

OAKLAND GROUP CONSULTANCY AGREEMENT: COVER SHEET**CUSTOMER DETAILS**

COMPANY NAME:	
ADDRESS:	

OAKLAND DETAILS

CONTACT NAME:	
CONTACT EMAIL ADDRESS:	
CONTACT DIRECT DIAL:	

AGREEMENT DETAILS

CONSULTANTS:	
FEES:	
SERVICES:	

THIS CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS OVERLEAF

Signed on behalf of Oakland Group
Services Limited:

Date:

Signed on behalf of the Customer

Date:

OAKLAND GROUP CONSULTANCY AGREEMENT: TERMS AND CONDITIONS**1. INTERPRETATION**

1.1 **Definitions.** In these Conditions, the following definitions apply:

Applicable Laws: any and all:

- (a) legislation (including statutes, statutory instruments, regulations, edicts, bye-laws, orders, directives or treaties) and common law;
- (b) judgments, resolutions, decisions, orders, notices and demands of any court, regulator or tribunal; and
- (c) rules, policies, guidance or recommendations issued by any governmental, statutory or regulatory body,

in each case whether local, national, international or otherwise existing from time to time in any relevant jurisdiction which relates to a Party, this Contract and/or the Services.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Charges: the charges set out in the Cover Sheet payable by the Customer for the supply of the Services in accordance with clause 5.

Commencement Date: has the meaning set out in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 13.12.

Contract: the contract between Oakland and the Customer for the supply of Services formed in accordance with clause 2.2 which comprises of these Conditions and the Cover Sheet.

Cover Sheet: the cover sheet detailing the Contract particulars as contained in Annex 1 to these Conditions.

Customer: the person or firm who purchases Services from Oakland as detailed on the Cover Sheet.

Customer Information: has the meaning set out in clause 4.1.3.

Customer Materials: all materials, equipment and tools, drawings, specifications and data supplied by the Customer to Oakland.

Data Protection Legislation: means in each case to the extent applicable to the parties and as amended, superseded, replaced or updated from time to time: (i) GDPR; (ii) the UK GDPR; (iii) the Data Protection Act 2018; (iv) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (v) any other applicable data protection and privacy laws.

Deliverables: the deliverables to be provided by Oakland for the Customer under the terms of this Contract, as further detailed in the Cover Sheet.

EEA Personal Data: personal data originating from the European Economic Area.

EEA Standard Contractual Clauses: the standard contractual clauses approved by the European Commission as a valid mechanism for the transfer of EEA Personal Data to a third country from time to time in force.

GDPR: means the General Data Protection Regulation (EU) 2016/679.

Insolvency Event: the other party: (a) enters liquidation or a winding up petition is presented against the company; (b) has a receiver, liquidator, administrator, trustee or an individual with a similar role appointed over any of its assets; (c) proposes to make any arrangements with its creditors or passes a resolution to place the company into liquidation; or (d) suffers an event which, under the law of a different country, is equivalent to any of the previously specified acts or events.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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.

Oakland: Oakland Group Services Limited a limited company registered in England and Wales with number 12267698 whose registered office address is 7th Floor, 1 East Parade, Leeds, West Yorkshire, LS1 2AD.

Oakland Materials: has the meaning set out in clause 4.1.7.

Services: the services, including the Deliverables, provided or supplied by Oakland to the Customer as set out in the Cover Sheet.

UK Addendum: means the addendum to the EEA Standard Contractual Clauses approved by the Information Commissioner's Office as a valid mechanism for the transfer of UK Personal Data to a third country.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

UK IDTA: means the International Data Transfer Agreement approved by the Information Commissioner's Office as a valid mechanism for the transfer of UK Personal Data to a third country.

UK Personal Data: personal data originating from the United Kingdom.

Construction

In these Conditions, the following rules apply:

- 1.1.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.1.2 a reference to a party includes its successors or permitted assignees;
- 1.1.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.1.4 any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.1.5 a reference to **writing** or **written** includes emails.

2. BASIS OF CONTRACT

- 2.1 Oakland shall provide the Customer with a proposal, including the Cover Sheet. By confirming that it would like to proceed with the Services as outlined in the Cover Sheet and the proposal, the Customer shall be deemed to be making an offer to purchase Services in accordance with the terms of the Cover Sheet and these Conditions.
- 2.2 The offer shall only be deemed to be accepted on the earlier of Oakland:
 - 2.2.1 commencing the Services;
 - 2.2.2 signing the Cover Sheet; or
 - 2.2.3 providing written confirmation of its acceptance,
 at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 If there is any conflict between the terms of the Cover Sheet and these Conditions, the terms of the Cover Sheet shall be deemed to apply to the extent of the conflict. To the extent of any conflict between the proposal and these Conditions, these Conditions shall prevail to the extent of the conflict.
- 2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Oakland which is not set out in the Contract.

