AULCUS PMS LIMITED REGISTERED NO. 02603010 (referred to as “AULCUS”) TERMS AND CONDITIONS OF CONTRACT

1 DEFINITION AND INTERPRETATION
1.1 “Additional Term” means the additional twelve (12) monthly periods 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 the Contract.
1.2 “Ancillary Contract” means the booking form used by the Client to book Training Services.
1.3 “Approved User” means a member of the Group which is free from any legal restrictions and immediately close to the location at which the 
Client correspondence or elsewhere implied or by trade custom or practice or course of dealing. 
No additional consideration or prior agreement is required for the Client to agree to the Services provided to the Client upon the request as set out in the Ancillary Contract.
1.4 “Term” means the Minimum Term plus any Additional Term.
1.5 The Proposal constitutes an offer by Alcumus to the Client to provide Services in accordance with these Conditions.
1.6 The Proposal shall be deemed accepted upon the Client’s signature of the Proposal or Alcumus commencing the Services (whichever is earlier), at which date the Contract shall come into effect and the Client shall be liable for the Charges for the Services provided by Alcumus to the Client from time to time.
1.7 Wherever in the Contract provision is made for a contract to be “written” or “in writing” includes email.
1.8 References to any statutes or statutory regulations shall be deemed to include any subsequent statutory enactments thereof.
1.9 The Proposal constitutes an offer by Alcumus to the Client to provide Services in accordance with these Conditions.
1.10 A Proposal shall be deemed accepted upon the Client’s signature of the Proposal or Alcumus commencing the Services (whichever is earlier), at which date the Contract shall come into effect and the Client shall be liable for the Charges for the Services provided by Alcumus to the Client from time to time.
1.11 Alcumus shall be entitled to exercise any of the rights granted to it and perform any of the obligations set out in the Contract 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, and shall incorporate, use and deliver the Services as specified in the Proposal.
2.2 The Client 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 the Services Charges applicable for the changed Services.
3 TRAINING COURSES
3.1 Training Services may be provided to the Client from time to time during the Term as part of the Training Services described in the Proposal.
3.2 If a Training Course is to commence within 12 weeks of the Commencement Date or if the Client cancels their attendance at a Training Course, Alcumus reserves the right to charge the Cost of the Training Course in addition to any other remedy available to Alcumus.
3.3 If the Client cannot attend a Training Course, Alcumus reserves the right to take another course booking within 12 weeks of the Commencement Date of the Training Course or, if the Client cancels their attendance at a Training Course, Alcumus reserves the right to charge the Cost of the Training Course in addition to any other remedy available to Alcumus.
3.4 If the Client fails to make payment due by the due date for the Charges for the Services by the due date for the Charges, the Client shall pay interest together with the overdue amount.
3.5 Time for payment shall be of the essence.
3.6 If the Client cancels a Training Course within 12 weeks of the course date, or fails to attend a Training Course, Alcumus reserves the right to charge the Cost of the Training Course to the Client (at the prevailing rate). Time for payment shall be of the essence.
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Data Protection

Economic Area ("EEA")

"Data Protection Laws" means all applicable data protection and privacy legislation in force anywhere in the EEA, including (without limitation) the privacy of electronic communications;

"Document" means any document, report, softcopy, softcopy listing or database of processed 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 from time to time. 

"IP" means any form of intellectual property rights, including (without limitation) any patent, copyright, design right, registered design right, database right, trade mark, trade name, know-how and any other form of intellectual property rights, and any equivalent or corresponding rights or forms of protection which may now or in the future exist anywhere in the world.

"IP owner" means any entity or person who is the proprietor of IP.

"Person" means a natural person.

"Processor" means a natural person, legal person, public body, authority or any other body whose activities are subject to the direct control of the Client, with respect to the Personal Data processed by or on behalf of the Client.

"Processor's" means a natural person, legal person, public body, authority or any other body whose activities are subject to the direct control of the Client, with respect to the Personal Data processed by the Processor.

"Service" means the provision of the Services and all associated services and products.

"Service Level Agreement" means the Service Level Agreement to be entered into by the parties from time to time.

"Sub-contractor" means any third party that provides services on behalf of Alcumus under this contract or to whom Alcumus transfers all or part of the Services or any of the Documents.

