



Talenscio

Term & Conditions



Talenscio Terms and Conditions of Sale

1. Introduction and Definitions

The terms and conditions set out below apply to all services provided by Talenscio.

In these terms and conditions:

"Talenscio"	Talenscio is a trading name of Talenscio Limited.
"the Company"	means Talenscio.
"Client"	means the client named in the Client Service Agreement. means the services to be provided to the Client by Talenscio as set out within the Client Service "Services"
	Agreement and the Schedule.
"Client Service Agreement" or "(CSA)"	means the booking form or written order for any services purchased. means any data protection legislation from time to time in force in the UK including the Data
"Data Protection Legislation"	Protection Act 2018, the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR) and any other domestic laws relating to privacy, or any successor legislation.
"Project"	means the scope of the services to be undertaken as detailed in the proposal.
"Fee"	means the fee payable by a Client to Talenscio in respect of the provision of Services. means the system currency. Talenscio operates on a dynamic pricing model whereby the total number of credits used is calculated based on the project requirements, and the appropriate unit
"Unit Credits"	credit price is applied as determined by the Banding. Unit Credits expire 24-months from the purchase date. Should the Client require additional Unit Credits the Fee will be recalculated based on the then applicable Banding.
"Banding"	means the Unit Credit Banding which is determined the Unit Credit volume required for the project.
"Consultancy, Days or Training Fee"	means the fee payable by a Client to Talenscio in respect of the provision for such Client of training services, consultancy services, development & assessment centre design, facilitation and/or other project support services.
"Intellectual Property Rights"	means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect 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.
"Materials"	means required documents, information, assessor & delegate information, logos, photos, timetables, activities or any materials supplied by the Client required in order for the Company to fulfil its obligations in accordance with the agreement.
"Personal Data"	shall have the meaning ascribed under the Data Protection Legislation but for the purposes of the Services shall be limited to names and contact details for employees and agents of and applicants to the Client

2. Deemed Acceptance

The acceptance of a proposal for use of the Talenscio platform and services as specified within this agreement by a Client shall be deemed to constitute acceptance by that Client of these terms and conditions.

3. Client Responsibilities

3.1 The Client agrees to use the systems provided by Talenscio in accordance with the terms and conditions.

3.2 The Client shall meet, any agreed milestones to provide to the Company, all information required, in order that the Company can carry out its obligations in accordance with this agreement. A failure by the Client to meet such milestones can only relieve the Company from complying with its obligations to the extent of the effect or anticipated effect of such failure on the Services.

4. Company's Obligations

4.1. The Company shall provide the Services in accordance with the proposal and shall allocate sufficient resources to the Services to enable it to comply with this obligation.

4.2. The Company shall meet, and (subject to the Client complying with clause 3.2) time is of the essence as to, any performance dates or milestones specified in the proposal.

4.3. The Company shall keep detailed records of all things done by it in relation to the provision of the Services and at the Client's request shall make them available for inspection or provide copies to the Client.

4.4. The Company shall, and shall ensure that its employees, agents and sub-contractors shall:

4.4.1. cooperate with the Client in all matters relating to the Services and comply with reasonable instructions;

4.4.2. comply at all times with all regulatory, legal, statutory and other requirements (including without limitation all health and safety legislation and guidelines) relating to the performance of the Services; and

4.4.3. obtain and maintain all necessary licences and consents in relation to the Services and the use of all documents, software, information and materials provided by the Company which existed prior to the start of the agreement.

4.5. The Company shall not, without the prior written consent of the Client, sub-contract the whole of the Services but retains the right to employ additional project resource as deemed necessary for the good of the Client.

4.6. The Services shall commence on the start date confirmed in the Client Service Agreement (if any) or the date on which Talenscio commences the supply of the relevant Services to the Client and shall continue, unless terminated earlier in accordance with these Terms, until the Services have been completed.

5. Fees and Payment

Talenscio shall be entitled to invoice a Client

5.1. in respect of Unit Credits, Project fees, Consultancy, Training, Design & facilitation fees and/or other agreed Fees .

5.2. All invoices issued by Talenscio are payable within 30 days from the date of issue.

5.3. The fee is subject to Value Added Tax at the prevailing rate.

6. Intellectual Property Rights

6.1. Save as set out expressly, nothing in this Agreement will transfer any Intellectual Property Rights, title or any interest in any existing Intellectual Property Rights owned by or licensed to, one party to the other party. This includes any Intellectual Property Rights created prior to, or unconnected with, the Services and:

6.1.1. Talenscio shall own all Intellectual Property Rights in its system; and

6.1.2. the Client shall own all Intellectual Property Rights in the Materials.

