

1 DEFINITION AND INTERPRETATION

- 1.1 In the Contract:
"Additional Term" means the additional twelve (12) monthly period for which the Contract shall be automatically extended at the expiry of the Minimum Term, or any subsequent Additional Term, unless and until the Contract is terminated in accordance with clause 13.
"Ancillary Contract" means the booking form used by the Client to book Training Services.
"Authorised User" means an individual whom the Client has authorised to have access to the Systems and to whom a password has been issued for such purpose.
"Charges" means the charges for the Services payable in accordance with the Proposal and (where applicable) the Ancillary Contract (either as an annual or one-off fee, paid in advance on the Commencement Date, or spread out in monthly or quarterly payments by direct debit), and including without limitation fees, expenses and other costs.
"Client" means the party who purchases or agrees to purchase the Services identified in the Proposal.
"Commencement Date" has the meaning given to it in clause 1.5.
"Conditions" means these terms and conditions.
"Confidential Information" means in the case of either party all information (in any media) of a confidential nature disclosed by that party its employees, agents, consultants or subcontractors to the other including but not limited to all technical or commercial know-how, specifications, inventions, processes or initiatives.
"Contract" means the contract between Alcumus and the Client for the provision of the Services comprising these Conditions, the Proposal and (where applicable) any Special Conditions and Ancillary Contract.
"Documents" means any and all drawings, specifications, technical know-how, plans, reports, models, presentation materials, brochures, guides, course notes, Training Materials, promotional materials etc. prepared by or on behalf of Alcumus.
"Group" means in relation to a company, that company any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.
"IP" means any patents, patent applications, trademarks or trading names (in each case, whether or not registered), trade mark applications, know-how, design rights registered or unregistered (including registered design applications), confidential information, copyright, database rights and all other intellectual property rights including any rights analogous to the same subsisting anywhere in the world at any time.
"Material" has the meaning given to it in Clause 9.1.
"Minimum Term" means the minimum term of the Contract as specified in the Proposal beginning on the Commencement Date.
"Premises" means the Client's premises at which the Services may be provided (if any).
"Proposal" means the proposal for the Services provided by Alcumus to the Client.
"Services" means the services as set out in the Proposal including the provision of any Systems and/or Training Services as applicable.
"Service Level" means the specified level of Services as set out in the 'Our Solution' section of the Proposal.
"Special Conditions" means any special conditions provided by Alcumus to the Client from time to time.
"Systems" means such on-line systems or portals as may be provided by Alcumus as part of the Services in accordance with the Contract (which for the avoidance of doubt may be third party systems).
"Training Materials" means all materials provided by Alcumus to the Client in advance of, during the provision of, and/or following training sessions provided by Alcumus to the Client under the Contract.
"Training Services" means training services provided to the Client upon the Client's request as set out in the Ancillary Contract.
"Term" means the Minimum Term plus any Additional Term.
"Working Day" means Monday to Friday (inclusive) excluding Bank Holidays and other days when clearing banks are not open for business.
- 1.2 Wherever in the Contract provision is made for a communication to be "written" or "in writing" this includes email.
- 1.3 References to any statutes or statutory regulations shall be deemed to include any subsequent revisions or re-enactments thereof.
- 1.4 The Proposal constitutes an offer by Alcumus to the Client to provide Services in accordance with these Conditions.
- 1.5 The Proposal shall be deemed accepted upon the Client's signature of the Proposal or Alcumus commencing the Services (whichever is the earlier), at which date the Contract shall come into existence ("Commencement Date").
- 1.6 Any Proposal given by Alcumus is only valid for a period of 30 days from its date of issue (unless otherwise agreed by Alcumus and/or stated on the Proposal) and Alcumus shall be entitled to vary or withdraw a Proposal at its discretion after that time.
- 1.7 The Client may request Training Services from Alcumus from time to time. The completed Ancillary Contract provided by Alcumus to the Client shall constitute an offer by Alcumus for the Client to purchase Training Services from Alcumus, and the offer shall be deemed accepted upon receipt of the signed Ancillary Contract from the Client, or the commencement of the Training Services (whichever is the earlier). The terms of these Conditions shall apply *mutatis mutandis* to the Contract for Training Services as Services contracted under a Proposal, and a Contract shall be formed accordingly.
- 1.8 Acceptance by the Client of the Proposal in accordance with clause 1.5 or delivery of the Services shall be taken as evidence of agreement to these Conditions. These Conditions shall apply to and be incorporated in the Contract and shall be in substitution for any ongoing arrangement made between Alcumus and the Client and shall prevail over any terms or conditions contained in or referred to in any Client correspondence or elsewhere or implied by trade custom or practice or course of dealing. No addition to or variation of or exclusion or attempted exclusion of these Conditions shall be binding upon Alcumus unless specifically agreed to in writing and signed by a duly authorised representative of Alcumus.
- 1.9 All the provisions of the Contract between Alcumus and the Client are contained in or referred to in the Proposal, these Conditions and (where applicable) the Special Conditions and the Ancillary Contract. In no circumstances shall any conditions of purchase submitted at any time by the Client be applied to the Contract, and any failure by Alcumus to challenge any such conditions of purchase does not imply acceptance of such conditions of purchase.
- 1.10 In the event of any conflict between any terms contained in the Proposal, Special Conditions, Ancillary Contract, and these Conditions the following order of precedence shall apply to the extent of any inconsistency only:
1.10.1 the Special Conditions;
1.10.2 Proposal or (where applicable) Ancillary Contract; and
1.10.3 these Conditions.
- 1.11 Alcumus shall be entitled to exercise any of the rights granted to it and perform any of the obligations undertaken by it under this Contract through any Group company.
- 2 SERVICES
- 2.1 During the Term, Alcumus shall supply the Services to the Client using all reasonable skill, care and diligence to the standards of a reasonably qualified and competent provider of services similar to the Services.
- 2.2 Alcumus shall have the right to make any changes to the Services or the Service Levels which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Alcumus shall notify the Client of the relevant changes and any consequent amendment to the Charges in any such event.
- 3 TRAINING COURSES
- 3.1 Training Services may be provided to the Client from time to time during the Term as part of the Services or on an ad hoc basis, either carried out at the Premises or through attendance at a public course provided by Alcumus at a pre-arranged venue.
- 3.2 The Client shall request training by sending an email to the following address: office@alcumusgroup.com. Alcumus shall then provide the Client with an Ancillary Contract detailing the proposed Training Services and associated Charges. Once the offer for Training Services has been accepted (in accordance with clause 1.7), the Client shall be subject to the requirements outlined in clause 4.
- 4 CANCELLATION TERMS
- 4.1 This clause 4 shall only apply in instances where Training Services are provided.

