

TERMS AND CONDITIONS

THE LICENSEE'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF **CLAUSE 21 (LIMITATION OF LIABILITY)**.**1. Background**

- 1.1 The Licensors (as defined below) is a provider of various online and cloud-based services in the property ratings sector and the Licensee wishes to receive certain or all of the services provided by the Licensors.

Certain of the provisions contained in these Terms apply to the Licensee only where it has purchased certain services and, where this is the case, this is clearly specified in the Terms. Save where expressly specified, all provisions of these Terms shall apply to the Licensee and the provision of services by the Licensors.

2. Interpretation

The following definitions and rules of interpretation apply in these Terms.

- 2.1 Definitions:

Acceptable Use Policy: the acceptable use policy governing the use of the Virtual Rates Manager Services (as such subsists from time to time).

Additional Services: any services which the Licensors agree to provide to the Licensee in accordance with clause 19.

Analyse 9 services: the services provided by the Licensors which enable Authorised Users to search the Analyse 9 & Localise Database and also to receive updates in the form of schedules, valuation data, reports and information regarding current, previous and ongoing appeals, as further described in Part 1 of Schedule 1.

Analyse Local – Forecasting Services: the services provided by the Licensors and accessed via the Website which assist Authorised Users to identify where the rateable value of any hereditament may be subject to challenge, appealed and/or where there may otherwise be risk of change to such value, as further described in Part 4 of Schedule 1.

Analyse Local – RV Finder Services: the services provided by the Licensors which identify rateable hereditaments that are potentially missing from or potentially undervalued in the Rating List in the Licensee's Relevant Area, as further described in Part 3 of Schedule 1, and which shall, in respect of any realised changes, entitle the Licensors to payment of the RV Contingency Fee in accordance with clause 12.

Analyse Local – CT Finder Services: the services provided by the Licensors which identify domestic property that is potentially missing from the Council Tax Valuation List in the Licensee's Relevant Area, as further described in Part 8 of Schedule 1, and which shall, in respect of any realised changes, entitle the Licensors to payment of the CT Contingency Fee in accordance with clause 18.

Analyse Local - SBRR Audit Services: the services provided by the Licensors, and made available via the Website, which enable Authorised Users to investigate and potentially qualify ratepayers in receipt of SBRR, as further described in Part 5 of Schedule 1.

Analyse Local - Virtual Rates Manager Services: the services provided by the Licensors via the Website which enable Authorised Users to access various documents, materials, toolkits, guidance, information and resources relating to rates, as further described in Part 6 of Schedule 1.

Authorised Purpose: the Licensee's internal business purposes.

Authorised Users: those employees, agents and independent contractors of the Licensee who are employed or engaged in the Licensee's Revenues/Finance department and are authorised by the Licensee to use the relevant Services and Documentation, subject always to the Contract.

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

Charges: the charges payable by the Licensee for the supply of the Services in accordance with clause 17 and the Order Form.

Commencement Date: has the meaning given in clause 3.2.

Contingency Fee: the RV Contingency Fee and/or the CT Contingency Fee (as applicable).

Contract: the contract between the Licensors and the Licensee for the supply of Services, comprised of the Order Form and the Terms.

Control: has the meaning given in section 1121 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures: as defined in the Data Protection Legislation.

Council Tax Valuation List: the list of Dwellings liable for Council Tax, collated by the Valuation Office Agency.

Databases: the Analyse 9 & Localise Database, Analyse LOCAL Database, VRM Case Law Database and Rating List Analysis Database.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Documentation: the documents, content, information, toolkits, advice and materials made available by the Licensors in connection with the Services and/or generated, developed, accessed, downloaded or printed by an Authorised User during their receipt and use of the Services.

Discrepancy or New Hereditament: means:

- (a) any increase in a hereditament's rateable value (whether due to a previous undervaluation, a hereditament benefitting from a temporary allowance to which it is no longer entitled, a Material Change in Circumstance (MCC) as defined in Schedule 6 paragraph 2(7) of the Local Government Finance Act 1988 or otherwise); or
- (b) any hereditament which is added to the Rating List; or
- (c) any hereditament re-added to the Rating List after having previously being included in the Rating List.

Dwelling: a unit of assessment for Council Tax.

Hosted Software: the online software applications provided by the Licensor as part of the Analyse Local – Forecasting Services, Analyse Local – RV Finder Services, Analyse Local – CT Finder Services, the SBRR Audit Services, IRRV Training Package Services, the Virtual Rates Manager Services and the Rating List Analysis Services, excluding (unless agreed otherwise in writing by the Licensor) any updates or upgrades to thereto.

Identified: the making available to the Licensee of information or evidence relating to a potential Discrepancy or New Hereditament during the Term (save for during any part of the Term which constitutes a Lead-in Period) by:

- (a) uploading such information or evidence to the Portal; or
- (b) otherwise providing such information or evidence to any Authorised User, including by email (to the email address registered by such Authorised User to access the Analyse Local RV Finder Services) or post (to the Licensee's principal place of business),

and **Identify** and **Identification** shall be construed accordingly.

Intellectual Property Rights: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade 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.

Lead-in Period: the period, if any, as agreed between the parties, which must expire before the Licensor Identifies a potential discrepancy to an existing hereditament or new hereditament or New Domestic Property (as applicable).

Licensed Software: the software applications and portals provided by the Licensor to the Licensee as part of the Analyse 9 & Localise Services.

Licensee: the person, firm or local authority/ies who purchase(s) Services from the Licensor, as specified in the Order Form.

Licensee Default: has the meaning set out in clause 9.2.

Licensor: Inform Holdings Limited registered in England and Wales with company number 14775308 and with its registered office address at 122 Deansgate, Manchester M3 2BY.

Licensor Materials: has the meaning set out in clause 9.1.7.

New Domestic Property: means:

- (a) any Dwelling which is added to the Council Tax Valuation List; or
- (b) any Dwelling re-added to the Council Tax Valuation List after having previously being included in the Council Tax Valuation List.

Order Form: the order for Services to be provided to the Licensee, using the Licensor's standard form order form and provided by the Licensor to the Licensee, as set out overleaf or attached to these Terms, as the case may be.

Portal: means the portal through which the Licensee is granted access to (if applicable, amongst other means/services) the Analyse Local Services.

Preparatory Services: has the meaning set out in clause 6.1.

