

SERVICES AGREEMENT BETWEEN

SIGNIS LIMITED

And

/Insert Customer Name/

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ARTICLES OF AGREEMENT

This Agreement is dated **DATE**

PARTIES:

Signis Limited, incorporated and registered in England and Wales with company number 08983010 whose registered office is at Unit 25 Bradmarsh Business Centre, Rotherham, South Yorkshire, United Kingdom, S60 1BY (hereinafter the "Contractor" including its successors in interest and permitted assigns).

AND

Insert Customer Details (hereinafter the "Customer" including its successors in interest and permitted assigns).

The Contractor and the Customer shall be collectively referred to as the "Parties" and individually as the "Party".

WHEREAS:

1. It is agreed between the Parties that the Customer has selected the Contractor to provide the Services and the Contractor has agreed and is willing to perform the Services in accordance with the terms and conditions as set forth in this Agreement. In exchange for the services, the Customer shall make payments to the Contractor, as provided for under this Agreement.
2. The Parties agree that the Agreement shall be inclusive of the 'Articles of the Agreement', 'Agreed Terms', 'Services Specification (Schedule 1)' and 'Charges and Payment (Schedule 2)', which together shall constitute the sole Agreement between the Parties for the performance of the services and shall be effective from the commencement date as reflected above.

3. The Parties agree that this Agreement embodies the entire Agreement between the Parties and supersedes any/all other understandings, oral and/or written, relating to the matters referred hereto.

IN WITNESS OF WHICH THE PARTIES HAVE SIGNED THIS AGREEMENT THE DAY AND YEAR FIRST BEFORE WRITTEN.

SIGNED for and on behalf of Signis Limited:

Signature:

Name:

Designation:

Date:

SIGNED for and on behalf of *Insert Customer Name and Details*

Signature:

Name:

Designation:

Date:

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

In this Agreement, unless the context otherwise requires, the following words and expressions have the following meanings:

- 1.1.1 Agreement – the agreement concluded between the Contractor and the Customer comprising the Articles of Agreement, Agreed Terms, Service Specification (Schedule 1) and Charges and Payment Schedule (Schedule 2) and Data Processing Schedule (Schedule 3).
- 1.1.2 Agreement Manager – person(s) duly appointed by the Contractor (subject to change from time to time) and notified in writing to the Customer to act as the representative of the Contractor for the purposes of the Agreement.
- 1.1.3 Authorised Officer(s) – person(s) duly appointed by the Customer (subject to change from time to time) and notified in writing to the Contractor to act as the representative of the Customer for the purposes of the Agreement.

- 1.1.4 Associated Company – any holding company from time to time of the Contractor and any subsidiary from time to time of the Contractor, or any subsidiary of any such holding company.
- 1.1.5 Best Industry Practice – the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the KPIs, the term, the pricing structure and any other relevant factors.
- 1.1.6 Charges – the charges as set out in the Charges and Payment Schedule attached to this Agreement at Schedule 2.
- 1.1.7 Charges and Payment Schedule – the plan setting out the Charges, detailed invoicing and payment arrangements under this Agreement as set out in Schedule 2.
- 1.1.8 Commencement Date – the date of this Agreement.
- 1.1.9 Conditions – the terms and conditions of this Agreement.
- 1.1.10 Confidential Information – means all confidential information (however recorded or preserved) disclosed by a party or its Representative(s) to the other party and that party's Representative(s) in connection with this Agreement, including but not limited to:
 - (a). any information that would be regarded as confidential by a reasonable business person relating to: (i). the business, affairs, customers, suppliers or plans of the disclosing party, and; (ii). the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
 - (b). any information developed by the Parties in the course of carrying out this Agreement;
 - (c). Personal Data;
 - (d). any Commercially Sensitive Information.
- 1.1.11 Contract Year – a period of __1__ year
- 1.1.12 Controller – as defined in the Data Protection Act.
- 1.1.13 Customer – the party for whom the Contractor is supplying the service.
- 1.1.14 Data Protection Act – the UK Data Protection Act 2018 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner. In relation to any personal data which is processed in the

performance of this Agreement, the EU Data Protection Directive 95/46/EC until 25 May 2018 and the General Data Protection Regulation (EU) 2016/79 (GDPR) on and from 25th May 2018, in each case together with all laws implementing or supplementing the same and any other applicable or equivalent data protection or privacy laws.

1.1.15 Data Subject – as defined in the Data Protection Act.

1.1.16 Default – any breach of the obligations of the relevant party (including abandonment of this agreement in breach of its terms, repudiatory breach, or breach of a fundamental term) or any other default, act, omission, negligence of statement:

- (a). in the case of the Customer, of its employees, servants, agents;
- (b). In the case of the Contractor, of its sub-contractors or any personnel;

in connection with or in relation to this Agreement and in respect of which party is liable to the other.

1.1.17 Dispute Resolution Procedure – as defined in clause 17.

1.1.18 EIR – Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

1.1.19 Extension Period – shall have the meaning given to it under sub-clause 3.2.

1.1.20 Financial Year – the year commencing on 1 April and finishing on 31 March in any year.

1.1.21 FOIA – the Freedom of Information Act 2000 and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

1.1.22 Force Majeure Event – any circumstance not within a party's reasonable control including without limitation:

- (a). acts of God, flood, drought, earthquake or other natural disasters;
- (b). epidemics or pandemics;
- (c). terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

- (d). any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- (e). collapse of buildings, fire, explosion or accident; and
- (f). any labour or trade dispute, strikes, industrial action or lockouts (excluding any labour or trade dispute, strike, industrial action or lockout confined to the Contractor's workforce or the workforce of any sub-contractor of the Contractor).

1.1.23 Health and Safety Rules - the health and safety policy of the Customer as provided to the Contractor on or before the Commencement Date and as subsequently provided to the Contractor from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety.

