



PrivacySolved

Agreement between
Privacy and Information Compliance Solutions Limited (“PrivacySolved”)
and
[Client name]

1. Parties

THIS AGREEMENT is made between:

- 1.1 [insert registered Client name] (Company number [insert Company number], the registered office of which is at [insert registered Client address] (the "**Client**") and
- 1.2 Privacy and Information Compliance Solutions Limited (Company Number 08343939), the registered office of which is at 107 Cheapside, London, EC2V 6DN, United Kingdom ("**PrivacySolved**").

2. Provision of Services

- 2.1 The services (the "**Services**") to be provided by PrivacySolved are as described in Schedule 1 to this Agreement entitled "Service Specification, fees & expenses".

3. Term

- 3.1 This Agreement shall be effective from the date of the last signature and shall, unless terminated in accordance with Clause 15, continue in force until any date specified in Schedule 1 as the date upon which the provision of the Services shall cease (the "**End Date**") or completion of the Services, whichever is sooner.

4. Terms of Payment

- 4.1 The fees and expenses to be paid to PrivacySolved in respect of the provision of the Services are as detailed in Schedule 1, exclude any applicable VAT and are payable within 30 days from date of invoice. Each invoice should provide details of the Services provided by PrivacySolved and the amount of fees payable (plus any applicable VAT).
- 4.2 PrivacySolved shall invoice the Client the fees for its Services 30 days in advance. For the avoidance of doubt, where the Services include more than one meeting, facilitated event or training activity arranged for the exclusive benefit of the Client by PrivacySolved (the "Event(s)"), PrivacySolved shall invoice the Client the fees for its Services with respect to that Event 30 days in advance of each Event.
- 4.3 PrivacySolved shall invoice the Client the expenses in arrears. For the avoidance of doubt, where the Services include more than one Event, PrivacySolved shall invoice the Client the expenses with respect to that Event after each Event.
- 4.4 If the Client disputes an item invoiced, the Client shall, within ten (10) days after receipt of the invoice, notify PrivacySolved of the item in dispute, specifying the reason therefore, and payment of the undisputed balance of the invoice shall be effected as provided in Clause 4.1 above. In the event that there shall be any such dispute in the calculation of the fee due to PrivacySolved, either Party may refer the matter to an independent Chartered Accountant ("Expert") (acting as expert and not as arbitrator whose decision shall be final and binding upon the Parties) agreed upon by the Parties, or in default of agreement within twenty-one (21) days of the dispute arising, appointed by the President of the Institute of Chartered Accountants in England and Wales upon the application of either Party. PrivacySolved and the Client shall provide all such documents, materials and information as the Expert may request. The Expert shall act as an expert and not as an arbitrator and his decision shall be final and binding in the absence of manifest error. Any fees of the Expert in connection with his appointment shall be borne as the Expert shall determine.
- 4.5 Time for payment of any invoice shall be of the essence of this Agreement.
- 4.6 Without prejudice to any other right or remedy that it may have, if the Client fails to pay PrivacySolved on the due date, PrivacySolved may:

4.6.1 charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of National Westminster Bank, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Client shall pay the interest immediately on demand; and

4.6.2 suspend all Services until payment has been made in full.

5. Value Added Tax

5.1 VAT will be applied to any fees & expenses invoiced to the Client at the rate applicable at the invoice date, where applicable.

6. Special Skills or Knowledge

6.1 PrivacySolved shall use reasonable endeavours to perform the Services in a competent, diligent and timely manner.

6.2 PrivacySolved will use reasonable endeavours to ensure that the Services are performed by appropriately experienced, qualified and competent professional staff. Where specific senior personnel are detailed in Schedule 1 but such personnel become unable to deliver the Services, a substitute of equivalent expertise will be provided by PrivacySolved.

6.3 In the event that the Services are not performed in the manner anticipated in Schedule 1 or to any specific standard described in Schedule 1, the Client may request PrivacySolved to take reasonable measures to improve that aspect of the Services or to make arrangements for alternative performance of the Services.

