

1. Definitions

1.1. In these Terms and Conditions:

- 1.1.1. 'Agreement' means the contract for the Licence.
- 1.1.2. 'Company Listing' means the online listing of Licensed Company details and associated Registered Assessors and Professionals.
- 1.1.3. 'Licence' is the ability to provide SABRE associated services.
- 1.1.4. 'Licensed Company' means the company Licensed to provide SABRE associated services by The Security Institute in accordance with these terms and conditions.
- 1.1.5. 'Registered Assessor' means the individual working on behalf of a SABRE Licensed Company who has the right to undertake SABRE assessments. They will be required to maintain adherence to the Registered Assessor eligibility criteria.
- 1.1.6. 'Registered Professional' means the individual working on behalf of a SABRE Licensed Company who has the right to perform specific tasks described in the SABRE scheme documentation (e.g., threat assessment). They will be required to maintain adherence to the Registered Professional eligibility criteria.
- 1.1.7. 'SABRE Certificate' means a document issued by BRE Global Limited which certifies the results of a SABRE assessment submitted by a SABRE Assessor.
- 1.1.8. 'Scheme' means the SABRE assessment methodology, operated by The Security Institute under Licence from BRE Global Limited.
- 1.1.9. 'Services' means the SABRE-related commercial offering(s) of the Licensed Company.
- 1.1.10. 'Software' means any tools and guidance documents made available to Licensed Companies to carry out SABRE-related activities.

2. Introduction

- 2.1. The Security Institute grants the Licensed Company a non-exclusive, non-transferable, revocable, and geographically specific Licence to conduct assessments (Registered Assessors) or perform specific tasks (Registered Professionals) detailed in the SABRE Scheme.
- 2.2. The Security Institute may vary the terms of this Agreement to accommodate any necessary changes, such as changes in the law or changes to the structure of Scheme operations. The Licensed Company shall be notified of any amendments to this document as soon as reasonably practicable.
- 2.3. The Licence is granted following the successful processing by The Security Institute of a formal Licence Application and Modification Form (SYI-1101-002F), provided that the Licensed Company has at least one Registered Assessor or Professional and:
 - 2.3.1. Upon satisfaction that the Registered Assessor or Professional meet the eligibility criteria detailed in The SABRE Operations Handbook (SYI-1102-001N).
 - 2.3.2. In exchange for fees as detailed in the SABRE Fee Sheet (SYI-1103-001F).
- 2.4. Assessments against the SABRE scheme can only be carried out by Registered Assessors.
- 2.5. Registered Professionals may carry out specific tasks contained within the SABRE Scheme without the need to supply evidence of competence on an assessment-by-assessment basis, due to their registered status.

- 2.6. Registered Assessors and Professionals will be listed on their Company Listing at www.security-institute.org.
- 2.7. The Licensed Company may propose other individuals for inclusion as Registered Assessors and/or Professionals in their Company Listing by completing a further Licence Application and Modification Form (SYI-1101-002F).
- 2.8. Registrations of Assessors and Professionals are exclusive to their Company Listing and are non-transferable.
- 2.9. Throughout this document where the phrases “to the satisfaction of The Security Institute”, or “with the agreement of The Security Institute” or “with the approval of The Security Institute” or similar are used, it shall be taken to be mean that such satisfaction, agreement, or approval shall not be unreasonably withheld or delayed.

3. Responsibilities of the Licensed Company

- 3.1. The Licensed Company shall:
 - 3.1.1. Register all projects with The Security Institute prior to commencement of SABRE assessment.
 - 3.1.2. Notify any material changes in Assessor, Technical or Operational scheme requirements and fees to their customers.
 - 3.1.3. Notify The Security Institute of any changes in circumstance of Registered Assessors and Professionals which may affect their ability to continue to meet the eligibility criteria detailed in The SABRE Operations Handbook (SYI-1102-001N).
 - 3.1.4. Notify The Security Institute when a Registered Assessor or Professional ceases to be employed by the Licensed Company.
 - 3.1.5. Keep records for ten years covering all SABRE assessment services. Such records shall be made available at all reasonable times for inspection by BRE Global Limited (the Scheme certification body).
 - 3.1.6. Take steps to ensure that any complaints are dealt with fairly and promptly.
 - 3.1.7. Ensure that those Registered Assessors and Professionals who fail to carry out their duties properly are prevented from carrying out further SABRE-related work until a root cause analysis has been conducted and corrective actions implemented. Where incorrect assessments come to light the assessments shall be corrected at no cost to the client.
 - 3.1.8. Promote the Scheme(s) and their Services providing this is carried out without fees. Where fees are charged this shall be with prior written agreement with The Security Institute who reserve the right to claim additional royalties.
- 3.2. The Licensed Company shall **not**:
 - 3.2.1. Engage in formal SABRE assessment (excluding pre-assessment) without first registering the facility with The Security Institute.
 - 3.2.2. Copy or reproduce the Software other than for normal internal security, document control and back-up purposes.
 - 3.2.3. Attempt to amend, adapt, modify, or translate the Software in any way for any purpose, including for error correction. Errors should be reported to The Security Institute.
 - 3.2.4. Remove, change, or obscure any of the SABRE family of logos or any product identification or notices of proprietary rights and restrictions in the Software.

- 3.2.5. Grant sub-licences to use the Software.
- 3.2.6. Distribute, rent, loan, lease, sell, give, or otherwise deal in the Software or otherwise make the Software or any part of the Software available for the use of any third party without the express written permission of The Security Institute.
- 3.2.7. Use the Software or any part of the Software in any way other than in relation to the SABRE scheme.