- 4.2 Alcumus reserves the right to be able to postpone or cancel a training course in case of insufficient delegate numbers. Alternative training courses shall be available where possible. Payment shall be refunded in full to the Client if the delegate cannot attend an alternative course offered, or if the course is cancelled in accordance with this clause 4.
- 4.3 Any colleague of the attendee specified in the Ancillary Contract may attend the course in place of the attendee at no additional charge.
- 4.4 Full payment of course fee must be provided by the Client to Alcumus no less than 28 days prior to the course date.
- 4.5 For bookings made within 28 days of the course date, full payment of the Charges must be made prior to course attendance.
- 4.6 Alcumus reserves the right to refuse any entry to a course where the Charges have not been paid in advance.
- 4.7 Full Charges and any late cancellation charges incurred by Alcumus as a result of the refused entry shall be applicable in instances where entry is refused.
- 4.8 Alcumus reserves the right to offer alternative course dates or offer a refund, due to cancellation that takes place due to under subscription or other unforeseen circumstances.
- 4.9 The Client may be able to cancel a training course or transfer to an alternative course if unable to attend (places permitting) provided that not less than 12 weeks' written notice is given specifying the alternative course to transfer to, or if the specified alternative course is not available, Alcumus shall try to find another date that is suitable.
- 4.10 In the event that the Client cancels a course booking within 12 weeks of the course date, or fails to attend the course, the following charges shall apply:
4.10.1 25% of the course Charges for notice within 8-12 weeks of the course date;
4.10.2 50% of the course Charges for notice within 4-8 weeks of the course date; or
4.10.3 100% of the course Charges for notice within 4 weeks of the course date or where the delegate fails to attend; and
4.10.4 all expenses incurred by Alcumus in relation to cancelled training course booking shall be reimbursed immediately, and in respect of any cancellation that falls outside the 12-week period, Alcumus shall be entitled to charge a £50 admin fee.
- 4.11 Training certificates shall not be dispatched until full payment is received.
- 4.12 If the Training Services are cancelled in accordance with clause 4.10, Alcumus shall be entitled to charge interest in accordance with clause 5.6 and claim compensation for debt recovery costs under late payment legislation in the event that the Client fails to pay any sums due in accordance with clause 4.10.
- 4.13 All notices of cancellation or postponement must be made in writing.
- 4.14 Any fees payable for e-learning training services booked by the Client online are non-refundable.
- 4.15 Where the Client is a consumer within the meaning of regulation 4 of The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("CCICACR"), the Client shall be entitled to those additional statutory rights relating to cancellation as set out in the CCICACR.
- 5 CHARGES AND PAYMENT
- 5.1 The Charges for the Services shall be those set out in the Proposal and/or any Ancillary Contract. The Client shall pay the Charges specified in any invoice within 30 days of the date of such invoice (unless otherwise stated in the Proposal and/or Ancillary Contract) in pounds sterling by direct debit or BACS transfer into Alcumus' account as notified in writing by Alcumus from time to time. All Charges are net of Value Added Tax (VAT) which the Client shall pay to Alcumus (at the prevailing rate) upon receipt of a valid VAT invoice. Time for payment shall be of the essence.
- 5.2 At any time during the Term, the Client may upgrade to a different Service Level by paying the appropriate upgrade fees to Alcumus (and for the avoidance of doubt such fees shall constitute the difference between the Client's current Service Level and the upgraded Service Level).
- 5.3 The Charges for the Services are subject to a fair use policy by the Client. In the event that Alcumus identifies an excessive usage of the Services comparable to previous use of the Services, the Charges shall be increased and notified to the Client at least 30 days prior to implementation.
- 5.4 After the Minimum Term and in respect of any Additional Term, Alcumus reserves the right to carry out an annual review of the Charges and shall notify the Client of any resulting changes to the Charges at least 30 days prior to implementation.