Ratepayers List: a list, in the form and including the information reasonably requested by the Licensor from time to time, provided in writing by the Licensee to the Licensor promptly following commencement of the SBRR Audit Services and then subsequently from time to time, of all ratepayers with full details of those ratepayers that are in receipt of SBRR.

Rating List: the list maintained by the VOA which specifies details of the rateable value of each hereditament.

Relevant Area: the local authority area for which the Licensee is responsible, if any.

Site: means the site at which the Licensee primarily carries out its business operations, or any other site agreed in writing between the parties.

Services: such of the following products and services as are specified in an Order Form as being purchased by the Licensee: Analyse 9 Services; Analyse Local – Forecasting Services; Analyse Local – RV Finder Services; Analyse Local – CT Finder Services; Virtual Rates Manager Services; SBRR Audit Services; and the Additional Services.

Services Start Date: means the date specified in the Order Form upon which the Services shall commence and, if no such date is stated, the Service Start Date shall be deemed to be the Commencement Date.

Software: means the Installed Software and the Hosted Software.

Term: has the meaning set out in clause 22.1.

Terms: these terms and conditions as amended from time to time in accordance with clause 27.5.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2126) as amended.

User Subscriptions: the user subscriptions purchased by the Licensee pursuant to clause 17 and the Order Form which entitle Authorised Users to access and use the relevant Services and Documentation in accordance with the Contract.

VOA: the Valuation Office Agency, or such other body in England and Wales responsible from time to time for the initial determination of the rateable value of hereditaments or council tax liability of Dwellings.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or in part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Watch List: means:

- (a) in respect of the Analyse Local – RV Finder Services, a list containing full and complete details of all hereditaments in respect of which the Licensee is actively investigating a Discrepancy or New Hereditament; and
- (b) in respect of the Analyse Local – CT Finder Services, a list containing full and complete details of all Dwellings in respect of which the Licensee is actively investigating a potential New Domestic Property,

Website: the private login portal made available via the website located at <http://alrevenues.analyselocal.co.uk> (or such other address as may be notified by the Licenser to the Licensee from time to time).

2.2 Interpretation:

- 2.2.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 2.2.2 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.2.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.2.4 A reference to **writing** or **written** includes and email (to the email address notified for this purpose in writing from time to time).

3. Basis of contract

- 3.1 The Order Form constitutes an offer by the Licenser to supply the Services set out therein in accordance with these Terms.
- 3.2 Save as expressly agreed between the parties, the Order Form shall be capable of acceptance for not more than 20 Business Days following the date of the Order Form (or, if there is not such date, the date the Order Form is made available to the Licensee) and shall be deemed to be accepted and the Contract shall take effect, when a duly authorised representative of the Licensee signs the Order Form, at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 3.3 Any samples, drawings, descriptive matter or advertising issued by the Licenser, and any descriptions or illustrations contained in the Licenser's catalogues or brochures, 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.
- 3.4 These Terms apply to the Contract to the exclusion of any other terms that the Licensee seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 3.5 Any quotation given by the Licenser shall not constitute an offer, and (save as expressly agreed between the parties) is only valid for a period of 20 Business Days from its date of issue.

4. Supply of Services – General Provisions

- 4.1 Subject to the Licensee's payment of the Charges in accordance with clause 17, the Licenser shall supply the Services to the Licensee from the Service Start Date and during the Term on and subject to the terms of the Contract.
- 4.2 The Licenser shall supply the Services in accordance with the description set out in the relevant part of Schedule 1 (as varied in accordance with clause 4.3) in all material respects.
- 4.3 The Licenser reserves the right to amend any Services if necessary to comply with any applicable law or regulatory requirement, if the amendment will not materially affect the nature or quality of the relevant Services, or otherwise in accordance with these Terms and the Licenser shall notify the Licensee in any such event.

- 4.4 The Licensors warrants to the Licensee that the Services will be provided using reasonable care and skill.
- 4.5 The undertaking at clause 4.4 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Licensors instructions, or modification or alteration of the Software or the Services by any party other than the Licensors or the Licensors duly authorised contractors or agents. If the Services do not conform with the warranty at clause 4.4, the Licensors will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Licensee with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Licensees sole and exclusive remedy for any breach of the warranty at clause 4.4.
- 4.6 The Licensors:
- 4.6.1 does not warrant that:
- 4.6.1.1 the Licensees use of the Services will be uninterrupted or error-free; or
- 4.6.1.2 that the Services, Software and/or the Documentation will meet the Licensees requirements.
- 4.6.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Licensee acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 4.7 The Contract shall not prevent the Licensors from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Contract.
- 5. Local Authorities (Contracting out of Tax, Billing, Collection and Enforcement Functions) Order 1996**
- 5.1 The parties agree that the Licensors has been appointed as a provider of the Services and in line with the Local Authorities (Contracting out of Tax, Billing, Collection and Enforcement Functions) Order 1996. The Licensee will only disclose information (to the Licensors) to the extent and for the purpose permitted by the VOA information sharing agreement and the information sharing protocol.
- 6. Installation and Set-Up**
- 6.1 Where the installation or configuration of any Software is required for the provision of the Services, the Licensors shall install the Software to the Licensees equipment and/or configure the Software as the Licensors deems reasonably necessary for the proper operation of the Software (**Preparatory Services**) as soon as reasonably practicable following the Commencement Date at a time mutually agreed between the parties in writing.
- 6.2 The Preparatory Services shall be carried out with reasonable skill and care.
- 7. Restrictions relating to use of the Software and Services**
- 7.1 Except as expressly stated in this clause 7, the Licensee and the Authorised Users have no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Installed Software in whole or in part except to the extent that any reduction of the Software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Installed Software with the operation of other software or systems used by the Licensee, unless the Licensors is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Licensee shall request the Licensors to carry out such action or to provide such information (and shall meet the Licensors reasonable costs in providing that information) before undertaking any such reduction.
- 7.2 The Licensee and the Authorised Users may not use any information provided by the Licensors or obtained by the Licensee or an Authorised User during any reduction permitted under clause 7.1 to create any software whose expression is substantially similar to that of the Installed Software nor use such information in any manner which would be restricted by any copyright subsisting in it.
- 7.3 The Licensee shall not, and shall procure that its Authorised Users shall not, access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
- 7.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 7.3.2 facilitates illegal activity;
- 7.3.3 depicts sexually explicit images;
- 7.3.4 promotes unlawful violence;
- 7.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- 7.3.6 is otherwise illegal or causes damage or injury to any person or property;
- and the Licensors reserves the right, without liability or prejudice to its other rights to or against the Licensee, to disable the Licensees and/or any Authorised Users access to any material that breaches the provisions of this clause.
- 7.4 The Licensee shall not:
- 7.4.1 access all or any part of the Services or Documentation in order to build a product or service which competes with the Software, Services and/or the Documentation;