6.4 It is expressly agreed that PrivacySolved is an independent contractor and shall have control of the manner of performance of the Services, subject to the overall direction of the Client. This Agreement shall not be construed as creating any relationship of master and servant, employment, agency or partnership of any form whatsoever and neither PrivacySolved nor its employees, agents or subcontractors shall be considered to be employees or servants or partners or agents of the Client and PrivacySolved shall not hold itself out as and shall ensure that its personnel do not hold themselves out as employees, servants, agents or partners of the Client.

7. Client Obligations

7.1 Client agrees to provide all necessary information and assistance required by PrivacySolved in order for it to deliver the Services.

7.2 The Client warrants that it will comply with all relevant legislation in respect of this Agreement including without limitation all health and safety laws, the Equality Act 2010 and all immigration laws. For the avoidance of doubt, the Client warrants that it will obtain and/or maintain all necessary licences and consents including but not limited to securing appropriate visas as necessary for any of its staff that may attend meetings convened by PrivacySolved as a result of or pursuant to this Agreement.

7.3 If the Services are to be performed outside PrivacySolved's premises, the Client shall:

7.3.1 be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from the relevant premises in accordance with all applicable laws, before and during the supply of the Services at those premises, and informing PrivacySolved of all of the Client's obligations and actions under this Clause 7.3.1;

7.3.2 inform PrivacySolved of all health and safety rules and regulations and any other reasonable security requirements that apply at the Client's premises.

7.4 In the event that performance of the Services is delayed or otherwise adversely affected by the failure of Client to meet its obligations under this Clause, PrivacySolved shall bear no responsibility for such delay or other consequence arising from the Client's failure to act.

8. Confidentiality

8.1 Each Party (a "**Receiving Party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by the other Party (the "**Disclosing Party**"), its employees, agents, consultants or subcontractors and any other confidential information concerning the Disclosing Party's business or its products which the Recipient Party may obtain (the "**Confidential Information**") and will not disclose such Confidential Information to any third party unless:

- 8.1.1 such information is known to the Receiving Party before disclosure by the Disclosing Party;
- 8.1.2 such information becomes public knowledge without fault on the part of the Receiving Party;
- 8.1.3 the disclosure of such information is made to the extent required by an applicable legal or regulatory obligation (provided that, in the case of a disclosure under the Freedom of Information Act 2000 (the "FOIA"), none of the exceptions to the FOIA applies to the information disclosed) or the order of any Court of competent jurisdiction, and the Party required to make that disclosure has informed the other, within a reasonable time after being required to make the disclosure, of the requirement to make the disclosure and the information required to be disclosed.;
- 8.1.4 such information is developed by or on behalf of the Receiving Party by any person(s) who have not had any direct or indirect access to, or use or knowledge of, the confidential information imparted by the Disclosing Party.

8.2 Each Party shall be responsible for ensuring that its officers, employees, contractors and agents comply with Clause 8.1.

8.3 A Receiving Party shall ensure that, promptly upon the expiration or prior termination of this Agreement, it returns and/or delivers to the Disclosing Party all Confidential Information, together with all copies thereof which is in its possession or under its control. Each Receiving Party shall permanently erase from its computer and other records any Confidential Information stored on computer or similar media, after a copy or the original thereof (as applicable) has been returned or delivered to the Disclosing Party.

8.4 This Clause 8 shall survive the termination or expiry of this Agreement for a period of five (5) years from such termination or expiry.

8.5 PrivacySolved may include the Client name and an indication of the general nature of the Services provided in its normal publicity materials. It will not go beyond this disclosure without the prior permission of the Client. The Client may at any time inform PrivacySolved that it wishes to have its name removed from PrivacySolved client lists or publicity material, and in that event PrivacySolved will ensure that any new materials produced do not include the Client name.

9. Limitation of Liability/Indemnity

9.1 Neither Party shall be liable to the other for any loss of profit, business interruption, loss of opportunity, anticipated savings or any other economic loss, or any consequential loss or damage of any kind, howsoever arising, whether in contract, tort or otherwise.