- 5.5 Notwithstanding any other terms of the Contract, Alcumus may withhold or suspend the provision of the Services (in addition to any other remedy available to Alcumus) without terminating the Contract if the Client has failed to pay Alcumus' invoices in accordance with the Contract.
- 5.6 If the Client fails to make any payment due to Alcumus under the Contract by the due date for payment, then, without limiting Alcumus' remedies under clause 5.5, the Client shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.
- 5.7 If the Client requires Alcumus to carry out any additional services not specified in the Proposal or Ancillary Contract, or upgrade the Service Level being provided, Alcumus shall be entitled to make additional charges for such services.
- 5.8 If the Client cancels a consultancy visit to the Premises within 48 hours of such consultancy visit, the Client shall be liable to pay a short notice cancellation fee, which shall cover any incurred costs by Alcumus including but not limited to wasted consultancy time, travel and accommodation costs.
- 5.9 In the event that the Client cancels two (2) consecutive consultancy visits to the Premises, or the Client does not respond to Alcumus' written request to arrange a consultancy visit within thirty (30) days of Alcumus written request, the Client shall have such consultancy visit deducted from the Services without reimbursement of any applicable Charges.
- 5.10 All payments to be made by the Client under the Contract shall be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.
- 6 THE CLIENT'S OBLIGATIONS
- 6.1 The Client shall:
6.1.1 ensure prompt provision of resources, including decisions, information, documentation and access (to personnel, records and Premises) required to enable Alcumus and its agents and employees to provide the Services in accordance with the Contract;
6.1.2 ensure a safe working environment at the Premises for Alcumus, its agents and employees; and ensure in the interests of health and safety that Alcumus' personnel, while on the Premises for the purpose of carrying out the Services have access at all times to a member of the Client's staff familiar with the Premises and safety procedures;
6.1.3 be responsible for the accuracy and legality of all information from time to time provided to Alcumus, ensure that none of it infringes the IP of or defames any person and indemnify and keep Alcumus indemnified accordingly;
6.1.4 be solely responsible for maintaining back-up and disaster recovery procedures and all other information the Client supplies to Alcumus from time to time;
6.1.5 wherever possible, provide a suitable vehicle parking facility for use by Alcumus' personnel which is free from any legal restrictions and immediately close to the location at which the Services are being provided; and
6.1.6 perform its obligations in the Contract in a competent, prompt and diligent manner.
- 6.2 The Client hereby acknowledges that the provision by Alcumus of the Services in accordance with the Contract shall not absolve the Client from any obligation, including any statutory obligation, to which it may from time to time be subject.
- 6.3 The Client acknowledges that Alcumus provides the Services in reliance on information and data provided by the Client. The Client is responsible entirely for the accuracy, relevance and completeness of all information provided in any form. All assessments completed by Alcumus are based on the Client information and Alcumus shall not have any duty to check the accuracy or completeness of the information provided, Alcumus accepts no liability for the incorrect provision of the Services based on information provided by the Client under the Contract.
- 6.4 The Client agrees that Alcumus shall not be liable under any circumstances for any delay, error or problem caused by any act or omission on the part of the Client, its agents or employees. Alcumus may levy additional charges (at its then current standard rates) resulting from any additional work or additional costs incurred or undertaken as a consequence of any such act or omission.
- 6.5 Alcumus may, at its reasonable discretion, refuse to perform any consultancy visit where Alcumus or any of its personnel attending the Client's site is concerned that the Client is not in compliance with its obligations under clause 6.1.2.
- 6.6 In the event that the Client fails to notify Alcumus of any problem or concern within ten (10) Working Days of Alcumus carrying out the Services, the Client shall be deemed to have accepted the same.

