

# Romano Security Consulting Ltd

# Terms and Conditions V3

These Terms and Conditions apply to all professional services provided by Romano Security Consulting Ltd, a company Incorporated under the Companies Act with registered number 11803829, and having its registered office at 18 Higher Lane, SK10 5AR, UK ("the Company"). Any organisation (“the Client”) that, wishing to benefit from the skills and abilities of the Company, chooses to accept an offer of services and has entered into an agreement (the “Agreement”) with the Company for such services is, in the absence of any mutually agreed alternative, deemed to have accepted these Terms and Conditions.

The General Terms (section A) below apply to all Agreements.

## A. GENERAL TERMS

### A.1 Engagement

1.1 The Client engages the Company and the Company shall act for the Client on the terms and conditions set out in these Terms and Conditions.

### A.2 Term

2.1 The Company’s performance of the work described in the Proposal (“the Project”) shall commence on the Agreed Start Date and shall continue (subject to the terms of this Agreement) until completion of the planned work (“Agreed Completion Date”). The Agreement comes into effect at the time and on the date that the final signature to the Agreement is provided. The Agreement is terminated once the Project has been completed and all related invoices have been settled.

### A.3 Duties

3.1 The duties of the Company shall be to complete the Project, which shall be carried out at the Client’s offices or remotely or at such other

location(s) as may be necessary for the effective performance of the duties.

## A.4 Fees

4.1 In consideration of the Duties, the Company shall invoice the Client as laid out in the Agreement, and the Client shall pay the Company the Agreed Fee in line with the Invoicing Schedule.

4.2 Any unpaid fees will attract interest at 8% above the base rate and the Client will be liable for any additional fees and costs that may be necessary to collect payment of the Agreed Fee.

4.3 Unless the Agreed Fee is stated as being inclusive of expenses, the Company shall be reimbursed in full by the Client in respect of all expenses properly and reasonably incurred by it in connection with the Project, subject to the production of such receipts as the Client may require, attached to an invoice for the whole amount of the expenses.

4.4 Standard consultancy payments terms are 14 days. For Superfast projects certain milestones are specified within proposals when payments are due and these payments are due on receipt of invoices.

4.5 The Company reserves the right to charge in full for booked consultant days where the Client cancels those consultant days with less than two business days' notice, and to charge 50% of the contracted rate where the day is cancelled between two and five days in advance.

In each case, the Company may waive the right to charge for a specific cancellation if the Company is able to deploy the Consultant's time with an alternative Client. The Company also reserves the right to charge (at cost) for any non-refundable expenses incurred in respect of travel and accommodation arrangements made in line with this agreement for any consultancy days that are cancelled, irrespective of the notice period. Cancellations in respect of training courses or other services are covered in the respective service-specific terms later in this Agreement.

4.6 Where the Agreed Fee in a multi-year agreement has been calculated on the basis of an unchanged scope of service from year to year, and the Client needs for any reason to increase the scope, then the Company will re-calculate the Agreed Fee on the basis of that increase in scope still taking into account the agreed multi-year discount. The Company will invoice the Client on the basis that the re-calculated fee is the new Agreed Fee and the Client will pay any invoices arising on the terms set out in this Agreement.

## A.5 Liability

5.1 The Company shall exercise all reasonable skill, care and attention in all matters and shall indemnify the Client from all costs, claims, liabilities and expenses (other than consequential losses) incurred in respect of the Company's performance (or non-performance) of the Duties, such indemnity to be limited in value to the level of fees incurred under this contract as stated in clause 4.1.

5.2 The Company shall accept no liability whatsoever in respect of any losses incurred by the Client in respect of the Company's performance under the Agreement and which arise in any way from circumstances beyond the Company's control ("force majeure" or "Acts of Nature").

5.3 The Client acknowledges that it is wholly and exclusively responsible for the security of all of its own information (including inter alia cardholder data, personally identifiable information, and commercially sensitive information) and that any advice, assessment or audit delivered by the Company does not include the Company accepting any liability of any sort, under any circumstances, for any such information.

## A.6 Non-solicitation

6.1 The Client and the Company hereby undertake to each other that for the period of 12 months following termination of the Agreement neither of them will either directly or by an agent or otherwise and whether for himself or for the benefit of any other person induce or endeavour to induce any officer or employee of the other to leave his or her employment or an associate or contractor of any sort to breach the terms of his or her contract with the Client or the Company as the case may be.

## A.7 Termination

7.1 The Client shall be entitled to terminate the Agreement with immediate effect and without any payment in lieu of notice by giving notice in writing to the Company if the Company commits any material or persistent breach of any of the terms or conditions of the Agreement or wilfully neglects or refuses to carry out any of the duties.

7.2 The Company shall be entitled to terminate this Agreement immediately if the Client fails to pay any sum due within 30 days of the date of submission of an invoice properly submitted in line with the terms of the Agreement.

7.3 Upon termination of the Agreement, the Company shall not represent itself as being engaged by or connected with the Client or any subsidiary company.

