



## Terms and Conditions

Please read these terms and conditions carefully prior to applying to become a CBH registered occupational health service provider. By applying to become registered you agree to abide by these terms and conditions as amended from time to time.

You will be notified of any changes to the terms and conditions, the most recent version of which will be available on the CBH website.

## Definitions

In these Terms and Conditions “we”, “us”, “our” and “CBH” means:

Constructing Better Health (CBH)  
B&CE Benefit Schemes Building,  
Manor Royal,  
Crawley,  
West Sussex. RH10 9QP

“You” and “your” means you as the applicant for Registration (as defined below) being an occupational health service provider.

“CBH Accredited” means completion of the accreditation audit by CBH to demonstrate compliance by you with the CBH Industry Standards as a pre-requisite to Registration.

“CBH Application” means the application for registration with CBH completed and submitted by you

“CBH Consent” means the exact wording which must be used by occupational health service providers in obtaining the consent of individual workers to the use of their personal data by CBH, a copy of which is attached to these terms and conditions at Schedule 1.

“CBH Database” means the industry database of employee data maintained by CBH and sourced from occupational health service providers and Members using the CBH Construction Health Action Tool (CHAT) software tool for the purposes of uploading Member’s individual employees’ data, including but not limited to clinical data and “fit for task” data of individual employees.

“CBH Registration Mark” means the registration logo which you will be permitted to use or associate yourself with following Registration, a copy of which is attached to



these terms and conditions at Schedule 2.

“CBH Sample Forms” means the sample forms provided for use by occupational health service providers to be made available on the CBH Website.

“CBH Industry Standards” means the standards which occupational health service providers are expected to comply with before being permitted to register with CBH, and at all times while registered with CBH made available on the CBH website and as amended from time to time.

“CBH Website” means the website maintained and operated by CBH, through which limited access to the CBH Database will be provided.

“Company” shall mean any company, limited by shares or guarantee, public company, publicly listed company, partnership, limited liability partnership, firm, body incorporated under the Friendly Societies Act 1974, registered or unregistered charity, other body corporate or any equivalent of the foregoing in any other national jurisdiction.

“CSCS” means the Construction Skills Certification Scheme.

“Data Protection Act” means the UK Data Protection Act under which CBH is registered and with which CBH is compliant as detailed in the Privacy Statement.

“Non-Safety Critical Worker” means any worker not defined as a Safety Critical Worker.

“OHSP” means Occupational Health Service Provider.

“Privacy Statement” means the privacy statement of CBH attached at Schedule 3 in compliance with the Data Protection Act.

“Registration” means a decision made by CBH to register an occupational health service provider as an approved and CBH Accredited provider of occupational health services to the construction industry which includes limited access to the CBH Database (and “Register” and “Registered” shall have equivalent meanings).

“Registration Decision” means any decision made by CBH to grant, restrict, limit, curtail, suspend or withdraw Registration as an approved and CBH Accredited provider of occupational health services to the construction industry and as a user of the CBH Database, to or from an occupational health service provider.

“Safety Critical Workers” means where the ill health of an individual may compromise their ability to undertake a task defined as safety critical, thereby posing a significant risk to the health and safety of others.

“Services” means the services provided by CBH to Registered users following



Registration including an annual user license to provide full access to and use of the CBH Website, limited access to the CBH Database and access to a telephone helpline for the provision of CBH Database support at Schedule 4 and the provision of training for one (1) day for your selected personnel notified to CBH and (where applicable) additional training or services agreed by you and CBH.

Except where the context otherwise requires words denoting the singular shall include the plural and vice versa.

## **1 Purpose**

CBH will provide to you the Services in return for the payments set out in term 7 below.

