

ALCUMUS SAFECONTRACTOR LIMITED (TRADING AS 'SAFECONTRACTOR') REGISTERED NO. 07618138 (REFERRED TO AS "ALCUMUS")
TERMS AND CONDITIONS OF CONTRACT

1 DEFINITION AND INTERPRETATION

1.1 In the Contract:

- "**Accreditation**" means the status provided to the Contractor where they have been assessed by Alcumus and have satisfactorily met the required Accreditation Standards. "**Accreditation Date**" has the meaning given to it in clause 5.10.
- "**Accreditation Logo**" means the seal of approval logo owned by Alcumus which is provided to Accredited Contractors to prove their Accreditation including the SafeContractor scheme sticker, membership card and accreditation certificate.
- "**Accreditation Standards**" means the assessment criteria that must be achieved by the Contractor in order to receive Accreditation (which for the avoidance of doubt are based on UK standards).
- "**Accredited Member**" means a Contractor that is a current Member that has achieved and maintained Accreditation.
- "**Additional Term**" means the additional 12 monthly periods for which the Contract may be extended in accordance with clause 7.1.
- "**Application**" means an application for assessment submitted by the Contractor to be awarded the Accreditation.
- "**Approved List**" means a Client's approved list of Accredited Members from time to time.
- "**Authorised User**" means an individual whom the Contractor 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 by Alcumus from time to time, including without limitation fees, expenses and other costs.
- "**Client**" means a client who has signed up to receive the benefit of the SafeContractor Scheme.
- "**Contractor**" means the party who purchases or agrees to purchase the Services.
- "**Contractor Portal**" means the portal that the Contractor is given access to in order to be able to access the Systems to receive the Services.
- "**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 in accordance with clause 16.3.
- "**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 Contractor for the provision of the Services comprising these Conditions and any Special Conditions.
- "**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 one year commencing on the Commencement Date.
- "**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.
- "**Member**" means a Contractor who has achieved and maintained Membership Status.
- "**Membership Status**" means the status provided to the Contractor once they have paid the Charges for the relevant year of the Term and joined the SafeContractor Scheme.
- "**Premises**" means the Contractor's premises at which the Services may be provided (if any).
- "**SafeContractor Scheme**" means the SafeContractor compliance scheme for contractors.
- "**Services**" means the provision of the assessments for Accreditation and ongoing inclusion on the Approved List(s) and in the SafeContractor Scheme, including the provision of the Systems.
- "**Services Package**" means the package of Services (by reference to service level) as set out in Appendix 1.
- "**Special Conditions**" means any special conditions agreed between Alcumus and the Contractor set out as an appendix to these Conditions.
- "**Systems**" means such on-line systems or portals as may be provided by Alcumus as part of the Services in accordance with the Contract including the Contractor Portal, or such other systems notified by Alcumus from time to time.
- "**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 Contractor will submit an order for the Services by submitting its application for Membership Status and paying the Charges to Alcumus. This shall constitute the Contractor's offer to purchase the Services in accordance with these Conditions.
- 1.5 The Contractor's offer to purchase the Services shall be accepted by Alcumus upon Alcumus sending the Contractor an email confirmation that the Contractor has successfully paid the Charges and subsequently received Membership Status, the membership registration date, at which date the Contract shall come into existence ("**Commencement Date**").
- 1.6 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 Contractor and shall prevail over any terms or conditions contained in or referred to in any purchase order or other Contractor 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.
- 1.7 All the provisions of the Contract between Alcumus and the Contractor are contained in or referred to in these Conditions and (where applicable) the Special Conditions. In no circumstances will any conditions of purchase submitted at any time by the Contractor 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.
- 1.8 In the event of any conflict between any terms contained in the Special Conditions and these Conditions, the Special Conditions shall prevail to the extent of any inconsistency only.