"Sub-processors" means any third party (other than a sub-contractor) that processes Personal Data on behalf of Alcumus under this contract or to whom Alcumus transfers all or part of the Services or any of the Documents.

"System" means a computer software program or application, or a component of a computer software program or application, that is provided to the Client, owned or operated by Alcumus and/or Alcumus's Sub-contractor(s) for the purpose of performing the Services.

"Sub-processors" means any third party (other than a sub-contractor) that processes Personal Data on behalf of Alcumus under this contract or to whom Alcumus transfers all or part of the Services or any of the Documents.

"System" means a computer software program or application, or a component of a computer software program or application, that is provided to the Client, owned or operated by Alcumus and/or Alcumus's Sub-contractor(s) for the purpose of performing the Services.

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Data Protection

Subject to clause 9.2.10, a Data Subject's rights in accordance with the Data Protection Laws shall be ensured by Alcumus and its Sub-contractors and/or Sub-processors in their processing of the Services. 

By the execution of this contract, Alcumus as Data Controller shall appoint the Client as Data Subject for the sole purpose of receiving the Services for the duration of the Term.

1.1 The Client acknowledges that Alcumus (and any sub-processor) is acting as a processor for the purposes of the Data Protection Laws in relation to any Client Personal Data to which it processes in accordance with this contract.

The Client shall ensure that it keeps an up to date list of all Authorised Users with access to the Systems at all times.

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 which is required to be performed.

In the event the Client or any of its Authorised Users use any of the Systems, any other Materials or Services, any other Deliverables (including any Authorised Users) or any access to any Systems for which it retains title at any time (including but not limited upon termination in accordance with clause 11.2.5)

Client shall be entitled to use the Systems for the sole purpose of receiving the Services for the duration of the Term.

The Client hereby grants the Client a royalty-free, non-exclusive and irrevocable licence to copy and use any Training Material or Documents provided by the Client for any reasonable purposes related to the Services.

The Client hereby agrees to indemnify Alcumus and its Sub-contractors and Sub-processors from and against all losses, costs, damages, claims, costs, losses, damages or proceedings whatsoever and however arising directly or indirectly from or in connection with any breach of this clause 8 by Alcumus.

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 Client's written instructions from time to time) and the Client is responsible for ensuring that any such use complies with the Data Protection Laws.

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10. At the time of any default, the Client shall not be entitled to recover any of the costs or damages that the Client may have suffered or any one of them, shall be deemed to be an assignment of all the rights and remedies that the Client may have accrued up to the date of termination.

11. The Client hereby acknowledges and agrees that the liabilities referred to in clause 10.1 and 10.2 are, if not express or actual, reflected in the level of the Charges and the insurance cover carried. The Client acknowledges and agrees that no unequivocal and substantial failure by the Client to perform any of its obligations under this Contract shall be deemed to be an assignment of all the rights and remedies that the Client may have accrued up to the date of termination.

12. Save as required by law and save as may otherwise be set out in the Contract, Alcumus disclaims and the Client agrees to indemnify and hold harmless Alcumus and its officers, directors, employees and agents from and against all costs, claims, demands, losses, damages, liabilities, and expenses (including but not limited to reasonable legal fees and expenses) in connection with or arising out of any action or proceeding brought by the Client against Alcumus for any reason whatsoever, whether or not the Client is in any event entitled to indemnification.

13. Alcumus reserves the right to terminate the Contract forthwith by notice to the Client if the Client chooses to share any Confidential Information or any of the Personal Data of the Client in accordance with clause 11.

14. The Client hereby undertakes to negotiate in good faith with Alcumus concerning the termination of the Contract and to agree with Alcumus concerning the termination of the Contract.

15. The parties agree to use their best efforts to resolve any dispute arising under or in connection with the Contract, in accordance with the CEDR Mediation Procedure. If any dispute arises in connection with the Contract, the Client shall procure that each party to the dispute shall be nominated by CEDR. To initiate mediation, a party must give notice ("ADR Notice") to the other party requesting mediation and sending a copy of the ADR Notice to CEDR. Unless otherwise agreed, the mediation shall start not later than 28 days after the date of the ADR Notice.

16. The commencement of mediation shall not preclude the parties commencing or continuing court proceedings.