## **2 Obligations upon applying for Registration**

- a) You agree to disclose in full all material information regarding your business on the application forms for Registration and you agree to notify CBH fully in writing of any material changes to your business details or of any other material changes which may affect your Registration or Registered status.
- b) If you fail to disclose any material information, or provide any inaccurate information, this may, at the discretion of CBH, provide grounds for immediate termination or suspension of your Registration under terms 5(a) or 5(b) below with no refund payable of any fees already paid by you pursuant to term 7 below.
- c) If you provide CBH with information about third parties, then you will bear sole responsibility for ensuring that the information you provide is fully up-to-date and accurate. Failure to do so may, at the sole discretion of CBH, provide a material ground for immediate termination or suspension by CBH of your Registration under terms 5(a) and 5(b) below.
- d) You will notify CBH of any franchisees, consultants, Companies or other third party sub-contractors which carry out occupational health services or



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related work in your name or upon your behalf and will use your best endeavours to ensure that such franchisees, consultants, Companies or other third party sub-contractors also apply for Registration with CBH upon an independent basis promptly following submission of your own CBH Application.

- e) As part of the accreditation with CBH it is mandatory that a representative from your organisation attends half day training on working with the Industry Standards and the use of the CBH Database. Any additional training requirements can be arranged through CBH directly.

### **3 Obligations while Registered**

Once registered you agree:

- a) Not to use your Registration in such a manner as to bring CBH, the CBH Database, the CBH Website or its Registration process into disrepute, and to take full and appropriate steps to correct any statement or action made or undertaken by you, your personnel, your employees or any of your clients which CBH considers in its sole discretion to be misleading, damaging or potentially damaging to CBH, the CBH Database, the CBH Website or the Registration process;
- b) To inform CBH promptly in writing of any proposed changes to your business which may have a material impact upon your Registration or your compliance with these terms and conditions or the CBH Industry Standards and the relevant CBH Industry Standards that may be affected, or potentially affected. These include but are not limited to:
  - (i) any change in legal or beneficial ownership;
  - (ii) any change in legal, commercial or organisational status;
  - (iii) any change in key organisational or management capabilities;
  - (iv) any changes in qualifications and/or competency or fit for purpose of personnel, equipment or facilities; or
  - (v) any other change which may adversely affect your ability to deliver occupational health services to the standard required by the CBH



Industry Standards;

- c) to further provide CBH with an update of your business details or any other material changes as above annually in writing or at any other time upon request by CBH;
- d) to inform CBH immediately of any franchisees, consultants, Companies or other third party sub-contractors which you may contract with, engage or otherwise instruct to carry out occupational health services or related work in your name or upon your behalf and will use your best endeavours to ensure that such franchisees, consultants, Companies or other third party sub-contractors also apply promptly for Registration with CBH upon an independent basis;
- e) to submit the outcome of all health or surveillance checks carried out on individuals to the CBH Database within the following timescales:
  - (i) 5 working days from the date of health assessment / surveillance checks for all Non-Safety Critical Workers;
  - (ii) 48 hours from the date of fitness for task assessment for Safety Critical Workers where the required fitness standard pursuant to the CBH Industry Standards has been achieved;
  - (iii) to immediately provide notice to CBH (in accordance with term 20 below) of any fitness for task assessment for Safety Critical Workers where the required fitness standard pursuant to the CBH Standards has not been achieved; and
  - (iv) in the event that an onward referral of an individual to another third party (for example another occupational health service provider or other specialist) is considered necessary, to update the CBH Database with the outcome of the referral within 48 hours of receipt of the outcome by you. No further charge will be made by CBH for the provision of this further information;
- f) to your business' details being included in a list of registered OHSPs contained on the CBH Website for review or use by employers in the construction industry or any other party to which CBH may permit such



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use and (except if you, at the discretion of CBH, are providing an in-house occupational health service prior details of which shall be notified expressly to CBH before such exception shall be permitted);

- g) to immediately inform CBH of (and provide full details of) any complaints of negligence or malpractice made by any person, firm, body or company made against you, or any claims against or litigation threatened against you, your employees, personnel or representatives or of any other material issue which may, in CBH's sole discretion, bring your name or the name of CBH into disrepute;
- h) to comply in full and at all times with the most recent CBH Industry Standards together with any further guidelines which may be made, issued or prepared by CBH at any time in relation to your business;
- i) to take full and proper care and control of the user name and password provided to you by CBH when you are Registered and to keep the same confidential at all times. You accept that you will bear full responsibility for all and any activities which are carried out under the ambit of your user name and password. You agree to notify CBH immediately of any unauthorised use which is made of your user name or password or if you believe or suspect that your user name or password are no longer confidential. CBH reserves the right to require you to alter your username and password if it believes, at its absolute discretion and without giving reasons, that they are no longer secure. If any other third parties will require access to the CBH Database then you will notify CBH in writing immediately, before such access is provided. CBH reserves the right to refuse access to the CBH Website or CBH Database to any personnel, employee or any other third party. Grant of access to any third party without the consent of CBH shall be considered a material breach of these terms allowing for termination under term 5(a) below. It is your responsibility to ensure the security and confidentiality of any user names provided by CBH. If any employee /user leaves your employment it is your responsibility to ensure they no longer have access to the CBH Database, failure to comply with which shall again be considered a material breach of

these terms;

