

Standard Terms and Conditions

Amadeus Software Ltd t/a

Katalyze Data

These Standard Terms and Conditions should be read in conjunction with the relevant Katalyze Data Schedule, which forms the complete agreement between Amadeus Software Ltd t/a Katalyze Data ("Katalyze Data") and the Client.

1. DEFINITIONS

In this Agreement the following expressions have the following meanings:

Assignment	The provision of the Consulting, Training, Managed Services, Software or Graduate Placements to the Client in accordance with this agreement.
Consultant	Any person supplied by Katalyze Data to complete the Assignment, who may be either an employee or a sub-contractor of Katalyze Data.
Controller, Processor, Data Subject , Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:	as defined in the Data Protection Legislation.
Data Protection Legislation:	all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.
Domestic Law:	means the law of the United Kingdom or a part of the United Kingdom.
Force Majeure	In relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any strike, lockout or other form of industrial action or the illness or incapacity of any person).
Proprietary Information	Any information which is now or at any time in the future in the possession of the Client and which relates to the Client's business including, without limitation, data, know-how, formulae, processes, designs, photographs, drawings, specifications, algorithms, computer software, and samples, and any other material bearing or incorporating any information relating to the Client's business.
VAT	Value Added Tax at the rate in force at the date any payments is made under this agreement, and any other sales or turnover taxes charged in any country outside the United Kingdom.

2. KATALYZE DATA'S OBLIGATIONS

- 2.1. In consideration of the payments referred to in Clause 4, Katalyze Data will:
 - 2.1.1. Provide the Service to the Client as described in the Katalyze Data the Consulting, Training, Support or Graduate Placement Schedule.
 - 2.1.2. If required, provide time sheets recording the time spent providing the Services.
 - 2.1.3. Comply with all reasonable directions given.
 - 2.1.4. Ensure that Katalyze Data complies with the Client's disciplinary rules and regulations whilst working on the Client's premises or under the Client's direction
- 2.2. Katalyze Data shall use reasonable endeavours to complete the Assignment in accordance with the relevant Katalyze Data Consulting, Training, Support or other Schedule in all material respects.
- 2.3. Katalyze Data shall use reasonable endeavours to meet any performance dates specified in a Schedule, or agreed for an Assignment, but any such dates shall be estimates only and time for performance by Katalyze Data shall not be of the essence of the agreement.

3. THE SERVICES

- 3.1. The Services are provided to the Client in accordance with the Schedule. Details in the Schedule take precedence over this agreement
- 3.2. Katalyze Data will provide the Service detailed in the Schedule through its own employees or associates
- 3.3. If the Client wishes to make a material change to the Services or the Location, the change must be in accordance with standard change control procedures
- 3.4. Except for the Katalyze Data Graduate Placement Programme, the Client must not offer employment or consultancy work to the Consultant or any other employee of Katalyze Data or its associates, either during the Assignment or within twelve months after its completion
- 3.5. Except for the Katalyze Data Graduate Placement Programme if the Client offers employment or consultancy work to a subcontractor in breach of clause 3.4, it must pay to Katalyze Data a sum equal to ten times the Weekly Rate stated in the Schedule or the sum of £25,000 whichever is the least within thirty days of receiving an invoice for that amount from Katalyze Data.
- 3.6. If the Client offers employment or consultancy work to an employee of Katalyze Data in breach of clause 3.4, it must
 - 3.6.1. notify Katalyze Data immediately of the starting salary and benefits which it has offered to that employee, and
 - 3.6.2. pay to Katalyze Data a sum equal to 100% of that starting salary and benefits, or the sum of £50,000 whichever is the least, within thirty days of receiving an invoice for that amount from Katalyze Data.

4. CHANGE CONTROL

- 4.1. Either party may propose changes to the scope or execution of the Assignment, but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:
 - 4.1.1. the Assignment;
 - 4.1.2. the charges;
 - 4.1.3. the timetable for the Assignment; and
 - 4.1.4. any of the other terms of the relevant Assignment.
- 4.2. If Katalyze Data wishes to make a change to the Assignment it shall provide a draft Change Order to the Client.
- 4.3. If the Client wishes to make a change to the Works:
 - 4.3.1. it shall notify Katalyze Data and provide as much detail as Katalyze Data reasonably requires of the proposed changes, including the timing of the proposed change; and
 - 4.3.2. Katalyze Data shall, as soon as reasonably practicable after receiving the information at clause 1.3.1, provide a draft Change Order to the Client.
- 4.4. If the parties agree to a Change Order, they shall sign it and that Change Order shall amend the relevant Schedule for the Assignment.
- 4.5. Katalyze Data may charge for the time it spends on preparing and negotiating Change Orders which implement changes proposed by the Client pursuant to clause 8.3 on a time and materials basis at Katalyze Data's daily rates.

