

1 DEFINITION AND INTERPRETATION

1.1 In the Contract:

- "**Additional Term**" means the additional 12 monthly periods for which the Contract shall be automatically extended following completion of the Initial Term, unless terminated in accordance with clause 11.
- "**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 as set out in the Proposal or Proposal Acceptance including without limitation fees, expenses and other costs.
- "**Client**" means the party who purchases or agrees to purchase the Services identified in the Proposal Acceptance.
- "**Commencement Date**" has the meaning given to it in clause 1.5.
- "**Conditions**" means these terms and conditions of contract as amended by the parties from time to time.
- "**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, the Proposal Acceptance, and any Special Conditions.
- "**Contractor**" means a service contractor used by or proposed to be used by the Client in respect of whom Alcumus will seek to provide accreditation services under a separate 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.
- "**Initial Term**" means the minimum term of contract commencing on the Commencement Date, as set out in the Proposal Acceptance.
- "**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.
- "**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.
- "**Proposal Acceptance**" means the Client's acceptance of the Proposal upon the Client's signature of the proposal acceptance slip attached to the Proposal.
- "**Purchase Order**" means the order placed by the Client setting out its request for Services.
- "**Services**" means the services as set out in the Proposal or Proposal Acceptance including the Systems.
- "**Special Conditions**" means any special conditions agreed between Alcumus and the Client set out in the Proposal Acceptance.
- "**Systems**" means such on-line systems or portals as may be provided by Alcumus as part of the Services in accordance with the Contract.
- "**Term**" means the Initial Term plus any Additional Terms.
- "**Working Day**" means Monday to Friday (inclusive) excluding bank holidays and other days when clearing banks are not open for business in England and Wales.
- 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 Acceptance or the date on which Alcumus commences provision of 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 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 the Purchase Order or other 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.
- 1.8 All the provisions of the Contract between Alcumus and the Client are contained in or referred to in the Proposal, Proposal Acceptance, these Conditions and (where applicable) the Special Conditions. In no circumstances will 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 terms and conditions does not imply acceptance of those terms and conditions.
- 1.9 In the event of any conflict between any terms contained in the Proposal, Special Conditions, Proposal Acceptance and these Conditions the following order of precedence shall apply to the extent of any inconsistency only:
1.9.1 the Special Conditions;
1.9.2 Proposal Acceptance;
1.9.3 Proposal; and
1.9.4 these Conditions.

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 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 CHARGES AND PAYMENT

- 3.1 The Charges for the Services shall be those agreed and set out in the Proposal. 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 Proposal Acceptance) 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.
- 3.2 Alcumus reserves the right to carry out an annual review of the Charges and will notify the Client of any resulting changes to the Charges at least 3 months prior to implementation. For the avoidance of doubt, this clause 3.2 applies to Charges paid by the Client only, and Alcumus reserves the right to increase any charges paid by a Contractor(s) under a separate contract.

- 3.3 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.

- 3.4 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 3.1 or 3.3, the Client shall pay interest on the overdue amount at the rate of 5% 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.

- 3.5 If the Client requires Alcumus to carry out any additional services not specified in the Proposal or Proposal Acceptance, Alcumus shall be entitled to make additional charges for such services.

- 3.6 All payments to be made by the Client under the Contract will be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.

4 THE CLIENT'S OBLIGATIONS

4.1 The Client will:

- 4.1.1 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;
- 4.1.2 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;
- 4.1.3 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 in respect of any third party intellectual property infringement or defamation claims;
- 4.1.4 be solely responsible for maintaining back-up and disaster recovery procedures and all other information the Client supplies to Alcumus from time to time;
- 4.1.5 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 provided; and
- 4.1.6 perform its obligations in the Contract in a competent, prompt and diligent manner.

- 4.2 The Client hereby acknowledges that the provision by Alcumus of the Services in accordance with the Contract will not absolve the Client from any obligation, including any statutory obligation, to which it may from time to time be subject.

- 4.3 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.

- 4.4 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.

- 4.5 The Client accepts that Alcumus shall be entitled to announce (either verbally or in writing) for marketing purposes only that it has undertaken the Services for the Client, provided that Alcumus first obtains the Client's written consent.

- 4.6 In the event that the Client fails to notify Alcumus of any problem or concern within five (5) Working Days of Alcumus carrying out the Services then the Client will be deemed to have accepted the same.