- j) to ensure that all your personnel and employees are sufficiently competent to undertake any tasks allocated to them. For the purpose of assessing sufficient competency, all personnel and employees should be able to demonstrate a sufficient understanding of:
  - (i) health risk management;
  - (ii) typical health risks within the Construction industry;
  - (iii) the significance of health surveillance, conducting health surveillance and assessing the suitability of an individual to undertake their job, including Safety Critical Workers;
- k) to use your best endeavours to obtain the consent of every individual upon whom you carry out a health surveillance or fitness for task examination, check or test, in the form of the CBH Consent, to the uploading of their personal information by you to the CBH Database.

#### **4 Your right to use CBH Sample Forms**

CBH has provided the CBH Sample Forms on the CBH Website for use by registered OHSPs. CBH hereby grants you a non-exclusive annual licence to use the CBH Sample Forms for the purpose of collection of occupational health data. You acknowledge and accept that all copyright and/or any other intellectual property rights in the CBH Sample Forms shall remain the exclusive property of CBH and you agree not to use the CBH Sample Forms for anything other than their intended purpose. OHSPs may also use their own forms provided that they serve to obtain an equivalent level of information regarding individual workers as the CBH Sample Forms and the CBH Consent is also used in conjunction with them.

#### **5 Withdrawal or Suspension of Registration**

- a) Your Registration may be immediately withdrawn by CBH by notice to you upon the occurrence of any of the following events:
  - (i) you or CBH make any composition or voluntary arrangement with your or CBH's creditors (as the case may be) or (being an individual



or firm) become bankrupt or (being a company) enter into administration or go into liquidation (other than for the purpose of amalgamation or reconstruction), or a moratorium comes into force in respect of you or CBH (within the meaning of the Insolvency Act 1986).

- (ii) any breach of any of these terms, including, without limitation, any failure to comply at any time, at CBH's sole discretion, with the CBH Industry Standards
  - (iii) any change of control of you (being a Company) within the meaning of section 840 of the Income and Corporation Taxes Act 1988;
  - (iv) any failure to keep your password and user name secure including any unauthorised use of them by any third party without the consent of CBH pursuant to term 3(j) above;
  - (v) any failure to obtain a written consent in the form of the CBH Consent from an individual prior to the uploading of their personal data to the CBH Database in accordance with term 9 below.
  - (vi) CBH has reasonable grounds for suspecting that you are in breach of terms 3(e) and 3(k) above.
- b) Your Registration may, at CBH's sole discretion, be immediately suspended by CBH by notice to you for:
- (i) failure to comply with the provisions for payment under term 7 below; or
  - (ii) your receipt of any complaint pursuant to term 18(d) below;

pending the payment in full to CBH's satisfaction of any outstanding payment or the settlement of a complaint. CBH reserves the right to withdraw your Registration at any time for non-payment under term 7 or upon receipt of the outcome of a complaint under term 18(d).

## **6 Consequences of Withdrawal**

Upon withdrawal of your registration you agree to:

- a) immediately cease making any reference to your CBH Registration,





whether in written form or otherwise, or otherwise associating yourself in any way with CBH;

- b) immediately refrain from using all CBH Sample Forms or other materials provided to you by CBH or obtained from the CBH Website;
- c) immediately refrain from using or associating yourself with the CBH Registration Mark and to destroy any documents or materials in your possession displaying the CBH Registration Mark;
- d) immediately return or at CBH's discretion destroy the Certificate of Registration provided to you by CBH and provide confirmation to CBH that you have done so;
- e) refrain from sharing with any third party and keep confidential any information obtained by you from CBH, the CBH Website or the CBH Database during the course of your Registration or at any time prior thereto;