- 6.7 If Alcumus is providing Systems in accordance with the Contract, the Client shall and shall procure that any Authorised Users:
- 6.7.1 operate any relevant Systems only in accordance with Alcumus' and/or any relevant licensor of the Systems instructions and shall ensure that no modifications are made to any such Systems;
 - 6.7.2 agree to the terms of any end user licence agreement relating to the Systems; and
 - 6.7.3 supply to Alcumus a list of its Authorised Users and supply a copy to Alcumus promptly upon request, and issue to each of its Authorised Users the password from time to time as provided by Alcumus.
- 6.8 The Client shall ensure that it keeps an up to date list of all Authorised Users with access to the Systems at any given time. The Client shall ensure that each Authorised User keeps his or her username and password confidential and does not at any time share any access details to the Systems with any other person. The Client shall immediately inform Alcumus when an Authorised User no longer requires access to the Systems.
- 6.9 Alcumus hereby grants the Client a royalty-free (save as set out in the Contract), non-exclusive and revocable licence to use the Systems for the sole purpose of receiving the Services for the duration of the Term.
- 6.10 In respect of the Client's use and any Authorised Users use of any relevant Systems, the Client shall comply with generally accepted principles of internet usage and ensure that:
- 6.10.1 such relevant Systems are not used by any of the Authorised Users fraudulently, in connection with any criminal offence, or otherwise unlawfully or to send or receive any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights, or to send or provide unsolicited advertising or promotional material;
 - 6.10.2 no attempt is made to reproduce, copy, adapt, decompile, disassemble, modify, reverse engineer or make error connections to the Systems in whole or in part;
 - 6.10.3 no viruses are introduced into any such Systems and that, if a virus is found, promptly upon its discovery eliminate it and/or ameliorate its effect;
 - 6.10.4 Authorised Users shall comply with the terms of any end user licence agreement in relation to the Systems (and for the avoidance of doubt, access to the Systems shall be subject to compliance with the terms of any applicable end user licence agreement);
 - 6.10.5 the Systems are not made available in any way or form to any persons or in any locations in excess of the agreed level of Authorised Users or Premises specified in the Contract, unless expressly authorised in writing by Alcumus (such authorisation may be refused without reasons). If the level of Authorised Users or Premises available for use is at any time during the Term increased, the Charges shall be increased accordingly; and
 - 6.10.6 that all Authorised Users shall be at all times employees of the Client and correctly authorised to use the Services provided by Alcumus. The Client accepts full liability for breach of these Conditions by its employees and Authorised Users which results in unauthorised access, and the Client shall indemnify Alcumus for any breach of this clause 6.10.
- 6.11 The Client acknowledges and accepts that Alcumus may be required by law to monitor website content and traffic and, if necessary, give evidence of the same together with use of log-on identification to support or defend any dispute or actionable cause.
- 6.12 Alcumus, or any representative of Alcumus, may enter the Premises at any time on reasonable notice to verify the Client's compliance with the Contract.
- 6.13 Alcumus does not guarantee that the Systems shall be uninterrupted, error or virus free and excludes any liability in relation to the same. Alcumus reserves the right to undertake maintenance or emergency works to the Systems from time to time.
- 7 RESERVATION OF TITLE**
- 7.1 Subject to clause 9.2, title to and property in the Systems shall remain vested in Alcumus at all times.
 - 7.2 Alcumus shall be entitled remove access to any Systems for which it retains title at any time (including but not limited upon termination of the Contract).
- 8 DATA PROTECTION**
- 8.1 In this clause 8:
- 8.1.1 'personal data', 'data controller', 'data processor', 'data subject' and 'process' or 'processing' each have the same meaning as used in the Data Protection Laws;
 - 8.1.2 "Client Personal Data" means any and all personal data which is provided by or on behalf of the Client to Alcumus or which is otherwise processed by Alcumus as a result of or in connection with the provision of the Services and for which the Client is the data controller, as specifically identified in Schedule 1;
 - 8.1.3 "Data Protection Laws" means the Data Protection Act 2018, Data Protection Directive (95/46/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (commonly known as the "GDPR"), together with any and all other laws, regulations or other statutory instruments relating to the protection of personal data applicable to Alcumus and/or Client in any relevant jurisdiction.
- 8.2 The parties agree that, with respect to the parties' rights and obligations under this Contract and with respect to any Client Personal Data, the Client is the data controller and Alcumus is the data processor and that, in circumstances where Alcumus processes personal data on behalf of the Client, Alcumus in each case shall comply with the requirements of this clause 8. The parties agree that in certain circumstances (specifically in relation to Alcumus' internal notes maintained to record advice provided to the Client) Alcumus is the data controller, and in these circumstances the parties shall comply with all applicable obligations under the Data Protection Laws.
- 8.3 The parties have agreed that the description of the processing is as set out in Annex 1.
- 8.4 Alcumus shall:
- 8.4.1 comply with its obligations under any applicable laws regarding the Client Personal Data (including the Data Protection Laws), and shall not by any act or omission put the Client in breach of any such laws (including the Data Protection Laws);
 - 8.4.2 only process any Client Personal Data for the purposes of providing the Services (and for no other purpose whatsoever) and only in accordance with the Client's written instructions from time to time;
 - 8.4.3 notify the Client as soon as is reasonably practicable if Alcumus reasonably believes an instruction from the Client breaches (or could cause either party to breach) the Data Protection Laws;
 - 8.4.4 process Client Personal Data other than in accordance with clause 8.4.1 only if required to do so by law, in which case Alcumus shall inform the Client of the relevant legal requirement before processing;
 - 8.4.5 ensure that access to the Client Personal Data is strictly limited to persons (including any employee or sub-processor) who need access to it as strictly necessary to perform the Services and that all such persons are informed of the confidential nature of the Client Personal Data, are subject to contractual or statutory obligations of confidentiality, and are assessed by Alcumus to ensure their reliability;
 - 8.4.6 keep appropriate records of all processing activity carried out by Alcumus in accordance with this Contract, including the permissioning, access to and control of the Client Personal Data, and books of account;
 - 8.4.7 ensure that Client Personal Data is kept secure and shall implement, and at all times maintain, appropriate technical and organisational measures to protect the Client Personal Data (ensuring in each case a level of security appropriate to the risk) to prevent, and take prompt and proper remedial action against, unauthorised or unlawful processing (including access, copying, modification, storage, reproduction, display, disclosure or distribution) accidental loss of or damage to the Client Personal Data;
 - 8.4.8 provide to the Client at any time on request a detailed written description of the technical and organisational measures in place to protect the Client Personal Data as required under clause 8.4.7;
 - 8.4.9 not transfer the Client Personal Data to countries outside the European Economic Area ("EEA") without Client's prior written authorisation (which may be refused at the Client's sole discretion or granted subject to such conditions as the Client (in its sole discretion) deems necessary) and, at the reasonable request of the Client, enter into a separate written agreement relating to the transfer of personal data outside of the EEA (or otherwise enter into an alternative arrangement as may be approved under the Data Protection Laws relating to the transfer of data outside of the EEA);
 - 8.4.10 promptly and fully notify the Client in writing of any notices received by Alcumus (or any sub-processor) relating to the processing of any Client Personal Data, including requests from

