



# SYMOLOGY TERMS & CONDITIONS

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# SYMOLOGY

## TERMS & CONDITIONS

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# Terms and conditions

## 1. Contract Start date and length

- 1.1 The Supplier must start providing the Services on the Effective date.
- 1.2 This Contract will expire on the Expiry date. It will be for up to the Contract term from the Effective date unless extended by the Customer under clause 1.3.
- 1.3 The Customer can extend this Contract, with written notice to the Supplier, by the period in the Call Off Contract.

## 2. Supply of services

- 2.1 The Supplier agrees to supply the Services under the terms of the Contract.
- 2.2 The Supplier undertakes that each Service will meet that as defined in the Call Off Contract and the Service Definition.

## 3. Supplier staff

- 3.1 The Supplier Staff must:
  - 3.1.1 be appropriately experienced, qualified and trained to supply the Services
  - 3.1.2 apply all due skill, care and diligence in faithfully performing those duties
  - 3.1.3 obey all lawful instructions and reasonable directions of the Customer and provide the Services to the reasonable satisfaction of the Customer
  - 3.1.4 respond to any enquiries about the Services as soon as reasonably possible
  - 3.1.5 complete any necessary Supplier Staff vetting as specified by the Customer
- 3.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Customer.
- 3.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 3.4 Without prejudice to any other provision of the Service, the Supplier shall:
  - 3.4.1 ensure that none of its personnel employees engaged in the provision of the Service is paid an hourly wage (or equivalent of an hourly wage) less than the National Living Wage;
  - 3.4.2 ensure that none of its personnel employees engaged in the provision of the Service is paid less than the amount to which they are entitled in their respective contracts of employment;

## 4. Due diligence

- 4.1 Both Parties agree that when entering into a Contract they:
  - 4.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party

- 4.1.2 are confident that they can fulfil their obligations according to the Contract terms
- 4.1.3 have raised all due diligence questions before signing the Contract
- 4.1.4 have entered into the Contract relying on its own due diligence

## **5. Business continuity and disaster recovery**

- 5.1 The Supplier will have a clear business continuity and disaster recovery plan in their service descriptions.
- 5.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.

## **6. Payment, VAT and Contract charges**

- 6.1 The Customer must pay the Charges following clauses 6.2 to 6.11 for the Supplier's delivery of the Services.
- 6.2 The Customer will pay the Supplier within the number of days specified in the Call Off Contract, upon receipt of a valid invoice.
- 6.3 The Contract Charges include all Charges for payment Processing.
- 6.4 All Invoices payable by the Customer to the Supplier will include VAT at the appropriate Rate.
- 6.5 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 6.6 The Supplier will indemnify the Customer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Contract. The Supplier must pay all sums to the Customer at least 5 Working Days before the date on which the tax or other liability is payable by the Customer.
- 6.7 The Supplier must not suspend the supply of the Services unless the Supplier is entitled to End this Contract under clause 1.14.5 for Customer's failure to pay undisputed sums of money. Interest will be payable by the Customer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 6.8 If there's an invoice dispute, the Customer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Customer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Customer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.

- 6.9 Due to the nature of Services it isn't possible to exactly define the consumption of services over the duration of the Contract. The Supplier agrees that the Customer's volumes indicated are indicative only.
- 6.10 All Annual Charges payable by the Customer to the Supplier will include RPI.

## **7. Recovery of sums due and right of set-off**

- 7.1 If a Supplier owes money to the Customer, the Customer may deduct that sum from the Contract Charges.

## **8. Insurance**

- 8.1 The Supplier will maintain the insurances required by the Customer including those in this clause.
- 8.2 The Supplier will ensure that:
- 8.2.1 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Customer's benefit
  - 8.2.2 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of the value specified in Call Off Contract for each individual claim during the Contract, and for the period specified in Call Off Contract after the End or Expiry Date
  - 8.2.3 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of the value specified in Call Off Contract for each individual claim during the Contract, and for the period specified in Call Off Contract after the End or Expiry Date
- 8.3 If requested by the Customer, the Supplier will provide the following to show compliance with this clause:
- 8.3.1 a broker's verification of insurance
  - 8.3.2 receipts for the insurance premium
  - 8.3.3 evidence of payment of the latest premiums due
- 8.4 Insurance will not relieve the Supplier of any liabilities under this Contract and the Supplier will:
- 8.4.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
  - 8.4.2 promptly notify the insurers in writing of any relevant material fact under any Insurances
  - 8.4.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance
- 8.5 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.
- 8.6 The Supplier will notify the Customer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, ended or not renewed.