**7 Payment to CBH**

- a) In consideration of your receiving the Services, you agree to pay CBH in return for your Registration, within 14 days of your Registration being notified to you by CBH, or within 14 days every anniversary thereafter, the fees applicable to you as follows:

<b>OHSP Fees – Effective 9<sup>th</sup> April 2012</b>	
<b>Annual Turnover</b>	<b>Annual charge (excl VAT)</b>
<50k	£275
£50k - £100k	£500
£100k - £500k	£850
£500k - £1m	£1,200
£1m - £5m	£2,400
> £5m	£3,800

- b) Where your Registration is suspended for financial reasons under term 5(a) above, an additional administration fee (currently £50 plus VAT) will



- c) be charged for reinstating your Registration, at CBH's sole discretion, when the debt has been settled in full.
- d) You agree to pay a further transaction charge for any additional training or services provided to you by CBH (in accordance with the fee scale notified to you by CBH). CBH's transaction charges are £250.00 per day, plus reasonable travel and subsistence expenses.
- e) Invoices are payable in sterling and are due and payable in full without deduction or set-off.
- f) CBH reserves the right to change at any time upon one months' notice in writing to you the amounts payable under terms 7(a), 7(b) and/or 7(c) above.
- g) Payment shall be made by cheque, (payable to Constructing Better Health) or electronic bank transfer.

## **8 Right to audit**

CBH reserves the right for CBH or its agents to review or confirm any or all information supplied to CBH by you by attending your premises and reviewing your paperwork, processes, documents and procedures.

## **9 Use of Data**

CBH will collate data provided from health surveillance for use on an anonymous basis in producing industry statistics and research. You agree to keep any data obtained by you from individual workers and uploaded to the CBH Database, or any data requested by you from the CBH Database, confidential at all times. You will not process or upload data concerning any individual to the CBH Database without the express written consent of the individual concerned (in the form of the CBH Consent). You agree not to request any more information from the CBH Database than that which may be reasonably required for the purpose of an individual's occupational health management.

## 10 Intellectual Property

- a) You agree and acknowledge that all intellectual property rights, including but not limited to copyright, database rights, the CBH Registration Mark or any other registered or unregistered trademarks, in the CBH Database, the CBH Website, the CBH Sample Forms or the CBH name is licensed to you under an annual user license by CBH and shall remain the exclusive property of CBH or, if applicable, its agents and you shall have no right or claim thereto.
- b) If you become aware of any infringement, suspected infringement or threatened infringement of any intellectual property rights in the CBH Database, the CBH Website, the CBH Sample Forms or the CBH name, or of the CBH Registration Mark, whether registered as a trademark or unregistered at the time, you will notify CBH immediately in writing giving full details of the same.
- c) You further agree to provide such further assistance as CBH may request to enable it to:
  - (i) bring proceedings or take any other action to prevent any unauthorised use or infringement, suspected unauthorised use or infringement or threatened unauthorised use or infringement of its intellectual property rights, including the CBH Registration Mark; or
  - (ii) register any intellectual property right, including the CBH Registration Mark, at an official registry; or
  - (iii) use the CBH Registration Mark
- d) You will comply with such further directions as CBH may from time to time notify to you with respect to the use by you of the CBH Registration Mark (including, but not limited to, required size, quality or colour).

## 11 Warranties

You represent and warrant that:

- a) you will use your best endeavours to obtain the consent of all individuals



(in the form of the CBH Consent) to the use and processing of their personal data, including but not limited to the results of health surveillance and “fit for work” assessments on the CBH Database. You will explain in full to every individual the purpose and function of the CBH Database and will keep every individual’s personal information confidential. You will record clearly on the CBH Consent any individual who withholds their consent the fact that they have done so;

- b) you will further use your best endeavours to obtain the consent of every individual to the downloading of their personal information to the Smartcard and notify CBH of the same. The Smartcard is administered by Construction Skills Certification Scheme and its affiliated members and will hold details of the individual’s health surveillance outcomes and/or fitness for task status;
- c) you will obtain every individual’s consent to the verification by you of the personal information which they have provided;
- d) all data entered by you on to the CBH Database is fully up-to-date and accurate and as soon as you discover any error concerning a data submission you will amend the incorrect data immediately and indemnify CBH against any losses or claims arising from such error pursuant to term 12 below. CBH accepts no liability for any incorrect data entered on to the CBH database by you or any other OHSP.