- 7.4.2 use the Services and/or Documentation to provide services to third parties;
 - 7.4.3 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users;
 - 7.4.1 attempt to obtain, or assist third parties in obtaining, access to the Software, Services and/or Documentation; or
 - 7.4.2 introduce or permit the introduction of, any Virus into the Licensor's network and information systems.
- 7.5 The Licensee shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software, Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Licensee in writing.
- 7.6 The Licensee shall, and shall procure that the Authorised Users shall, use the Software, Services and Documentation solely for the Authorised Purpose and not for any other purpose.
- 7.7 The Licensor may, from time to time, develop updates to and upgrades of the Software which may be made available to the Licensee on terms to be agreed in writing between the parties at the relevant time. If updates or upgrades of the Software are made available to the Licensee, the definition of Hosted Software and/or Installed Software (as the case may be) shall be read and construed to include such software as updated or upgraded.

8. User subscriptions

- 8.1 The Services shall be accessed and used only by Authorised Users.
- 8.2 In relation to the Authorised Users, the Licensee undertakes that:
- 8.2.1 it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the relevant Services and/or Documentation;
 - 8.2.2 each Authorised User shall keep a secure password for his use of the relevant Services and Documentation, and shall change such password no less frequently than monthly and shall keep his password confidential;
 - 8.2.3 it shall maintain a written, up to date list of current Authorised Users and provide such list to the Licensor within 5 Business Days of the Licensor's written request at any time or times;
 - 8.2.4 it shall permit the Licensor or the Licensor's designated auditor to audit the relevant Services in order to establish the name and password of each Authorised User to audit compliance with this Contract;
 - 8.2.5 if any of the audits referred to in clause 8.2.4 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Licensor's other rights, the Licensee (or the Licensor on its behalf) shall promptly disable such passwords and the Licensor shall not issue any new passwords to any such individual; and
 - 8.2.6 if any of the audits referred to in clause 8.2.4 reveal that the Licensee has underpaid Charges for the relevant Services to the Licensor, then without prejudice to the Licensor's other rights, the Licensee shall pay to the Licensor an amount equal to such underpayment as calculated by reference to the Licensor's then current standard Charges, plus any interest due in respect of such underpayment (in accordance with clause 17) from the date such underpayment first occurred until payment in full of such underpaid charges, on demand.

9. Licensee's obligations – general obligations

- 9.1 The Licensee shall:
- 9.1.1 ensure that the terms of the Order Form are complete and accurate;
 - 9.1.2 co-operate with the Licensor in all matters relating to the Services;
 - 9.1.3 provide the Licensor, its employees, agents, consultants and subcontractors, with access to the Licensee's premises, office accommodation and other facilities as reasonably required by the Licensor;
 - 9.1.4 provide the Licensor with such information and materials as the Licensor may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 9.1.5 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - 9.1.6 ensure that its networks and systems comply with the relevant specifications provided by the Licensor from time to time; and
 - 9.1.7 keep all materials, equipment, documents and other property of the Licensor (**Licensor Materials**) at the Licensee's premises in safe custody at its own risk, maintain the Licensor Materials in good condition until returned to the Licensor, and not dispose of or use the Licensor Materials other than in accordance with the Licensor's written instructions or authorisation.
- 9.2 If the Licensor's provision of any Services or performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Licensee or failure by the Licensee to perform any relevant obligation (**Licensee Default**):
- 9.2.1 without limiting or affecting any other right or remedy available to it and without any liability whatsoever to the Licensee, the Licensor shall have the right to suspend performance of all the Services (and not just the affected Services) until the

Licensee remedies the Licensee Default, and to rely on the Licensee Default to relieve it from the performance of any of its obligations in each case to the extent the Licensee Default prevents or delays the Licensors performance of any of its obligations;

- 9.2.2 the Licensors shall not be liable for any costs or losses sustained or incurred by the Licensee arising directly or indirectly from the Licensors failure or delay to perform any of its obligations as set out in this clause 9.2; and
- 9.2.3 the Licensee shall reimburse the Licensors on written demand for any costs or losses sustained or incurred by the Licensors arising directly or indirectly from the Licensee Default.

10. Analyse 9 Services

The provisions of this clause 10 shall apply only if the Licensee purchases Analyse 9 & Localise Services.

- 10.1 The Charges payable for the Analyse 9 & Localise Services shall be as set out in the Order Form and shall be payable in accordance with clause 17.
- 10.2 The Licensors grants to the Licensee a non-exclusive, non-transferable, revocable licence, without the right to grant sublicences for the Term to use the Installed Software and access and search the Analyse 9 & Localise Database at the Site, solely for the purpose of the receipt of the Analyse 9 & Localise Services and subject to the terms of this Agreement.
- 10.3 For the purposes of clause 10.1, use of the Installed Software shall be restricted to use of the Installed Software by an Authorised User in object code form for the purpose of receipt of the Services (in accordance with this Agreement) in the normal course of the Licensees business (which shall not include allowing the use of the Software by, or for the benefit of, any person other than an Authorised User).
- 10.4 The Licensee may make one backup copy of the Installed Software for its lawful use. The Licensee shall record the number and location of all copies of the Installed Software and take steps to prevent unauthorised copying. Such copy may be used solely for backup purposes and only by the Licensee or an Authorised User.
- 10.5 The Licensors does not warrant that the Analyse 9 & Localise Database is complete, accurate or up to date.

11. Analyse Local – Forecasting Services

The provisions of this clause 11 shall apply only if the Licensee purchases Analyse Local – Forecasting Services.

- 11.1 The Charges payable in respect of the Analyse Local – Forecasting Services shall be as set out in the Order Form and shall be payable in accordance with clause 17.
- 11.2 Although the Licensors uses reasonable endeavours to ensure that it consults all reasonably necessary information sources in connection with its provision of the Analyse Local – Forecasting Services, such services and any Documentation related to such Services shall be an indicative guide only to be used by the Licensee in connection with other information, resources, advice and materials to (subject to clause 11.3) assist the Licensee in forecasting future variations to the Rating List.

The Analyse Local – Forecasting Services shall not constitute advice upon which the Licensee shall wholly rely.