- 2 SERVICES
- 2.1 During the Term, Alcumus shall supply the Services to the Contractor 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 Contractor 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 due on the Commencement Date, and every anniversary of the Commencement Date thereafter during the Term. The Contractor shall pay the Charges specified in any invoice within 30 days of the date of such invoice (unless otherwise stated in the relevant invoice) 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 Contractor 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 at any time, and will notify the Contractor of any resulting changes to the Charges at least 30 days prior to implementation.
- 3.3 Notwithstanding any other terms of the Contract, Alcumus may withhold or suspend the provision of the Services (including for the avoidance of doubt the Contractor's Accreditation), in addition to any other remedy available to Alcumus, without terminating the Contract if the Contractor has failed to pay Alcumus' invoices in accordance with the Contract.
- 3.4 If the Contractor 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 Contractor shall pay interest on the overdue amount at the rate of 8% 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 Contractor shall pay the interest together with the overdue amount.
- 3.5 If the Contractor requires Alcumus to carry out any additional services or increase the Services Package that the Contractor is receiving at any time throughout the Term, Alcumus shall be entitled to make additional charges for such services or additional items. This shall include but shall not be limited to provision of additional copies of certificates, additional stickers, changes to the listed work activities covered by the Accreditation (where a reassessment is necessary), upgrade fees, and/or additional membership cards.
- 3.6 All payments to be made by the Contractor 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.
- 3.7 All Charges paid in accordance with the Contract are non-refundable. For the avoidance of doubt, this includes where the Contract is terminated in accordance with clause 15, or if Accreditation is suspended or withdrawn for any reason in accordance with clause 8.1, or whether or not the Contractor is successful in obtaining Accreditation.

4 THE CONTRACTOR'S OBLIGATIONS

- 4.1 The Contractor 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 Contractor'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 (whether as part of the Application or otherwise), 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 or defamation claims;
- 4.1.4 be solely responsible for maintaining back-up and disaster recovery procedures in respect of the information the Contractor 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;
- 4.1.6 perform its obligations in the Contract in a competent, prompt and diligent manner;
- 4.1.7 not use any Alcumus or Accreditation Logo without the prior written consent of Alcumus or in breach of the obligations set out in clause 6.4; and
- 4.1.8 not do anything to bring the reputation of Alcumus or the SafeContractor Scheme into disrepute.
- 4.2 The Contractor hereby acknowledges that the provision by Alcumus of the Services in accordance with the Contract will not absolve the Contractor from any obligation, including any statutory obligation relating to health and safety or otherwise, to which it may from time to time be subject and does not mean that the Contractor is compliant with all relevant legislation (whether in the UK or other country of origin).
- 4.3 The Contractor acknowledges that Alcumus provides the Services in reliance on information and data provided by the Contractor. The Contractor is responsible entirely for the accuracy, relevance and completeness of all information provided in any form. All Accreditation assessments completed by Alcumus are based on the Contractor 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 Services based on information provided by the Contractor under the Contract.
- 4.4 The Contractor 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 Contractor, 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 Contractor 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 Contractor.
- 4.6 In the event that the Contractor fails to notify Alcumus of any problem or concern within five (5) Working Days of Alcumus carrying out the Services then the Contractor will be deemed to have accepted the same.
- 4.7 If Alcumus is providing Systems in accordance with the Contract, the Contractor 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 Contractor shall ensure that it keeps an up to date list of all Authorised Users with access to the Systems at any given time. The Contractor 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 Contractor shall immediately inform Alcumus when individual Authorised Users no longer require access to the Systems.
- 4.9 In respect of the Contractor's use and any Authorised User's use of any relevant Systems, the Contractor 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 Contractor 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 and where the need arises, suspend or close the Contractor's access to the Systems.
- 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 ACCREDITATION APPLICATION PROCESS**
- 5.1 On payment of the Charges, the Contractor shall achieve Membership Status and shall be entitled to all SafeContractor membership benefits. At the time of payment of the Charges, the Contractor shall specify which Services Package it intends to purchase (which for the avoidance of doubt shall be one of the following options: (i) the Premier Package; (ii) the Assisted Package; (iii) the Express Package; or (iv) the Standard Package. Further detail regarding the Services Packages is set out in Appendix 1.