5. PAYMENTS

- 5.1. The Client will pay Katalyze Data the Fee in pounds sterling within 30 days of receipt of invoice and if appropriate the overtime rates. An invoice raised in respect of SAS Software the client will pay Katalyze Data the fee in pounds sterling within 7 days of the receipt of invoice. Any invoices remaining unpaid in part or in whole thereafter shall carry interest at the rate of 4% above the base rate of the Bank of England from time to time prevailing from the date of invoice to the date of payment.
- 5.2. The payments referred to in this agreement are inclusive of VAT, and VAT is payable in addition where appropriate.
- 5.3. Factors outside the control of the Consultant that contribute to a delay in work being performed by the Consultant will incur a Minimum Daily Rate charge being made. The Minimum Daily Rate charge is the same rate as detailed in the Schedule.
- 5.4. Without prejudice to its rights and remedies under this agreement or at law, if any fee payable by the Client is not paid by the due date, Katalyze Data shall be entitled in its discretion to suspend the provision of any Services under this agreement until such time as payment is made, and require the Client to make all future payments in advance, and/or terminate this agreement in accordance with Clause 6 on giving thirty (30) days' notice of the same to the Client.
- 5.5. All charges for services are stated exclusive of expenses unless otherwise stated. The Client will reimburse Katalyze Data its reasonable travelling, hotel and other out-of-pocket expenses, which Katalyze Data may incur in connection with the provision of any Services to the Client. Expense costs include VAT if applicable
- 5.6. We use Stripe to collect/process transaction information for all training payments made online.
<https://stripe.com/docs/security>

6. TERMINATION

- 6.1. Katalyze Data may terminate this agreement immediately if the Client fails to make any payment within the time allowed under this agreement.
- 6.2. Either party may terminate this agreement immediately:
If the other party
 - 6.2.1. ceases trading, or
 - 6.2.2. goes into liquidation, unless that is solely for the purpose of amalgamation or reconstruction when solvent, or
 - 6.2.3. an administrative receiver of it is appointed or
 - 6.2.4. an administration order is made in respect of it.
- 6.3. The client can terminate this agreement if Katalyze Data fails to remedy any breach of the terms of this agreement as soon as practicable and, in any event, within 30 days after being requested in writing to do so.
- 6.4. Katalyze Data may terminate this agreement if the client fails to remedy any material breach of the terms of this agreement as soon as practicable and in any event after 30 days after being requested in writing to do so.
- 6.5. If this agreement is terminated under clause 5.1 Katalyze Data is under no further liability to the Client but the Client remains liable to Katalyze Data for all sums then due and all further sums which would have become due if the Assignment had been completed.
- 6.6. Upon termination of the agreement or any assignment, each party shall return to the other party all Confidential or Proprietary Information of the other party and erase all of the other party's Confidential or Proprietary Information from its computer systems (to the extent possible) and shall certify that it does not retain the other party's Confidential or Proprietary Information.
- 6.7. Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect including clause 7 and 8, 9 and 12.
- 6.8. Termination or expiry of this agreement shall not affect any rights, remedies, obligation or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

7. CONFIDENTIALITY

- 7.1. Each party undertakes that it shall not at any time during an Assignment, and for a period of five years after termination of an Assignment, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 7.2.
- 7.2. Each party may disclose the other party's confidential information:
 - 7.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with an Assignment. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause; and
 - 7.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 7.3. No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with an Assignment.

8. INTELLECTUAL PROPERTY

- 8.1. Copyright and all other intellectual property rights in any software and documentation created by Katalyze Data is the property of the Katalyze Data.
- 8.2. Katalyze Data undertakes,
 - 8.2.1. to use all Proprietary Information disclosed to it exclusively for the purpose of providing the Service,
 - 8.2.2. to maintain confidential all Proprietary Information that it may acquire in any manner, and
 - 8.2.3. that it will not use or disclose any of the Proprietary Information, directly or indirectly, in whole or in part, except for the purposes of and in accordance with this Agreement, either during or after the termination of this agreement.
- 8.3. Subject to the previous clauses, Katalyze Data will, with prior written consent, publicise the fact that it has been retained to provide the Service to the Client.