- 11.3 The Licensee hereby acknowledges that any Documentation made available to it in connection with its receipt of the Analyse Local – Forecasting Services is prepared based on the information reasonably available to the Licensors at the time the information upon which such Documentation is based was added to the Analyse 9 & Localise Database. The Licensors provides no guarantee that any future changes to Documentation previously received will be provided to the Licensee in connection with the Analyse Local – Forecasting Services.

12. Analyse Local – RV Finder Services

The provisions of this clause 12 shall apply only if the Licensee purchases Analyse Local – RV Finder Services.

- 12.1 The Charges payable in respect of the Analyse Local – RV Finder Services shall be the RV Contingency Fee, calculated in accordance with the remainder of this clause 12 and payable in accordance with clause 17.
- 12.2 The Licensee shall provide to the Licensors to its assigned RV finder contact a Watch List at the following times:
- 12.2.1 within seven days of the date of the Commencement Date; and
- 12.2.2 thereafter, upon any variations being made by the Licensee to the relevant Watch List previously provided to the Licensors (provided such variations do not relate to hereditaments that have already been Identified by the Licensors).
- 12.3 If any hereditament remains on the Watch List for twelve months or more and is not subject to a Discrepancy or New Hereditament being reflected within the Rating List, such hereditament shall (without the requirement for prior notice) be deemed removed from the Watch List and any Identification in respect of such hereditament made by the Licensors following such date shall be subject to the terms of this clause 12 (and an RV Contingency Fee payable in the event such hereditament is included or its rateable value increased (as applicable) in the Rating List).

- 12.4 Notwithstanding clause 12.3, if the Licensee can demonstrate to the Licensor's reasonable satisfaction that it was actively monitoring an assessment for the relevant hereditament, then the Licensor shall not be entitled to an RV Contingency Fee in respect of such Identification. For the purpose of this clause, active monitoring of an assessment shall be demonstrated to the Licensor's reasonable satisfaction if, within four Business Days of the expiration of this twelve-month period (or within four Business Days of a request from the Licensor) the Licensee provides:
- 12.4.1 dated inspection notes from the previous 12 months relating to the potential Discrepancy or New Hereditament; or
 - 12.4.2 dated communications with the VOA from the previous 12 months relating to the potential Discrepancy or New Hereditament; or
 - 12.4.3 dated BARs or EBARs from the previous 12 months relating to the potential Discrepancy or New Hereditament.
- If the Licensee fails to provide any evidence that the RV Contingency Fee is not payable in respect of a Discrepancy or New Hereditament within four Business Days, the Licensee is deemed to accept that the Discrepancy or New Hereditament has been supplied by the Licensor (whether or not it has accessed details of the Discrepancy or New Hereditament via the Portal or otherwise) it is liable for an RV Contingency Fee for that Discrepancy and New Hereditament in accordance with this clause 12.
- 12.5 Save as expressly required pursuant to clause 12.6, the Licensee shall not take, or fail to take, any steps in reliance upon any potential Discrepancy or New Hereditament Identified in connection with the Analyse Local – RV Finder Services until such time as the Rating List has been updated to reflect such Discrepancy or New Hereditament.
- 12.6 Upon Identification of a potential Discrepancy or New Hereditament, the Licensee shall, as soon as reasonably practicable, and in any case within 20 days of the Identification (and in accordance with Schedule 9, paragraph 6(1) of the Local Government Finance Act 1988), notify the VOA, via a billing authority report (or any other means which may from time to time replace the billing authority report as the proper means of making such notification) of the relevant Discrepancy or New Hereditament. This obligation shall apply both during and following expiry of the Term.
- 12.7 Without prejudice to its other rights and remedies pursuant to the Contract, if the Licensee fails to comply with its obligations pursuant to clause 12.6, the Licensee shall pay to the Licensor, on demand, an amount equal to 10% of the RV Contingency Fee that would have been due had the potential Discrepancy or New Hereditament Identified resulted in a change to the rateable value of the relevant hereditament. The parties confirm that this is a reasonable and proportionate remedy to protect the Licensor's legitimate interest in the Licensee's compliance with clause 12.6. This remedy shall apply both during and following expiry of the Term. Any demand or payment made pursuant to clause 12.6 shall not limit or reduce the Licensee's obligations to pay the RV Contingency Fee, when due, in accordance with the remainder of this clause 12 and clause 17.
- 12.8 Save as expressly specified in clause 12.11, if, following Identification of a potential Discrepancy or New Hereditament for a hereditament, such hereditament is included or its rateable value increased (as applicable) in the Rating List, the Licensee shall pay to the Licensor an amount equal to the RV Finder Contingency % (as set out in the Order Form) of the new rateable value of the hereditament as specified in the Rating List (where the hereditament was not, as at the date of Identification, included in the Rating List) or the difference between the new rateable value of the hereditament and the rateable value as at the date of Identification in each case as set out in the Rating List (where the hereditament was, as at the date of Identification, already included in the Rating List) (**RV Contingency Fee**).
- 12.9 The requirement to pay the RV Contingency Fee shall continue following the expiry of the Term in respect of each potential Discrepancy or New Hereditament Identified during the Term.
- 12.10 The Licensor may issue an invoice in respect of any RV Contingency Fee due to it at any time (both during and following the expiry of the Term) following it becoming aware of the RV Contingency Fee becoming due and such invoice shall be payable in accordance with clause 17.
- 12.11 Save as set out in clauses 12.3 and 12.4, an RV Contingency Fee shall not be payable where the hereditament in respect of which a potential Discrepancy or New Hereditament has been Identified was included in the version of the Watch List provided to the Licensor, in accordance with clause 12.2, prior to the date of Identification.
- 12.12 The RV Contingency Fee shall be non-refundable and shall be paid in full and cleared funds regardless of any subsequent reduction to the rateable value of any relevant hereditament in respect of which the RV Contingency Fee became due.
- 12.13 For the avoidance of doubt, in the event that the Licensor has Identified a potential Discrepancy or New Hereditament and the rateable value of any relevant hereditament is subsequently reduced, there shall be no liability upon the Licensor to compensate the Licensee by any means.
- 12.14 The Licensee warrants that, as at the Commencement Date, it has not appointed, and is not in discussions to appoint, any provider of services the same as or similar to the Analyse Local – RV Finder Services.
- 12.15 If, following the Commencement Date and during the Term, the Licensee intends to engage a third party to provide services the same as or similar to the Analyse Local – RV Finder Services, it shall notify the Licensor in writing providing full details of the proposed service provider and the services they would be providing to the Licensee.
- 12.16 The Licensee may, if the Licensor has not objected to such proposed engagement within ten Business Days of receipt of notification pursuant to clause 12.15, or the Licensor has consented to such proposed engagement, the Licensee may engage such service provider to provide the services notified to the Licensor pursuant to clause 12.15.

