

## **Terms of Service**

### **Control Management Systems (CMS)**

Last Updated: 23/02/2026

#### **1. Introduction**

These Terms of Service (“Terms”) govern access to and use of the website and Integrated Management System (IMS) platform operated by Control Management Systems (“CMS”, “we”, “us”, “our”).

By accessing or using our website or platform, you agree to be bound by these Terms.

If you do not agree, you must not use the platform.

#### **2. Services Provided**

CMS provides:

- Access to a web-based Integrated Management System platform
- ISO 9001-aligned compliance management tools
- Structured internal audit templates
- Risk, supplier, NCR, CAPA, training and related management modules
- Optional managed internal audit and compliance oversight services

CMS does not:

- Act as a certification body
- Guarantee ISO certification

**Directors: Bradley Lewis & Philip Styles**  
**Registration Number: 879777**  
**Email: admin@cms-ltd.co.uk**

- Provide legal advice
- Assume responsibility for the Client's compliance obligations

The Client remains fully responsible for:

- Implementation of their management system
- Compliance with applicable standards
- Decisions taken based on system outputs

### **3. Eligibility & Business Use**

The platform is intended for business use only.

By registering, you confirm that:

- You are authorised to act on behalf of your organisation
- All information provided is accurate

### **4. Account Registration & Security**

Clients are responsible for:

- Maintaining confidentiality of login credentials
- Restricting access to authorised personnel
- Ensuring data entered is accurate

CMS is not liable for unauthorised access resulting from failure to safeguard credentials.

## **5. Subscription & Payment**

Access to the platform is provided on a subscription basis.

Subscription details, pricing and payment terms will be set out in:

- A service agreement
- Invoice terms
- Or written proposal

Failure to pay may result in suspension or termination of access.

All fees are exclusive of VAT unless stated otherwise.

## **6. Intellectual Property**

All platform content, structure, templates, design, and software remain the intellectual property of CMS.

Clients retain ownership of:

- Data uploaded into the system
- Company-specific records

Clients may not:

- Copy, resell, sublicense or redistribute the platform
- Reverse engineer the software
- Reproduce templates for commercial resale

## **7. Client Data & Data Protection**

CMS processes data in accordance with:

- UK GDPR
- The Data Protection Act 2018
- Our Privacy Policy

Where clients upload personal data, the client acts as Data Controller and CMS acts as Data Processor.

A separate Data Processing Agreement may apply.

## **8. Service Availability**

We aim to provide continuous availability of the platform.

However, we do not guarantee uninterrupted service.

We may suspend access:

- For maintenance
- For security reasons
- In the event of breach of these Terms

## **9. Limitation of Liability**

To the maximum extent permitted by law:

CMS shall not be liable for:

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- Loss of profits
- Loss of business
- Loss of anticipated savings
- Loss of goodwill
- Indirect or consequential loss

CMS's total liability arising under or in connection with these Terms shall not exceed:

The total fees paid by the Client in the twelve (12) months preceding the claim.

Nothing in these Terms excludes liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Any liability which cannot be excluded under UK law

## **10. No Certification Guarantee**

Use of the CMS platform does not guarantee:

- Successful ISO certification
- Regulatory approval
- Audit outcomes

Certification decisions are made by independent certification bodies.

## **11. Termination**

Either party may terminate the service:

- In accordance with agreed notice period
- For material breach
- For non-payment

Upon termination:

- Access to the platform will cease
- Data export may be provided upon request (within reasonable limits)

## **12. Confidentiality**

Both parties agree to keep confidential any proprietary or commercially sensitive information disclosed during the course of service delivery.

## **13. Force Majeure**

CMS shall not be liable for failure to perform due to events beyond reasonable control, including:

- Natural disasters
- Government actions
- Internet outages
- Cyber attacks
- Third-party hosting failures

## **14. Amendments**

CMS may update these Terms periodically.

Continued use of the platform after updates constitutes acceptance of revised Terms.

## **15. Governing Law**

These Terms are governed by the laws of Scotland.

Any disputes shall be subject to the exclusive jurisdiction of the Scottish courts.

## **16. Contact**

For questions regarding this Privacy Policy:

Control Management Systems  
24 De Moray Court, Stirling, FK9 5GP  
Email: [admin@cms-ltd.co.uk](mailto:admin@cms-ltd.co.uk)