9. INDEMNITY AND LIABILITY

- 9.1. Nothing in these terms shall limit or exclude Katalyze Data's liability for:
 - 9.1.1. death or personal injury caused by its negligence;
 - 9.1.2. fraud or fraudulent misrepresentation; or
 - 9.1.3. any other liability which cannot be limited or excluded by applicable law.
- 9.2. Subject to clause 9.1, Katalyze Data shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with an Assignment or agreement for:

- 9.2.1. loss of profits;
- 9.2.2. loss of sales or business;
- 9.2.3. loss of agreements or contracts;
- 9.2.4. loss of anticipated savings;
- 9.2.5. loss of or damage to goodwill;
- 9.2.6. loss of use or corruption of software, data or information; and
- 9.2.7. any indirect or consequential loss.
- 9.3. Subject to clause 9.1, Katalyze Data's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with any Assignment or agreement shall be limited to the total charges paid by the Client under that Assignment or agreement.
- 9.4. 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 any Assignment or agreement under these terms
- 9.5. Katalyze Data warrants that it shall render the services in a diligent, conscientious and professional manner. The exclusive remedy for a breach of this warranty is a service improvement plan or refund of fees paid for the services. Katalyze Data warrants that that it is under no obligation or restriction that would in any way prevent or interfere with its ability to perform its obligations under this Agreement.
- 9.6. Katalyze Data disclaims all other warranties, express or implied, with respect to the services provided hereunder or the results obtained, including without limitation any implied warranties or conditions of merchantability or fitness for a particular purpose and those arising by statute or otherwise in law or from a course of dealing.

10. FORCE MAJEURE

- 10.1. If either party is affected by Force Majeure it must immediately notify the other party of the nature and extent of it.
- 10.2. Neither party is in breach of this Agreement, or otherwise liable to the other, because of any delay in performance, or non-performance, of any of its obligations under this Agreement to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party. In such a case, the time for performance of that obligation is extended accordingly.
- 10.3. The parties must enter into bona fide discussions with a view to alleviating the effects of the Force Majeure, or agreeing upon such alternative arrangements as may be fair or reasonable.

11. GENERAL

- 11.1. This Agreement is binding upon and benefits the parties and their respective legal successors
- 11.2. This Agreement and the related Katalyze Data Schedule(s) contain the entire Agreement between the parties with respect to its subject matter and supersedes all previous Agreements and understandings between the parties with respect to it. No variation or amendment of this Agreement binds either party unless made in writing by duly authorised officers of both parties.
- 11.3. If any provision of this Agreement is agreed by the parties to be illegal, void or unenforceable under any law that is applicable to this Agreement; or if any court of competent jurisdiction in a final decision so determines, this Agreement continues in force with the deletion of those provisions from the date of the agreement or decision, or from an earlier date agreed by the parties.
- 11.4. A failure by either party to exercise or enforce any rights conferred upon it by this Agreement is not a waiver of any such right and does not bar the exercise or enforcement of them at any subsequent time.
- 11.5. Nothing in this Agreement creates, or is deemed to create a partnership, joint venture, or the relationship of principal or agent between the parties and neither party may bind the other in any manner except as provided in this Agreement.
- 11.6. Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided in this Agreement. All conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 11.7. Katalyze Data, reserves the right to use the client name as a reference for marketing or promotional purposes on Katalyze Data's website and other communication with existing or potential Katalyze Data customers.
- 11.8. Hardware Usage and Software Licences
The Client allows Katalyze Data consultants to use Clients machines and software at Clients premises and also permits the use of any client software required for the development of the consultancy project at Katalyze Data premises. Katalyze Data agrees to abide by clients' processes.
- 11.9. Software Licences for On-Site Training Courses
The Client will provide any required Software Licences for On-Site training courses provided by Katalyze Data Ltd.
- 11.10. Training Course Bookings and Confirmation
 - 11.10.1. Provisional bookings can be made by telephone, email and fax and will be held for an agreed period of time (Date agreed with Katalyze Data course co-ordinator).
 - 11.10.2. A Course booking is confirmed when a course booking form and purchase order (if this is booking company standard) has been sent to Katalyze Data and on receipt of this Katalyze Data has sent the confirmation of the Course booking in writing.

