

Liberata

Anytime

Terms & Conditions
January 2026

 Liberata
 liberata.com

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Anytime – Terms and Conditions

1. Interpretation

- 1.1. "Act" means Directive 2002/58/EC, the Data Protection Act 1998 (as amended or superseded by the Data Protection Act 2018), General Data Protection Regulation (Regulation (EU) 2016/679) and any other instruments, codes of practice, guidance notes, decisions or recommendations issued by the Information Commissioner from time to time.
- 1.2. "Date of Commencement" means the first day on which We perform the individual Services for You or other date as specified in the relevant appendix.
- 1.3. "Intellectual Property Rights" means any and all patents, patent applications, trademarks, trademark applications, trade names, registered designs, copyright, database rights or other similar intellectual property rights created, developed, subsisting or used in connection with the Services, whether in existence at the date of this Agreement or created in the future.
- 1.4. "Fees" means the charges payable by You to Us under this Agreement set out in the relevant appendix.
- 1.5. "Memorandum of Understanding" ("MoU") means the 2013-2014 Memorandum of Understanding between the Department for Work and Pensions and Local Authorities produced by the Department for Work and Pensions ("DWP") as substituted and updated from time to time by the DWP.
- 1.6. "Restricted Data" means the same as the definition of Restricted Data in the MoU.
- 1.7. "Services" means Liberata Anytime Services Which We provide to You, and which includes the use of services and Software accessed through the Cloud from Liberata and other websites We may make available to You.
- 1.8. "Software" means any software installed, implemented, supported, or accessed through the Cloud from Liberata and other websites We may make available to You and includes computer software, programmes, scripts, any data supplied with it, associated media, printed materials and any electronic documentation (Documentation).
- 1.9. "Term" means the period set out in the relevant appendix.
- 1.10. "Working Days" means Monday to Friday inclusive, except for bank holidays and public holidays in England.
- 1.11. "Us" (including "We" and "Our") means Liberata UK Limited and any of its affiliated or associated companies.
- 1.12. "You" (including "Your") means the organisation receiving the Services.

2. Services

- 2.1. We will provide the Services to You subject to these terms.
- 2.2. Because of the nature of the work We will undertake, we both accept that it may be necessary to agree to alter or adapt the Services. We both therefore accept that any changes or additions to the Services or these terms will be valid only if we agree them in advance and in writing.
- 2.3. We will take all reasonable steps to comply with any timetable or other targets for progress or delivery of the whole or any agreed part of the Services or the completion of the Services which We have agreed in writing with You.

3. Charges and Payment

- 3.1. After the initial term, prior to any extension, We may need to amend Our Service Charges. If We need to do so, We will notify You that We will be doing this a month before We make the change and of the amount of the new Service Charges.
- 3.2. You must pay Our Fees within 30 days of receipt of a valid invoice. If You do not agree with any element of Our Fees,

You must pay the undisputed element of the invoice within this 30-day period.

4. Duration and Termination

- 4.1. Without prejudice to any other rights or remedies we may have, we may each terminate the Agreement immediately without liability to the other if the other party commits a material or persistent breach of these terms and (if that breach can be remedied) does not remedy that breach within 30 days of that party being notified in writing of the breach.
- 4.2. This Agreement remains in force until the expiry or termination of the Services set out in the appendices.
- 4.3. If We cease (or threaten to cease) carrying on business during the Term of the Agreement; or become insolvent; or have a receiver, administrative receiver or manager appointed over the whole or any part of Our assets; or if We enter into any composition with creditors generally; or if We have an order made or resolution passed for Us to be wound up (otherwise than as a way of furthering any scheme for Our amalgamation or reconstruction); or if We otherwise undergo any similar process, then in any such circumstances You may, (provided that You do not do so unreasonably or vexatiously) terminate this Agreement immediately on giving Us written notice that You have done so.
- 4.4. When this Agreement expires or is terminated, We will return to you all correspondence, documents, papers and any other property belonging to You which may be in Our possession or under Our control.
- 4.5. Upon termination for any reason:
- 4.6. You will remain liable to pay and will pay Our Fees for Services undertaken under this Agreement prior to the date of termination;
- 4.7. all rights granted to you under this Agreement shall cease;
- 4.8. You must cease all activities authorised by this Agreement; and
- 4.9. You must immediately cease to use, delete or remove any of the Software in your possession from all computer equipment in your possession and immediately destroy or return to Us (at Our option) all copies of the Software then in Your possession, custody or control and, in the case of destruction, certify to Us that You have done so.