- 5.2 Once the Contractor has Membership Status, the Contractor shall submit an Application for Accreditation by completing the health and safety assessment questionnaire and submitting this and all necessary supporting documentation to Alcumus [via the Systems, by email or in hard copy format].
- 5.3 Once the Application is received by Alcumus it is then assessed by experienced professionals against the Accreditation Standards in accordance with the timescales set out in the relevant Services Package. At any time during the Application, the Contractor may upgrade to a different Services Package by paying the appropriate Charges to Alcumus.
- 5.4 Subject to the Contractor remaining a Member (by ensuring payment of the Charges when due), the assessment process remains active until the Application is deemed either: (i) successful and Accreditation is awarded; or (ii) complete and Accreditation has been rejected.
- 5.5 All information submitted as part of an Application must be in English. Alcumus reserves the right to reject any information submitted in another language.
- 5.6 The purpose of the assessment process is to determine the organisational capability of the Contractor and not that of any third party consultant. It is acknowledged that where health and safety expertise is not available to the Contractor internally, external advice may be sought however, this advice must be assimilated into the Contractor's business operations. Alcumus reserves the right to refuse an Application submitted by a third party consultant, which may result in the Contractor being removed from the SafeContractor Scheme and losing its Membership Status.
- 5.7 The assessment process is intended to encourage and support the Contractor throughout, however, this is subject to any specific response timescales relating to the SafeContractor Scheme as set out in the Services Packages.
- 5.8 Where an Application is unsuccessful, feedback is provided to the Contractor identifying areas of non-conformance, together with recommendations of actions required to achieve Accreditation. There is no right of appeal against rejection of an Application.
- 5.9 The Accreditation Standards are set by Alcumus' technical accreditation team in conjunction with external specialists and Clients (where deemed appropriate). A full technical review is undertaken every six months, and Alcumus reserves the right to amend the Accreditation Standards at any time to ensure that the Accreditation Standards remain appropriate, continue to meet legislative and industry best practice requirements, and reflect Client needs.
- 5.10 On renewal of any Accreditation, the Contractor will be assessed against the then current Accreditation Standards.
- 5.11 Accreditation is awarded on the date that the assessor is satisfied that the Accreditation Standards have been met ("Accreditation Date"). Accreditation is valid for a 12 month period from the Accreditation Date, subject to clause 8.1 and the Contractor remaining a Member (by ensuring payment of the Charges when due).
- 5.12 It remains the Contractor's responsibility to ensure ongoing compliance with the Accreditation Standards throughout the period of Accreditation, and Alcumus reserves the right to undertake ongoing or spot check compliance monitoring. Failure to ensure ongoing compliance may result in the Accreditation being removed.
- 5.13 Alcumus reserves the right to reassess the Contractor at any time during the period of Accreditation.
- 5.14 Alcumus reserves the right to undertake a financial assessment of the Contractor to ascertain financial stability. As part of this financial assessment, Alcumus shall undertake a credit reference check via a third party supplier. The credit reference check shall allow Alcumus to obtain the following information:
- 5.14.1 public data on the Contractor's personal credit behaviour;
- 5.14.2 information on the conduct of the Contractor's personal credit accounts;
- 5.14.3 information on the financial stability and credit worthiness of the Contractor, and any credit reference check made on behalf of Alcumus shall place an enquiry search on the personal credit files of any director/owner of the Contractor that has been searched. These enquiry searches shall not be visible to other organisations if there is a third party credit search against the Contractor or the relevant director/owner of the Contractor in the future. In accepting these Conditions, the Contractor authorises Alcumus to undertake the financial assessment and credit reference check outlined above
- 5.15 The Contractor warrants to Alcumus that:
- 5.15.1 all information and supporting documents provided to Alcumus (whether during the application process or otherwise) are true, complete and accurate;
- 5.15.2 all information that is material to the Accreditation has been provided;
- 5.15.3 all information is provided with the full authority and consent of the Contractor (or relevant employee(s), where applicable), and Alcumus shall not be liable to the Contractor or any third party reliant on any information supplied by the Contractor which proves to be incorrect or fraudulent or in breach of the above warranties.