- individual data subjects in relation to the exercise of their rights (including subject access requests), complaints and/or correspondence from any regulatory body including any competent data protection supervisory authority and provide such information and assistance as the Client may reasonably require in relation to any such notice;
- 8.4.11 assist the Client in meeting the Client's obligations regarding the exercise of data subjects' rights in accordance with the Data Protection Laws;
 - 8.4.12 assist the Client in meeting the Client's obligations under the Data Protection Laws with respect to data security, breach notification, data protection impact assessments and prior consultation with or notification to a competent data protection supervisory authority;
 - 8.4.13 not permit any processing of the Client Personal Data by any agent, sub-contractor, service provider or other third party ("sub-processor") without the prior written authorisation of the Client in each case, and shall ensure in each case that prior to the sub-processor processing any Client Personal Data, the sub-processor shall enter a written contract with the Supplier which is on terms equivalent to those set out in this Contract and terminates automatically on termination of this Contract for any reason. Notwithstanding the engagement of any sub-processors, Alcumus shall remain liable to the Client for the acts and omissions of such third parties as if they were acts and omissions of Alcumus;
 - 8.4.14 on request at any time and on termination of this Contract, at the Client's option either return to the Client all Client Personal Data and copies of it in such format as the Client may require or, at the Client's written request, securely destroy the Client Personal Data in any manner the Client may specify; and
 - 8.4.15 at the reasonable request of the Client, make available to the Client all information necessary to demonstrate Alcumus' (and any sub-processor's) compliance with this clause 8 and permit the Client and its representatives to inspect and audit Alcumus' data processing activities (and those of its sub-processors) and comply with all reasonable requests to enable the Client to verify and/or procure that Alcumus (and any sub-processor) is complying with this clause 8.
- 8.5 Without prejudice to clause 8.4.13, the Client acknowledges that the signing of this Contract acts as authorisation (as required by clause 8.4.13) for the appointment of the sub-processors set out in Annex 1.
- 8.6 The Client is solely responsible for establishing the lawful basis for the processing of Client Personal Data by Alcumus under this Contract, including where applicable the obtaining of all necessary consents from data subjects, and shall notify Alcumus on request of the applicable lawful basis for any processing Alcumus is required to perform.
- 8.7 Subject to clause 10, Alcumus shall indemnify and keep indemnified the Client in full and hold it harmless on demand from and against any claims, losses, costs, fines or damages suffered or incurred by the Client or for which the Client may become liable arising out of or in connection with any breach of this clause 8 by Alcumus.
- 8.8 The Client shall indemnify and keep indemnified Alcumus in full and hold it harmless on demand from and against any claims, losses, costs, fines or damages suffered or incurred by Alcumus or for which Alcumus may become liable arising out of or in connection with any breach of this clause 8 by the Client.
- 9 INTELLECTUAL PROPERTY**
- 9.1 Alcumus shall retain all IP relating to the Services and in any and all Documents, Systems, any other methods, material and items created by or on behalf of Alcumus whether specifically for the purposes of the Contract or otherwise ("Material").
 - 9.2 If a third party owns any Systems or part thereof, such third party shall (if applicable) retain all IP relating to the Systems.
 - 9.3 The Client and its Authorised Users may view, print out and copy text from the Material, and paste into the Client's own documents provided that: (i) all copying, whether hard copy or electronic complies with any and all IP and stated copyright policy of the owner of the relevant Material, and no copies are made where this is prohibited (including without limitation by way of read only format or a notice stating that the Document may not be copied); (ii) documents or other texts included in the Material are copied without changing the original meaning; (iii) the Client shall clearly acknowledge the identity of any and all IP owners of the copied Material and may not claim any IP rights in the copied Material whatsoever; and (iv) each document to which sections of the Material is pasted is for use by the Client only in its own course of business and is not supplied (or otherwise made available) to any third party for re use or re sale. The Client may only store such electronic copies of the Material as is necessary in all the circumstances to enable it to use the Services in accordance with the Contract.