- 2.5 Any descriptive matter or advertising issued by Oakland, and any descriptions or illustrations contained in Oakland's brochures or on its website, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.6 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.7 Any quotation, issued by Oakland shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

3. SUPPLY OF SERVICES

- 3.1 Oakland shall supply the Services to the Customer in accordance with the Cover Sheet in all material respects.
- 3.2 Oakland shall use all reasonable endeavours to meet any performance dates specified in the Cover Sheet, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 Oakland shall have the right to make any changes to the Services which are necessary to comply with any Applicable Law, or which do not materially affect the nature or quality of the Services, and Oakland shall notify the Customer in any such event.
- 3.4 Oakland warrants to the Customer that the Services will be provided using reasonable care and skill.

4. CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall:
 - 4.1.1 co-operate with Oakland in all matters relating to the Services;
 - 4.1.2 provide Oakland, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Oakland;
 - 4.1.3 provide Oakland with such information, materials and access to the Customer's personnel as Oakland may reasonably require in order to supply the Services in a timely manner (**Customer Information**), and ensure that such information is accurate in all material respects (or, if the accuracy of the information is questionable, ensure that this is communicated to Oakland);
 - 4.1.4 ensure that it has appropriate back-up, security and virus-checking procedures in place for any computer facilities the Customer provides or which may be affected by the Services;
 - 4.1.5 obtain and maintain all necessary licenses and consents and comply with all Applicable Laws which are required:
 - 4.1.5.1 in relation to the provision of the Services to the Customer;
 - 4.1.5.2 Oakland's use of the Customer's premises; and
 - 4.1.5.3 Oakland's use of the Customer Information;
 - 4.1.6 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start; and
 - 4.1.7 keep and maintain all materials, equipment, documents and other property of Oakland (**Oakland Materials**) at the Customer's premises in safe custody at its own risk, maintain Oakland Materials in good condition until returned to Oakland, and not dispose of or use Oakland Materials other than in accordance with Oakland's written instructions or authorisation.
- 4.2 If Oakland's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
 - 4.2.1 Oakland shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Oakland's performance of any of its obligations;
 - 4.2.2 any dates for the performance or supply of any Services or Deliverables which are affected by such Customer Default shall be extended to the extent they are so affected;
 - 4.2.3 Oakland shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Oakland's failure or delay to perform any of its obligations as set out in this clause 4.2; and

- 4.2.4 the Customer shall reimburse Oakland on written demand for any costs or losses sustained or incurred by Oakland arising directly or indirectly from the Customer Default.
- 4.3 Where Oakland uses Customer Information in the provision of the Services (including but not limited to any recommendation that Oakland may provide) and that Customer Information is later found to be materially inaccurate, the Customer agrees that:
 - 4.3.1 Oakland shall not be in breach of the Contract;
 - 4.3.2 Oakland shall be entitled to withdraw or amend any recommendation without penalty; and
 - 4.3.3 the Customer shall indemnify Oakland on demand for any costs, fees (including legal fees) or expenses, howsoever arising, in connection with any incorrect Customer Information or the use by Oakland of the same.
- 4.4 The Customer acknowledges that it is responsible for the accuracy and completeness of any Customer Information provided to Oakland and that Oakland will not rely on nor verify the accuracy or completeness of any Customer Information provided to Oakland in connection with the Contract.

5. CHARGES AND PAYMENT

- 5.1 Oakland reserves the right to increase its standard daily fee rates by no more than the published UK Retail Price Index or 5% whichever is the greater. Oakland will not increase the charges more than once in any 12 month period. Oakland will give the Customer written notice of any such increase 3 months before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify Oakland in writing within 30 days of the date of Oakland's notice and Oakland shall have the right without limiting its other rights or remedies to terminate the Contract by giving 30 days' written notice to the Customer.
- 5.2 Unless otherwise stated in the Cover Sheet, Oakland may invoice the Customer for the Charges monthly in arrears, on completion of the Services or on completion of an agreed milestone.
- 5.3 The Customer shall pay each invoice submitted by Oakland:
 - 5.3.1 within 30 days of the date of the invoice; and
 - 5.3.2 in full and in cleared funds to a bank account nominated in writing by Oakland, and time for payment shall be of the essence of the Contract.
- 5.4 The Charges are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Oakland to the Customer, the Customer shall, on receipt of a valid VAT invoice from Oakland, pay to Oakland such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.5 If the Customer fails to make any payment due to Oakland under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the statutory rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 5.6 The Customer shall pay the Charges and any other amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Oakland may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Oakland to the Customer.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Oakland and its licensors shall retain ownership of all its Intellectual Property Rights, and the Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials.
- 6.2 Oakland grants the Customer or shall procure the direct grant to the Customer of, a fully paid up non-exclusive, royalty-free, non-transferable licence to copy, use and modify Oakland's Intellectual Property Rights for the purpose of providing the Services and Deliverables to the Customer.
- 6.3 The Customer warrants that, in respect of any third party Intellectual Property Rights, it has a licence to sublicense such rights to Oakland for the purpose of performing the Services.
- 6.4 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of such Intellectual Property Rights is conditional on Oakland obtaining a written licence from the relevant licensor entitling Oakland to license such rights to the Customer.