- 6 ACCREDITATION**
- 6.1 Inclusion onto the Approved List is at the sole discretion of Alcumus and is dependent on, but not exclusively, achievement of the Accreditation Standards.
- 6.2 Inclusion onto the Approved List does not in any way constitute or guarantee tenders or offers of work.
- 6.3 Access to the Systems is controlled and secured by individual passwords and Alcumus reserves the right to withdraw this access at any time.
- 6.4 The Contractor shall only be entitled to use the Accreditation Logo during any period that it is an Accredited Member. If at any point the Accreditation or Membership Status expires or is withdrawn, the Contractor shall immediately cease to use the Accreditation Logo. The Contractor's failure to comply with the Accreditation Logo usage rules, or falsely passing itself off as holding Accreditation, may result in legal action.
- 6.5 Alcumus reserves the right to amend the categories of work listed on the Systems from time to time at its discretion. Reasonable attempts will be made to inform the Contractor of such changes together with details of any changes that will be required to ensure that the Accreditation is maintained or reobtained as a result of such changes.
- 6.6 The Contractor shall promptly notify Alcumus of any information that may impact its Application or Accreditation, including but not limited to:
- 6.6.1 details of any enforcement action, including statutory notices, informal written notices and prosecutions;
- 6.6.2 any civil action associated with health and safety incidences;
- 6.6.3 major accidents;
- 6.6.4 any significant new work activities undertaken;
- 6.6.5 changes to insurance policies including withdrawals, cancellations or avoidance (and in respect of professional indemnity insurance, the Contractor shall advise Alcumus immediately of any changes in the number of claims that can be made against the policy or changes in excesses);
- 6.6.6 any complaints about health and safety performance; and
- 6.6.7 any act or occurrence or information which the Contractor, acting reasonably, believes may impact their Membership Status, Application and/or Accreditation; and
- 6.6.8 any breach of clause 8.1.
- 6.7 Alcumus reserves the right to modify, adjust, suspend or cancel an Accreditation (without refund) upon receipt of additional relevant information (from any source) that may be seen to affect the Accreditation.
- 6.8 Access onto a specific Approved List is at the sole discretion of the Client, and at the Client's request, Alcumus has the discretion to perform any of the following functions:
- 6.8.1 refuse the Contractor access to an Approved List;
- 6.8.2 suspend the Contractor's access to an Approved List;
- 6.8.3 remove the Contractor from an Approved List;
- 6.8.4 limit the total number of contractors on an Approved List;
- 6.8.5 limit the number of work categories on an Approved List;
- 6.8.6 set specific criteria for inclusion on an Approved List; and/or
- 6.8.7 close any Approved List,
- and Alcumus shall not be under any obligation to inform the Contractor of the Client's decision to enforce any of the stipulations set out above.
- 7 ACCREDITATION RENEWALS**
- 7.1 Membership Status shall be renewable on an annual basis. The annual Membership renewal date shall be the date that is twelve (12) months after the Commencement Date. If payment of the Charges is not received by this date, Alcumus reserves the right to suspend visibility of the Contractor from the Systems, withdraw or suspend any Accreditation and/or right to use the Accreditation Logo, and cease to conduct any assessment activity until payment is received in full and cleared funds.
- 7.2 Accreditations shall be renewable on an annual basis and, subject to the Contractor maintaining its Membership Status in accordance with clause 7.1, and to the Contractor submitting all required documents to Alcumus, Alcumus will carry out an annual review twelve (12) months from the Accreditation Date, to ensure that the Contractor maintains compliance with the Accreditation Standards, and upon satisfactory reassessment, the Accreditation will be extended for a further twelve month period and a new certificate shall be issued to the Contractor. The annual review date of the Accreditation may not coincide with the annual renewal date of the Membership Status.