6.2. Subject always to adherence to these terms, the Company hereby grants to the Client an irrevocable, non-exclusive, royalty-free, non-assignable licence to use works created and delivered by Talenscio as a product of the Services for its own internal business purposes, but not otherwise.

7. Limitation on liability

7.1. Nothing in this Agreement limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

7.2. Save where expressly provided in this Agreement, neither party shall be liable to the other in respect of any indirect or consequential loss or damage.

7.3. Each party shall be under a duty to mitigate any loss, damage, costs or expenses that it may suffer.

7.4. Without prejudice to its statutory obligations and clause 7.1, the total liability of one party to the other under this Agreement shall not exceed two times the Fees.

8. Warranties

8.1. The Company warrants and represents that:

8.1.1. it has legal power, authority and right to enter into this Agreement and to perform its obligations under this Agreement; the Services will conform with all descriptions and specifications provided to the Client by the Company;

8.1.2. it shall provide the Services with reasonable care and skill, to the best of the Company's ability and to the reasonable satisfaction of the Client; and

8.1.3. it shall provide the Services in a competent and professional manner and in accordance with best industry practices.

8.1.4. Without prejudice to any other rights or remedies the Client may have, if the Company receives written notice from the Client of any breach of clause 7.1 then the Company shall at its own expense and within a reasonable time after receiving notice remedy the breach in question.

8.2 The Client Warrants and represents that:

8.2.2. any Materials provided by the Client to the Company are its original works and have not been copied, wholly or in part, from any other source;

8.2.3. any Materials provided by the Client to the Company (and each Consultant, Sub-contractor, Agents or Employees) will not infringe the Intellectual Property Rights of any party.

8.3 The Client shall indemnify the Company against all liabilities, costs, losses, damages, liabilities, costs and expenses and all other reasonable professional costs and expenses suffered or incurred by the Company in connection with or paid by the Company in settlement of any claim for infringement of any Intellectual Property Rights of any other person which results from the Company's use of Materials provided by the Client.

9. Force Majeure

9.1 If either party is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by a Force Majeure Event then:

9.1.1. that party's obligations under this Agreement shall be suspended for so long as and to the extent that the Force Majeure Event continues provided that, as soon as reasonably possible after the Force Majeure Event starts, the affected party shall have notified the other party of the occurrence of the Force Majeure Event;

9.1.2. the affected party shall use all reasonable efforts to mitigate the effects of the Force Majeure Event upon the performance of its obligations under this Agreement.

9.2 If the Force Majeure Event continues for more than three months after the start of the Force Majeure Event either party may terminate this Agreement by giving not less than 28 days' notice in writing to the other party.

9.3 In this clause 9, "Force Majeure Event" means any occurrence which hinders, delays or prevents a party in performing any of its obligations under this Contract which is beyond the control of, and without the fault or negligence of, such party and which by the exercise of reasonable diligence it is unable to prevent or provide against including but not limited to war, civil war, act of God, fires, flood, subsidence, strikes or lockouts (other than of its own staff), insurrection or riots, embargoes, unavailability of raw materials or services, changes requirements or regulations of any governmental authority.

10 Insurance, Indemnity

The Company shall, in respect of the provision of the Services, maintain:

10.1 Public liability insurance cover of not less than £1,000,000;

10.2 Employer's liability insurance cover of not less than £10,000,000 (if applicable) and

10.3 Professional indemnity insurance cover of not less than £1,000,000, and if this cover is placed on a "claims-made" basis such cover shall be renewed for a period of at least five years after the end of the Contract.

10.4 The Company shall promptly provide the Client with proof of such insurance cover and payment of the premiums upon the reasonable request of the Client.

10.5 The Company shall (except in respect of death of or injury to any person resulting from the negligence of the Client) fully indemnify and keep fully indemnified the Client against all claims, demands, proceedings, damages, costs, charges and expenses in respect of the death of or injury to any person or any damage to property caused by the negligence or intent of the Company or its employees, agents or sub-contractors which may arise in connection with the agreement.

11 Termination

11.1 Without prejudice to any other rights or remedies either party may have against the other, either party ("terminating party") may by notice in writing to the other party ("defaulting party") immediately terminate this agreement if the defaulting party shall:

11.1.1 be in breach of any of the terms of this agreement which, in the case of a breach capable of remedy, shall not have been remedied by the defaulting party within 7 days of receipt by the defaulting party of a notice from the terminating party specifying the breach and requiring its remedy; or

11.1.2 be unable to pay its debts as they fall due or make any voluntary arrangement with its creditors, become subject to an administration order, have an administrative receiver or receivers appointed in respect of the whole or any part of its assets, go into liquidation (voluntary or otherwise save for any voluntary liquidation entered into solely for the purposes of a bona fide reconstruction or amalgamation) or be made the subject of a bankruptcy order or ceases or threatens to cease carrying on its business.