## **12 Indemnity**

You will indemnify CBH in full against any and all losses claims or other liabilities arising from any breach of these terms by you or any inaccurate information or data provided by you or any failure to obtain a proper consent in the form of the CBH Consent from any individual to the use of their personal data by you or CBH in accordance with term 9 above.

## **13 Privacy**

CBH will treat your details and all other information obtained from you in



accordance with its Privacy Statement. By submitting your application to be registered you acknowledge and agree that you have read and accept the terms of the Privacy Statement.

#### **14 Appeals**

Appeals will be considered only against a Registration Decision made by CBH in accordance with the provisions of term 18 below. Any Registration Decision shall remain valid and applicable until the appeal has been heard in full and the outcome has been received.

#### **15 Law and Jurisdiction**

These terms shall be governed by the law of England and Wales, and any dispute over these terms shall be referred to the exclusive jurisdiction of the courts of England and Wales

#### **16 Withdrawal of Registration**

- a) You may withdraw your application for Registration at any time in writing to CBH; or
  - (i) you may terminate your Registration, once accepted by CBH, only in writing to CBH giving 28 days notice.
  - (ii) CBH may terminate your Registration at any time in accordance with terms 5 and 6 above or otherwise upon 28 days notice in writing to you.
  
- b) For the avoidance of doubt, in the event of any termination under term 16(a) above or terms 5 or 6 above, CBH shall not be liable to refund you for any monies or charges paid by you up until the date of termination.

#### **17 Complaints/Appeals Procedure**

- a) Any complaint regarding the service provided by CBH shall be made by you in writing to:



Constructing Better Health,  
B&CE Benefit Schemes Building  
Manor Royal, Crawley  
West Sussex, RH10 9QP

or by telephoning 0345 873 7726. CBH will use reasonable endeavours to resolve your complaint speedily and as promptly as possible.

- b) If it is not possible to resolve your complaint promptly then CBH will send you a written acknowledgement indicating the name of the person considering your complaint. That person will then write to you to confirm his or her resolution of your complaint when it has been fully and properly considered.
- c) In the event that the complaint has not been dealt with to your satisfaction or you wish to appeal a Registration Decision you may contact the Director of Construction Services in writing at the address below, setting out in full the details of your complaint or appeal against a Registration Decision, with supporting evidence, who will then review your complaint or appeal and send you her final decision in writing. The address of the Director of Construction Services to be used for this purpose is:

Director of Construction Services  
Constructing Better Health  
B&CE Benefit Schemes Building  
Manor Royal, Crawley  
West Sussex, RH10 9QP

The decision of the Director of Construction Services concerning your complaint or appeal against a Registration Decision shall be final.

- d) If CBH receives any complaint regarding the level or competency of occupational health services provided by you the complaint will be investigated and your Registration or application for Registration with CBH may be suspended under term 5(b) above during the course of the investigation or at the discretion of CBH terminated immediately under



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term 5(a) above following the outcome of the investigation at CBH's sole discretion.

## **18 Our Liability to You**

In providing the Services, including giving information and advice to you, neither CBH nor any of its officers, employees or agents warrants or represents the accuracy or completeness of any information, review, audit, Registration details or advice provided to you or contained on the CBH Website or CBH Database and shall bear no liability or responsibility for any losses arising from the same, other than for death or serious personal injury arising directly from the proven negligence of CBH in the provision of any occupational health advice by CBH.

## **19 Notices**

- a) All notices to CBH shall be sent in writing by registered post to the following address:  
Constructing Better Health (CBH)  
B&CE Benefit Schemes Building  
Manor Royal, Crawley,  
West Sussex. RH10 9QP
- b) All notices to you will be sent in writing to the address indicated by you in the CBH Application or to such other address as may from time to time be indicated by you.

