



1. Introduction

- 1.1 These Terms and Conditions of Business (“**Terms**”) form the contract between CREST (International) (“**CREST**”, which means CREST (International) with Company Registration number 09805375, and any or all of its global businesses) and “**You**” (which for the purposes of these Terms means (i) an applicant or existing Pathway or Pathway+ organisation or (ii) an applicant or existing Accredited Member company of CREST and any and all of their employees, officers or agents). “**Your**” shall be similarly construed and, where context requires, “**Applicant Organisation**”.
- 1.2 The Terms apply to any services provided by CREST to You.
- 1.3 References in these Terms to “**We**” or “**Our**” are references to CREST.
- 1.4 Collectively CREST and You are referenced as the “**Parties**”, or a “**Party**” where context requires.
- 1.5 You agree the Terms constitute the entire agreement between You and us and You have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of CREST which is not set out in the Terms.
- 1.6 By engaging in business with CREST, You agree to be bound by these Terms and in any event, Our continuing instructions will amount to acceptance of the Terms.
- 1.7 These Terms supersede any earlier terms of business that We may have provided to You.
- 1.8 Organisations at each stage must complete an annual renewal.

2. Compliance

- 2.1 You understand and accept that We reserve the right to verify Your methods and other documentation as required in order to confirm their acceptability. Such verification methods will preserve the confidentiality of the information and the independence of the process with respect to other companies and commercial interests.
- 2.2 You understand that You accept responsibility that policies, processes and procedures submitted in an application apply across all of the geographic locations included in Your application.
- 2.3 You agree to providing Us with details relating to the ultimate beneficial owner(s) of Your organisation and to notify Us of any changes.
- 2.4 CREST reserves the right to exclude companies from specific countries as directed by the CREST International Council.

3. Payment Terms

- 3.1 Payment must be received in advance of the commencement of or the continuation of any services to You.
- 3.2 Payments must be made by BACS transfer in the currency identified on the corresponding CREST invoice.
- 3.3 The Parties will each be responsible for reporting to all relevant authorities for any taxes or other contributions that may be due.
- 3.4 CREST reserves the right to invoke late payment fees for each 30 days a payment due to CREST is overdue.

4. Confidentiality and Non-Disclosure

- 4.1 For the purposes of these Terms and Conditions, “**Information**” means any and all technical and business information (tangible or intangible) whether written, oral or graphic, that either Party may disclose or reveal to the other Party. This includes, but is not limited to: business, financial, operational, commercial, sales and marketing information; technical methodologies; business systems, software, data and data analysis; plans, specifications and other marketing methods; and plans, methods for systems integration or anything that might, if known by another party, constitute an advantage to that party. For the avoidance of doubt, Information from Us includes that used during or constituting a material part of CREST examinations and assessments, lesson plans, records, assessment strategies, evaluation criteria, systems lists, present and proposed environments, trade secrets, know-how, processes, computer software programmes, software tools and descriptions of functions and features of software, source code, computer hardware designs, information regarding candidates, company members, organisations and any other affiliates; CREST corporate accreditation processes, specifications, methodologies, weightings and evaluation criteria.
- 4.2 Information You provide to CREST will be treated as proprietary information and confidential and We will not disclose it to any third party without Your consent. We will protect it with the same care as we use to protect Our own Information and will ensure that Information held on a computer or device will not be accessible to anyone to whom disclosure may not be made.
- 4.3 Information that We provide to You must be treated as proprietary information and confidential and You must not disclose it to third parties without Our consent. You must protect it with the same care as You use to protect Your own Information and must ensure that Information held on a computer or device will not be accessible to anyone to whom disclosure may not be made.
- 4.4 You and CREST agree that Information may be disclosed to the extent that it is required by law, government or other regulatory authority or court provided that, to the extent legally permissible, a Party will notify the other as soon as practicable and assists the other Party in contesting such requests and protecting the impacted Party’s rights.
- 4.5 No obligation will rest on either Party for Information that is or becomes publicly available through no wrongful or negligent act, was lawfully obtained, previously known or independently developed.
- 4.6 On termination, neither Party will be obligated to return or destroy Information stored on back-up media for the purposes of disaster recovery in the ordinary course of business that may be subject to destruction in due course, provided that the Information is not accessed after expiration or termination but prior to its destruction.
- 4.7 These non-disclosure obligations will remain in full effect for three years from the date that either You or We withdraw or conclude any functions related to the business of CREST.

5. Termination and Consequences of Termination

- 5.1 You may terminate Your business with CREST by giving 30 days' written notice in advance of Your renewal date.
- 5.2 CREST may suspend or terminate Your membership:
- (i) in accordance with the provisions of the Code of Conduct; and/or
 - (ii) in the event that Your organisation is not successfully re-assessed by CREST either at the point of annual re-assessment or, as applicable, at the point of a three-year full re-assessment; and/or
 - (iii) in the event that You breach any of these Terms.
- 5.3 If You request termination part-way through a subscription year, there will be no pro-rated refund of fees paid for that year.
- 5.4 If an Accredited Member requests termination at the end of a subscription year after their renewal date, CREST reserves the right to charge the member company for a full subscription year as the company will have been presented as an Accredited Member until that point.
- 5.5 Consequences of Termination:
- (i) You will be responsible for any outstanding fees owed to CREST for any other services at the time of termination; and
 - (ii) You will not represent yourself as associated with CREST in any way; and
 - (iii) You will immediately cease use of any of CREST's branding.