 - 9.4 The Client may not make any use of the Services or Material except as expressly authorised in accordance with the Contract. In particular, without limitation, the Client shall not and shall take steps to ensure that its employees do not: (i) modify, alter or adapt the Material or any underlying software; (ii) copy, disclose or otherwise use any part of the Material otherwise than as expressly permitted in the Contract; (iii) translate or decompile any computer program in the Services or any website used for delivery of the Services, nor combine or incorporate any such computer program with or in any other; (iv) use the Services or Material in the production of anything defamatory, blasphemous, fraudulent, obscene, lewd or unlawful; or (v) sell, assign, transfer, mortgage, lend or pass onto any person who is not an Authorised User any of the Services or Material, or purport to do so, or provide access to them or any copy of the Material.
 - 9.5 The Client hereby acknowledges that Alcumus shall have no liability for any misuse by or on behalf of the Client or any other person of any of the Documents (which shall be determined by reference to the purposes for which the Documents were originally prepared) or any other deliverables generated during the provision of the Services.
 - 9.6 The Client hereby grants Alcumus a royalty-free, non-exclusive and irrevocable licence to copy and use any Training Material or Documents provided by the Client for all reasonable purposes related to the Services.
 - 9.7 The Client shall not use the Systems, Documents, or any deliverables resulting from the Services for any purpose whatsoever other than as necessary to receive the Services, and the Client accepts full responsibility and liability for ensuring that they and their employees fully comply with all terms and notices.
 - 9.8 The Client hereby agrees to fully indemnify and hold Alcumus harmless in respect of any third-party claims brought against Alcumus as a result of or relating to the use of any IP provided by the Client to Alcumus under the Contract, and/or any breach of this clause 9.
 - 9.9 The Client shall not be entitled to rely on the content of the Documents, Training Materials, assessments or any other deliverables or information provided by Alcumus during the Contract outside of the Term or for any reason during the Term other than for its own usual business purposes and/or the purpose for which they were originally provided. Alcumus accepts no liability for use of the Documents, assessments, Training Materials and any other information provided to the Client other than during the Term.
 - 9.10 For the avoidance of doubt, the Client shall not be entitled to sell, derive any commercial benefit or otherwise provide the benefit of any Materials, Training Materials, Documents, assessments or other information and/or deliverables provided by Alcumus to the Client or via the Systems to any third party.
 - 9.11 In the event that there is an actual, alleged or threatened breach of any third party's IP rights arising out of the Client's use of the Systems, Alcumus may procure the right for the Client to continue using the Systems, replace or modify the Systems so that they become non-infringing or, if such remedies are not reasonably available, withdraw the Client's access to the Systems without any additional liability or obligation to pay liquidated damages or other additional costs to the Client.
- 10 LIMITATION OF LIABILITY AND REMEDIES**
- 10.1 Subject to clause 10.3 and notwithstanding clause 10.2, Alcumus' maximum total liability under or arising out of or in connection with the Contract shall not exceed the sum which is twice the total value of the Charges paid by the Client in the year during which the claim arose or such pro-rated amount should the claim arise in the first year of trading.
 - 10.2 Subject to clause 10.3, neither party shall in any circumstances have any liability (whether direct or indirect) for: (i) loss of business or business opportunity; (ii) loss of revenue; (iii) loss of profits; (iv) loss of anticipated savings; (v) loss of or damage to data; (vi) loss of goodwill or injury to reputation; (vii) any third party claims (excluding any claims which are covered by the indemnity in clause 9.8); (viii) in the case of the Client, loss which could have been avoided by the Client through reasonable conduct or by the Client taking reasonable precautions; (ix) loss due to Systems downtime for maintenance or emergencies; or (x) any consequential or indirect loss.
 - 10.3 Nothing in the Contract seeks to exclude or limit any liability of either party for death or personal injury caused by its negligence or for its fraudulent misrepresentation.
 - 10.4 The Client hereby acknowledges and agrees that the limitations of liability referred to in clause 10.1 and clause 10.2 are fair and reasonable, reflected in the level of the Charges and the insurance cover