1.1.24 Initial Term - the period commencing on the Commencement Date and ending on **NUMBER** anniversary of the Commencement Date.

1.1.25 Intellectual Property Rights - patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world including any design rights as a result of modifications to the Procedures Manual (as defined in Schedule 1) whether or not made by the Contractor in order to carry out the Service.

1.1.26 Insurance - the policies of insurance which the Contractor is obliged to take out and maintain pursuant to Clause 11(Insurance and Indemnities).

- 1.1.27 Lead Consultant / Project Manager - person(s) duly appointed by the Contractor (subject to change from time to time) and notified in writing to the Customer to act as the representative of the Contractor for the purposes of the Agreement.
- 1.1.28 Party/Parties - the Contractor or the Customer or the Customer and the Contractor together as appropriate.
- 1.1.29 Personal Data - as defined in the Data Protection Act.
- 1.1.30 Processor - as defined in the Data Protection Act.
- 1.1.31 Procedures Manual - the procedures manual developed and maintained by the Contractor as a result of the Service.
- 1.1.32 Project Leader - person(s) duly appointed by the Customer (subject to change from time to time) and notified in writing to the Contractor to act as the representative of the Customer for the purposes of the Agreement.
- 1.1.33 Relevant Legislation - all Acts of Parliament and statutory regulations, instruments or orders and codes of practice issued pursuant thereto, and all applicable European Community legislation, as may be amended from time to time.
- 1.1.34 Service(s) - the services to be delivered by or on behalf of the Contractor, under this Agreement, as more specifically defined in Schedule 1.
- 1.1.35 Service Specification - the specification for the service set out at Schedule 1 of this Agreement specifying in detail the Services to be provided by the Contractor under this Agreement.
- 1.1.36 Staff - persons who, at the Commencement Date, and such others as may be employed from time to time, are working under the direction of the Contractor in connection with the provision of the Service. This will include agency staff, students and volunteers.
- 1.1.37 Sub-Contract - any contract or agreement, between the Contractor and a third party pursuant to which the third party agreed to supply to the Contractor the services or any part of the services.
- 1.1.38 Sub-Contractor - the third parties that enter into a Sub-Contract with the Contractor.
- 1.1.39 Term - the period of the Initial Term, as may be varied by:
 - (a) any Extension Period;
 - (b) the earlier termination of this Agreement in accordance with its terms;

- 1.1.40 Termination Date – the date of expiry or termination of this Agreement.
- 1.1.41 Termination Payment Default – in the event any undisputed charges are overdue for payment for a period of sixty (60) days or more, the Customer will have committed a Termination Payment Default.
- 1.1.42 Variation – any amendment or modification of the Agreement or Service Specification as agreed in writing between the Parties.
- 1.1.43 Material Breach – means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from; a substantial portion of this Agreement or any of the obligations as set out in this Agreement, over the term of the Agreement.

1.2 INTERPRETATION

- 1.2.1 Words importing the singular shall where appropriate include the plural and vice versa and words importing the masculine shall where appropriate include the feminine and vice versa.
- 1.2.2 The headings in this Agreement are for information only and do not form part of it or affect the construction of this Agreement
- 1.2.3 References to Staff of the Contractor will include references to all persons engaged, employed or appointed by the Contractor in the performance of the Service and if the context permits all staff of any Sub-Contractor of the Contractor.
- 1.2.4 All references to a statutory provision will be construed as including references to any statutory modification, consolidation, re-enactment whether before or after the Commencement Date of such statutory provision for the time being in force.
- 1.2.5 Any reference to a "month", "day" or "year" shall be to a calendar month, day or year respectively.
- 1.2.6 Except as otherwise expressly provided, the Agreement documents are to be taken as mutually explanatory of one another.
- 1.2.7 Where either Party requires the consent of the other Party to the Agreement, such consent shall not be unreasonably withheld, conditioned or delayed.

2. PURPOSE OF AGREEMENT

- 2.1 It is agreed between the Parties that the Contractor shall supply the Service(s) to the Customer from the Commencement Date or **(INSERT SERVICE COMMENCEMENT DATE)**

and for the duration of the Agreement, in accordance with the provisions of this Agreement, including without limitation, Schedules 1-5.

3. TERMS AND DURATION OF AGREEMENT

3.1 This Agreement shall take effect from the Commencement Date and shall continue for the duration of the Term.

3.2 The Parties agree that the Agreement shall automatically extend beyond the Initial Term for successive terms of one year each, (each such extension together with any such extensions, being the "Extension Period"), unless as otherwise agreed to between the Parties and duly notified in writing, by the Customer to the Contractor, at least three (03) months before the expiry of the Initial Term.

3.3 Any Variations to the Agreement will be agreed in writing and signed by the Parties.

4. PAYMENT

4.1 In consideration of the provision of Services by the Contractor, the Customer shall pay to the Contractor, the Charges in accordance with the terms and conditions of this Agreement and Schedule 2. All amounts due from the Customer to the Contractor, under this Agreement, shall be paid in full without any set-off, counterclaim, deduction or withholding (other than a deduction or withholding tax as required/mandated by law).

4.2 The Parties agree that unless otherwise stated in Schedule 2, the Charges:

(a). shall remain fixed during the Initial Term of the Agreement. However, the Contractor reserves the right to review and increase the Charges, during the Extension Period, in which case, any such increment shall be notified to the Customer at least one (01) month before the increment is due to take effect;

(b). the Charges stated are exclusive of VAT and/or any requisite license fee, royalty(ies), supplies and all consumables used by the Contractor, travel costs etc. which shall be added at the prevailing rate as applicable and paid by the Customer following delivery of a valid invoice.

4.3 The Contractor shall invoice the Customer for payment of the Charges at the time the Charges are expressed to be payable, in accordance with the Payment and Charges Schedule in Schedule 2.