- 8.7 The Supplier will be liable for the payment of any:
- 8.7.1 premiums, which it will pay promptly
  - 8.7.2 excess or deductibles and will not be entitled to recover this from the Customer

## 9. Confidentiality

- 9.1 Subject to clause 19.1 the Supplier must during and after the Term keep the Customer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated in clauses 9.2 to 9.4. The indemnity doesn't apply to the extent that the Supplier breach is due to a Customer's instruction.
- 9.2 Unless disclosure is expressly permitted elsewhere in this Contract Agreement, each Party will:
- 9.2.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly
  - 9.2.2 not disclose it without the relevant Party's written consent
- 9.3 The Confidentiality clauses will not apply to any Confidential Information received by one Party from the other which:
- 9.3.1 is or becomes public knowledge (unless by breach of this Contract)
  - 9.3.2 was already in the possession of the receiving Party without restriction as to its disclosure
  - 9.3.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure
  - 9.3.4 is information independently developed without access to the other Party's Confidential Information
  - 9.3.5 must be disclosed under a statutory or legal obligation
  - 9.3.6 is disclosed on a Confidential Basis to a professional adviser
- 9.4 The Supplier will maintain physical and IT security that follows Good Industry Practice to ensure there is no unauthorised access to any Buyer Confidential Information and data.

## 10. Intellectual Property Rights

- 10.1 Unless otherwise specified in this Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its Licensors.
- 10.2 The Supplier grants the Customer a non-exclusive, non-transferable right to use the Software insofar as that is necessary to the Customer receiving the full benefit of the Service, on the understanding that the Intellectual Property Rights of the Software remain with the Supplier or, in the case of third-party software, with the third-party supplier from which it is licensed.

- 10.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Customer can receive the full benefit of the Service.
- 10.4 The Supplier must promptly inform the Customer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence.
- 10.5 The Supplier will, on written demand, fully indemnify the Customer for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:
  - 10.5.1 rights granted to the Customer under this Contract
  - 10.5.2 Supplier's performance of the Services
  - 10.5.3 use by the Customer of the Services
- 10.6 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Customer in writing and must at its own expense after written approval from the Customer, either:
  - 10.6.1 modify the relevant part of the Services without reducing its functionality or Performance
  - 10.6.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Customer
  - 10.6.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Customer
- 10.7 Clause 10.5 will not apply if the IPR Claim is from:
  - 10.7.1 the use of data supplied by the Customer which the Supplier isn't required to verify under this Contract
  - 10.7.2 other material provided by the Customer necessary for the Services
  - 10.7.3 the use of licenced data supplied by the Customer, which has been confirmed in writing to the Supplier, that the Supplier use is subsequently licenced
- 10.8 If the Supplier does not comply with clauses 10.2 to 10.6, the Customer may End this Contract for Material Breach.
- 10.9 On Contract End, all IPRs granted as part of this Contract are terminated forthwith.

## **11. Protection of information**

- 11.1 The Supplier must:
  - 11.1.1 comply with the Customer's written instructions and this Contract when Processing Customer Personal Data
  - 11.1.2 only Process the Customer Personal Data as necessary for the provision of the Services or as required by Law or any Regulatory Body
  - 11.1.3 take reasonable steps to ensure that any Supplier Staff who have access to Customer Personal Data act in compliance with Supplier's security processes
- 11.2 The Supplier must fully assist with any complaint or request for Customer Personal Data including by:

- 11.2.1 providing the Customer with full details of the complaint or request
- 11.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Customer's instructions
- 11.2.3 providing the Customer with any Customer Personal Data it holds about a Data Subject (within reasonable timescales required by the Customer)
- 11.2.4 providing the Customer with any information requested by the Data Subject
- 11.3 The Supplier must get prior written consent from the Customer to transfer Customer Personal Data to any other person for the provision of the Services.
- 11.4 The Buyer must:
  - 11.4.1 take all reasonable steps to ensure that, when licensed for named users, user accounts and credentials are not viewed or shared by anyone other than the original owner
  - 11.4.2 take all reasonable steps to ensure that the relationship between users accessing the service and number of licences is 1:1
  - 11.4.3 purchase the appropriate shortfall of user licences should either 11.4.1 or not be the case.