11.2 The Client may terminate this Agreement at any time by giving notice in writing. In the event of early termination of a project the Client shall be charged for the amount of Unit Credits used up to the point of termination calculated at the appropriate price per Unit Credit for the banding and to the extent that the Client has paid Fees in excess of such amount, the Company shall promptly reimburse such excess to the Client.

11.3 In the event of early termination of a multi-year contract the Client shall be charged for the amount of Unit Credits used up to the point of termination calculated at the contract price per Unit Credit plus 10% of the remaining multi-year contracted balance.

11.4 In the event of early termination and where consultancy days have been confirmed with dates that fall within 90 days' from the date of termination these will be charged at the rate agreed within the project detail for each day that falls within this notice period. Confirmed consultancy days that fall after 90 days from the date of termination can be cancelled at no charge.

11.5 A client may give written notice of withdrawal of a booking of a Project.

11.6 Where notice of withdrawal, (confirmed in writing), is given more than 90 days before commencement of the project, then 100% of the fees will be credited providing no services have been delivered at the point of withdrawal. Services are defined as any services detailed in this agreement, such as, but not limited to, Unit Credits, design days, training, system set-up, consultancy, concierge services and facilitation.

11.7 If less than 90 days' notice is given in writing the Client will be liable for the programme / project fees in line with the following schedule: -

11.7.1 46 – 90 days – 50% of the full project fees.

11.7.2 31 – 45 days – 75% of the full project fees.

11.7.3 If less than 30 days' notice is given 100% of the fees will be due.

11.8 The Client may terminate this Agreement on notice in writing to the Company if the Company undergoes a change in control (where 'control' means the power of a person to secure that its affairs are conducted in accordance with the wishes of that person either (i) by means of the holding of shares or the possession of voting power in or in relation to the Company; or (ii) by virtue of any powers conferred by the articles of association or other document regulating the Company).

12 Effect of Termination

12.1 All Confidential Information, Personal Data, Deliverables and any other information, document, materials or other items concerning the business of the Client in the possession or control of the Company shall be delivered up to the Client as soon as practicable after the completion of the Services or the earlier termination of this Agreement.

12.2 The provisions of clauses 6, 7, 8, 13, 14 & 15 shall survive termination of this Agreement.

13 Divisibility

This contract is divisible. Each project stage delivery made hereunder shall be deemed to arise from a separate contract and shall if required, be invoiced separately; any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein, without reference to and notwithstanding any defect of default in delivery of any other instalment or stage.

14 Confidentiality

14.1 The Company agrees, during the period of this Agreement:

- 14.1.1 to keep the Confidential Information secret;
- 14.1.2 to use the Confidential Information solely for the purpose of its obligations under this Agreement;
- 14.1.3 not to disclose any Confidential Information to any third party, other than its employees and agents to whom disclosure for the purpose of this Agreement is necessary, provided that it ensures that they are bound by obligations in relation to the Confidential Information which are consistent with the Company's obligations under this Agreement. The Company must use all reasonable endeavours to enforce such obligations against such persons;
- 14.1.4 not to copy the Confidential Information except for the purpose of this Agreement;
- 14.1.5 to return to the Client immediately upon demand all Confidential Information together with all copies which may have been made;
- 14.1.6 not to disclose to any third party the existence of this Agreement or its contents.

14.2 The obligation of confidentiality in clause 14.1 shall not apply to any Confidential Information which the Company can show by documentary evidence:

- 14.2.1 is or becomes in the public domain without breach of this Agreement;
- 14.2.2 was within the Company's possession free of any restriction prior to the date of this Agreement;
- 14.2.3 was received by the Company from an independent third party free of any restriction and without breach of any obligation of confidence owed to the Client; or
- 14.2.4 is required to be disclosed by the Company by any order of any court of competent jurisdiction or any competent judicial, regulatory or governmental body, provided the Company informs the Client immediately of any such requirement and further the Company uses its best endeavours to avoid or minimise any such disclosure.