4.4 The Customer shall pay the Contractor, any sums due under such invoice no later than a period of thirty (30) days from the date on which the Contractor issued the invoice. Without prejudice to any other rights of the Contractor, interest shall be payable on the late payment of any Charges properly invoiced under this agreement in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Additionally, the Contractor

reserves the right to suspend the Service, subject to thirty (30) days' notice, if overdue payment exceeds sixty (60) days, leading to a Termination Payment Default.

- 4.5 Where any Party disputes any sum to be paid by it, then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum, that remains unpaid shall be determined in accordance with Clause 14.
- 4.6 Subject to sub-clause 4.2(b) above, the Charges are stated exclusive of VAT which shall be added at the prevailing rate as applicable and paid by the Customer following delivery of a valid VAT invoice. The Customer shall indemnify the Contractor, against any liability (including any interest, penalties or costs) which is levied, demanded or assessed on the Contractor at any time during the Term of this Agreement, in respect of the Customer's failure to account for or pay the any VAT relating to the payments made to the Contractor under this Agreement.
- 4.7 The Parties agree that upon termination of this Agreement subject to clause 14, any sums due by the Customer, shall become due and payable to the Contractor with immediate effect.

5. INTEREST

- 5.1 The Parties agree that the pursuant to sub-clause 4.4 above, the Customer shall pay interest on overdue payments calculated as follows:
- (a). Rate: 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; OR
- (b). Period: From when the overdue sum became due, until it is paid.

6. THE CONTRACTOR'S OBLIGATIONS

- 6.1 The Contractor shall provide the Services during the Term of the Agreement in accordance with the Agreed Terms, the Service Specification in Schedule 1 and all Relevant Legislation, in a proper, skilful and professional manner, in accordance with the Best Industry Practice.
- 6.2 Should the Contractor require any further instructions or information for or in connection with the performance of the Service(s), the Contractor shall make a written application to the Authorised Officer. Any delay in the performance of the Service(s) by the Contractor as a result of the failure by the Authorised Officer to respond to such application in a timely manner, shall not be deemed to be the Contractor's default and the Contractor shall not be liable to the Customer for any loss, costs, expense or damages sustained or incurred by the Customer as a result of the same.

6.3 In the event of the Contractor is unable to provide the Service(s) or any part of it, the Contractor shall inform the Authorised Officer as soon as reasonably practicable giving details of the circumstances, reasons and likely duration. Nothing in this clause shall in any way alter, modify, relieve or in any other way, vary the Contractor's obligation to provide the Service(s), unless previously agreed in writing with the Customer.

6.4 Notwithstanding the provisions of sub-clause 6.3 above, the Parties agree that where

(a). the Contractor is required to make non-material variations to the Service(s) due to circumstances arising through no default of their own; or

(b). the delay arises as a result of the default of the Customer;

the Parties agree to adhere to the provisions of Clause 11, to agree/negotiate a mutually agreed way forward.

6.5 The Contractor shall appoint an Agreement Manager and shall notify the Customer in writing of his/her identity and contact details.

7. CUSTOMER'S OBLIGATIONS

7.1 The Customer shall:

(a). Co-operate with the Contractor in all matters relating to the provision of the Service(s) and shall appoint an Authorised Officer who shall have authority to contractually bind the Customer on matters relating to the Service(s);

(b). Provide, in a timely manner such materials and other information as the Contractor may require and shall ensure that it is accurate in all material respects;

(c). Inform the Contractor of all Health and Safety Rules and Regulations and any other reasonable security requirements that apply at the Customer's premises;

(d). Obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Service(s) and in the use of the Contractor's materials resulting from the Service(s).

(e). The Customer shall provide the Contractor (and/or its sub-contractors, if necessary), access to such parts of its premises as the Contractor reasonably requires for the purpose of providing the Service(s). The Contractor's right of access will terminate upon termination of this Agreement subject to sub-clause 7.1(f) below.

(f). Subject to the provisions of clause 14, in the event of expiry or termination of the Agreement, the Customer shall on reasonable notice, provide the Contractor with such

access as the Contractor reasonably requires to the its premises, to remove any of the Contractor' equipment (if applicable).

- 7.2 The Parties agree, that where the Customer fails to comply with its obligations under this Agreement and/or is found to be in Default of its obligations under this Agreement and as a result of the Customer's Default, the Contractor's performance of Service(s) is prevented, hindered or delayed, the Contractor shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such Default or delay.
- 7.3 The Customer shall be liable to pay to the Contractor, on demand, all reasonable costs, charges or losses sustained or incurred by the Contractor (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property) that arise directly or indirectly from the Customer's Default and/or any fraudulent activities, in the performance of any of its obligations under this Agreement.
- 7.4 The Customer shall not at any time from the date of this Agreement, for a period of twenty-four (24) months following termination of the Agreement, howsoever solicit or entice away from the Contractor or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the Contractor.

8. AUDIT

- 8.1 Subject to clause 8.2, during the Term and for a period of one (01) year after Termination, the Customer may conduct, at its own cost, an audit for the following purposes:
- (a). to review the Contractor's compliance with the DPA and the FOIA in accordance with Clause 20 and clause 25 (Freedom of Information) and any other legislation applicable to the Service(s);
 - (b). to review any records created during the provision of the Service(s);
 - (c). to review any books of account kept by the Contractor in connection with the provision of the Service(s);
- 8.2 Except where an audit is imposed on the Customer by a regulatory body, the Customer may not conduct an audit under this clause 8.
- 8.3 The Customer shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Service(s).
- 8.4 Subject to the Contractor's obligations of confidentiality, the Contractor shall on demand provide the Customer and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

(a). all information reasonably requested by the above persons within the permitted scope of the audit;

(b). reasonable access to any sites controlled by Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Service(s).