5. Data Protection

- 5.1. We will both comply with our respective obligations under current data protection legislation, including the Act, which arise in connection with the Agreement regarding the use of Personal Data.
- 5.2. You have the necessary individual consent and authorisation to use and to allow Us to use and process the Personal Data to provide the Services.
- 5.3. We will in Our capacity as data processor under the Act process the Personal Data strictly in accordance with Your instructions and We will put in place and maintain throughout the term of this Agreement appropriate technical and organisational security measures to safeguard the Personal Data against unauthorised or unlawful processing and against loss, destruction, theft, damage or disclosure. Where and to the extent that We are obliged by law to process data without first having obtained, or contrary to Your instructions, We will notify You that We are so obliged unless We are prevented by law from doing so.
- 5.4. We will ensure that only such of Our employees whom We may require to assist Us in meeting Our obligations under this Agreement shall have access to Personal Data and ensure that all such employees have undergone

training in the law of data protection and in the care and handling of Personal Data.

- 5.5. We will allow Our data processing facilities procedures and documentation (and those of any subcontractors permitted by You to process Your Personal Data) to be inspected and/or reviewed by You or any third party authorised by You, on reasonable request in order to ascertain compliance with the Act and relevant laws and will assist You with such subject information requests as may be received from data subjects provided that such assistance is consistent with prior best practice.
- 5.6. We agree that, to the extent that We receive, or otherwise have access to, any Personal Data regarding You, Your employees or other individuals in connection with this Agreement, then We shall:
 - 5.7. use, store and otherwise process such information only (a) to the extent necessary to carry out Our obligations under this Agreement, and (b) as may be instructed by You from time to time;
 - 5.8. keep Personal Data confidential and not disclose it to any third parties (including sub-processors) unless You instruct Us in writing to do so;
 - 5.9. limit access by Our employees to Personal Data on a need-to-know basis and impose on such employees' obligations of confidentiality and security equivalent to those contained in this Agreement;
 - 5.10. promptly notify You of the actual or suspected loss, compromise, corruption or any unauthorised access to, or breach of the security of, any Personal Data and provide You with such assistance as You may reasonably require in relation to any such circumstance and/or any investigation by any regulator (including the Information Commissioner's Office);
 - 5.11. promptly and in a secure manner return or destroy the personal data within 5 Working Days of a written request from You and/or upon termination or expiry of this Agreement, pursuant to Your written direction, except to the extent that and for as long as it is required for legal or regulatory purposes to retain such Personal Data; and
 - 5.12. without limiting the foregoing, comply with all applicable privacy laws and regulations.
- 5.13. We shall not transfer personal information or data outside the European Economic Area without Your prior written consent in each case.
- 5.14. So far as is necessary to fulfil the obligations arising under the Act, this Clause 5 shall survive termination of this Agreement.
- 5.15. For the purposes of this Clause 5, "Personal Data" and "processing" shall have the meanings given to them and used in the Act.
- 5.16. You will only use the information We provide to You for Your own internal use in relation to the Services and not share it with any third party, although You may share it with any relevant government bodies or government organisations if entitled or required to do so by law or statutory power.
- 5.17. We will each indemnify the other against all losses, liabilities, costs, claims, demands and expenses incurred by the indemnified party where the indemnifying party has breached this Clause 5. This indemnity is conditional upon the indemnifying party being allowed the exclusive right to control the investigation, defence and settlement of each such claim and the indemnified party providing reasonable assistance in the defence of the claim (and making no admission in relation to any claim arising by breach of this Clause 5).
- 5.18. We will follow all reasonable vetting procedures in terms of Government Connect compliance for all staff who are to have access to Your data.
- 5.19. We will notify You immediately in the event of any breaches or potential breaches of security by Us, Our staff, employees, consultants, partners or other Liberata Anytime customers in relation to this Agreement.