4. General Responsibilities of The Security Institute

- 4.1. The Security Institute shall provide all such training, documentation, and guidance to certified persons as is necessary to ensure that they can perform the Services satisfactorily.
- 4.2. The Security Institute may audit the Licensee to ensure that it and its Registered personnel are performing the Services to an acceptable quality.
- 4.3. The Security Institute shall from time to time make changes to the Scheme and associated documentation which are necessary to reflect changes in technology, standards or any applicable safety or other statutory requirements. The Security Institute shall advise the Licensed Company of such changes and provide all relevant documentation free of charge. Where additional training is required, this shall be charged at the prevailing rate.
- 4.4. The Security Institute shall promote the Scheme and the online Company Listings.
- 4.5. The Security Institute shall act against any Licensed Company who misuses the Scheme or brings the Scheme or online Company Listings or The Security Institute and its brands into disrepute.

5. Warranty and Liability

- 5.1. Except in respect of death or personal injury caused by The Security Institute's negligence, fraud, or as expressly provided in these Terms, The Security Institute shall not be liable to the Licensed Company by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of The Security Institute, its servants or agents or otherwise) which arise out of or in connection with the Licence or provision of the Services by the Licensed Company and the entire liability of The Security Institute under or in connection with the Agreement shall not exceed the greater of £10,000 or 115% of the amount which has actually been paid by the Licensed Company to The Security Institute for the provision of the Licence.
- 5.2. Except in respect of death or personal injury, the Licensed Company will look only to The Security Institute (and not to any individual engaged by The Security Institute, including any directors of The Security Institute) for redress if the Licensed Company considers that there has been any breach of the Licence. The Licensed Company agrees not to pursue any claims in contract, tort (including negligence) or for breach of statutory duty against any individuals working for and on behalf of The Security Institute in carrying out its obligation under the Agreement at any time, whether named expressly in the Agreement or not.
- 5.3. The Security Institute shall use reasonable endeavours to meet the timescales set out in the Agreement and shall not be liable for any losses arising from any delay.
- 5.4. Unless otherwise specified, the Licensed Company shall not sub-contract, transfer or assign any part of the Agreement to any other party.
- 5.5. Neither party shall be responsible to the other party for any non-performance due to causes beyond their reasonable control. However, they shall inform the other party in writing of the reasons and take all reasonable steps to comply with this agreement as fully and promptly as possible.

- 5.6. Unless otherwise agreed in writing with The Security Institute, the Licensed Company shall (without prejudice to its obligations to fully indemnify The Security Institute under these terms and conditions) take out and maintain an insurance policy in respect of professional indemnity to cover the period from the grant of the Licence and remain in effect for twelve years following its discontinuation with a limit of indemnity of no less than £1,000,000 for any one claim or £5,000,000 in the aggregate provided such insurance is available at commercially reasonable rates without regard to the Licensed Company's claim history.

6. Fees, Suspension and Termination

- 6.1. Licences commence on the date of written notification by The Security Institute and are valid until the subsequent 31st August. Each year, between approximately 4-8 weeks prior to 31st August, The Security Institute will issue a renewal notice, and if instructed, an invoice covering the annual renewal of the Licence based on the current scope of that Licence and the fees detailed in the SABRE Fee Sheet (SYI-1103-001F). Licence Fees (including any interim fees associated with modifying the Licence) are non-refundable and are due within 30 days of the invoice date.
- 6.2. Either party may terminate the Licence Agreement by giving 30 days' notice in writing to the other.
- 6.3. The Security Institute may immediately suspend or terminate any Licence granted due to unsatisfactory performance, unsatisfactory results in meeting requirements of re-examination or re-training (if applicable), or breach or non-conformity with any part of the Agreement.
- 6.4. At the date of suspension or termination of the Licence Agreement for whatever reason any Licence granted shall immediately cease to be valid. At such point, the Company will cease to be Licensed and Assessors and Professionals registered under the Licence will cease to be registered and removed from the online Company Listings.
- 6.5. Should a Registered Assessor or Professional cease to be employed by the Licensed Company, their registration will be terminated with immediate effect. If that individual is the only registrant under the Licence, the company will cease to be licensed.
- 6.6. Registrations vacated by a departing employee of the Licensed Company may be re-assigned to a new employee at the discretion of The Security Institute, providing the incoming individual can satisfy registration requirements in a reasonable amount of time.

7. Audits

- 7.1. The quality of assessments carried out by Registered Assessors will be checked by BRE Global Limited (the Scheme certification body) or its duly authorised representatives.
- 7.2. The quality standards required by BRE Global Limited, along with a step-by-step approach for undertaking assessments, are described in the SABRE Operations Handbook (SYI-1102-001P).
- 7.3. If the quality of performance falls below the standard required by BRE Global Limited, The Security Institute may suspend or withdraw the Licence in accordance with SABRE Operations Handbook (SYI-1102-001P).

8. Information Security

- 8.1. The Licensed Company is responsible for complying with their clients' information security requirements in relation to:
- 8.1.1. the submission of SABRE assessments for review by BRE Global Limited.
- 8.1.2. the storage, distribution, encryption, and accessibility of evidence held in support of a SABRE assessment.

9. Licence Maintenance

- 9.1. All new SABRE Registered Assessors shall complete the training course for Registered Assessors delivered by The Security Institute.
- 9.2. Any requirements for SABRE Registered Professionals to undertake formal training delivered by The Security Institute to become registered in their respective categories will be advertised in the SABRE Operations Handbook (SYI-1102-001P).
- 9.3. On an annual basis:
 - 9.3.1. SABRE Licensed Companies shall pay Licence renewal fees in accordance with SABRE Fee Sheet (SYI-1103-001F).
 - 9.3.2. SABRE Licensed Companies shall commit to allowing at least 1 working day of SABRE-related training delivered by The Security Institute per year for all Registered Assessors and Professionals.