8.5 The Customer shall provide at least thirty (30) days' notice of its or, where possible, a regulatory body's, intention to conduct an audit.

8.6 If an audit identifies that the Contractor has failed to perform its obligations under this Agreement in any material manner, the Parties shall agree and implement a remedial plan.

9. MONITORING

9.1 The Contractor will appoint a Lead Consultant / Project Manager who will be available via email and telephone and virtual meeting platforms to coincide with the Procedures Manual maintenance update cycle, which provides the opportunity to monitor the service against contractual arrangements.

9.2 The Parties agree that where necessary, they shall cooperate to procure any of their sub-contractors to cooperate with the Parties in carrying out the monitoring referred to in sub-clause 9.1 above.

10. INSURANCE & INDEMNITIES

10.1 The Contractor shall, at the Commencement Date of this Agreement and throughout the Term of the Agreement, maintain the following minimum insurance arrangements:

(a). Employer's Liability (a minimum of £10 million in respect of any single occurrence or series of occurrences arising out of the same event) covering all employees;

(b). Public/products Liability (a minimum of £10 million in respect of any single occurrence or series of occurrences arising out of the same event);

(c). Professional Indemnity (a minimum of £3 million in respect of any one insurance year), where the Parties agree such insurance is appropriate.

10.2 The Contractor will supply to the Customer upon request, (where such request to be made only once in any twelve (12) month period), copies of all current and subsisting insurance policy certificates, cover notes, premium receipts and other documents necessary to show that the Contractor is complying with the above clauses.

10.3 The Customer herein confirms that all information provided to the Contractor, for the provision of the Service(s), is true and accurate in all respects and shall indemnify the Contractor in respect of any/all loss (es), damage(s) and expense(s) incurred by the

Contractor, as a result of any false and inaccurate information supplied by the Customer and utilised by the Contractor in the provision of the Service(s).

- 10.4 It is agreed between the Parties that in the event of any claim or dispute from a third-party, the Customer agrees to inform the Contractor, so as to assess and review the claim further.

11. AMENDMENTS/VARIATIONS

- 11.1 Any amendments or variations to the Agreement shall adhere to the following:
- (a). the modifications shall not alter the overall nature of the Service(s) or scope of the Agreement;
 - (b). no amendments shall be binding unless agreed in writing and signed by the duly Authorised Officer and Authorised Representative of the Contractor.
- 11.2 If the Contractor is unable to provide a variation to the Services or where the Parties are unable to agree a change to the price, the Parties may:
- (a). agree that they continue to perform their obligations under the Agreement without the variation or;
 - (b). terminate the agreement with immediate effect.
- 11.3 Where the Parties agree to variation(s), the Parties shall carry out such variation(s) and be bound by the same provisions, so far as is applicable, as though such variation was stated in the Agreement.
- 11.4 Notwithstanding any provision in this clause 11, the Contractor may decide in its absolute discretion acting reasonably, that it shall instead of processing a variation of the Agreement, proceed with termination, pursuant to sub-clause 14.3.1 (c).

12. POLICIES AND PROCEDURES

- 12.1 The Contractor will ensure that written policies and procedures are in place in respect of the following, and adequate monitoring arrangements are in place to ensure they are complied with:
- (a). Health and Safety;
 - (b). Complaints;
 - (c). Personnel Procedures and Policies;

(d). Recording of Accidents/Incidents;

(e). Financial Procedures;

12.2 The Contractor shall supply copies of the above-listed policies and any subsequent amendments to the policies and procedures, as applicable, to the Customer upon requests, however, such requests not to be made more than once in any twelve (12) month period, during the Term of the Agreement.

13. NO AGENCY, PARTNERSHIP OR EMPLOYMENT

13.1 Save as expressly provided in this Agreement or where the context otherwise requires neither Party will in any way whatsoever:

(a). be, act or hold itself out as an agent of the other Party; nor

(b). make any representations or give any warranties to third parties on behalf of or in respect of the other Party; nor

(c). bind or hold itself out as having authority or power to bind the other Party.

13.2 Nothing in this Agreement will create, or be deemed to create, a partnership or the relationship of employer and employee between the Parties.

14. TERMINATION

14.1 TERMINATION ON DEFAULT –

14.1.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

(a). the other party commits a Material Breach of its obligations under this agreement and (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so;

(b). the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.

14.1.2 The Contractor may also terminate this Agreement in accordance with Clause 33 and 25.

14.1.3 If the Agreement is terminated by the Contractor in accordance with clause 14.1.1, such termination shall be at no loss or cost to the Contractor and the Customer shall hereby indemnify the Contractor against any such losses or costs which the Contractor may suffer as a result of any such terminations.

14.1.4 Additionally, subject to sub-clause 4.4, the Contractor may also terminate this Agreement where the Customer commits a Termination Payment Default, by giving a thirty (30) days written notice to the Customer. In the event the Customer remedies the Termination Payment Default in the thirty (30) days written notice period, the Contractor's notice to terminate this Agreement shall be deemed to have been withdrawn.

14.2 TERMINATION ON NOTICE-

14.2.1 Without affecting any other rights or remedies available to it, either Party may also terminate the Agreement at any time, by giving three (03) months' written notice to the other. The Parties agree to co-operate with each other to ensure that the interests of the service users are met, during the period of notice.

14.2.2 Subject to sub-clause 14.2.1 above, where the Customer terminates the Agreement on notice, it is agreed between the Parties that the Contractor shall be entitled to recover from the Customer, the remaining sums/monies due against the full contractual period.

14.2.3 Termination of the Agreement in accordance with clause 14.2.1 above will have no effect upon the liability of either Party to comply with their respective rights and obligations under this Agreement prior to the date upon which termination takes effect.