6. Access to CIS and Restricted Data Handling

- 6.1. In relation to all Restricted Data, both parties shall always comply with the requirements of the Memorandum of Understanding (MoU) which governs access to Department of Work and Pensions' (DWP) Customer Information System (CIS).
- 6.2. CIS access will be exclusively via Government Connect Secure Extranet (GCSX) or other Government Secure Intranet (GSI) family connections. In this respect, We are required to access the CIS via its own Code of Connection (CoCo) approved GCSX connection and must always comply with the requirements of that connection.
- 6.3. Exchanges of Restricted Data provided to Us and or You pursuant to DWP's Pension, Disability and Carers Service (PDCCS) Joint Working Partnership Agreements must be via secure e-mail over GCSX or other GSI family connections (e.g. using .gcsx, .gsi, or .gse e-mail addresses, but not .gov.uk addresses).
- 6.4. We will comply with the DWP's Employee Authentication Service (EAS) terms and conditions and the identity requirements of the DWP National Registration Authority. We have carried out appropriate security checks on any staff whom we assign to have access to CIS on Your behalf.
- 6.5. You may take any necessary steps to check that We are always complying with the requirements of the DWP for the handling of Restricted Data and that any changes in these requirements are implemented within the timescales required by the DWP.
- 6.6. We will follow all reasonable vetting procedures in terms of Government Connect compliance for all staff who are to have access to Your and DWP data.
- 6.7. We will notify You immediately in the event of any breaches or potential breaches of security by Us, Our staff or employees relating to Our use of CIS or EAS in relation to this Agreement.

7. Licence and Acceptable Use

- 7.1. If You submit content to any Services, You give Us and third parties We work with a licence to use, host, store, reproduce, modify, create derivative works (such as those resulting from changes which make Your content work better with the Services), communicate and distribute such content. The rights that You grant in this licence are for the limited purpose of operating and improving the Services and for developing new Services. The licence continues even after You stop using the Services. You must make sure that You have the necessary rights to grant Us a licence for any content that You submit.
- 7.2. We will grant You a non-exclusive, non-transferable right to use the Software (and Our Intellectual Property Rights) solely for Your internal business operations. This right is for the sole purpose of enabling You to use and enjoy the benefit of the Services and is subject to the restrictions set out below in this Clause 7 and elsewhere in these terms and conditions.
- 7.3. You will not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means or remove, alter, or destroy any logo, copyright or proprietary notice, legend, symbol, label, watermark, signature or any other like mark affixed to or embedded in any content provided by Us.
- 7.4. You will not attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software, except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with

another software program, and provided that the information obtained by You during such activities:

- 7.4.1. is used only for the purpose of achieving interoperability of the Software with another software program; and
 - 7.4.2. is not unnecessarily disclosed or communicated to any third party without Our prior written consent; and
 - 7.4.3. is not used to create any software which is substantially similar to the Software.
- 7.5. You will not:
- 7.5.1. access all or any part of the Software in order to build a product or service which competes with the Services; or
 - 7.5.2. use the Software to provide services to third parties; or
 - 7.5.3. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Software available to any third party; or
 - 7.5.4. assist third parties in obtaining, access to the Services and/or Software.
- 7.6. You will use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or Software and, in the event of any such unauthorised access or use, promptly notify Us.
- 7.7. You will not store, distribute or transmit any viruses, software, code, file or program, or any material through the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities.
- 7.8. You will not attempt to breach, test or circumvent installed data security protection methods or take any action which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware, network, data or any other service or device.
- 7.9. You will not share accounts or allow users to access the Software with another user's account, and You will notify us promptly of any changes to relevant information about users provided as part of the registration process, including leavers.
- 7.10. You will not use the Software in a manner which, in Our reasonable opinion, We consider to be unacceptable. This includes, but is not limited to:
- 7.10.1. distribute information, which is defamatory, offensive, harmful, threatening, vulgar, obscene, libellous, invasive of another's privacy, inflammatory, hateful, harmful to minors or otherwise objectionable; or
 - 7.10.2. use any information provided in the Services for the sending of spam, bulk email messages, bulk instant messages or chain letters; or
 - 7.10.3. attempt to gain unauthorised access to secured services, features, systems and/or confidential information; or
 - 7.10.4. use the Software in any manner which may result in the infringement of any third party's Intellectual Property Rights or the dissemination of business secrets;
 - 7.10.5. use the Software in any other manner incompatible with the purpose of the Services.
- 7.11. You will ensure that Your users comply with Our information security policies, procedures and guidelines, which will be made available on request.
- 7.12. You agree that We may access, preserve and disclose Your account information and content if required to do so by law or in good faith believe that such access is reasonably necessary to:
- 7.12.1. deliver the Services; and