- 8 REMOVALS**
- 8.1 The Contractor's failure to comply with any of the following may result in the Contractor's removal or suspension from the SafeContractor Scheme:
- 8.1.1 maintain the same level of insurance as at the time of Accreditation or upgrade, and notify Alcumus of the same;
- 8.1.2 provide updated insurance documents to support an application for renewal;
- 8.1.3 respond or provide requested information within thirty days of being in "final status";
- 8.1.4 provide all information in clear and legible form, and in the English language;
- 8.1.5 pay all Charges on time;
- 8.1.6 ensure that falsified or fraudulent documentation or information is not provided as part of any Application;
- 8.1.7 comply with all relevant and applicable laws relating to the registration and Accreditation process; and/or
- 8.1.8 comply with all applicable legislation, not be found guilty of a criminal offence, and not carry out any act or omission which may bring Alcumus or the SafeContractor Scheme into disrepute.
- 8.2 Where the Contractor fails to achieve Accreditation, Alcumus may provide reasons for this together with any evidence to the Client.
- 8.3 Alcumus reserves the right to suspend or remove the Contractor from the SafeContractor Scheme, without refund, should it be deemed necessary to protect the SafeContractor Scheme, the Contractor or the Client.
- 8.4 Where the Contractor is suspended or removed from the SafeContractor Scheme, Alcumus reserves the right to state a time frame within which new Applications may not be submitted.
- 9 RESERVATION OF TITLE**
- 9.1 Title to the Systems shall remain vested in Alcumus at all times.
- 9.2 Alcumus shall be entitled to remove access to any Systems at any time (including but not limited upon termination of the Contract).
- 10 DATA PROTECTION**
- 10.1 In this clause 10:
- 10.1.1 'personal data', 'data controller', 'data processor', 'data subject' and 'process' or 'processing' each have the same meaning as used in the Data Protection Laws;
- 10.1.2 "Contractor Personal Data" means any and all personal data which is provided by or on behalf of the Contractor 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 Contractor is the data controller, as specifically identified in Appendix 2;
- 10.1.3 "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 the Contractor in any relevant jurisdiction.
- 10.2 The parties agree that, with respect to the parties' rights and obligations under this Contract and with respect to any Contractor Personal Data, the Contractor is the data controller and Alcumus is the data processor and that, in circumstances where Alcumus processes personal data on behalf of the Contractor, Alcumus in each case shall comply with the requirements of this clause 10.
- 10.3 The parties have agreed that the description of the processing is as set out in Appendix 2.
- 10.4 Alcumus shall:
- 10.4.1 only process any Contractor Personal Data for the purposes of providing the Services (and for no other purpose whatsoever) and only in accordance with the Contractor's written instructions from time to time;
- 10.4.2 process Contractor Personal Data other than in accordance with clause 10.4.1 only if required to do so by law, in which case Alcumus shall inform the Contractor of the relevant legal requirement before processing (unless that legal requirement prohibits such information being provided to the Contractor on the grounds of public interest);
- 10.4.3 ensure that access to the Contractor 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 Contractor Personal Data and are subject to contractual or statutory obligations of confidentiality;
- 10.4.4 keep appropriate records of all processing activity carried out by Alcumus in accordance with this Contract;

- 10.4.5 implement appropriate technical and organisational measures to protect the Contractor Personal Data (ensuring in each case a level of security appropriate to the risk) against unauthorised or unlawful processing or accidental loss or damage;
- 10.4.6 not transfer the Contractor Personal Data to countries outside the European Economic Area ("EEA") without Contractor's prior written authorisation;
- 10.4.7 assist the Contractor in meeting the Contractor's obligations regarding the exercise of data subjects' rights in accordance with the Data Protection Laws;
- 10.4.8 assist the Contractor in meeting the Contractor'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;
- 10.4.9 not permit any processing of the Contractor Personal Data by any agent, sub-contractor, supplier or other third party ("sub-processor") without the prior written authorisation of the Contractor in each case, and shall ensure in each case that prior to the sub-processor processing any Contractor Personal Data, terms equivalent to this clause 10 are included in a written contract between Alcumus and any sub-processor engaged in the processing of Contractor Personal Data;
- 10.4.10 on termination of this Contract, at the Contractor's option either return to the Contractor all Contractor Personal Data and copies of it or, at the Contractor's written request, destroy the Contractor Personal Data; and
- 10.4.11 at the reasonable request of the Contractor, make available to the Contractor all information necessary to demonstrate Alcumus' (and any sub-processor's) compliance with this clause 10 and permit the Contractor and its representatives to inspect and audit that Alcumus is complying with this clause 10. Alcumus shall notify the Contractor as soon as is reasonably practicable if Alcumus reasonably believes an instruction from the Contractor in accordance with clause 10.4.11 breaches (or could cause either party to breach) the Data Protection Laws.
