstances.

10.7 If a lawful Reset Individual Cardholder finds their card is not accepted as proof of competence when accessing a legitimate place of work this should be reported to us by email to: support@rscard.co.uk or by telephone: 0845 519 5768.

10.8 Lost, stolen or damaged cards must be reported to us without delay on 0800 612 6062.

11. VARIATION OF THESE TERMS AND CONDITIONS

11.1 We reserve the right at all times to make changes to these Terms and Conditions without prior notification. The current Terms and Conditions can always be found at our website: www.rscard.co.uk. Reset Member Companies, Reset Individual Cardholders and Registered Verifiers who do not accept amendments to the Terms and Conditions may return their certificates and cards to us, and unsubscribe from the scheme in accordance with 8.10 and 8.11 and/or request that data applicable to them is removed from our records as advised in section 5.

12. LIMITATION OF LIABILITY

12.1 We will not be liable for any loss, howsoever caused, resulting from the failure of any application or our refusal to issue a Reset Company Membership or Reset Individual Card, or by reason of restriction, where we are unable to process an application or issue a Reset Company Membership or Reset Individual Card.

12.2 We will not be liable for any loss, howsoever caused, resulting from the fraudulent submission to us of any company information, or by any member, individual or Cardholder that has been using the Reset Compliance Systems Ltd, whether granted access or not.

13. CUSTOMER SERVICE

13.1 If you have any queries about these Terms and Conditions, or any other matter related to Reset Compliance Systems Ltd, email: support@rscard.co.uk, or write to us at: Reset Compliance Systems Ltd, PO Box 4749, Sheffield S35 5BT.

13.2 If you wish to complain about something please let us know by email: support@rscard.co.uk or write to us at the address above.

14. GOVERNING LAW

14.1 These Terms and Conditions shall be governed by and construed in accordance with English law. We and you submit to the exclusive jurisdiction of the English courts to resolve any disputes that may arise out of them.

14.2 Any provision of these Terms and Conditions declared void or unenforceable by any competent authority or court shall, to the extent of such invalidity or unenforceability, be deemed severable and shall not affect the other provisions remaining which shall continue unaffected.