carried by Alcumus and are just and equitable having full regards to the extent of Alcumus' responsibility for any loss or damage suffered.

- 10.5 Save as required by law and save as may otherwise be set out in the Contract, Alcumus disclaims and the Client waives all other warranties, express or implied, with respect to the Services, arising by law or otherwise, including, without limitation, any implied warranty of satisfactory quality, fitness for a particular purpose and any obligation, liability, right, remedy or claim in tort.
- 10.6 Save as required by law, the Client's exclusive remedy for any default or defect in the performance of the Services by Alcumus, shall be to correct and/or re-perform any such defective Services by Alcumus. If it is not economical or technically feasible for Alcumus to correct and/or re-perform the defect, the Client's exclusive remedy shall be a full or partial credit of sums paid for the defective Service(s) (subject always to the other provisions of this clause 10).

11 CONFIDENTIAL INFORMATION

- 11.1 Each party shall keep in strict confidence and treat the other party's Confidential Information as confidential and to use it only for the purposes of the Contract except in so far as may be necessary for the performance of any obligations of the Contract or to the extent that such information is generally available to the public or to the extent that disclosure of information is required to be made by law.
- 11.2 Each party agrees that this obligation shall continue in force without limitation in point of time notwithstanding the termination or expiry of the Contract for any reason but shall cease to apply to information from the point at which it enters into the public domain and shall also cease to apply to information which is received independently from another source without the imposition of any duty of confidence.

12 FORCE MAJEURE

Neither party shall have any liability to the other party if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by any event(s) or combination of events where such event(s) arises from, or is attributable to acts, events, omissions or accidents beyond the reasonable control of the relevant party including, but not limited to, acts of God, terrorism, war or flood ("Force Majeure Event"). In such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed due to the Force Majeure Event.

13 TERMINATION

- 13.1 Alcumus may terminate the Contract (or part thereof) by providing the Client with 30 days' written notice.
- 13.2 The Client shall not be entitled to terminate the Contract (or part thereof) without cause.
- 13.3 Notwithstanding clause 13.2, the Client shall be entitled to terminate the Contract on the expiry of the Minimum Term or Additional Term (as appropriate) provided written notice is provided to Alcumus no later than three (3) months prior to the expiration of the Minimum Term or Additional Term (as appropriate).
- 13.4 If the Client terminates the Contract during the Minimum Term or Additional Term (as appropriate) other than in accordance with the provisions of this clause 13, the full balance of the Charges in respect of the current Term shall be payable in their entirety.
- 13.5 Either party may terminate the Contract forthwith by notice to the other party without liability to such party if:
- 13.5.1 the other party is in material breach of the Contract which breach is not capable of remedy or, if capable of remedy, is not remedied within 14 days of notification of the breach and requiring its remedy;
 - 13.5.2 the other party has had a trustee, receiver, administrative receiver or similar official appointed over a material part of its business or assets; or an order has been made or a resolution passed for the other party's winding up (otherwise than for the purpose of a bona fide scheme of arrangement or solvent amalgamation or reconstruction) or an administration order has been made; or a proposal has been made in respect of the other party for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or for any other composition scheme of arrangement with (or assignment for the benefit of) its creditors; or the other party ceases to trade or is unable to pay its debts as and when they fall due; or any other analogous event occurs in any other jurisdiction;
 - 13.5.3 the other party ceases or threatens to cease trading; or
 - 13.5.4 the other party fails to make any payment in accordance with the terms of the Contract.
- 13.6 Upon termination of the Contract howsoever occurring:
- 13.6.1 the Client's right to access and/or use the Systems shall cease immediately;
 - 13.6.2 the Client shall return or dispose of any of Alcumus' Confidential Information and all copies thereof in accordance with Alcumus' instructions; and
 - 13.6.3 the Client shall remain liable to pay Alcumus any Charges outstanding and for any Services already performed prior to the date of termination.

13.7 Termination of the Contract for any reason shall be without prejudice to any rights of either party which may have accrued up to the date of termination.