## **12. Customer data**

- 12.1 The Supplier acknowledges that the Customer Data shall at all times remain the sole property of the Customer, and all rights which may subsist in the Customer Data remain with the Customer.
- 12.2 The Supplier must not remove any proprietary notices in the Customer Data.
- 12.3 The Supplier will not store or use Customer Data except if necessary to fulfil its obligations.
- 12.4 If Customer Data is processed by the Supplier, the Supplier will supply the data to the Customer as requested.
- 12.5 The Supplier must ensure that any Supplier system that holds any Customer Data is a secure system that complies with the Supplier's security policies.
- 12.6 The Supplier and Customer shall each take all reasonable precautions (having regard to the nature of their respective obligations under this Contract) to preserve the integrity of the Customer Data, and to prevent its corruption and loss.
- 12.7 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Customer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.
- 12.8 The provisions of this clause 12 will apply during the term of this Contract and for as long as the Supplier holds the Customer's Data.

### 13. Security

- 13.1 If requested to do so by the Customer, within 60 Working Days of the date of this Contract, the Supplier will develop (and obtain the Customer's written approval of) a Security Management Plan and an Information Security Management System. After Customer approval the Security Management Plan and Information Security Management System will apply during the Term of this Contract. Both plans will comply with the Customer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 13.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 13.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Customer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 13.4 Responsibility for costs will be at the:
- 13.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Customer when provided
  - 13.4.2 Customer's expense if the Malicious Software originates from the Customer software or the Service Data, while the Service Data was under the Customer's control

### 14. Suspension, ending and expiry

- 14.1 The Customer can End this Contract at any time with immediate effect in the event that a total systems outage lasting for more than 48 hours occurs as a direct result of Supplier failure, in each of three consecutive months. In such an event by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Customer Contract Form.
- 14.2 The Supplier's obligation to provide the Services will end on the date in the notice.
- 14.3 Subject to clause 19 (Liability), if the Customer Ends this Contract under clause 14.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.
- 14.4 Either party will have the right to End this Contract at any time with immediate effect by written notice as a result of the clauses detailed in the Call Off Contract.

- 14.5 If the Customer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Customer and allow the Customer 5 Working Days to pay. If the Customer doesn't pay within 5 Working Days, the Supplier may:
- 14.5.1 Claim late payment statutory interest as detailed in Call Off Contract.
  - 14.5.2 Charge a late payment administration fee detailed in Call Off Contract.
  - 14.5.3 Suspend all or part of the service resulting in additional charges relating to any costs incurred in resuming provision of the service. Charges will not apply as the result of a successful dispute resolved in favour of the Customer.
- 14.6 A Party who isn't relying on a Force Majeure event will have the right to End this Contract if clause 18.1 applies.

## **15. Consequences of suspension, ending and expiry**

- 15.1 If a Customer has the right to End a Contract, it may elect to suspend this Contract or any part of it.
- 15.2 Even if a notice has been served to End this Contract or any part of it, the Supplier must continue to provide the Ordered Services until the dates set out in the notice.
- 15.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date whichever applies) of this Contract, except those continuing provisions described in clause 15.4.
- 15.4 Ending or expiry of this Contract will not affect:
- 15.4.1 any rights, remedies or obligations accrued before its Ending or expiration
  - 15.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry
  - 15.4.3 the continuing rights, remedies or obligations of the Customer or the Supplier under clauses:
    - 6 (Payment, VAT and Contract charges)
    - 7 (Recovery of sums due and right of set-off)
    - 8 (Insurance)
    - 9 (Confidentiality)
    - 10 (Intellectual property rights)
    - 11 (Protection of information)
    - 12 (Customer data)
    - 15 (Consequences of suspension, ending and expiry)
    - 19 (Liability);
  - 15.4.4 any other provision of this Contract which expressly or by implication is in force even if it Ends or expires
- 15.5 At the end of the Contract Term, the Supplier must promptly:
- 15.5.1 return all Customer Data including all copies of Customer software, code and any other software licensed by the Customer to the Supplier under it
  - 15.5.2 return any materials created by the Supplier under this Contract if the IPRs are owned by the Customer