9.2 The aggregate total of any liability incurred by PrivacySolved under this Agreement shall be restricted to the total sum invoiced to the Client by PrivacySolved under Schedule 1 at any given time.

10. Insurance

10.1 PrivacySolved shall maintain the following levels of Employers Liability Insurance and Public Liability Insurance in respect of the performance of the Services.

Employer's Liability Insurance: not less than £5,000,000 for each and every event or occurrence.

Public Liability Insurance: not less than £2,000,000.

10.2 PrivacySolved shall also maintain appropriate and sufficient levels of Professional Indemnity Insurance in respect of the performance of the Services.

10.3 Evidence of the insurance cover under Clause 10.1 and 10.2 shall be made available to the Client on request.

10.4 The Client shall maintain the following levels of Employers Liability Insurance and Public Liability Insurance in respect of the performance of the Services.

Employer's Liability Insurance: not less than £5,000,000 for each and every event or occurrence.

Public Liability Insurance: not less than £2,000,000.

10.5 Evidence of the insurance cover under Clause 10.4 shall be made available to PrivacySolved on request.

11. Intellectual Property

11.1 For the purposes of this Agreement the following terms have the following meanings:

11.1.1 "**Intellectual Property (IP)**" means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;

11.1.2 "**Background IP**" means IP owned or controlled by either Party which does not directly arise as new "Foreground IP" as a result of this Agreement, but which is used or made available by either Party at its own discretion to the other to enable performance of the Services; and

11.1.3 "**Foreground IP**" means new and distinct IP created by either Party for the purposes of, or as a result of, performing the Services and where the legal rights in that IP are capable of being exercised independently from any Background IP.

11.2 All Background IP used in connection with the Services shall remain owned or controlled by the Party who introduced it.

11.3 Any adaptations, developments or modifications to a Party's Background IP which are not severable or legally distinguishable from the original Background IP will be deemed to form part of that Party's Background IP.

11.4 All Foreground IP shall be the property of the Party who creates it, unless transfer of any of the legal rights relating to such Foreground IP by the Party who creates it to the other Party is specifically agreed to in Schedule 1.

11.5 Each Party grants to the other a non-exclusive worldwide royalty free licence to use such of its Background IP and Foreground IP as may be agreed necessary for the performance of the Services for the duration of this Agreement. For the avoidance of doubt any licence granted pursuant to this Clause 11.5 shall terminate immediately upon the expiry or termination of this Agreement.

12. Health and Safety

12.1 PrivacySolved shall adopt good Health & Safety practices and procedures to all work conducted on premises operated by PrivacySolved. The Client shall ensure the Health & Safety of PrivacySolved's consultants, personnel and agents on all property that it controls or manages.

13. Alteration of Agreement

13.1 No alteration, moderation, amendment or addition to this Agreement shall be valid unless made in writing and signed by an authorised officer of each Party.

14. Cancellation and Postponement

14.1 Where the Services include meetings, facilitated events or training activities arranged for the exclusive benefit of the Client by PrivacySolved (the "Event(s)") and such Event is subsequently cancelled or postponed the following charges will apply:

14.1.1 **Cancellation by PrivacySolved** – PrivacySolved will return all monies actually received from the Client specifically in respect of that Event.

14.1.2 **Cancellation or postponement by Client** – the following cancellation charges are payable by the Client dependent on the period of notice provided to PrivacySolved:

- Less than 1 month before the date of the event: 100% of fee for that Event
- Less than 6 weeks before the date of the event: 75% of fee for that Event
- Less than 3 months before the date of the event: 50% of fee for that Event.
- Less than 6 months before the date of the event: 10% of fee for that Event
- More than 6 months before the date of the Event: only third party costs actually incurred by PrivacySolved in arranging the Event.

In the event that the fees detailed in Schedule 1 include a clearly identified discount offered to the Client for any reason, such discount shall not apply to any payments falling due by the Client under this Clause 14.1.