- 6.5 All Oakland Materials are the exclusive property of Oakland.
- 6.6 In relation to the Customer Information the Customer grants to Oakland a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy, use and modify the Customer Information for the purpose of providing the Services and Deliverables to the Customer.
- 6.7 Each party shall indemnify the other party against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expense suffered or incurred by the other party in connection with any claim made against it by a third party for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the receipt or use in the performance of this agreement the Customer Materials or the Services.

7. CONFIDENTIALITY

- 7.1 A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which a reasonable business person would consider confidential, or have otherwise been flagged as confidential to the other party, and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 7 shall survive termination of the Contract.

8. LIMITATION OF LIABILITY

- 8.1 Nothing in these Conditions shall limit or exclude either party's liability for:
 - 8.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 8.1.2 fraud or fraudulent misrepresentation; or
 - 8.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 8.2 Subject to clause 8.1:
 - 8.2.1 Neither party shall under no circumstances whatever be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
 - 8.2.1.1 loss of: profit/anticipated profit, business, revenue, goodwill, business opportunity, anticipated savings or benefits or damage to reputation or brand;
 - 8.2.1.2 loss or corruption of data or use of data; or
 - 8.2.1.3 indirect, consequential or special loss or damage; and
 - 8.2.2 Oakland's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the lower of:
 - 8.2.2.1 the total value of the Contract; and
 - 8.2.2.2 £5,000,000.
- 8.3 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.
- 8.4 The Customer's total liability to Oakland shall in no circumstances exceed the total value of the Contract.
- 8.5 Oakland, to the extent permissible by law, excludes all and any liability to the Customer for any losses incurred by the Customer due to its utilisation of, or reliance on, the Services provided by Oakland including for the avoidance of doubt any losses arising from the Deliverables or the Services providing results that are unexpected or contrary to the perceived understanding of the Customer, unless such results have been expressly agreed with Oakland.

9. TERMINATION

- 9.1 Without limiting its other rights or remedies, the Customer may terminate the Contract at any time by giving 60 days' written notice to Oakland.
- 9.2 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 9.2.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 20 Business Days of that party being notified in writing to do so; or
 - 9.2.2 one or more of the following applies to the other party: (i) it ceases to trade; (ii) it is unable to pay its debts; and/or (iii) it suffers an Insolvency Event.
- 9.3 Without limiting its other rights or remedies, Oakland may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 20 Business Days after being notified in writing to do so.
- 9.4 Without limiting its other rights or remedies, Oakland may suspend provision of the Services under the Contract or any other contract between the Customer and Oakland if the Customer becomes subject to an Insolvency Event, or Oakland reasonably believes that the Customer is about to become subject to an Insolvency Event, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

10. CONSEQUENCES OF TERMINATION

- 10.1 On termination of the Contract for any reason:
- 10.1.1 the Customer shall immediately pay to Oakland all of Oakland's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted or any other costs incurred or committed to by Oakland in relation to the Services, Oakland shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - 10.1.2 the Customer shall return all of Oakland Materials and any Deliverables which have not been fully paid for;
 - 10.1.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
 - 10.1.4 clauses which expressly or by implication survive termination shall continue in full force and effect.

11. FORCE MAJEURE

- 11.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of either party including but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 11.2 A party shall not be liable to the other as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 11.3 If the Force Majeure Event prevents a party from performing its obligations for more than 6 weeks, either party shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the other party.

12. DATA PROTECTION

- 12.1 This clause 12 sets out the additional terms, requirements and conditions on which Oakland will Process Personal Data when providing the Services under this Contract.
- 12.2 Each party shall comply with applicable requirements of the Data Protection Legislation. This clause 12 is in addition to and does not replace a party's obligations under the Data Protection Legislation. Throughout this Contract the terms "Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach", "Process", "Processing" and "third country" have the meanings prescribed in the Data Protection Legislation.