- 12.17 If the Licensor, acting reasonably, objects to the engagement of a service provided following receipt of a notice pursuant to clause 12.15, the Licensee shall not engage such service provider at any time during the Term.

13. Analyse Local - Virtual Rates Manager Services

The provisions of this clause 13 shall apply only if the Licensee purchases Virtual Rates Manager Services.

- 13.1 The Charges for the Virtual Rates Manager Services shall be as set out in the Order Form and shall be payable in accordance with clause 17.
- 13.2 The Virtual Rates Manager Services and the Documentation made available to the Licensee and Authorised Users via the Virtual Rates Manager Services (**VRM Documents**) shall be used by the Licensee and the Authorised Users solely for its internal purposes in accordance with these Terms and shall not be sold or made available to any person other than an Authorised User (whether for monetary consideration or otherwise).
- 13.3 The Licensee shall, and shall ensure that each Authorised User shall, comply with the Acceptable Use Policy in respect of its and their receipt of the Virtual Rates Manager Services. The Licensee shall be responsible for and shall indemnify the Licensor in respect of any loss or damage suffered or incurred by the Licensor arising from any breach of the Acceptable Use Policy (whether by the Licensee or an Authorised User).
- 13.4 The Licensee may download and print a reasonable number of copies of any VRM Documents as are reasonably necessary for the Licensee to receive the benefit of the Virtual Rates Manager Services. For the avoidance of doubt, such downloads and prints shall be subject to the terms of this Contract (including the use restrictions set out in clauses 13.2 and 13.3).
- 13.5 The Licensee hereby acknowledges that:
- 13.5.1 the Licensor does not warrant that the Virtual Rates Manager Services, the VRM Documents and/or the information obtained by the Licensee or its Authorised Users through the Virtual Rates Manager Services will meet the Licensee's requirements;
 - 13.5.2 the information available in connection with the Virtual Rates Manager Services is provided for general information only and should not be relied upon in isolation or in substitution for taking full and proper professional advice;
 - 13.5.3 whilst the Licensor uses reasonable endeavours to ensure that all information provided in the provision of the Virtual Rates Manager Services is accurate, complete and up to date, the Licensor makes no warranty, guarantee or representation that this is the case;
 - 13.5.4 the Licensor is not responsible for any sites or other resources to which links may be provided as part of the Virtual Rates Manager Services, such links are provided for your information only and should not be interpreted by the Licensee as the Licensor's approval of those linked websites or information the Licensee or its Authorised Users may obtain from them. The Licensor shall not be responsible for any loss or damage suffered by the Licensee or any Authorised User in connection with their access to or use of any third-party site or app; and
 - 13.5.5 the Licensor does not guarantee the continued availability of any aspect of the Virtual Rates Manager Services and such services (or any part of them) may be subject to change at the Licensor's discretion without the requirement for prior notice to the Licensee.
- 13.6 The Licensor shall use reasonable endeavours to respond to any enquiry submitted by the Licensee in connection with the Virtual Rates Manager Services in a timely manner but provide no warranties, guarantees or assurances in respect of the timescales for a response and shall not be liable for any loss or damage suffered by the Licensee arising out of or in connection with any failure by the Licensor to respond to an enquiry within any required timescales.
- 13.7 The Licensor shall not be in breach of this Contract where such breach arises (directly or indirectly) from any failure by the Licensee or any Authorised User to comply with the Acceptable Use Policy.

14. Analyse Local - SBRR Audit Services

The provisions of this clause 14 shall apply only if the Licensee purchases SBRR Audit Services.

- 14.1 The Charges for the SBRR Audit Services shall be as set out in the Order Form and shall be payable in accordance with clause 17.
- 14.2 The Licensee shall provide to the Licensor the Ratepayers List in a common machine readable format. The Licensee acknowledges that the Licensor is unable to provide the SBRR Audit Services if the Ratepayers List is not provided (but the Licensee would still be required to pay for such services).
- 14.3 In respect of the Ratepayers List, the Licensee warrants (without prejudice to the generality of clause 19.1) that:
- 14.3.1 it shall not contain any personal data, save for the name of the persons making the claim for SBRR (where such persons are natural persons) or (where the persons are not natural persons) where the name of the person is included within the hereditament's address;
 - 14.3.2 the processing of any personal data comprised in it has been and will be carried out in accordance with the Data Protection Legislation at all times;
 - 14.3.3 it has not received any notice of any claims or complaints in respect of any breach of the Data Protection Legislation by any data subject whose personal data is included in the Ratepayers List;