15. Termination of Agreement

15.1 This Agreement shall terminate automatically in accordance with Clause 3.

15.2 Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate this agreement without liability to the other immediately on giving written notice if:

15.2.1 the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach;

15.2.2 the other Party is declared bankrupt or makes a composition or arrangement with its creditors or a winding-up order of such Party is made (except for the purposes of reconstruction or amalgamation), or a provisional liquidator, receiver, administrator or manager of its business is appointed or a petition is presented for an administration order to be made;

15.3 Either Party may terminate this Agreement without cause by giving the other Party no less than 30 days' written notice, in which event the cancellation arrangements specified in Clause 14 shall apply so far as applicable. Other than the payment of any cancellation charges pursuant to Clause 14, neither Party shall be entitled to claim any further damages or remedies in respect of such termination.

15.4 All sums payable to PrivacySolved under this Agreement shall become due immediately on its termination, despite any other provision. This Clause 15.4 is without prejudice to any right to claim for interest under the law, or any such right under this Agreement.

16. Recruitment of Staff

16.1 During the continuance of this Agreement and for a period of 12 months (or lesser period if mutually agreed) thereafter neither Party shall knowingly solicit, procure, or attempt to solicit or procure the employment of or, (save for the purposes hereof) the provision of services by, any employee of the other Party without the prior consent in writing of that other Party.

17. Assignment

17.1 This Agreement is personal to the Parties and neither Party may assign any benefits or burden under this Agreement without the prior written agreement of the other Party, such Agreement not to be unreasonably withheld or delayed.

18. Severability

18.1 In the event that any term, condition or provision contained herein or in any Schedule hereto shall be determined to be invalid, unlawful or unenforceable to any extent, the same shall be severed from the body of this Agreement. The remainder of the Agreement shall continue to be valid and enforceable to the fullest extent permitted by law provided such severance does not affect the general terms, meaning or purposes of this Agreement.

19. Waiver

19.1 Failure or neglect by either Party to enforce at any time any of the provisions of this Agreement shall not be construed nor shall be deemed to be a waiver of that Party's rights under this Agreement nor in any way affect the validity of the whole or any part of this Agreement nor prejudice that Party's rights to take subsequent action.

20. Force Majeure

20.1 A Party, provided that it has complied with the provisions of Clause 20.3, shall not be in breach of this agreement, nor liable for any failure or delay in performance of any obligations under this Agreement (and, subject to Clause 20.4, the time for performance of the obligations shall be extended accordingly) arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("**Force Majeure Event**"), including but not limited to any of the following:

20.1.1 acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;

20.1.2 war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;

20.1.3 terrorist attack, civil war, civil commotion or riots;

20.1.4 nuclear, chemical or biological contamination, epidemics, pandemics or sonic boom;

- 20.1.5 voluntary or mandatory compliance with any law (including a failure to grant any licence or consent needed or any change in the law or interpretation of the law);
- 20.1.6 fire, explosion or accidental damage;
- 20.1.7 loss at sea;
- 20.1.8 adverse weather conditions;
- 20.1.9 collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
- 20.1.10 any labour dispute, including but not limited to strikes, industrial action or lockouts; and
- 20.1.11 interruption or failure of utility service, including but not limited to electric power, gas or water.
- 20.2 The corresponding obligations of the other party will be suspended to the same extent.
- 20.3 Any party that is subject to a Force Majeure Event shall not be in breach of this agreement provided that:
 - 20.3.1 it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
 - 20.3.2 it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
 - 20.3.3 it has used reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
- 20.4 If the Force Majeure Event prevails for a continuous period of more than one month either party may terminate this agreement with immediate effect by giving written notice to the other party. On the expiry of this notice period, this Agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