- 15.5.3 stop using the Customer Data and, at the direction of the Customer, provide the Customer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Customer
  - 15.5.4 destroy all copies of the Customer Data when they receive the Customer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Customer that the data has been securely destroyed, except if the retention of Customer Data is required by Law
  - 15.5.5 work with the Customer on any ongoing work
  - 15.5.6 return any sums prepaid for Services which have not been delivered to the Customer, within 10 Working Days of the End or Expiry Date
- 15.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Contract states otherwise.
- 15.7 All licences, leases and authorisations granted by the Customer to the Supplier will cease at the end of the Contract Term without the need for the Customer to serve notice except if this Contract states otherwise.

## **16. Notices**

- 16.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.
- 16.2 Manner of delivery: email
- 16.3 Deemed time of delivery: 9am on the first Working Day after sending
- 16.4 Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message
- 16.5 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Parties (other than a dispute notice under this Contract).

## **17. Exit plan**

- 17.1 The Supplier must provide the Customer its standard exit plan which ensures timely provision of the Customer data.
- 17.2 The exit plan will cover the transition of the Service back to the Customer or to a replacement supplier, and the Supplier will render all reasonable assistance to the Customer, if requested, to the extent necessary to effect an orderly hand-over of the Service to the Customer or nominated third-party, such that the Service can be carried on with a minimum of interruption and inconvenience to the Customer.

- 17.3 All services provided by the Supplier to this end shall be chargeable at the Supplier's standard rates, applicable at that time save to the extent they form part of the standard exit plan and Services.
- 17.4 If the Customer has reserved the right to extend the Contract Term the exit plan will remain applicable unless an additional exit plan is provided by the Supplier at least 8 weeks before the start date of the extension.
- 17.5 Each party shall, at the request of the other party and at the other party's expense, return all equipment, records, documentation, data, software, and information, confidential or otherwise, which are owned by the other party.

## **18. Force majeure**

- 18.1 If Force Majeure persists for more than 60 consecutive days, the party not claiming Force Majeure may give notice to the other to terminate the Agreement affected by the Force Majeure without penalty or other liability (except for the Customer's ability to pay the Supplier's invoices and for invoiced work carried out at the date of termination) and will not be held liable for their failure to perform their obligations. Should the Supplier for any reason beyond its control be unable to fulfil its obligations under this Licence, then no liability shall arise therefrom.

## **19. Liability**

- 19.1 Each Party's Yearly total liability for defaults under or in connection with this Contract (whether expressed as an indemnity or otherwise) will be set as follows:
- 19.1.1 Property: for all defaults by either party resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Customer Data) of the other Party, will not exceed the amount in the Customer Contract Form
- 19.1.2 Customer Data: for all defaults by the Supplier resulting in direct loss, destruction, corruption, degradation or damage to any Customer Data, will not exceed the amount in the Customer Contract Form
- 19.1.3 Other defaults: for all other defaults by either party, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Customer Contract Form.

## **20. The Contracts (Rights of Third Parties) Act 1999**

- 20.1 A person who isn't Party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This does not affect any right or remedy of any person which exists or is available otherwise.

## **21. Environmental requirements**

- 21.1 The Customer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will endeavour to comply with.

- 21.2 The Supplier must provide reasonable support to enable Customers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

## **22. Variation process**

- 22.1 The Customer can request in writing a change to this Contract if it isn't a material change. Once implemented, it is called a Variation.
- 22.2 The Supplier must notify the Customer immediately in writing of any proposed changes to their Services or their delivery by submitting a Variation request.
- 22.3 If Either Party can't agree to or provide the Variation, the Customer and Supplier agree to continue operating under this Contract without the Variation until it's termination.

## **23. Data Protection Legislation (GDPR)**

- 23.1 For reference, the appropriate GDPR templates which are required to be completed in accordance this Contract are reproduced in the Call Off Contract.