13.8 Clauses 7, 8, 9, 10, 11, 13.6 and 13.7 shall survive termination.

14 MISCELLANEOUS

- 14.1 The Contract contains the entire understanding between the parties in connection with the matters herein contained and supersedes any previous agreements, statements or undertakings (whether written, oral or implied) relating to the subject matter of the Contract. The parties acknowledge that in entering into the Contract, neither has relied on any oral or written representation or undertaking by the other except as expressly incorporated in the Contract. Nothing in this clause 14.1 shall exclude any liability in respect of misrepresentations made fraudulently.
- 14.2 A waiver by either party of any right under the Contract, or of any failure to perform or breach hereof by either party shall not constitute or be deemed to be a waiver of any other or future right hereunder or of any other failure to perform or breach hereof by the other party, whether of a similar or dissimilar nature.
- 14.3 No variation of the Contract shall be valid unless it is in writing and signed by or on behalf of a duly authorised representative of each of the parties.
- 14.4 For the purposes of the Contract, Alcumus shall be an independent contractor, and neither Alcumus nor its sub-contractors nor its directors or employees nor any one of them, shall be deemed to be an employee or agent of or a partner with the Client.
- 14.5 The Client shall not assign the Contract in whole or in part without the prior approval of Alcumus (such approval not to be unreasonably withheld or delayed). Alcumus shall be entitled to assign the Contract in whole or in part at any time without consent.
- 14.6 A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 14.7 Both parties shall comply, and shall ensure that each of their subcontractors, agents and personnel comply, with any relevant and applicable anti-bribery and corruption laws, regulations and/or directives related to the provision and receipt of the Services.
- 14.8 The Client warrants and represents to Alcumus that it complies with the Bribery Act 2010 and that it has not and shall not, in connection with the Services contemplated by the Contract or in connection with any other business transactions involving Alcumus, make, promise or offer to make any payment or transfer of anything of value, directly or indirectly: (i) to any government official (as defined below) or to an intermediary for payment to any government official, or (ii) to any political party for the purpose of influencing any act or decision of such official or securing an improper advantage to assist Alcumus in obtaining or retaining business. It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business. "Government official" is defined as any employee or officer of a government of a country, including any regional or local department, company or business owned or controlled by such government, any official of a political party, any official or employee of a public international organisation, any person acting in an official capacity for, or on behalf of, such entities, and any candidate for political office. Failure by the Client to comply with this clause 14.8 shall constitute a material breach of the Contract.
- 14.9 The Client agrees that it shall not at any time during the Term or for 6 months thereafter, without the prior written consent of Alcumus, directly or indirectly solicit, induce or entice away from Alcumus or employ, engage or appoint in any way cause to be employed, engaged or appointed any employee, agent or sub-contractor of Alcumus to perform services substantially similar to the Services.
- 14.10 Any notice under the Contract must be given in writing to the addresses set out in the Proposal and if no address is given, the registered office of such party. Any such notices shall be effective if delivered by recorded delivery (delivery deemed to have taken place at the date and time recorded).
- 14.11 Notice of the Client's termination of the Contract in accordance with clause 13 shall be given by the Client in accordance with clause 14.10.
- 14.12 Each provision of the Contract is severable and distinct from the others, and if any provision is or at any time becomes to any extent or in any circumstances invalid, illegal or unenforceable for any reason,

it shall to that extent or in those circumstances be deemed not to form part of the Contract, but the validity, legality and enforceability of all other provision of the Contract shall not otherwise be affected or impaired, it being the parties intention that every provision of the Contract shall be and remain valid and enforceable to the fullest extent permitted by law.

- 14.13 Alcumus reserves the right to undertake a credit reference check on the Client via a third-party supplier and may share details of the Client's payment performance with such third-party supplier. This may impact the Client's credit score if it does not make payment within the agreed payment terms set out in this Contract.
- 14.14 In performing its obligations under the Contract, each party shall procure (and shall procure that each member of its Group) complies with the terms of the Modern Slavery Act 2015.
- 14.15 The Contract, including any non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of England and Wales, and, subject to clause 14.16 the parties hereby submit to the exclusive jurisdiction of the English and Welsh courts.
- 14.16 Dispute Resolution.
- 14.16.1 If any dispute arises in connection with the Contract, a director or other senior representative of each party with authority to settle the dispute shall, within fourteen (14) days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.
 - 14.16.2 If the dispute is not wholly resolved at that meeting, the parties shall attempt to settle it in accordance with the CEDR Model Mediation Procedure ("CEDR"). Within fourteen (14) days of notice of the dispute, the mediator shall be nominated by CEDR. To initiate mediation a party must give notice ("ADR Notice") to the other party requesting mediation and send a copy of the ADR Notice to CEDR. Unless otherwise agreed, the mediation shall start not later than twenty-eight (28) days after the date of the ADR Notice.
 - 14.16.3 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings.

Annex 1 - Description of Processing

Subject matter of the processing	The processing of personal data to the extent necessary for the provision of the Services.
Duration of the processing	The term of the Contract and thereafter in accordance with Alcumus' data retention policy.
Nature of the processing	The processing of personal data to the extent necessary for the provision of the Services by Alcumus. This includes responding to Client HR, employment law and health and safety queries, updating Client documentation and preparing Client correspondence.
Purpose of the processing	The processing of personal data to the extent necessary for the provision of the Services.
Personal data types	Client employee data (including but not limited to) names, contact addresses, email addresses, contact telephone numbers, national insurance numbers, bank details and payroll information, date of birth, ethnicity, absence details, disciplinary and grievance records, health information and medical reports, criminal conviction records. The extent of personal data shall depend on the nature of the specific queries and the scope of personal data that the Client chooses to share with Alcumus or stores on HR Guard (if applicable).
Categories of data subjects	Client's employees and Client's customers.
Obligations and rights of the controller	As set out in this Contract.
<u>Appointed Sub-Processors</u>	The following sub-processors may process Client Personal Data in accordance with this Contract: Rackspace Limited Enable International Limited Experian Limited helpIT Systems Limited Richard Hall & Partners Fusion Occupational Health Limited Valentine Occupational Health Limited Towergate Insurance Brokers, part of Towergate Underwriting Group Limited Markel Legal Expenses Insurance is a trading name of Markel International Insurance Company Limited DocuSign Inc. Evalu-8 Software Limited