7.4 If, for any reason, the Client terminates the Agreement in advance of the Agreed Completion Date, the Client agrees to pay by way of early termination fee the difference between any discounted prices included in the Agreement and the Company's published list price for those products or services at the point they were delivered.

7.5 If, for any reason, the Company terminates the Agreement in advance of the Agreed Completion Date, the Company is required to give the Client 7 day's written notice of Termination. If, for any reason, the Client terminates the Agreement in advance of the Agreed Completion Date, the Client s required to give the Company 7 day's written notice of Termination. The Client agrees to pay for any consultancy time owed that have been delivered prior to termination date.

## A.8 Confidentiality

8.1 The Company will not either during the period of the Agreement (other than in the proper course of its duties and for the benefit of the Client) or after the Agreement has ended for any reason whatsoever:

(a) use, disclose or communicate to any person any Confidential Information which it will have come to know, or have received or obtained at any time (before or after the date of the Agreement) by reason of or in connection with the Agreement with the Client; or

(b) copy or reproduce in any form or by or on any media or device or allow others to copy or reproduce Confidential Information whether or not in documentary form ("Documents") containing or referring to Confidential Information.

8.2 The Client shall, and shall procure that all its directors, officers, employees, partners and associates shall keep secret and confidential at all times all information relating to the tools, processes and methods used by the Company in the course of the Project, and agrees that these tools, processes and methods are subject to the laws of copyright and are owned by or licenced to the Company, and that they may not be copied, shared, forwarded or in any way made available to any other party save during the period of the Agreement and for the express purposes of completion of the Project.

## A.9 Co-marketing and External Communications

9.1 The Company and the Client agree that, where both consider it appropriate, they will co-operate in relevant public relations and co-marketing activities where reasonably requested by the other. If so requested, the Company shall supply relevant marketing and promotional material to assist the Client in the preparation of relevant Client collateral, materials and electronic presentations. This may include the Company's logos, corporate and solutions content, and presentation materials and will be approved by the client prior to their usage.

9.2 The Company agrees to participate in relevant Client public relations and co-marketing activities where reasonably requested by Client.

9.3 The Client agrees that, after completion of the Project, it will support the Company in any reasonable and proportionate Company co-marketing activity.

## A.10 Notices

10.1 Any notice required or permitted to be given or served under the Agreement shall be in writing and may be served by either party by personal service or by post addressed to the other party's registered office for the time being.

10.2 Any such notice shall be deemed to have been served, if delivered, at the time of delivery; or, if posted, at the expiry of 48 hours after posting.

## A.11 Waivers and Remedies

11.1 The rights of each party under the Agreement may be exercised as often as necessary, and are cumulative and not exclusive of its rights under the general law.

11.2 No waiver of any of the provisions of the Agreement shall be effective unless it is expressly stated to be such in writing and signed by both parties.

11.3 Any delay in the exercise or non-exercise of any right is not a waiver of that right.

11.4 Any remedy or right conferred upon the parties for breach of the Agreement shall be in addition to and without prejudice to all other rights and remedies available to it.

## A.12 Independent Contractors

12.1 The Company and the Client are independent contractors and neither shall hold itself out to be, nor shall anything in the Agreement be construed to constitute either party as the agent, representative, employee, partner or joint venture of the other. Neither party may bind or obligate the other without the other party's prior written consent.

## A.13 Data Protection

13.1 The Company will only collect, copy or retain personally identifiable information ("PII") where it is relevant and necessary for analysis and reporting purposes in the context of a specific Client project, and is legally permissible.

13.2 The Company will protect PII in line with its obligations under the GDPR 2018.

13.3 The Company will not:

(a) Transfer any Client PII (or PII relating to customers of the Client) outside the EEA;

(b) Use any Client data (or data relating to customers of the Client) for marketing purposes.

## A.14 Severability

14.1 If any provision of the Agreement is held invalid, illegal or unenforceable in any jurisdiction, such provision shall be severed and the remainder of the provisions of the Agreement shall continue in full force and effect as if the Agreement had been executed with the illegal or unenforceable provision eliminated.

## A.15 Representations

15.1 The Company warrants and represents to the Client that it is under no obligation, covenant or restriction which would or might operate to prevent or restrict the Company from performing the obligations under the Agreement, or which may give rise to any conflict of interest between the Company and the Client or any subsidiary company of the Client.

## A.16 Entire Agreement

16.1 The Agreement (which for the avoidance of doubt includes the Agreement, these Terms and Conditions and any applicable service-specific terms and conditions) constitutes the entire understanding and agreement between the parties relating to the subject matter of the Agreement and supersedes any previous agreement between the parties.

## A.17 Governing Law and Jurisdiction

17.1 The Company operates within the provisions of the UK laws and regulations, and specifically the GDPR 2018, the Computer Misuse Act 1990 as modified by the Police and Justice Act 2006, and the Criminal Damages Act. The Agreement is governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the Courts of England. These terms are accepted by the Client's signature on the Agreement Acceptance Sheet and are binding on the Client as if these Terms and Conditions themselves had been signed.