7.12.2. protect Our rights, property, or personal safety, or those of our employees, other users or the public;

7.12.3. and agree that We may use non-intrusive exception monitoring of Your use of the Software to ensure compliance with this Clause 7.

8. Your Obligations

- 8.1. You will, at Your own expense, make all reasonable efforts to provide Us with all of the documents or other materials and data or other information and communications infrastructure We may need to provide the Services in sufficient time to enable Us to meet any agreed timetable or other target for progress or completion of any task.
- 8.2. **You will be responsible for the content of all documents or other materials and will ensure the accuracy of all data or other information which You provide to Us.**
- 8.3. You will make all reasonable efforts to ensure that We are given access to any of Your information, data or personnel and use of any equipment that We need to provide the Services. Unless You give us at least 5 Working Days' prior notice of planned unavailability, We reserve the right to make a reasonable charge for any resources We are unable to utilise or otherwise redeploy for the period for which We are prevented from delivering the Services by the unavailability or poor performance of Your system, We will advise You immediately on becoming aware of the unavailability and/or poor performance of Your system and You will advise Us when the availability and/or performance of Your system is returned to normal.
- 8.4. You will provide Us with guidance and advice about Your processing systems and policy interpretations.
- 8.5. If You receive a complaint concerning any of Our employees, Services or work performed by Us, You will send sufficient details of the complaint to Us so that We can provide a full written explanation about the incident.
- 8.6. We will agree a work programme, and we will each monitor it to ensure that work priorities and targets are met. Specific operational arrangements will be reviewed on a regular basis between our respective representatives. You will provide Us with four weeks' notice of the amount and type of work You wish to allocate to Us, or any amendment to it, and We will use this information when We allocate resources to carry out the work. If You wish to reduce the amount of work You allocate to Us or make a material change in the type of work without this notice period, We reserve the right to charge You for any resources We are unable to reallocate for the balance of the notice period.

9. Our Obligations

- 9.1. We will ensure that all computer equipment and associated software, which We or Our personnel use to perform the Services, are compliant and licensed and contain up-to-date and effective virus protections. We will put right any corruption of data caused by the actions of any of Our personnel at Our own cost.
- 9.2. We acknowledge Your obligations under the Freedom of Information Act 2000 (referred to as the "FOIA") and the Environmental Information Regulations 2004 (referred to as the "EIR") which may require You to provide information relating to this Agreement or Us to a third party.
- 9.3. We will help You to comply with the FOIA and the EIR and will comply with any reasonable request You may make to that end within 10 Working Days of receipt of that request.
- 9.4. For the purposes of this Agreement any information that You are obliged to disclose to a person under the provisions of the FOIA or the EIR and any codes of practice and guidance issued by the Government and the

Information Commissioner will not be treated as confidential.