15 Data Processing

15.1 In the course of providing the Services the Company may be compiling, processing and storing Personal Data for the Client and the parties agree that, where this is the case, the following provisions shall apply:

15.1.1 the Company and the Client are each responsible for complying with their respective obligations under the Data Protection Legislation;

15.1.2 the Company shall process Personal Data only for the purposes of performing its obligations under this Agreement or for such other purposes as may be expressly agreed in accordance with the Client's written instructions; 15.1.2.1 the Company shall:

15.1.2.1.1 use appropriate technical and organisational measures to protect the Personal Data as required by the Data Protection Legislation;

15.1.2.1.2 keep the Personal Data separate from any data it processes on behalf of any other third party;

15.1.2.1.3 maintain up to date records of its processing activities performed on behalf of the Client;

15.1.2.1.4 ensure that only those personnel who need to have access to the Personal Data are granted access to such Personal Data

(and only for the purposes of the performance of this Agreement) and that all of the personnel required to access the Personal Data are reliable and have been informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause;

15.1.2.1.5 notify the Client within 48 hours if it receives any: (i) request from a Data Subject to access that Data Subject's Personal Data; (ii) complaint or request relating to the Data Protection Legislation; and / or (iii) correspondence from a regulatory authority;

15.1.2.1.6 notify the Client in the event it becomes aware (and no later than 24 hours after becoming aware) of any Personal Data Breach, breach of the Data Protection Legislation, or this clause;

15.1.2.1.7 unless otherwise required by Data Protection Legislation, return or delete, at the Client's sole discretion, all Personal Data:

a) upon the termination of the processing activities carried out under this Agreement or

b) otherwise promptly following a request by the Client,

and promptly provide the Client with a confirmation in writing that it has done so; and

15.1.2.1.8 permit without charge, on an annual basis, and / or where the Client becomes aware of a data breach of alleged breach of the Data Protection Legislation by the Company, reasonable access by the Client to all records, files, tapes, computer systems, or any other information howsoever held by the Company in respect of the Company's activities pursuant to the contract for the purposes of reviewing compliance with this clause and / or the Data Protection Legislation.

15.1.3 the Company will not:

15.1.3.1 modify, amend, remove or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party without the prior written authorisation of the Client;

15.1.3.2

15.1.3.3 transfer any Personal Data outside the UK;

15.1.4 if the Client is required to provide information to an individual regarding that individual's Personal Data, the Company will reasonably co-operate with the Client in providing such information to the extent necessary to comply with the Data Protection Legislation; and

15.1.5 on the reasonable written request from the Client, the Company will provide the Client with such information that it has regarding the Personal Data and its processing which is necessary to enable the Client to comply with its obligations under the Data Protection Legislation.

15.2 The Client does not consent to the Company appointing any third-party Processor of Personal Data under this Agreement.

15.3 Terms used in this clause 15 and not defined elsewhere in this Agreement shall bear the meaning given to them under the Data Protection Legislation,

16 Anti-Bribery

16.1 The Company shall (and shall procure that persons associated with it or other persons who are providing goods or services in connection with this agreement shall) comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption, including, but not limited to, the Bribery Act 2010 (the "Relevant Requirements") and shall:

16.1.1 not (directly or indirectly) induce any employee, agent or subcontractor of the Client to make any concession to or confer any benefit on the Company, refrain or withhold from doing any act, in return for any gift, money, or other inducement;

16.1.2 not do or omit to do any act that will cause or lead the Client to be in breach of any of the Relevant Requirements

16.1.3 promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Company in connection with the performance of this agreement

16.1.4 have and maintain in place throughout the term of this agreement its own policies and procedures, including, but not limited to, adequate procedures to ensure compliance with the Relevant Requirements and shall promptly supply copies of or provide access to such policies on request from the Client.

16.2 The Company is informed that the Client's employees are not permitted to:

16.2.1 accept gifts of more than token value, loans, excessive entertainment or other substantial favours from any company or individual that does business with the Client or seeks to do so;

16.2.2 solicit gifts or other favours from any company or individual that does business with the Client, or seeks to do so

16.3 Entertainment is acceptable only if it has a justifiable business purpose. It should be of a reasonable nature and such that the Client's employees, agents or contractors, can reciprocate.

16.4 Any breach of this clause shall be a material breach of this agreement which is incapable of remedy.

17 General

17.1 All notifications to Talenscio required in accordance with these Terms and Conditions are to be made in writing and sent to the usual business address above or as otherwise notified to the client.

17.2 A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and any waiver by the Client of any breach of the Agreement by the Company shall not be considered as a waiver of any subsequent breach of the same or any other provision.

17.3 A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

17.4 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.

17.5 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

18 Entire Agreement

These Terms and Conditions of Business, the Client Service Agreement and the Proposal shall together constitute the entire agreement between Talenscio and the Client. Any variation of this Agreement must be made in writing and signed by a duly authorised representative of both parties.

19 Governing Law

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the laws of England and Wales and each part irrevocably agrees that the English courts have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.