- 4.7 If Alcumus is providing Systems in accordance with the Contract, the Client shall and shall procure that any Authorised Users:

- 4.7.1 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; and

- 4.7.2 supply to Alcumus a list of its Authorised Users; maintain an up to date version of the list of 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 provided by Alcumus.

- 4.8 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 individual Authorised Users no longer require access to the Systems.

- 4.9 In respect of the Client's use and any Authorised User's use of any relevant Systems, the Client shall comply with generally accepted principles of internet usage and ensure that:

- 4.9.1 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; and

- 4.9.2 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;

- 4.9.3 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.

- 4.10 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.

- 4.11 Alcumus does not guarantee that access to the Systems will be uninterrupted, or that the Systems will be 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.

- 4.12 Alcumus does not provide any guarantee as to the accuracy of the materials and content included on the Systems from time to time, and is under no obligation to ensure such materials are up to date.

5 RESERVATION OF TITLE

- 5.1 Title to the Systems shall remain vested in Alcumus at all times.

- 5.2 Alcumus shall be entitled to remove access to any Systems at any time (including but not limited upon termination of the Contract).

6 DATA PROTECTION

6.1 In this clause 6:

- 6.1.1 'personal data', 'data controller', 'data processor', 'data subject' and 'process' or 'processing' each have the same meaning as used in the Data Protection Laws;

- 6.1.2 "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 Annex 1;