- 14.3.4 the Licensee has provided all relevant notices and collected all necessary consents to enable the lawful transfer of the personal data contained in the Ratepayers List to the Licensor; and
- 14.3.5 the processing by the Licensor of the personal data contained in the Ratepayers List for the purpose of providing the SBRR Audit Services shall be compliant with the Data Protection Legislation, without the requirement for the Licensor to take any further steps to ensure such compliance.
- 14.4 The Licensee shall ensure that the Ratepayers List is provided to the Licensee in the form and including the information reasonably required by the Licensee from time to time. The Licensee hereby acknowledges that its compliance with this clause is integral to the provision of the SBRR Audit Services and the Licensor shall not provide any SBRR Audit Services until it has received the Ratepayers List in the form and including the information reasonably required by it.
- 14.5 In respect of any output of the SBRR Audit Services (**SBRR Reports**) and/or documents, content, information or other materials made available to the Licensee in connection with the SBRR Audit Services (**SBRR Templates**), the Licensor does not provide any warranty, guarantee or representation that the SBRR Reports and SBRR Templates are complete, accurate or up to date.
- 14.6 The SBRR Reports and the SBRR Templates shall be used by the Licensee for information purposes only and shall not be relied upon in substitution for taking relevant professional advice and/or the Licensee carrying out its own investigations and enquiries.
- 15. Analyse Local – CT Finder Services**
- The provisions of this clause 15 shall apply only if the Licensee purchases Analyse Local – CT Finder Services.***
- 15.1 The Charges payable in respect of the Analyse Local – CT Finder Services shall be the CT Contingency Fee, calculated in accordance with the remainder of this clause 15 and payable in accordance with clause 17.
- 15.2 The Licensee shall provide to the Licensor to its assigned CT finder contact a Watch List at the following times:
- 15.2.1 within seven days of the date of the Commencement Date; and
- 15.2.2 thereafter, upon any variations being made by the Licensee to the relevant Watch List previously provided to the Licensor (provided such variations do not relate to Dwellings that have already been Identified by the Licensor).
- 15.3 If any potential New Domestic Property remains on the Watch List for twelve months or more and is not subject to the potential New Domestic Property being reflected within the Council Tax Valuation List, such potential New Domestic Property shall (without the requirement for prior notice) be deemed removed from the Watch List and any Identification in respect of such potential New Domestic Property made by the Licensor following such date shall be subject to the terms of this clause 18 (and a CT Contingency Fee payable in the event such potential New Domestic Property is included in the Council Tax Valuation List).
- 15.4 Notwithstanding clause 15.3, if the Licensee can demonstrate to the Licensor's reasonable satisfaction that it was actively monitoring a Dwelling as a potential New Domestic Property, then the Licensor shall not be entitled to a CT Contingency Fee in respect of such Identification. For the purpose of this clause, active monitoring of a potential New Domestic Property shall be demonstrated to the Licensor's reasonable satisfaction if, within four Business Days of the expiration of this twelve-month period (or within four Business Days of a request from the Licensor) the Licensee provides:
- 15.4.1 dated inspection notes from the previous 12 months relating to the potential New Domestic Property; or
- 15.4.2 dated communications with the VOA from the previous 12 months relating to the potential New Domestic Property; or
- 15.4.3 dated BARs or EBARs from the previous 12 months relating to the potential New Domestic Property.
- If the Licensee fails to provide any evidence that the CT Contingency Fee is not payable in respect of a potential New Domestic Property within four Business Days, the Licensee is deemed to accept that the potential New Domestic Property has been supplied by the Licensor (whether or not it has accessed details of the potential New Domestic Property via the Portal or otherwise) it is liable for a CT Contingency Fee for that potential New Domestic Property in accordance with this clause 15.
- 15.5 Save as expressly required pursuant to clause 15.6, the Licensee shall not take, or fail to take, any steps in reliance upon any potential New Domestic Property Identified in connection with the Analyse Local – CT Finder Services until such time as the Council Tax Valuation List has been updated to reflect such potential New Domestic Property.
- 15.6 Upon Identification of a potential New Domestic Property, the Licensee shall, as soon as reasonably practicable, and in any cases within 20 days of the Identification (and in accordance with Schedule 9, paragraph 6(1) of the Local Government Finance Act 1988), notify the VOA, via a billing authority report (or any other means which may from time to time replace the billing authority report as the proper means of making such notification) of the potential New Domestic Property. This obligation shall apply both during and following expiry of the Term.
- 15.7 Without prejudice to its other rights and remedies pursuant to the Contract, if the Licensee fails to comply with its obligations pursuant to clause 18.4, the Licensee shall pay to the Licensor, on demand, an amount equal to 10% of the CT Contingency Fee that would have been due had the potential New Domestic Property Identified resulted in a change to the Council Tax Valuation List. The parties confirm that this is a reasonable and proportionate remedy to protect the Licensor's legitimate interest in the Licensee's compliance with clause 15.4. This remedy shall apply both during and following expiry of the Term. Any demand or payment made pursuant to this clause 15.7 shall not limit or reduce the Licensee's obligations to pay the CT Contingency Fee, when due, in accordance with the remainder of this clause 15 and clause 17.

- 15.8 Save as expressly set out in clause 15.11, if following Identification of a potential New Domestic Property, such Dwelling is included in the Council Tax Valuation List, the Licensee shall pay to the Licensor an amount equal to the CT Finder Contingency % (as set out in the Order Form) of the annual council tax liability for the relevant Dwelling, as specified in the Council Tax Valuation List (**CT Contingency Fee**).
- 15.9 The requirement to pay the CT Contingency Fee shall continue following the expiry of the Term in respect of each New Domestic Property Identified during the Term.
- 15.10 The Licensor may issue an invoice in respect of any CT Contingency Fee due to it at any time (both during and following the expiry of the Term) following it becoming aware of the CT Contingency Fee becoming due and such invoice shall be payable in accordance with clause 17.
- 15.11 Save as set out in clauses 18.3 and 18.4, a CT Contingency Fee shall not be payable where a New Domestic Property that has been Identified was included in the version of the Watch List provided to the Licensor, in accordance with clause 15.2, prior to the date of Identification.
- 15.12 The CT Contingency Fee shall be non-refundable and shall be paid in full and cleared funds regardless of any subsequent reduction to the rateable value of any relevant Dwelling in respect of which the CT Contingency Fee became due.
- 15.13 For the avoidance of doubt, in the event that the Licensor has Identified a New Domestic Property and the New Domestic Property is subsequently removed from the Council Tax Valuation List there shall be no liability upon the Licensor to compensate the Licensee by any means.
- 15.14 The Licensee warrants that, as at the Commencement Date, it has not appointed, and is not in discussions to appoint, any provider of services the same as or similar to the Analyse Local – CT Finder Services.
- 15.15 If, following the Commencement Date and during the Term, the Licensee intends to engage a third party to provide services the same as or similar to the Analyse Local – CT Finder Services, it shall notify the Licensor in writing providing full details of the proposed service provider and the services they would be providing to the Licensee.
- 15.16 The Licensee may, if the Licensor has not objected to such proposed engagement within ten Business Days of receipt of notification pursuant to clause 15.15, or the Licensor has consented to such proposed engagement, the Licensee may engage such service provider to provide the services notified to the Licensor pursuant to clause 15.15.
- 15.17 If the Licensor, acting reasonably, objects to the engagement of a service provider following receipt of a notice pursuant to clause 15.15, the Licensee shall not engage such service provider at any time during the Term.
- 16. Additional Services**
- 16.1 The Licensee may, at any time, by notice in writing to the Licensor request that the Licensor provides Additional Services to the Licensee.
- 16.2 If the Licensor accepts such request, it shall notify the Licensee and the parties shall enter into good faith discussions to agree the scope of such Additional Services and the terms upon which such Additional Services shall be provided. Agreed terms shall be documented in writing and signed by authorised representatives of each party, at which point such terms shall become binding.
- 16.3 Unless agreed otherwise, the terms and conditions set out in these Terms shall also apply to the Additional Services.
- 17. Charges and payment**
- 17.1 The Charges for the Services shall be as set out within the Order Form and clauses 10 to 17 (as applicable).
- 17.2 The Charges for the Services shall be payable as follows:
- 17.2.1 where the Charges are annual or one-off charges, in advance on the Commencement Date and on each anniversary of the Commencement Date during the Term thereafter; and
- 17.2.2 where the Charges are monthly, within 14 days following the date of an invoice in respect of such Charges and
- 17.2.3 where the Charges are a Contingency Fee, 14 days following the date of an invoice in respect of such Contingency Fee.
- 17.3 The Licensor reserves the right to increase the subscription charges per annum and shall increase in line with the Consumer Prices Index (CPI) as published by the Office for National Statistics for the 12-month period to the preceding December.
- 17.4 The Licensee shall pay each invoice submitted by the Licensor in full and in cleared funds to a bank account nominated in writing by the Licensor, and time for payment shall be of the essence of the Contract.
- 17.5 All amounts payable by the Licensee under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Licensor to the Licensee, the Licensee shall, on receipt of a valid VAT invoice from the Licensor, pay to the Licensor 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.
- 17.6 If the Licensee fails to make a payment due to the Licensor under the Contract by the due date, then, without limiting the Licensor's remedies under clause 225 the Licensee shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 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%.