## **20 Entire Agreement**

These terms and the schedules attached hereto represent the entire agreement between the parties and supersede any previous terms or agreements, whether written or oral, which the parties may have entered into. You acknowledge that you have not relied upon any previous representation or understanding when agreeing to these terms. For the avoidance of any doubt, the schedules attached hereto shall form an inclusive part of these terms.



**Schedule 1**

**CBH Consent**

<p>I confirm that I have been advised regarding the benefits of CBH and I give my explicit consent for my personal details to be verified against the CSCS database where applicable.</p> <p>In signing this form, I confirm my explicit consent for the Occupational Health Service Provider to upload the clinical results of my health surveillance into the CBH database for access to or future downloading by other Occupational Health Practitioners to facilitate the monitoring of my health status.</p> <p>I also give my explicit consent for the non-clinical outcomes of the health assessment /surveillance, in terms of medical suitability for specific duties, to be made available via the CBH website, contact centre or smart card for future employers / site managers.</p> <p>I declare that, where I have consented or have previously consented as above and where any subsequent health assessment alters those outcomes impacting on my suitability for those specific tasks / duties, I will notify CBH immediately.</p>	<p>Yes No</p>	
<p><b>Employee to complete:</b> I confirm that I have completed the above. I declare that the information provided is truthful and that I have disclosed all relevant information regarding my health and fitness to work. I undertake to notify OH immediately of any subsequent change to my state of health or other concerns which may affect my fitness to work.</p>		
<p>Signed:</p>	<p>Name:</p>	<p>Date:</p>





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## Schedule 2

### CBH logos for use by Registered Occupational Health Service Providers



Colour



Cyan



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### **Schedule 3**

#### **CBH Privacy Statement**

Constructing Better Health (CBH) is committed to protecting your privacy and maintaining the security of any personal information received from you. We strictly adhere to the requirements of the data protection legislation in the UK and are registered with Data Protection Registration No. Z9992528.

The purpose of this statement is to explain to you what personal information we collect and how we may use it.

When you apply for registration with CBH we ask you for details relating to your Business.

We use the name of your Business, with your contact details, for publication on our website to give ease of access to Employers within the construction industry wanting to contract with OHSPs.

We may use your business information to send you CBH updates and inform you of events we may be planning.

We will only contact you for this purpose with your prior consent. Please let us know if you would not like to receive CBH updates or information regarding future events from us in this manner.

We do not sell, rent or exchange your personal information with any third party for commercial reasons.

We follow strict security procedures in the storage and disclosure of information which you have given us, to prevent unauthorised access in accordance with the UK data protection legislation.

We do not collect sensitive information about you except when you specifically and knowingly provide it to us.

If you have any questions about privacy please contact us at [info@cbhscheme.co.uk](mailto:info@cbhscheme.co.uk)

## Schedule 4

### CBH Software Support

Constructing Better Health (CBH) will provide a Help Desk for software maintenance support for the CBH Database software, Check Card software and the Construction Health Action Tool (CHAT) software tool through its software providers as set out in this Schedule 4.

#### 1. HelpDesk Support Hours

CBH Database software Check- a – Card software and CHAT software tool Help Desk support shall be provided on Working Days i.e. Monday- Friday 9:00am- 5.00pm (excluding English Bank Holidays).

#### 2. Response Times

(i) Where a call concerning a software fault is received by the HelpDesk from a user during the specified software support hours, the following response time shall apply:

##### Major system fault

Restoration by the end of the next Working Day.

(ii) Where a call concerning a software fault is received by the HelpDesk voicemail from a user outside the specified software support times, the user shall be contacted by the HelpDesk on the morning of the following Working Day following receipt of notification of the fault and the following response times shall apply.

##### Major system fault

Restoration by the end of the next Working Day

(iii) Minor faults which do not affect the satisfactory operation of the CBH Database software, the Check-a-Card software or the CHAT software tool, as the case may be, shall be corrected within two (2) Working Days of notification by the user.



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(iv) The HelpDesk contact telephone number for the reporting of software faults is:- 0345 873 7726

A user reporting a software fault is requested to provide full and comprehensive details of any fault identified in the CBH Database software or CHAT software tool to include the contact number of the user reporting the fault so that the appropriate software provider of the CBH Database software, Check-a- Card or CHAT software tool may provide a prompt service to the user.