- 10.5 Without prejudice to clause 10.4.9, the Contractor acknowledges that the signing of this Contract acts as authorisation (as required by clause 10.4.9) for the appointment of the sub-processors set out in Appendix 2.
- 10.6 The Contractor is solely responsible for establishing the lawful basis for the processing of Contractor 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.
- 10.7 Subject to clause 12, Alcumus shall indemnify and keep indemnified the Contractor in full and hold it harmless on demand from and against any claims, losses, costs, fines or damages suffered or incurred by the Contractor or for which the Contractor may become liable arising out of or in connection with any breach of this clause 10 by Alcumus.
- 10.8 The Contractor 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 10 by the Contractor.
- 11 INTELLECTUAL PROPERTY**
- 11.1 Alcumus shall retain all IP relating to the Services and in any and all Documents, the 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.
- 11.2 If a third party owns any Systems, or part thereof, such third party shall (if applicable) retain all IP relating to the Systems.
- 11.3 Alcumus hereby grants the Contractor 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.
- 11.4 Alcumus hereby grants the Contractor a royalty free, non-exclusive and revocable licence to use the Accreditation Logo for the duration that the Contractor is an Accredited Member during the Term.
- 11.5 The Contractor hereby acknowledges that Alcumus shall have no liability for any misuse by or on behalf of the Contractor, 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), the Accreditation Logo or any other deliverables generated during the provision of the Services.
- 11.6 The Contractor hereby grants Alcumus a royalty-free, non-exclusive and irrevocable licence to copy and use any Documents provided by the Contractor for all reasonable purposes related to the Services and to make such Documents available to the Client upon request by the Client (whether via the Systems or via other electronic or hard copy format).
- 11.7 The Contractor 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.
- 11.8 The Contractor 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 Contractor to Alcumus under the Contract.
- 11.9 The Contractor 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 Contractor other than during the Term.
- 11.10 For the avoidance of doubt, the Contractor 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 Contractor or via the Systems to any third party.
- 11.11 In the event that there is an actual, alleged or threatened breach of any third party's intellectual property rights arising out of the Contractor's use of the Systems, Alcumus may procure the right for the Contractor 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 Contractor's access to the Systems without any additional liability or obligation to pay liquidated damages or other additional costs to the Contractor.
- 12 LIMITATION OF LIABILITY AND REMEDIES**
- 12.1 **Subject to clause 12.3 and notwithstanding clause 12.2, Alcumus' maximum total liability under or arising out of or in connection with the Contract will not exceed the sum which is twice the total value of the Charges paid by the Contractor in the year during which the claim arose or such pro-rated amount should the claim arise in the first year of trading.**
- 12.2 **Subject to clause 12.3, 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 Contractor through reasonable conduct or by the Contractor taking reasonable precautions; (ix) loss due to the Systems' downtime for maintenance or in the case of emergencies; (x) any consequential or indirect loss; or (xi) any loss arising as a result of any breach by the Contractor of the warranties in clause 5.15. The Contractor is strongly advised to insure against all such potential loss, damage, expense or liability.**
- 12.3 Nothing in the Contract seeks to exclude or limit any liability of Alcumus for death or personal injury caused by its negligence or for its fraudulent misrepresentation.