10. Warranties

- 10.1. We will provide the Services using all reasonable care and skill and, as far as reasonably possible, in accordance with any agreed timetables or other targets for the provision of the Services.
- 10.2. We warrant that:
 - 10.2.1. the Software is, during the term of this Agreement (Warranty Period), free from defects in design, material and workmanship under normal use. If a defect in the medium occurs during the Warranty Period, We will replace it free of charge if you notify Us and (so far as You are able) provide a documented example of such defect or error;
 - 10.2.2. during the Warranty Period, the Software will, when properly used, perform substantially in accordance with the functions described in the Documentation (provided that the Software is properly used on the computer and with the operating system for which it was designed as referred to in the accompanying documentation), and the Documentation correctly describes the operation of the Software in all material respects;
 - 10.2.3. We have tested the Software for viruses using commercially available virus-checking software, consistent with current industry practice.
- 10.3. You acknowledge that the Software has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.
- 10.4. You acknowledge that the Software may not be free of errors or bugs and you agree that the existence of any minor errors shall not constitute a breach of this Agreement.
- 10.5. If, within the Warranty Period, You notify Us in writing of any defect or fault in the Software in consequence of which it fails to perform substantially in accordance with the Documentation, and such defect or fault does not result from You having amended the Software or used it in contravention of the terms of this Agreement, We will, at Our sole option, repair or replace the Software, provided that You make available all the information that may be necessary to assist Us in resolving the defect or fault, including sufficient information to enable Us to recreate the defect or fault.

11. Limitation of Liability

- 11.1. We have negotiated and agreed the Services with You using information which You have provided about Your needs and requirements. We have relied on this information to prepare and cost the Services accordingly.
- 11.2. This condition sets out the entire financial liability of the parties (including any liability for the acts or omissions of their respective employees, agents and subcontractors) to each other in respect of:
 - 11.3. any breach of this Agreement however arising;
 - 11.4. any use made or resale of the Software or the Documentation by You, or of any product or service incorporating any of the Software or the Documentation; and
 - 11.5. any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Licence.
- 11.6. Nothing in this Agreement shall limit or exclude the liability of either party for:
 - 11.7. death or personal injury resulting from negligence; or
 - 11.8. fraud or fraudulent misrepresentation; or
 - 11.9. breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

- 11.10. breach of section 2 of the Consumer Protection Act 1987; or
- 11.11. the deliberate default or wilful misconduct of that party, its employees, agents or subcontractors.
- 11.12. We will not be liable to You for any breach of this Agreement or for any performance failure which is a consequence of Your acts, omissions or defaults.
- 11.13. We will not be liable to You or be considered to be in breach of this Agreement if We delay in performing, or fail to perform, any of Our obligations in relation to the Services, if the delay or failure was beyond Our control (such causes may include, but shall not be limited to, denial of service attacks or loss of internet services, or any act or omission by You which impedes or prevents Us performing the Agreement).
- 11.14. Without prejudice to condition 11.6, neither party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:
 - 11.15. loss of income;
 - 11.16. loss of business profits or contracts;
 - 11.17. business interruption;
 - 11.18. loss of the use of money or anticipated savings;
 - 11.19. loss of information;
 - 11.20. loss of opportunity, goodwill or reputation;
 - 11.21. loss of, damage to or corruption of data; or
 - 11.22. any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise;
- 11.23. provided that this condition 11.14 shall not prevent claims for loss of or damage to Your tangible property that fall within the terms of condition 11 or any other claims for direct financial loss that are not excluded by any of categories a. to h. inclusive.
- 11.24. Subject to conditions 11.6 and 11.14, Our maximum aggregate liability under or in connection with this Agreement, or any collateral contract, whether in contract, tort (including negligence) or otherwise shall not be greater than the aggregate amount of all payments made, due or payable by You to Us in the preceding 12 month period in connection with this Agreement.
- 11.25. This Agreement sets out the full extent of Our obligations and liabilities in respect of the supply of the Services, Software and Documentation. There are no conditions, warranties, representations or other terms, express or implied, that are binding on Us except as specifically stated in this Agreement. Any condition, warranty, representation or other term concerning the supply of the Services, Software and Documentation which might otherwise be implied into or incorporated in this Agreement, or any collateral contract, whether by statute, common law or otherwise, is hereby fully excluded permitted by law.
- 11.26. We will maintain insurance to indemnify Us against liability at law for damages, costs and expenses in respect of claims made against Us because of any neglect, default, error or omission which may occur or which may have been committed when performing Our duties under this Agreement. The amount of that insurance will be for a sum and a range of cover which We consider to be appropriate, and which is consistent with the extent of our liability under this Agreement.
- 11.27. We shall, whenever reasonably required, produce to You evidence of the policy or policies of insurance in the form of a broker's letter and (if required) evidence of the payment of the current premiums. However, You agree that Our confirmation of any levels of cover is evidence that We have adequate and appropriate amounts of insurance, that the levels of cover do not override or extend the limit of liability set out in Clause 11.24, 11.26 and You undertake that You will not make