14.3 TERMINATION EVENTS -

14.3.1 Without affecting any other rights or remedies available to it, the Contractor may terminate the Agreement with immediate effect, by giving a written notice to the Customer:

- (a). where the Customer is convicted of a criminal offence which the Contractor deems relevant to the performance of the Service(s);
- (b). where there is a risk or belief by the Contractor that reputational damage to the Contractor will occur as a result of continuing with the Agreement;
- (c). where the Agreement has been subjected to substantial variations which does not fall within any of the categories of variations as specified in Clause 11.1 and the Contractor elects to terminate the Agreement pursuant to sub-clause 11.3.
- (d). where the Customer fails, within ten (10) full working days after receipt of oral or written notice from the Contractor of a material and remediable breach of the Agreement, to

commence appropriate action to remedy the breach as soon as possible, and in any event remedy the breach within twenty (20) working days;

- (e). where the Customer becomes insolvent or makes a composition or arrangements with its creditors;
- (f). where the Customer commits any offence under the Bribery Act 2010 and in accordance with the provisions of Clause 25.

14.3.2 If the Agreement is terminated under Clause 14.3.1:

- (a). The Contractor will cease to be under any obligation to continue to perform the Service ;
- (b). the Customer shall immediately pay to the Contractor all of the Contractor's outstanding unpaid invoices and any interest due thereon, and in respect of any performance of the Service(s) which has been supplied but for which no invoice has been submitted, the Contractor may submit an invoice which shall be payable immediately on receipt; and
- (c). the Customer shall immediately return to the Contractor all confidential information and materials belonging to the Contractor.

15. CESSATION/ DISRUPTION OF THE SERVICE

- 15.1 The Parties agree that the Contractor shall inform the Authorised Officer as soon as reasonably practicable, of any or possible cessation, or significant disruption, to any part of the Service(s).
- 15.2 In the event that the Service(s) does not commence as scheduled, is disrupted or a member of Staff leaves, affecting the provision of the Service(s) or part of the Service, the Contractor shall immediately notify the Customer and agree on alternative arrangements for providing the Service(s). Failure to notify the Customer may lead to payments being suspended or delayed or repayable to the Customer (where payments have been made to the Contractor) save always where any delay or disruption arises as a result of the Customers default.

16. CONFIDENTIALITY

- 16.1 Each Party shall keep the other Party's Confidential Information confidential and shall not:
 - (a). Use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this Agreement or;

(b). disclose such Confidential Information in whole or in part to any third party, except as expressly permitted in this Clause 16.

16.2 The obligation to maintain confidentiality does not apply to any Confidential Information:

(a). that comes into the public domain or is subsequently disclosed to the public (other than through default on the part of either Party); or

(b). which a Party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law, including the FOIA or the EIRs;

(c). that was already in the possession of either Party (without restrictions as to its use) on the date of receipt;

(d). which the other party confirms in writing its not required to be treated as Confidential Information;

(e). which a Party can demonstrate was lawfully in its possession prior to receipt from the other Party.

16.3 The Customer shall not use the Contractor's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

16.4 The Customer herein acknowledges that all materials, equipment, specifications and data supplied by the Contractor to the Customer shall at all times be and shall remain the exclusive property of the Contractor and any such materials, equipment, specifications and or data held by the Customer shall be kept at the Customers own risk and maintained and kept in good condition until returned to the Contractor and shall not be disposed of or used other than in accordance with the terms of this Agreement or the Contractor's instructions.

16.5 The Contractor and the Customer shall not make any public statement or issue any press release or publish any other public document relating to, connected with or arising out of the Agreement or the matters contained therein without obtaining the Customer's or the Contractor's, as the case may be, prior approval as to the contents thereof and the manner of its presentation and publication except where it applies only to the Service(s) provided by the Contractor.

16.6 The provision of this Clause 16 shall survive for a period of 5 years from the Termination Date.

17. RESOLUTION OF DISPUTES

- 17.1 The Parties shall co-operate in good faith and will use their best endeavours to resolve by agreement, any dispute between them with respect to any matters relating to this Agreement.
- 17.2 If any dispute arises between the Parties, out of or in connection with this Agreement, or the performance, validity or enforceability of it, (hereinafter the "Dispute"), then except as expressly provided in this Agreement, the Parties shall follow the procedure as set out in this Clause:
- (a). either Party shall give the other, a written notice of the Dispute, setting out its nature and full particulars ("Dispute Notice"), together with the relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute.
 - (b). if the Authorised Representatives are for any reason unable to resolve the Dispute within thirty (30) days of submission of the Dispute Notice, the Dispute shall be referred to the Senior Officers of both Parties, who shall attempt in good faith to resolve the Dispute; and
 - (c). if the Senior Officers are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, the Parties will attempt to settle it by mediation in accordance with CEDR Model Mediation Procedures. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate mediation, a Party must serve notice in writing (ADR Notice), to the other Party to the Dispute, requesting mediation. The mediation will start no later than 14 days after the date of the ADR Notice.
- 17.3 The commencement of mediation shall not prevent the Parties commencing continuing court proceedings in relation to the Dispute, under Clause 23, which clause shall apply at all times.
18. GRATUITIES
- 18.1 The Contractor shall not offer or give or agree to give to any member, employee or representative of the Customer any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other Agreement with the Customer or for showing or refraining from showing favour or disfavour to any person in relation to this Agreement or any such Agreement nor shall any like act be done by any person employed by the Contractor or acting on its behalf (whether with or without the knowledge of the Contractor).
- 18.2 The Contractor or any other person employed by it or acting on its behalf in relation to this Agreement or any other Agreement with the Customer shall not

commit any offence under the Prevention of Corruption Acts 1889 to 1916 or give any fee or reward to any member or officer of the Customer the receipt of which is an offence under sub-section (2) of section 117 of the Local Government Act 1972.