21. Taxes

- 21.1 Except for VAT added to the fees and expenses in accordance with Clause 5 which are payable by the Client, PrivacySolved shall be solely responsible for:
 - 21.1.1 the payment of all taxes, levies, duties, charges and contributions (and any interest or penalties or fines thereon) for which PrivacySolved is liable as imposed by any appropriate government authority whether of the United Kingdom or elsewhere, whether or not they are calculated by reference to the wages, salaries, benefits or expenses and other remuneration paid directly or indirectly to PrivacySolved or its personnel;
 - 21.1.2 the payment of all taxes, duties, levies, charges and contributions (and any interest or penalties or fines thereon) including but not limited to income, profits, corporation tax and taxes on capital gains, turnover, added value taxes, national insurance, contributions for which PrivacySolved is liable, now or hereafter levied or as imposed by any appropriate authority; and
 - 21.1.3 compliance with all statutory obligations to make deductions on account and remit the required amounts to any appropriate authority, including but not limited to income tax, PAYE, national insurance, employee taxes, charges, social security costs, levies, contributions whether or not they are measured by

the wages, salaries or other remuneration or benefits paid to PrivacySolved's personnel or to any other persons providing the Services in connection with this Agreement.

21.2 Notwithstanding the provisions of Clause 21.1, the Client shall be entitled to withhold or deduct any amounts from its payments to PrivacySolved to the extent that, in its reasonable opinion, it is required to do so by law but shall not otherwise make such withholding or deduction and PrivacySolved shall provide the Client with such information as may be necessary to enable the Client to comply with its legal requirements as aforesaid. For the avoidance of doubt, if the Client is required by law or regulation to make any deduction or withholding on account of tax or otherwise on any sum payable under or in connection with this Agreement, the amount payable to PrivacySolved by the Client will be increased by the amount of that deduction or withholding to ensure that the PrivacySolved receives a sum equal to the sum payable.

21.3 PrivacySolved shall defend, indemnify and hold harmless the Client from and against all levies, charges, contributions, claims, liabilities, demands and taxes of the type referred to in Clause 21.1, and any interest or penalty or fine thereon that may be assessed by any appropriate authority, on PrivacySolved or its personnel or the Client in connection with this Agreement, and from all costs (including legal costs) incurred in connection therewith.

22. Jurisdiction

22.1 This Agreement shall in all respects be construed and operate in conformity with English law and will be subject to the exclusive jurisdiction of the English courts.

23. Headings

23.1 The clause headings in the Agreement are inserted for ease of reference only and shall not affect the construction and interpretation of this Agreement.

24. Notices

24.1 Any notice shall be served in writing and must be sent by recorded delivery or registered mail or hand delivered to:

24.1.1 in the case of the Client, to the person as set out below and marked for the attention of:

[please provide name & postal address where notices should be sent]; and

24.1.2 in the case of PrivacySolved:

The Contract Manager
PrivacySolved
Privacy and Information Compliance Solutions Ltd
107 Cheapside
London EC2V 6DN

24.2 Any notice shall be deemed served:

24.2.1 when left at the proper address if delivered by hand during normal business hours, and a clear legible signature must be obtained.

24.2.2 48 hours after it is posted and in proving such service it shall be sufficient to prove that the notice was properly addressed, sent by recorded delivery or registered mail and put in the post with all required postage prepaid.

25. Entire Agreement

25.1 Each Party on behalf of itself acknowledges and agrees with the other Party that this Agreement constitutes the entire agreement and understanding between PrivacySolved and the Client and supersedes any previous agreement between them relating to the provision of the Services (which shall be deemed to have been terminated by mutual consent).

26. Third Party Rights

26.1 No provision of this Agreement is intended by the Parties to be construed as creating any right(s) enforceable by a third party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 (for the purposes of this Clause "the Act") or otherwise and all third party rights implied this Act or otherwise are, to the extent permissible by law and except as aforesaid, excluded from this Agreement.

Agreed on behalf of:

Privacy and Information Compliance Solutions Ltd ("PrivacySolved")

Signature:

Date:

Print Name:

Position:

[please provide Client name, authorised signatory and position of signatory]:

Signature:

Date:

Print Name:

Position:

Schedule 1 Service Specification, fees and expenses