- 12.3 For the purposes of the Data Protection Legislation, the Customer is the Controller and Oakland is the Processor. The Schedule sets out the subject matter, nature and purpose of Processing by Oakland, the duration of the Processing, the types of Personal Data, categories of Data Subject and the obligations and rights of the Customer as Controller.
- 12.4 Oakland shall:
- 12.4.1 Process Personal Data only on written instructions of the Customer and only to the extent required to deliver the Services. If Oakland is required by any applicable laws to otherwise Process Personal Data it shall, to the extent legally permitted, notify the Customer before doing so;
 - 12.4.2 have in place appropriate technical and organisational measures to protect against unauthorised or unlawful Processing of, accidental loss or destruction of or damage to Personal Data, appropriate to the harm that might result from the unauthorised or unlawful Processing or accidental loss, destruction or damage and the nature of the data to be protected. Oakland shall implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate: (i) the pseudonymisation and encryption of Personal Data; (ii) the ability to ensure the ongoing confidentiality, integrity, available and resilience of processing systems and services; (iii) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of security measures;
 - 12.4.3 not engage another Processor without prior specific or general written authorisation from the Customer and without ensuring that the same data protection obligations as set out in these Conditions are imposed in a written contract on that other Processor and Oakland shall remain fully liable to the Customer for performance of the other Processor's obligations to the extent the other Processor fails to fulfil their data protection obligations. Oakland shall ensure that its agreement with the other Processor terminates automatically on termination of this Contract for any reason;
 - 12.4.4 ensure that persons who have access to or Process Personal Data keep the Personal Data confidential (either under contractual or statutory obligations);
 - 12.4.5 ensure that where any Personal Data is transferred outside of the European Economic Area, it is done so on one of the following conditions: (i) the Personal Data is Processed in a territory which is subject to a current finding by (in respect of EEA Personal Data) the European Commission or (in respect of UK Personal Data) the UK Government under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals; or (ii) Oakland participates in a valid cross-border transfer mechanism under the Data Protection Legislation so that Oakland (and where appropriate the Customer) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of GDPR. Such valid cross-border transfer mechanism may consist of EEA Standard Contractual Clauses for the transfer of EEA Personal Data or the UK IDTA or the UK Addendum for the transfer of UK Personal Data or any other approved transfer mechanism from time to time in force; or (iii) the transfer otherwise complies with the Data Protection Legislation in which case the reasons for such compliance shall be set out in the Schedule;
 - 12.4.6 assist the Customer, at the Customer's expense, to respond to any request from a Data Subject;
 - 12.4.7 notify the Customer without undue delay if it receives a request from a Data Subject to exercise any of their rights under the Data Protection Legislation;
 - 12.4.8 notify the Customer without undue delay if it becomes aware of any accidental, unauthorised or unlawful Processing of the Personal Data or a Personal Data Breach including the following information: (i) description of the nature of the accidental, unauthorised or unlawful Processing and/or Personal Data Breach; (ii) the likely consequences; and (iii) a description of the measures taken or proposed to be taken to address the accidental, unauthorised or unlawful Processing and/or Personal Data Breach together with measures to mitigate possible adverse effects;
 - 12.4.9 not inform any third party of any Personal Data Breach without first obtaining the Customer's prior written consent, except when required to do so by law;
 - 12.4.10 taking into account the nature of Oakland's Processing and the information available to Oakland, Oakland shall provide reasonable assistance to the Customer complying with its obligations pursuant to Articles 32 to 36 of GDPR including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with supervisory authorities under the Data

Protection Legislation and Oakland reserves the right to charge the Customer for any such assistance;

- 12.4.11 at the written direction of the Customer, delete or return Personal Data to the Customer on termination of this Contract unless Oakland is required by law to store the Personal Data;
 - 12.4.12 maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the Customer or the Customer's designated auditor, provided that the Customer shall provide reasonable notice of any audit it wishes to carry out, that any audits take place during Oakland's normal business hours in a manner that limits disruption and that audits are limited to once per year unless the Customer acting reasonably in good faith believes that Oakland has breached its obligations in this clause 12 or the Data Protection Legislation;
 - 12.4.13 immediately inform the Customer if, in its opinion, an instruction from the Customer infringes the Data Protection Legislation and shall promptly notify the Customer of any changes to Data Protection Legislation that may adversely affect Oakland's performance of this Contract.
- 12.5 Oakland agrees that the Customer has the sole right to determine:
- 12.5.1 whether to provide notice of the Personal Data Breach to any Data Subjects, supervisory authorities, regulators, law enforcement agencies or others, as required by law or regulation or in the Customer's discretion, including the contents and delivery method of the notice; and
 - 12.5.2 whether to offer any type of remedy to affected Data Subjects including the nature and extent of such remedy.
- 12.6 If any Personal Data transfer between Oakland and the Customer requires execution of a valid transfer mechanism in order to comply with the Data Protection Legislation, the parties will complete all relevant details in, and execute, the valid transfer mechanism and take all other actions required to legitimise the transfer. Such valid transfer mechanism may consist of EEA Standard Contractual Clauses for the transfer of EEA Personal Data or the UK IDTA or the UK Addendum for the transfer of UK Personal Data or any other approved transfer mechanism from time to time in force.