19. NOTICES

19.1 In the case of the Contractor giving Notice to the Customer: Any notice or communication given or made in accordance with this Agreement (a 'Notice') will be in writing and will be addressed to the Authorised Officer.

In the case of the Customer giving Notice to the Contractor: Any notice or communication given or made in accordance with this Agreement (a 'Notice') will be in writing and will be addressed to the Production Coordinator, Signis Ltd, Unit 25 Bradmarsh Business Centre, Rotherham, South Yorkshire, United Kingdom, S60 1BY or to Production.Coordinator@trixonline.co.uk

19.2 A Notice may be delivered by hand, sent by pre-paid first-class mail, recorded delivery mail, or email. A Notice delivered by hand will be deemed to have been received when delivered. A Notice sent by mail will be deemed to have been received 48 hours after posting, providing that it is not returned through the post office undelivered. A Notice sent by email will be deemed to have been received on the same day if sent before 5pm.

20. DATA PROTECTION & FREEDOM OF INFORMATION

20.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do shall be decided by the Council and may not be determined by the Contractor. For the purposes of this Agreement, the authorised processing shall include the processing as described at Schedule 3.

20.2 The Contractor shall notify the Council immediately if it considers that any of the Council's instructions infringe the Data Protection Legislation.

20.3 The Contractor shall provide all reasonable assistance to the Council in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Council, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and

- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 20.4 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- (a) process that Personal Data only in accordance with the Council's instructions, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Council before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Council as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that:
 - (i) the Contractor's personnel do not process Personal Data except in accordance with this Contract (and in particular the Annex hereto);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Contractor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Council or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data,
 - (d) not transfer Personal Data outside of the UK unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:
 - (i) the Council or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Council;

- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Council in meeting its obligations); and
- (iv) the Contractor complies with any reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data;
- (e) at the written direction of the Council, delete or return Personal Data (and any copies of it) to the Council on termination of the Contract unless the Contractor is required by Law to retain the Personal Data.

20.5 Subject to clause 20.6, the Contractor shall notify the Council immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory Council in connection with Personal Data processed under this Agreement;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

20.6 The Contractor's obligation to notify under clause 20.5 shall include the provision of further information to the Council in phases, as details become available.

20.7 Taking into account the nature of the processing, the Contractor shall provide the Council with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 20.5 (and insofar as possible within the timescales reasonably required by the Council) including by promptly providing:

- (a) the Council with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Council to enable the Council to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

- (c) the Council, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Council following any Data Loss Event;
- (e) assistance as requested by the Council with respect to any request from the Information Commissioner's Office, or any consultation by the Council with the Information Commissioner's Office.

20.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause.

20.9 The Contractor shall allow for audits of its Data Processing activity by the Council or the Council's designated auditor.

20.10 The Contractor shall designate a data protection officer if required by the Data Protection Legislation.

20.11 Before allowing any Sub-Processor to process any Personal Data related to this Contract, the Contractor must:

- (a) notify the Council in writing of the intended Sub-Processor and processing;
- (b) obtain the written consent of the Council;
- (c) enter into a written agreement with the Sub-Processor which give effect to the terms set out in this clause 1 such that they apply to the Sub-processor; and
- (d) provide the Council with such information regarding the Sub-Processor as the Council may reasonably require.

20.12 The Contractor shall remain fully liable for all acts or omissions of any Sub-Processor.

20.13 The Council may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

20.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Council may on not less than 30 Working Days' notice to the Contractor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office."

FOIA

20.15 It is acknowledged that the Council is subject to the requirements of the FOIA and the EIR and the Contractor shall assist and cooperate with the Council (at the Contractor's

expense) to enable the Council to comply with these Information disclosure requirements.

20.16 The Contractor shall itself and shall procure that its subcontractors shall:

- (a) transfer any Request for Information to the Council as soon as practicable after receipt and in any event within two working days of receiving a request for Information;
- (b) provide the Council with a copy of all Information relating to a Request for Information in its possession or power in the form that the requires within five working days (or such other period as the Council may specify) of the Council requesting that Information; and
- (c) provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.

20.17 The Council shall be responsible for determining at its absolute discretion whether Information:

- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the EIR;
- (b) is to be disclosed in response to a request for Information, and in no event shall the Contractor respond directly to a request for Information unless expressly authorised to do so by the Council.

20.18 The Contractor acknowledges that the Council may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the EIR to disclose Information:

- (a) without consulting with the Contractor, or
- (b) following consultation with the Contractor and having taken its views into account.

20.19 The Contractor shall ensure that all Information produced in the course of this Agreement is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.

20.20 The Contractor acknowledges that any lists or schedules provided by it outlining confidential information are of indicative value only and that the Council may nevertheless be obliged to disclose confidential information in accordance with clause 20.18.

21. NO WAIVER

- 21.1 Any failure by either Party to insist upon the strict performance of any condition of the Agreement or to exercise any right or remedy upon breach of any condition of the Agreement will not constitute a waiver of any such condition or waiver of any subsequent breach or default in the performance of the condition.

22. THIRD PARTY RIGHTS

- 22.1 Except as otherwise expressly provided in this Agreement, none of the Conditions of this Agreement will be enforceable by any person who is not party to it.

23. GOVERNING LAW AND JURISDICTION

- 23.1 This Agreement will be governed by and constituted in accordance with the Laws of England and the Parties submit to the jurisdiction of the English courts.

24. LEGISLATIVE REQUIREMENTS

- 24.1 The Contractor must comply with all current and future Legislation relevant to the provision of the Service.

25. CORRUPTION

- 25.1 Both Parties shall:

- (a). comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ('Relevant Requirements');
- (b). not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c). have and shall maintain in place throughout the Term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
- (d). promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by a Party in connection with the performance of this Agreement;

- 25.2 Breach of this Clause 25 by the Customer shall be deemed a material breach constituting Termination Events, as detailed under Clause 14.3.