6. Liability and Warranty

- 6.1. There is no contract between You and any employee of CREST.
- 6.2. CREST and You warrant to each other that they have in place and maintain the necessary insurances.
- 6.3. CREST and You will indemnify each other, their Directors, officers, agents and employees (individually and collectively) from and against any and all claims, causes of action, suits, damages, costs, expenses or demands whatsoever, suffered or incurred by either Party arising out of or in connection with these Terms.
- 6.4. In no event shall CREST be liable for any indirect punitive, special or incidental damage (including loss of business, revenue, profits, use, data or other economic advantage) suffered by You however it arises.
- 6.5. CREST will not be held liable or responsible for any services provided by You.
- 6.6. CREST will not be liable to You if We are unable to provide services, or the provision of Our services is delayed, as a result of any cause beyond Our reasonable control. In the event of any such occurrence affecting CREST, We will notify You as soon as reasonably practicable.

7. Data and Data Protection

- 7.1. Data:
- (i) All organisations accessing the CREST application portal must act in a manner that will not cause damage to the functionality of the portal nor disrupt the services of the portal. Any accidental damage or disruption must be reported immediately after the incident has occurred.
 - (ii) All organisations accessing the CREST application portal must not knowingly introduce any form of computer virus nor attempt to access unauthorised areas of the portal.
- 7.2. Data Protection: CREST and You must comply at all times with the provisions of applicable data protection legislation and each consents to the other holding and processing any data necessary for the purposes of managing the services provided by either of us to the other.
- 7.3. CREST's Privacy Policy can be found on Our [website](#).

8. General

- 8.1. Compliance:
- (i) You agree to adhere to the obligations in the CREST Code of Conduct and the principles within the CREST Code of Ethics which include the application of sanctions in the event that a breach of either Code is upheld.
 - (ii) You will comply with all applicable laws and regulations.
- 8.2. Business Conduct:
- (i) You and CREST agree that all business between each other will be performed in a professional manner.
 - (ii) You will adhere to good practice standards in business conduct including, but not limited to, standards, laws and regulations relating to bribery/corrupt behaviour, corporate social responsibility, anti-terrorism and modern slavery.
- 8.3. Complaints: In the event of a complaint against Your organisation, the principles contained in CREST's Complaints Handling Process will be applied, including the invocation of sanctions if a complaint is upheld.
- 8.4. Amendments: We reserve the right in our sole discretion to alter these Terms from time to time and You will be advised accordingly within 30 business days.

9. Governing Law and Jurisdiction

- 9.1. These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by the law of England and Wales and the Courts of England and Wales shall have non-exclusive jurisdiction.

10. Consents and Signatures

- 10.1 Applicant Organisations agree to support the mission and values of CREST to help create a secure digital world by quality assuring organisations and delivering professional certifications to the cyber security industry.
- 10.2 Applicant Organisations warrant and confirm that information they provide to CREST is accurate and factually correct and that any inaccuracies or misrepresentations in a submission could lead to suspension or expulsion from CREST.
- 10.3 These Business Terms and Conditions, including the requirements outlined in the Annex attached, govern the application for and use of the pathway to accreditation and membership. By completing and submitting an application and agreeing to these Terms, You warrant and confirm that you have read and understood these Terms and Conditions and unconditionally and irrevocably agree to be legally bound by and comply with them.
- 10.4 The Applicant Organisation agrees to anonymised data (i) being passed to CREST regions as necessary; and (ii) being passed to specific third parties including government or regulatory bodies for specific purposes including in support of programmes that CREST may administer on their behalf.
- 10.5 You agree to receiving correspondence and marketing information electronically and in hard copy format from CREST.
- 10.6 By signing these Terms, You agree to Your organisation details, as provided by You, being listed on the CREST website if your application is successful.
- 10.7 The representative of an Applicant Organisation agreeing to these Terms and Conditions further warrants and confirms that (i) they are authorised to sign on behalf of the Applicant Organisation; and (ii) they have read and understood these Terms and Conditions; and (iii) they have read and understood the Code of Conduct; and (iv) they have provided these Terms and Conditions to the relevant parties within the Applicant Organisation on whose behalf they are submitting an application; and (v) the Applicant Organisation has understood and expressly agrees to be legally bound by and comply with them.

References

- (a) The CREST Code of Conduct, which sets out the basic principles of good business practice and ethics which are all-pervasive. They describe the standards of practice expected of You.
- (b) The CREST Code of Ethics, which describes the core values that should guide independent decision-making and provides ethical standards to be followed by You.
- (c) The CREST Complaints Process, which forms the basis for complaint resolution.
- (d) The Guidelines for Use of CREST Logotype and Discipline Icons, which sets out the acceptable usage of the CREST branding and associated icons.
- (e) The Appeals Procedure, which sets out the appeals procedure for rejected applications.