- 12.4 The Contractor hereby acknowledges and agrees that the limitations of liability referred to in clause 12.1 and 12.2 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.
- 12.5 Save as required by law and save as may otherwise be set out in the Contract, Alcumus disclaims and the Contractor 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.
- 12.6 Save as required by law, the Contractor'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 Contractor'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 12).
- 13 CONFIDENTIAL INFORMATION**
- 13.1 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 Contractor 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.
- 13.2 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.
- 14 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.
- 15 SUMMARY TERMINATION**
- 15.1 The Contract shall remain in force for the Initial Term, and where extended in accordance with clause 7.1, shall continue for further Additional Terms, unless terminated in accordance with the provisions of this clause 15.
- 15.2 Alcumus may terminate the Contract (or part thereof) at any time by providing the Contractor with 30 days' written notice.
- 15.3 The Contractor shall be entitled to 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 Contractor shall not be entitled to reimbursement of any Charges paid in advance where the Contract is terminated in accordance with this clause 15 and all Charges paid are non-refundable.
- 15.4 Either party may terminate the Contract forthwith by notice to the other party without liability to such party if:
- 15.4.1 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
- 15.4.2 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;
- 15.4.3 the other party ceases or threatens to cease trading; or
- 15.4.4 the other party fails to make any payment in accordance with the terms of the Contract.
- 15.5 Alcumus may terminate the Contract immediately forthwith by notice to the Contractor without liability if the Contractor fails to comply with any of the obligations in clause 8.1.
- 15.6 Upon termination of the Contract howsoever occurring:
- 15.6.1 the Contractor's right to access and/or use the Systems shall cease immediately;
- 15.6.2 the Contractor's right to use the Accreditation Logo, if existing at the date of termination, shall cease immediately;
- 15.6.3 the Contractor shall return or dispose any of Alcumus' Confidential Information and all copies thereof in accordance with Alcumus' instructions;
- 15.6.4 the Contractor shall return to Alcumus the Accreditation Logo; and
- 15.6.5 the Contractor shall remain liable to pay Alcumus any Charges outstanding and for any Services already performed prior to the date of termination.
- 15.7 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.
- 15.8 Clauses 9, 10.2, 11, 12, 13, 15.6, 15.8 and 16 shall survive termination.
- 16 MISCELLANEOUS**
- 16.1 The Contract contains the entire understanding between the parties in connection with the matters herein contained and supercedes 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 16.1 will exclude any liability in respect of misrepresentations made fraudulently.
- 16.2 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.
- 16.3 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.
- 16.4 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 Contractor.
- 16.5 The Contractor 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.
- 16.6 A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 16.7 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.
- 16.8 The Contractor 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 Contractor to comply with this clause shall constitute a material breach of the Contract.

- 16.9 The Contractor 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.
- 16.10 Any notice under the Contract must be given in writing to the addresses specified by the parties from time to time, 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).
- 16.11 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.
- 16.12 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.
- 16.13 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.

APPENDIX 1 – SERVICE PACKAGES

Package name	Service description
Premier	The Premier Package is the ultimate in dedicated support, with a technical expert assigned to take a contractor through the accreditation process. This is the fastest and the most supported way to gain accreditation in the market. This package provides contact within one working day, and a response to the submitted health and safety assessment within two working days.
Assisted	The Assisted Package is ideal for contractors who would like dedicated personalised assistance through the accreditation process. This package will provide contact within five working days, and a response to the submitted health and safety assessment within another five working days.
Express	The Express Package is ideal for contractors who need a quick turn-around on accreditation. This package will provide contact within two working days, and a response to the submitted health and safety assessment within two working days.
Standard	The original and the best since 1999 this industry leading Standard Package provides support through the accreditation process for contractors familiar with health and safety requirements. This package will provide contact within seven working days and a response to the submitted health and safety assessment within twenty working days.

APPENDIX 2 – 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 Contractor 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	Contractor employee data (including but not limited to) names, addresses, telephone numbers, qualifications.
Categories of data subjects	Contractor employees.
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)