25.3 For the purpose of this Clause 25, the meaning of adequate procedures and foreign public official shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

26. INTELLECTUAL PROPERTY RIGHTS (IPR)

26.1 All Intellectual Property Rights in any content created by the Contractor in performing the Service(s) shall be owned by the Contractor. The Contractor licences such Intellectual Property Rights to the Customer, to be used by the Customer in accordance with its intended purpose and in accordance with the terms of this Agreement, and not for the Customer's own (or other people's) commercial gain. From the time the completed Procedures Manual is delivered, a non-exclusive, non-transferrable licence, is issued solely for the use of the Procedures Manual, including allowing public access to the Procedures Manual if Customer so wishes. This licence does not extend to any third party and is granted in perpetuity.

26.2 The Customer's use of the Intellectual Property Rights in respect of the Service and contemplated by this Agreement is limited to applying them to the Procedures Manual in the form and manner specified by the Contractor from time to time, and not otherwise.

26.3 Upon reasonable request, the Parties shall take all such steps as may reasonably be required to establish, perfect, or maintain the validity and enforceability of any Intellectual Property Rights (including any improvements thereto) and shall enter into such formal agreements as may reasonably be required for this purpose.

26.4 The Customer shall not copy or reproduce any of the Intellectual Property Rights contemplated by this Agreement in respect of the Service except as necessary for the exercise of licenses granted under this Agreement.

26.5 The Customer shall forthwith notify the Contractor of:

26.5.1 any actual, threatened or suspected infringement of any of the Intellectual Property Rights contemplated under this Agreement which comes to its attention;

26.5.2 any proceedings commenced against it in which the ownership or validity of any of the Intellectual Property Rights contemplated under this Agreement are called into question.

26.6 Any improvements made to the Intellectual Property Rights during the provision of the Service shall belong to the Contractor and to the extent the Customer obtains any rights in such improvements such rights are deemed to have been assigned to the Contractor with full title guarantee for the Contractor's exclusive use.

26.7 The Customer herein agrees to take reasonable all steps necessary to protect the Contractor's rights in respect of the Intellectual Property Rights contemplated by this Agreement.

26.8 Where the Customer provides the Contractor with material, the Customer herein confirms that they own the intellectual property rights to the same or, where the Customer does not own the intellectual property rights, the Contractor will assume that the Customer has the necessary permission to do so. All Intellectual Property, provided by the Customer to the Contractor, shall remain the Customer's property and will not be sold or passed on without permission. The Customer herein agrees to indemnify the Contractor in full and at all times on an ongoing basis as a result of any loss, damage or expenses incurred by the Contractor as a result of breach of this clause 26.8.

26.9 The Customer shall not at any time during the term of the Agreement or following expiry or termination of the Agreement commission a competitor of the Contractor to host and or publish any part of the Procedures Manual howsoever without the prior written consent of the Contractor. For the avoidance of doubt, this clause shall only relate to the procedures written and published by the Contractor and not the Customer's localised information.

26.10 This clause 26 shall survive termination of the Agreement.

27. LIMITATION OF LIABILITY

27.1 Nothing in Agreement shall limit or exclude the Contractor's liability for:

27.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

27.1.2 fraud or fraudulent misrepresentation;

27.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

27.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

27.1.5 defective products under the Consumer Protection Act 1987; and

27.1.6 anything that English law prohibits the Contractor from seeking to exclude or limit.

27.2 Subject to clause 0:

- 27.2.1 the Contractor shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss or loss of anticipated savings arising under or in connection with the Service(s) or this Agreement; and
- 27.2.2 the Contractor shall not be liable howsoever for any loss arising out of the Customers own acts, omissions, negligence or default or any acts, omissions, negligence or default of any third party or of any employees, agents and or sub-contractors of the Customer; and
- 27.2.3 the Contractor shall not be liable howsoever in respect of any loss or costs incurred by the Customer as a result of the failure by the Customer to immediately inform the Contractor on becoming aware of any technical problems.
- 27.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 27.5 This clause 27 shall survive termination of the Contract.

28. ENTIRE AGREEMENT

- 28.1 This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements and understandings made between the Parties. Each Party acknowledges that no other agreement or statement not contained in the Agreement shall be valid and binding on either Party.

29. SEVERANCE

- 29.1 In the event of any provision of the Agreement being or becoming legally ineffective or unenforceable either in its entirety or in part, this will not invalidate the remaining provisions of this Agreement, which will remain in full force and effect.

30. DECLARATION/CONFLICT OF INTERESTS
[For Local Government Use only]

- 30.1 In order for the Customer to comply with the provisions of the Local Government and Housing Act 1989, the Contractor is required to inform the Customer promptly in writing of any elected member or employee of the Contractor who is involved in its undertaking at any time during the Term of this Agreement.

31. AUTHORISED OFFICERS
[For Local Government Use only]

31.1 The Authorised Officers of the Customer will be the Commissioning Service Manager for Children's / Adults Services.

32. FORCE MAJEURE

32.1 Provided it has complied with the remaining provisions of this Clause 32, if a Party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (hereinafter the "Affected Party"), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations.

32.2 The corresponding obligations of the other Party will be suspended to the same extent as those of the Affected Party.

32.3 The Affected Party shall:

(a). as soon as reasonably practicable after the start of the Force Majeure Event, but not later than 14 days from its start, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and

(b). use all reasonable endeavours to mitigate the effect of the Force Majeure Event.

32.4 An Affected Party cannot claim relief if the Force Majeure Event is attributable to the Affected Party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event. Therefore, neither the Contractor, nor the Customer, will be able to claim relief, if the Force Majeure Event is one which, in accordance with Best Industry Practice, the Parties should have foreseen and provided for the cause in question.