ANNEX: PATHWAY TO ACCREDITATION AND MEMBERSHIP

A1: PATHWAY ORGANISATIONS

1. Eligibility Criteria

- (a) Commercial organisations that provide cyber services to third parties primarily through employed resources, eg. cyber service providers or managed service providers;
- (b) Meet the requirements of the Pathway stage. [The Accreditation Pathway - CREST \(crest-approved.org\)](https://crest-approved.org)

2. Responsibility

- (a) You agree to adhere to the CREST Code of Conduct as it applies to Pathway organisations.
- (b) To remain affiliated within CREST's pathway, You agree to successfully progress to Pathway+ stage within two years of registration as a Pathway organisation.

3. Brand Usage and Licence

- (a) When publicising your status with CREST, You may ONLY refer to your organisation as a CREST Pathway organisation. For the avoidance of doubt, you will not portray yourself, either deliberately or misleadingly, as a Pathway+ organisation or a CREST Accredited member company.
- (b) You must have a clearly visible statement on your website stating "A CREST Pathway organisation has signed Codes of Conduct and Ethics and committed to CREST's standards. A CREST Pathway organisation is aiming for, but is **not**, a CREST Accredited member company" and must make the same clear statement in any publicly shared promotional literature or documents you submit to potential or existing clients.
- (c) Contravention of the usage criteria will result in immediate termination of Your relationship with CREST and a bar to re-application for a period of up to five years.
- (d) For the duration of Your time as a Pathway organisation, We will grant You a non-exclusive, non-transferable licence to use the mark applicable to CREST Pathway. You must adhere to the Branding Guidelines which also include consequences for misuse.
- (e) You acknowledge that CREST is the sole owner of the marks and You agree that You will not use or develop marks or any name, logo or symbol that is confusingly similar.

A2: PATHWAY+ ORGANISATIONS

1. Eligibility Criteria

- (a) Must meet the requirements of the Pathway and Pathway+ stage. [The Accreditation Pathway - CREST \(crest-approved.org\)](https://crest-approved.org)

2. Responsibility

- (a) You agree to adhere to the CREST Code of Conduct as it applies to Pathway+ organisations.
- (b) To remain affiliated within CREST's pathway, You agree to progress to Accredited Member stage within two years of successful registration as a Pathway+ organisation. CREST reserves the right to extend this timeframe if deemed appropriate or to move the organisation to Pathway stage.

3. Brand Usage and Licence

- (a) When publicising your status with CREST, You may ONLY refer to your organisation as a CREST Pathway+ organisation. For the avoidance of doubt, you will not portray yourself, either deliberately or misleadingly, as a Pathway organisation or a CREST Accredited Member company.
- (b) You must have a clearly visible statement on your website stating "A CREST Pathway+ organisation has signed Codes of Conduct and Ethics and self-assessed against CREST's standards. A CREST Pathway+ organisation is aiming for but is **not** a CREST Accredited Member company" and must make the same clear statement in any publicly shared promotional literature or documents you submit to potential or existing clients.
- (c) Contravention of the usage criteria will result in immediate termination of Your relationship with CREST and a bar to re-application for a period of up to five years.
- (d) For the duration of Your time as a Pathway+ organisation, We will grant You a non-exclusive, non-transferable licence to use the mark applicable to CREST Pathway+. You must adhere to the Branding Guidelines which also include consequences for misuse.
- (e) You acknowledge that CREST is the sole owner of the marks and You agree that You will not use or develop marks or any name, logo or symbol that is confusingly similar.

A3: ACCREDITED MEMBERS

1. Eligibility Criteria

- (a) Must meet the requirements of the Pathway and Pathway+ stages;
- (b) Must have been successfully accredited to one or more disciplines.

2. Responsibility

- (a) You agree to sign adherence to the CREST Code of Conduct as it applies to Accredited Member companies.
- (b) To remain an Accredited Member, You agree to undertake a full re-assessment of Your company every three years including the disciplines to which You are accredited at that time.
- (c) You agree to notify Us of any material changes immediately that that may invalidate one or more of Your accreditations and/or potentially that You can no longer fulfil all the requirements of being an Accredited Member.
- (d) You will comply with the provisions of the CREST (International) Articles of Association. In the event of a conflict between these Terms and the Articles of Association, the provisions of the Articles shall prevail. Acceptance into membership of CREST will make Accredited Member companies a member under company law and entitle them to attend and vote at meetings of members.

3. Brand Usage and Licence

- (a) For the duration of Your membership of CREST, We will grant You a non-exclusive, non-transferable licence to use the marks applicable to the CREST accreditation(s) that You hold. You must adhere to the Branding Guidelines which also include consequences for misuse.
- (b) You acknowledge that CREST is the sole owner of the marks and You agree that You will not use or develop marks or any name, logo or symbol that is confusingly similar.