any claim or claims against Us which exceed that aggregate limit of liability.

12. Intellectual Property

- 12.1. Unless the parties agree otherwise in writing:
 - 12.1.1. You will retain ownership of all Your Intellectual Property Rights of whatever nature and, whether registered or not, in the documents or other material and data or other information which You provide to Us in the context of this Agreement. You will not be considered to have granted Us any licence to use the documents or other material and data or other information other than for use in connection with this Agreement.
 - 12.1.2. We will retain ownership of all Our Intellectual Property Rights of whatever nature and, whether registered or not, in the documents or other material and data or other information which We provide to You in the context of this Agreement. We will not be considered to have granted You any licence to use the documents or other material and data or other information other than for use in connection with this Agreement.
- 12.2. You agree that using the Services does not give You ownership of any Intellectual Property Rights in them or in the content You access. You do not have a right to use any branding or logos used in the Services and You must not remove, alter or obscure any legal notices which are displayed in or with the Services.
- 12.3. Neither party will provide the other party with any documents or other material and data or other information and devices or processes which infringe any third-party intellectual property rights;
- 12.4. If a claim for the infringement of third party Intellectual Property Rights is made or intimated against either party in relation to documents or other material, data and other information or devices and processes provided by either party to the other, the relevant party will indemnify the other against any and all costs, expenses, damages or other losses it suffers or payments it makes in connection with the claim and with any associated judgment or settlement.

13. Transfer of Rights and Obligations

- 13.1. This Agreement is binding on You and Us and on our respective successors and assigns.
- 13.2. You may not transfer, assign, charge or otherwise dispose of this Agreement, or any of Your rights or obligations arising under it, without Our prior written consent.
- 13.3. We may transfer, assign, charge, sub-contract or otherwise dispose of this Agreement, or any of Our rights or obligations arising under it, at any time during the term of the Agreement.

14. Confidentiality

- 14.1. Each party will keep all information that it acquires from the other party (or which it discovers as a result of performing the Agreement) confidential. In particular, Our pricing framework set out in the appendices is supplied to You in confidence and you may not disclose it to any third party. This condition does not, however, apply to information, which is already publicly known, or which becomes publicly known other than as the result of a breach of the Agreement, or which either party is required to disclose because of any statute, regulation or an order of any court or regulatory authority.
- 14.2. Either party may demand that all copies of any such documents or other materials and data or other information are returned within 14 days by giving the other party written notice.
- 14.3. This obligation of confidentiality will remain in force beyond the cessation or other termination of this Agreement.

15. General

- 15.1. Notwithstanding any other provision of this Agreement nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.
- 15.2. The terms of this Agreement represent the entire agreement between the parties and supersede any previous representations or agreements whether recorded in writing or otherwise.

16. Notices

All notices will be sent to the following email addresses:

[] for Us (Liberata) and
[] for You (the organisation receiving the Services).

17. Law and Jurisdiction

This agreement will be governed and construed according to the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

Liberata

For further information on Liberata
and our services please contact us:

2nd Floor Front
60 Cheapside
London EC2V 6AX

+44 (0) 20 7378 3700

Confidentiality Statement

All information contained in this documentation is provided in commercial confidence for the sole use of Liberata UK Limited. The contents of this document shall not be copied, published or disclosed wholly or in part to any party without Liberata UK Limited's prior permission in writing, and shall be held in safe custody. These obligations shall not apply to information which is published or becomes known legitimately from some source other than Liberata UK Limited.