- 6.1.3 "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.
- 6.2 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 6.
- 6.3 The parties have agreed that the description of the processing is as set out in Annex 1.
- 6.4 Alcumus shall:
- 6.4.1 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;
- 6.4.2 process Client Personal Data other than in accordance with clause 6.4.1 only if required to do so by law, in which case Alcumus shall inform the Client of the relevant legal requirement before processing (unless that legal requirement prohibits such information being provided to the Client on the grounds of public interest);
- 6.4.3 ensure that access to the Client Personal Data is strictly limited to persons 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 and are subject to contractual or statutory obligations of confidentiality;
- 6.4.4 keep appropriate records of all processing activity carried out by Alcumus in accordance with this Contract;
- 6.4.5 implement appropriate technical and organisational measures to protect the Client Personal Data (ensuring in each case a level of security appropriate to the risk) against unauthorised or unlawful processing or accidental loss or damage;
- 6.4.6 not transfer the Client Personal Data to countries outside the European Economic Area ("EEA") without Client's prior written authorisation;
- 6.4.7 assist the Client in meeting the Client's obligations regarding the exercise of data subjects' rights in accordance with the Data Protection Laws;
- 6.4.8 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;
- 6.4.9 not permit any processing of the Client Personal Data by any agent, sub-contractor, supplier 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, terms equivalent to this clause 6 are included in a written contract between Alcumus and any sub-processor engaged in the processing of Client Personal Data;
- 6.4.10 on termination of this Contract, at the Client's option either return to the Client all Client Personal Data and copies of it or, at the Client's written request, destroy the Client Personal Data; and
- 6.4.11 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 6 and permit the Client and its representatives to inspect and audit that Alcumus (and any sub-processor) is complying with this clause 6. Alcumus shall notify the Client as soon as is reasonably practicable if Alcumus reasonably believes an instruction from the Client in accordance with clause 6.4.11 breaches (or could cause either party to breach) the Data Protection Laws.
- 6.5 Without prejudice to clause 6.4.9, the Client acknowledges that the signing of this Contract acts as authorisation (as required by clause 6.4.9) for the appointment of the sub-processors set out in Annex 1.
- 6.6 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.
- 6.7 Subject to clause 8, 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 6 by Alcumus.
- 6.8 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 6 by the Client.
- 7 INTELLECTUAL PROPERTY**
- 7.1 Alcumus shall retain all IP relating to the Services and in any and all Documents, Systems, any other systems, methods, material and items created by or on behalf of Alcumus whether specifically for the purposes of the Contract or otherwise.
- 7.2 If a third party owns any Systems, or part thereof, such third party shall (if applicable) retain all IP relating to the Systems.
- 7.3 Alcumus hereby grants the Client a royalty-free, non-exclusive and revocable licence to use the Systems for the sole purpose of receiving the Services for the duration of the Term.
- 7.4 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.
- 7.5 The Client hereby grants Alcumus a royalty-free, non-exclusive and irrevocable licence to copy and use any Documents provided by the Client for all reasonable purposes related to the Services.
- 7.6 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.
- 7.7 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 Client to Alcumus under the Contract.
- 7.8 The Client shall not be entitled to rely on the content of the Documents, assessments or any other deliverables or information provided by Alcumus during the Contract outside of the Term of the Contract 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 and any other information provided to the Client other than during the Term.
- 7.9 For the avoidance of doubt, the Client shall not be entitled to sell, derive any commercial benefit or otherwise provide the benefit of Documents, assessments or other information and/or deliverables provided by Alcumus to the Client or via the Systems to any third party.
- 7.10 In the event that there is an actual, alleged or threatened breach of any third party's intellectual property 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.
- 8 LIMITATION OF LIABILITY AND REMEDIES**
- 8.1 **Subject to clause 8.3 and notwithstanding clause 8.2, Alcumus' maximum total liability under or arising out of or in connection with the Contract will not exceed the sum which is the lesser of £50,000 (fifty thousand pounds) or 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.**
- 8.2 **Subject to clause 8.3, Alcumus will not 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; (viii) 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 in the case of emergencies; or (x) any consequential or indirect loss. The Client is strongly advised to insure against all such potential loss, damage, expense or liability.**
- 8.3 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.
- 8.4 The Client hereby acknowledges and agrees that the limitations of liability referred to in clause 8.1 and 8.2 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.
- 8.5 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.
- 8.6 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 then 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 8).
- 9 CONFIDENTIAL INFORMATION**
- 9.1 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.
- 9.2 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.
- 10 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.
- 11 SUMMARY TERMINATION**
- 11.1 The Contract shall remain in force for the Initial Term and thereafter shall continue automatically for further Additional Terms, unless terminated in accordance with the provisions of this clause 11.
- 11.2 The Client may terminate the Contract (or part thereof) without cause by providing 3 months' written notice, such notice to expire no earlier than the date of expiry of the Initial Term. For the avoidance of doubt, the Client shall not be entitled to reimbursement of any Charges paid in advance where the Contract is terminated in accordance with this clause 11.2.
- 11.3 Either party may terminate the Contract forthwith by notice to the other party without liability to such party if:
- 11.3.1 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; or
- 11.3.2 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;
- 11.3.3 the other party ceases or threatens to cease trading; or
- 11.3.4 the other party fails to make any payment in accordance with the terms of the Contract.
- 11.4 Upon termination of the Contract howsoever occurring:
- 11.4.1 the Client's right to access and/or use the Systems shall cease immediately;
- 11.4.2 the Client shall return or dispose of any of Alcumus' Confidential Information and all copies thereof in accordance with Alcumus' instructions; and
- 11.4.3 the Client shall remain liable to pay Alcumus any Charges outstanding and for any Services already performed prior to the date of termination.
- 11.5 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.
- 11.6 Clauses 5, 6.2, 7, 8, 9, 11.4 and 12 shall survive termination.
- 12 MISCELLANEOUS**
- 12.1 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 will exclude any liability in respect of misrepresentations made fraudulently.
- 12.2 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, whether of a similar or dissimilar nature.
- 12.3 No variation of the Contract shall be valid unless it is in writing, documented and signed by or on behalf of a duly authorised representative of each of the parties.
- 12.4 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.
- 12.5 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.
- 12.6 A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 12.7 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.
- 12.8 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 shall constitute a material breach of the Contract.

- 12.9 The Client agrees that it will 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.
- 12.10 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).
- 12.11 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.

12.12 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.

12.13 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 the parties hereby submit to the exclusive jurisdiction of the English and Welsh courts.

Annex 1 – Description of Processing Activity

Subject matter of the processing	Processing of personal data to the extent necessary for the provision of the Services.
Duration of the processing	The term of the Contract.
Nature of the processing	Processing of personal data to the extent necessary in the provision of the Services. This involves using the name and contact details of employees of the Client to organise and provide the Services and to provide access to the Systems.
Purpose of the processing	The processing of personal data to the extent necessary in the provision of the Services.
Personal data types	Client employee data and Contractor data (including but not limited to) names, addresses, telephone numbers.
Categories of data subjects	Client employees and Contractors.
Obligations and rights of the controller	As set out in this Contract.
Subprocessors	Amazon Web Services Inc (cloud hosting), Clear Stream Technology Limited (managed data centre), Arnia (software development partner), Rackspace Limited (cloud hosting)