## A.18 Deviations to Project Scope and Timelines

18.1 If the Client makes any deviations to the project scope or the scope of the consultancy work or project timelines or fails to provide adequate resources which result in a delay in the project and this then results in additional consultancy time required to complete the project then the Company reserves the right to charge for additional consultancy time to complete the additional work at our standard day rate of £750 per day. Scope deviations and delays made or caused by the Client may also result in adjustment of the project timelines to accommodate these deviations and the Company reserves the right to charge for any additional consultancy days required to accommodate changes in project timelines.

## A.19 Certification Success Guarantee

19.1 Where the objective of the Project is to prepare the Client for an independent, accredited certification audit of its standard(s)-based management system, the Company guarantees that, provided the Client has executed any business improvements identified by the Company, provides the required resources and follows the advice of the assigned consultant during the project as necessary, the Client will achieve certification and the Company undertakes to remedy or otherwise resolve at its own cost any major nonconformity raised at the initial certification audit conducted by an accredited certification body.

## A.20 eLearning Courses

20.1 We offer a 7 day refund policy on all our e learning courses that haven't been commenced by way of accessing our online members area portal.

20.2 eLearning course subscriptions are for a 12 month period.

20.3 eLearning login details are personal to you and must be kept confidential and secure. They must not be shared or made available to others.

20.4 The link to the training material should only be shared with the number of employees that you have purchased the training for. If you exceed the number of users then you will be prompted to buy additional user licenses. Failure to purchase additional user accounts will result in additional user accounts being suspended.

## A.21 ISO 27001 ISMS Documentation Toolkit Copyright Licence Agreement

21.1 This copyright license agreement (the "Agreement") is made between Romano Security Consulting Ltd, company number 11803829 registered in England with offices at 18 Higher Lane, Kerridge, Macclesfield, Cheshire SK10 5AR ("Romano Security Consulting"), and You (the individual or organization that purchased this ISO27001 FastTrack ISMS Documentation Toolkit, directly from Romano Security Consulting Ltd via our website or are provided the toolkit as part of a separate Superfast ISO 27001 contract.

21.2 Romano Security Consulting owns the copyright in all the content material (whether slide presentations, manuals, procedures, guidance notes, or information or any kind) contained within the ISO27001 ISMS Documentation Toolkit (the "Material") that you have purchased as part of a consultancy agreement or as a standalone product on our website, as well as in any upgrades or updates or any sort that may, from time to time, be made available to you.

21.3 Romano Security Consulting hereby grants you a non-exclusive, non-transferable, royalty-free and revocable license to reproduce and alter the Material for the purpose of developing and deploying an Information Security Management System ("ISMS") within a single organization. For the purposes of this clause, a single organization (the "Organization") is defined as the single organization (which, for the avoidance of doubt, may operate from multiple locations and/or in a number of geographic areas and/or legal jurisdictions) that is within the scope of a single ISMS that is documented through the use of the material.

21.4 This license does not include the right to deploy the Material in more than one ISMS and, where a single organization operates more than one ISMS, the Material is licensed for deployment in only one of them.

21.5 The license does not extend to any Romano Security Consulting trademarks that may be contained within the Material, all of which should be removed prior to deployment in your organization.

21.6 The license does not include copyright in any software or other computer program that may be incorporated in the Material and which are the property of other organizations.

21.7 The license does not include the right to reproduce, distribute or sell the Material, or any derivation of the Material of any sort, in any format outside the Organization.

21.8 The license does not extend to any other information, property or rights owned by Romano Security Consulting. Other than the Material, no license is granted to reproduce, distribute or sell any other of Romano Security Consulting's copyrighted materials.

21.9 It is understood that the Material will become part of your ISMS implementation, may be distributed and published as part of the development, deployment and maintenance of your ISMS, and that your ISMS may also contain information from other sources.

21.10 You may freely reproduce, amend, alter and distribute the Material within the Organization in both printed and electronically retrievable forms.

21.11 You agree to mark each reproduction of the Material, or any derivation of the Material, as follows: "This document contains material that is distributed under licence from Romano Security Consulting Ltd. No reproduction or distribution of this material is allowed outside of your organization without the permission of Romano Security Consulting Ltd".

21.12 You agree that you will not make the Material available to any other individual or organization that is external to the Organization and that you will promptly notify Romano Security Consulting of any infringements of this license or any unauthorized reproduction or distribution of the Material which may come to your attention. You acknowledge that any failure to comply with this clause will constitute a material breach of this Agreement. Nothing in this Agreement shall be interpreted as restricting or preventing you from enforcing your own copyrights.

21.13 You agree not to input the toolkit material content into any generative AI applications which would constitute a breach of this copyright and our intellectual property.

21.14 This Agreement and all rights and duties herein are personal to You and are not assignable (other than in the course of corporate re-organization), in whole or in part, without the prior written agreement of Romano Security Consulting.

21.15 This Agreement is the entire agreement between You and Romano Security Consulting and You agree that it will be subject to the laws of England and that any matter arising out of this agreement will be subject to the jurisdiction of the English courts only.