32.5 The Affected Party shall notify the other Party in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Agreement. Following such notification, this Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the Parties.

32.6 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving 12 weeks' notice to the Affected Party.

32.7 If termination occurs under clause 33.6, all sums paid to the Contractor by the Customer under this Agreement shall be refunded to the Customer, except that

the Contractor shall be entitled to payment on a *quantum merit* basis for all work done before termination.

33. ASSIGNMENT/NOVATION

Neither Party shall assign, novate and/or transfer any of its benefits and obligations under this Agreement without the prior written consent of the other Party.

SCHEDULE 2: CHARGES & PAYMENT

1. Calculation of the Charges –

- 1.1 The Charges shall be calculated on the basis of the rates and prices set out in this Schedule.

2. Charges based on Fixed Price –

Service	Annual cost (£)
Year 1 <i>Invoices issued on contract acceptance, payable within 30 days of receipt</i>	
Year 2 <i>Invoices issued one month in advance of contract dates</i>	
Year 3 <i>Invoices issued one month in advance of contract dates</i>	
TOTAL	

We reserve the right to withdraw the procedures manual from our server, with 30 days' notice in writing, as a result of non-payment.

If for any reason payments are going to be subject to delay the customer must notify Signis Accounts Department by emailing Signis Accounts araccounts@onetouchhealth.net

without delay to enable a suitable alternative payment method to be agreed.

SCHEDULE 3: DATA PROCESSING SCHEDULE

1. Processing by the Contractor

The data the contractor processes is data which is provided by individuals within the commissioning organisation.

We may collect, store and use the following kinds of personal information:

- a. Information about your computer and about your visits to and use of this website (including your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths)
- b. Information that you provide to us when registering with our website (which will include your name, telephone number and your email address)
- c. Information that you provide to us for the purpose of subscribing to our register for alerts (including your name, telephone number and email address)
- d. Information that you post to our website for publication on the internet (including your user name)
- e. Information contained in or relating to any communication that you send to us or send through our website (including the communication content and metadata associated with the communication)
- f. Any other personal information that you choose to send to us

1.1 Scope, nature and purpose of processing

The scope, nature and purpose of the processing is the provision of goods and/or services by the contractor to the Customer under the Main Agreement.

Personal information is not automatically stored or captured, the only information which is automatically stored and captured is the user's IP address. This information is used to provide the Customer with data/activity on the usage of the Procedures Manual via Google Analytics.

1.2 Nature

We may use your personal information to:

- a. Administer our website and business
- b. Personalise our website for you
- c. Enable your use of the services available on our website
- d. Supply to you services purchased through our website
- e. Send statements, invoices and payment reminders to you, and collect payments from you
- f. Send you non-marketing commercial communications
- g. Send you email notifications that you have specifically requested
- h. Send you our email newsletter, if you have requested it (you can inform us at any time if you no longer require the newsletter)
- i. Send you marketing communications relating to our business which we think may be of interest to you, by post or, where you have specifically agreed to this, by email or similar technology (you can inform us at any time if you no longer require marketing communications)
- j. Deal with enquiries and complaints made by or about you relating to our website
- k. Keep our website secure and prevent fraud
- l. Verify compliance with the terms and conditions governing the use of our website

We will not, supply your personal information to any third party for the purpose of their or any other third party's direct marketing.

1.3 Purpose of processing

Email addresses and other information volunteered by manual users will be captured for the purposes described in 2.5 of Schedule 1. This shall be treated as confidential but may be used for internal review and to notify registered users about updates to the Procedures Manual and Contractor services.

We may disclose your personal information:

- a. To the extent that we are required to do so by law
- b. In connection with any ongoing or prospective legal proceedings
- c. In order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk)
- d. To the purchaser (or prospective purchaser) of any business or asset that we are (or are contemplating) selling
- e. To any person who we reasonably believe may apply to a court or other competent authority for disclosure of that personal information where, in our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that personal information

2. Duration of processing

We will retain documents (including electronic documents) containing personal data:

- a. To the extent that we are required to do so by law
- b. If we believe that the documents may be relevant to any ongoing or prospective legal proceedings

- c. In order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk)
- d. We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.
- e. We will store all the personal information you provide on our secure password- and firewall-protected servers.

3. Types of Personal Data

Registering for manual alerts captures the following data:

- Name
- Telephone number (optional)
- Email address

Customer Data:

- Identity Data including first name, last name.
- Contact Data including billing address, delivery address, email address and telephone numbers.
- Financial Data including bank account and payment card details.
- Transaction Data including details about payments to and from the Data Subject and other details of goods and services the Data Subject has purchased.
- Technical Data including internet protocol (IP) address, the Data Subject's login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices the Data Subject uses to access the website of the Customer or another Data Controller.
- Profile Data including the Data Subject's username and password, purchases or orders made by the Data Subject, the Data Subject's interests, preferences, feedback and survey responses.
- Usage Data including information about how the Data Subject uses the website of the Customer or another Data Controller, goods and services.
- Marketing and Communications Data including the Data Subject's preferences in receiving marketing from the Customer or another Data

Controller (and third parties) and the Data Subject's communication preferences.

4. Categories of Data Subject

The capture, storage and use of personal information will not be made available to any third party without prior permission.

- The Customer's employees (including temporary or casual workers and applicants) who may register for alerts on the manual of procedures
- Customer or customer employee location data
- Customer or customer employee online identifier, for example your IP or email address
- Contact Data including billing address, delivery address, email address and telephone numbers
- Financial Data including bank account details and about payments for invoicing purposes
- Transaction Data including details about payments to and from the Data Subject and other details of goods and services the Data Subject has purchased.
- Individuals identified in documents processed by the Customer in providing goods or services to its customers.