17.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

18. Intellectual property rights

18.1 The Licensee acknowledges and agrees that the Licensor and/or its licensors own all Intellectual Property Rights in the Services (including, without limitation, the Databases and the Software) and the Documentation (including the Training Materials, VRM Documents, SBRR Reports and SBRR Templates). Except as expressly stated herein, this Contract does not grant the Licensee any right to, under or in, any such Intellectual Property Rights.

18.2 The Licensee grants the Licensor a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Licensee to the Licensor for the term of the Contract for the purpose of providing the Services to the Licensee.

19. Data protection

19.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 19 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 19, **Applicable Laws** means (for so long as and to the extent that they apply to the Licensor) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.

19.2 Schedule 2 sets out the scope, nature and purposes of processing by the Licensor and the types of personal data and categories of data subject.

19.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Licensee is the controller and the Licensor is the processor.

19.4 Without prejudice to the generality of clause 19.1, the Licensee will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Licensor for the duration and purposes of the Contract.

19.5 Without prejudice to the generality of clause 19.1, the Licensor shall, in relation to any personal data processed by it as processor in connection with the performance by the Licensor of its obligations under the Contract:

19.5.1 process that personal data only to the extent required to provide the Services in accordance with this Contract and, otherwise, on the documented written instructions of the Licensee unless the Licensor is required by Applicable Laws to otherwise process that personal data. Where the Licensor is relying on Applicable Laws as the basis for processing personal data, the Licensor shall promptly notify the Licensee of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Licensor from so notifying the Licensee;

19.5.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of such personal data and against accidental loss or destruction of, or damage to, such 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, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

19.5.3 ensure that all personnel who have access to and/or process such personal data are obliged to keep the personal data confidential;

19.5.4 not transfer any personal data outside of the European Economic Area unless the prior written consent of the Licensee has been obtained and the following conditions are fulfilled:

19.5.4.1 the Licensee or the Licensor has provided appropriate safeguards in relation to the transfer;

19.5.4.2 the data subject has enforceable rights and effective legal remedies;

19.5.4.3 the Licensor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

19.5.4.4 the Licensor complies with reasonable instructions notified to it in advance by the Licensee with respect to the processing of the personal data;

19.5.5 provide reasonable assistance to the Licensee, at the Licensee's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

19.5.6 notify the Licensee without undue delay on becoming aware of a personal data breach concerning such personal data;

19.5.7 at the written direction of the Licensee, delete or return such personal data and copies thereof to the Licensee on termination of the agreement unless required by Applicable Law to store the personal data;

19.5.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 19 and allow for the Licensor (at the Licensor's cost) to audit such records during the hours of 9.00am to 5.00pm on any Business Day, subject to

the Licensee providing not less than 30 days prior written notice of its intention to carry out such audit and it not having carried out an audit in the previous twelve months; and

19.5.9 promptly inform the Licensee if, in the opinion of the Licensor, an instruction infringes the Data Protection Legislation.

19.6 The Licensee consents to the Licensor appointing third party processors of personal data under the Contract. The Licensor confirms that it has entered or (as the case may be) will enter with the third party processor a written agreement incorporating terms which are substantially similar to those set out in this clause 19 and in either case which the Licensor confirms reflect the requirements of the Data Protection Legislation. As between the Licensee and the Licensor, the Licensor shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this clause 19.

20. Indemnity

20.1 The Licensee shall defend, indemnify and hold harmless the Licensor against all and any claims, actions, proceedings, losses, damages, expenses and costs (including any court costs and reasonable legal fees) arising out of or in connection with the Licensee's or its Authorised Users' use of the Services and/or Installed Software and/or the Licensee's breach of this Contract.

21. Limitation of liability: THE LICENSEE'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

21.1 The restrictions on liability in this clause 21 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

21.2 Nothing in the Contract limits any liability which cannot, by law, be limited including liability for:

21.2.1 death or personal injury caused by negligence;

21.2.2 21.2.2 fraud or fraudulent misrepresentation; and

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

21.3 Except as expressly and specifically provided in this Contract:

21.3.1 the Licensee assumes sole responsibility for results obtained from the use of the Services by the Licensee, and for conclusions drawn from such use. The Licensor shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Licensor by the Licensee in connection with the Services, or any actions taken by the Licensor at the Licensee's direction;

21.3.2 no warranty, guarantee or representation is provided in respect of the completeness or accuracy of any documents, materials, information or other content made available by the Services;

21.3.3 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Contract;

21.3.4 the Services and the Installed Software are provided to the Licensee on an "as is" basis; and

21.3.5 the Licensor shall not be responsible for any damage or loss suffered or incurred by the Licensee as a result of its reliance on the Services and/or any documents, materials, information or other content made available by the Services.

21.4 Subject to clause 21.2, the Licensor's total liability to the Licensee in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with this Contract shall not exceed the Charges received by the Licensor from such Licensee, in respect of the Services in relation to which the liability arose, in the twelve months immediately preceding the date the claim arose.

21.5 Subject to clause 21.2, the Licensor shall not be liable in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with this Contract for:

21.5.1 loss of profits.

21.5.2 loss of revenue.

21.5.3 loss of agreements or contracts.

21.5.4 loss of anticipated savings.

21.5.5 loss of use or corruption of software, data or information.