13. GENERAL

- 13.1 **Announcements.** Neither party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of these Conditions, or the relationship between the parties, without the prior written consent of the other, except as required by law, any governmental or regulatory authority, or any court. Notwithstanding the foregoing, the parties agree either party may identify the other party as a supplier or customer (using the other party's name and logo) and generally describe the nature of the Services or relationship in promotional or marketing materials and presentations to current and prospective customers.
- 13.2 **Partner Link.** The parties agree that as part of delivering the Services, Oakland may require that the Customer's software or cloud tenancy be linked in accordance with the requirements for Oakland's participation in partnership programs with its suppliers. This could include but is not limited to the creation of Partner Admin Links for users created in Microsoft tenancies, or communicating basic information relating to the environments that Oakland is working in (such as an account number or identifier) to cloud providers or software suppliers. The Customer agrees to provide the assistance necessary in order for Oakland to configure the Customer's software or cloud tenancy such that Oakland can conduct the work in line with the requirements of its supplier's partnership programs.
- 13.3 **Assignment and other dealings.**
- 13.3.1 Oakland shall not, without the prior written consent of the Customer, assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract. Such consent not to be unreasonably withheld.
 - 13.3.2 The Customer shall not, without the prior written consent of Oakland, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract. Such consent not to be unreasonably withheld.
- 13.4 **Notices.**
- 13.4.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other

party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.

13.4.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.4.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.

13.4.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13.5 **Staff.**

13.5.1 If during the period of this Contract or within 6 months following its termination or expiry (the "**Restricted Period**") the Customer employs or engages any member, partner, director or employee of Oakland who was directly involved in providing or receiving Services hereunder (a "**Restricted Person**"), other than following a response to a bona fide generally placed advert, the Customer shall pay to Oakland a sum equal to 100% (one hundred per cent) of the greater of the annual remuneration that the Restricted Person:

13.5.1.1 will receive under the new engagement or employment; or

13.5.1.2 would have received from the former employer.

13.6 **Severance.**

13.6.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 13.6 shall not affect the validity and enforceability of the rest of the Contract.

13.6.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

13.7 **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.8 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

13.9 **Anti-Bribery.** Each Party shall:

13.9.1 comply with the Bribery Act 2010; and

13.9.2 not do, or omit to do, any act that will cause the other to be in breach of the Bribery Act 2010.

13.10 **Tax Evasion.** Neither Party shall engage in any activity, practice or conduct which would constitute either:

13.10.1 a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or

13.10.2 a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.

13.11 **Third parties.** A person who is not a party to the Contract shall have no rights under the Contract (Rights of Third Parties) Act 1999 to enforce its terms.

13.12 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Oakland.

13.13 **Governing law.** This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

- 13.14 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

Schedule - Processing, Personal Data and Data Subjects

1. Subject matter of Processing

The provision of the Services by Oakland to the Customer.

2. Duration of Processing

The duration of the provision of the Services to the Customer.

3. Nature of Processing

{ Describe the ways in which Oakland will process the data. For example, will they only access the data or might they amend / delete / transfer it etc. }

4. Purpose of Processing

{ Describe why Oakland processes the data – this is likely to link back to provision of the services }.

5. Types of Personal Data

{ Insert a list of all types of personal data processed by Oakland. If Oakland is providing services as data hosting, it may be difficult to ensure all types of personal data are captured, in which case include a sweepser at the end of the list along the lines of "and any other Personal Data to which Oakland has access or may be able to view as a result of the provision of services to the Customer." }

6. Categories of Data Subject

{ Insert list of all categories of data subjects about whom Oakland may process personal data. }

7. Obligations and rights of the Controller

7.1 The obligations and rights of the Customer as set out in the Data Protection Legislation and the Contract.

7.2 { Mechanism for cross border transfer, if applicable }