## **24. Dispute Resolution**

- 24.1 When either Party notifies the other of a dispute, both Parties will attempt in good faith to negotiate a settlement within 20 Working Days.
- 24.2 The obligations of the Parties under this Contract Agreement will not be suspended, ceased or delayed by the reference of a dispute to mediation or arbitration and the Supplier and Supplier's Staff will continue to comply with the requirements of this Contract Agreement.
- 24.3 If the dispute cannot be resolved, the parties will first attempt to settle the matter by mediation and before either party commences formal action.
- 24.4 A mediator will be agreed by both Parties. If the Parties cannot agree on a mediator within 10 Working Days after a request by one Party to the other, either Party will as soon as possible, apply to the Centre for Effective Dispute Resolution (CEDR) to appoint a mediator. This application to CEDR must take place within 12 Working Days from the date of the proposal to appoint a mediator, or within 3 Working Days of notice from the mediator to either Party that they can't or won't act.
- 24.5 The Parties will meet the mediator within 10 Working Days of the mediator's appointment to agree a structure for the negotiations. The Parties can at any stage ask the mediator for advice about the process.

- 24.6 Unless otherwise agreed, all negotiations and settlement agreements connected with the dispute will be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- 24.7 If the Parties reach agreement, it will be put in writing and will be binding once it's signed by the Parties' authorised representatives.
- 24.8 If agreement cannot be reached following a mediation either Party can invite the mediator to provide a non-binding opinion on settlement terms in writing. This opinion will be provided and will not be used in evidence in any proceedings about this Contract Agreement without the prior written consent of both Parties.
- 24.9 If the Parties fail to reach agreement within 60 Working Days of the mediator being appointed, or other period as agreed by the Parties, it can be referred to the courts or to arbitration (if both parties agree to determination by arbitration).
- 24.10 Either Party can request by written notice that the dispute is referred to expert determination if the dispute relates to:
- 24.10.1 any technical aspect of the delivery of the Services
  - 24.10.2 the underlying technology
  - 24.10.3 financial issues
- 24.11 An expert will be appointed by written agreement between the Parties, but if they fail to agree on an expert within 10 Working Days of the first proposal by a Party, or if the person appointed is unable or unwilling to act, the expert will be appointed on the instructions of the relevant professional body.
- 24.12 The expert will:
- 24.12.1 act fairly and impartially and not as an arbitrator
  - 24.12.2 provide a determination that will be final and binding on the Parties, unless there's a material failure to follow the agreed process
  - 24.12.3 decide the process to be followed and will be requested to make their determination within 30 Working Days of their appointment or as soon as possible and the Parties will provide the documentation that the expert needs
  - 24.12.4 decide how and by whom the costs of the determination, including their fees and expenses, are to be paid. Any amount payable by one Party to another will be due within 20 Working Days of the Parties being notified of the determination
- 24.13 The expert determination process will be conducted in private and will be confidential.

## **25. Equality and Diversity**

- 25.1 The Supplier will comply with any discrimination Laws and other requirements and instructions which the Customer reasonably require in a way to:
- 25.1.1 eliminate discrimination, harassment or victimisation of any kind; and
  - 25.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and

maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

- 25.2 The Supplier will make sure that all Supplier Staff engaged in the performance of this Contract observe the equality and diversity clause 25.1.

## **26. Slavery and Human Trafficking**

- 26.1 The Supplier, if required to make a statement under Section 56 of the Modern Slavery Act 2015, shall notify the Customer each time its statement is published.
- 26.2 The Supplier warrants throughout the Term of Service that to the best of its knowledge:
- 26.2.1 No activity constituting an offence under the Modern Slavery Act 2015 is occurring within its business; and
- 26.2.2 No activity constituting an offence under the Modern Slavery Act 2015 is occurring within its supply chain.

## **27. Bribery and Corruption**

- 27.1 The Supplier, nor any person acting on its behalf, shall not offer or give, or agree to give, to any employee, or representative of the Customer any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Contract or any other contract with the Customer, or for showing or refraining from showing favour or disfavour to any person in relation to this Agreement or any such agreement.
- 27.2 The Supplier will not breach any of the criminal offences under the Bribery Act 2010.

## **28. Waiver**

- 28.1 Failure by either Party at any time to enforce the provisions of the Agreement or to require performance by the other Party of any of the provisions of the Agreement shall not be construed as a waiver of any such provision and shall not affect the validity of the Agreement or any part thereof or the right of either Party to enforce any provision in accordance with its terms.