21.5.6 loss of or damage to goodwill; and

21.5.7 indirect or consequential loss.

21.6 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

21.7 This clause 21 shall survive termination of the Contract.

22. Duration and Termination

- 22.1 Subject to the remainder of this clause 22, this Contract shall continue from (unless agreed otherwise in writing) the Commencement Date until the first anniversary of the Services Start Date (or, in respect of the Analyse Local – RV Finder Services, and/or Analyse Local – CT Finder Services (as applicable) the first anniversary of the expiry of the Lead-in Period) (**Initial Term**) and shall automatically extend for twelve months (Extended Term) at the end of the Initial Term and at the end of each Extended Term (**Term**). Either party may give written notice to the other party, not later than three months before the end of the Initial Term or the relevant Extended Term (as the case may be), to terminate the Contract at the end of the Initial Term or the relevant Extended Term (as the case may be).
- 22.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 22.2.1 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 14 days of that party being notified in writing to do so; or
 - 22.2.2 the other party takes any step or action in connection with its entering provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.
- 22.3 Without affecting any other right or remedy available to it, the Licensor may terminate the Contract with immediate effect by giving written notice to the Licensee if the Licensee fails to pay any amount due under the Contract on the due date for payment.
- 22.4 Without affecting any other right or remedy available to it, the Licensor may suspend the supply of Services under the Contract or any other contract between the Licensee and the Licensor if the Licensee fails to pay any amount due under the Contract on the due date for payment, the Licensee becomes subject to any of the events listed in clause 22.2.2, or the Licensor reasonably believes that the Licensee is about to become subject to any of them.

23. Consequences of termination

- 23.1 On termination of the Contract the Licensee shall:
- 23.1.1 immediately pay to the Licensor all of the Licensor's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Licensor shall submit an invoice, which shall be payable by the Licensee immediately on receipt;
 - 23.1.2 permanently delete or return (at the Licensor's option) to the Licensor all Documentation (including the Licensor Materials, VRM Documents, SBRR Reports and SBRR Templates) (whether saved electronically or otherwise) and all copies of the Software made pursuant to clause 10.4.
- 23.2 Termination of this Contract, howsoever arising, shall not affect the Licensee's obligation to pay the Contingency Fees to the Licensor in accordance with clauses 12, 15 and 18.
- 23.3 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, 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.
- 23.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

24. General**24.1 Force majeure.**

- 24.1.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

24.2 Assignment and other dealings.

- 24.2.1 The Licensor may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 24.2.2 The Licensee shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

24.3 Confidentiality.

- 24.3.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 24.3.2.
- 24.3.2 Each party may disclose the other party's confidential information:
 - 24.3.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 24.3; and

24.3.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

24.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

24.4 **Entire agreement.**

24.4.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

24.4.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

24.4.3 Nothing in this clause shall limit or exclude any liability for fraud.

24.5 **Variation.**

Except as set out in these Terms, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

24.6 **Waiver.**

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract 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 Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

24.7 **Severance.**

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 24.7 shall not affect the validity and enforceability of the rest of the Contract.

24.8 **Notices.**

24.8.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); sent by fax to its main fax number; or sent by email to the email address(es) notified in writing for this purpose from time to time.

24.8.2 Any notice shall be deemed to have been received:

24.8.2.1 if delivered by hand, on signature of a delivery receipt; and

24.8.2.2 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; and

24.8.2.3 if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 24.8.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

24.8.3 This clause 24.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

24.9 **Third party rights.**

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

24.10 **Governing law.**

The Contract, 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 law of England and Wales.

24.11 **Jurisdiction.**

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

Schedule 1**Part 1****Analyse 9 Services**

The software (including a database) which, subject to clause 10, includes previous and current versions of the Rating List (as such subsists from time to time), enabling users to search for our pieces of Rating List information using various search parameters (including, inter alia, Postcode, Billing Authority Reference, PSD Code, etc). Information can be extracted in a number of ways, including (inter alia) as PDF reports (such as Detailed Assessment Reports and Summary Valuation Reports), and Excel Workbooks.

Part 2**Analyse Local - RV Finder Services**

The services provided by the Licensor which identify rateable hereditaments that are potentially missing from or potentially undervalued in the Rating List in Licensee's Relevant Area and which shall, in respect of any realised changes, entitle the Licensor to payment of the RV Contingency Fee. The information is provided in a number of ways, including via the Portal, and through the inclusion of detailed Property Assessment Reports. An assigned RV Finder contact is provided. Template Billing Authority Reports may be provided to assist Authorised Users with the submission of information to the VOA.

Part 3**Analyse Local - Forecasting Services**

The services provided by the Licensor and accessed via the Website which assist Authorised Users to identify where the rateable value of any hereditament may be subject to challenge, appealed and/or where there may otherwise be risk of change to such value. Various reports are provided which seek to analyse the challenges and appeals outstanding with the VOA, with loss estimates supplied. Potential threats to rateable value are provided through an analysis of (inter alia); changes in rateable value between Rating Lists, types of hereditament, location and wider trends.

Part 4**Analyse Local - SBRR Audit Services**

The services provided by the Licensor, and made available via the Website, which (provided that the aforementioned 'Ratepayer's List is supplied by the Licensee) assist Authorised Users in investigating and potentially qualifying ratepayers in receipt of SBRR. The information is presented in the form of tables and graphs, supplied via the Website. The Authorised User may interact with the information (for example, by changing the status of a case), and download template documents.

Part 5**Analyse Local - Virtual Rates Manager**

The Virtual Rates Manager portal enables Authorised Users to access various documents, materials, toolkits, guidance, and information and resources relating to rates.

Part 6**Analyse Local - CT Finder Services**

The services which identify domestic property that is potentially missing from the Council Tax Valuation List in Licensee's Relevant Area and which shall, in respect of any realised changes to the Council Tax Valuation List, entitle the Licensor to payment of the CT Contingency Fee. The information is provided in a number of ways, including via the Portal, and through the inclusion of detailed Property Assessment Reports. An assigned CT Finder contact is provided. Template Billing Authority Reports may be provided to assist Authorised Users with the submission of information to the VOA.

Schedule 2

1. Processing by the Licensor

Processing to establish Authorised Users and enable them to access the Services and, for the purpose of the SBRR Audit Services, for the purpose of providing such services to the Licensor.

2. Types of personal data and data subjects

Names
and passwords of Authorised Users

Names of living individuals claiming SBRR.

Names of individuals whose business is claiming SBRR