All public course and workshop bookings are accepted on the understanding that a training event will only be delivered if it attracts the required minimum number of delegates to ensure viability. Where a training event is cancelled due to insufficient numbers Katalyze Data will notify you by email at least 5 clear working days before the date the training event was intended to take place and will refund all course and workshop fees paid to Katalyze Data, if paid by credit card the fees will be paid direct to the relevant credit or debit card, within two working days.

11.11. Changing Delegate Details

11.11.1. No charge will be incurred if another individual from your organization is nominated to replace the original delegate on the same date and Course

11.12. Cancelling and Transferring Courses

11.12.1. All cancellations of Course bookings must be made more than 10 (ten) working days prior to the commencement of the Course.

11.12.2. Cancellations made with less than 10 working days' notice will be subject to a cancellation fee - 50% of the course booking.

11.12.3. If the delegate fails to attend the course with no notification the full Course fee remains payable

11.13. Training Course Prices

Katalyze Data reserves the right to modify the published Public Course prices at its sole discretion, and without prior notification.

11.14. Cancellation of Training Courses By Katalyze Data

Katalyze Data reserves the right to cancel any Course at any time without liability. In such circumstances delegates will be offered an alternative date, a Course voucher or a refund of Course fees paid.

11.15. Training Course Notes and Changes to Course Content

11.15.1. Copyright and all other intellectual property rights in any software and documentation created by Katalyze Data is the property of the Katalyze Data.

11.15.2. None of the Course material may be reproduced, re-published, distributed, posted, sold or transferred. Copyright extends to all electronic or supplementary materials provided as part of a course.

11.15.3. Course notes are available only for attendees and are provided on the first day of the Course. Course notes are not available prior to the commencement of the Course.

11.15.4. Katalyze Data reserves the right to alter any of the Course content without prior notification.

11.15.5. It may not be possible to cover all Course topics owing to unforeseen circumstances. The Instructor will advise delegates if this is the case, and may offer alternatives. Where necessary, the Instructor will add appropriate, additional reading material.

11.16. Complaints Handling Policy & Procedure

Katalyze Data are committed to providing a high-quality service to all our customers. When something goes wrong, we need to know about it and deal with it promptly and efficiently to help us check the quality of our service, improve our standards and maintain our exceptional reputation.

11.16.1. If you have a complaint

In the first instance please contact your project or account manager.

We are also happy to deal with complaints by the following:

- Phone: +44 (0) 1993 848010
- Email: info@katalyzedata.com
- Online Form providing your contact information and a detailed description of the issue.

Katalyze Data will acknowledge the complaint within five working days and will start the process of review and notify the relevant people.

If you would like to escalate your complaint, please call +44 (0) 1993 848010.

11.16.2. What happens next?

If the matter cannot be resolved after a conversation or initial correspondence, the complaint will be escalated to the Katalyze Data Management Team.

An internal investigation will take place by the Katalyze Data Management Team.

Based on the findings of the investigation a proposal to resolve the matter will be sent to the complainant.

When the proposal has been agreed and approved by the complainant, Katalyze Data will implement the resolution.

If required a follow-up will be arranged by Katalyze Data with the complainant to check that the resolution is satisfactory and agree that the complaint is now closed.

12. DATA PROTECTION

- 12.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 12.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Provider is the Processor.
- 12.3. Without prejudice to the generality of clause 12.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Provider and/or lawful collection of the Personal Data by the Provider on behalf of the Customer for the duration and purposes of this agreement.
- 12.4. Without prejudice to the generality of clause 12.1, the Provider shall, in relation to any Personal Data processed in connection with the performance by the Provider of its obligations under this agreement:
 - 12.4.1. process that Personal Data only on the documented written instructions of the Customer unless the Provider is required by Domestic Law to otherwise process that Personal Data. Where the Provider is relying on Domestic Law as the basis for processing Personal Data, the Provider shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Provider from so notifying the Customer;
 - 12.4.2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, 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);
 - 12.4.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - 12.4.4. not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - 12.4.4.1. the Customer or the Provider has provided appropriate safeguards in relation to the transfer;
 - 12.4.4.2. the data subject has enforceable rights and effective legal remedies;
 - 12.4.4.3. the Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - 12.4.4.4. the Provider complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - 12.4.5. assist the Customer, at the Customer'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;
 - 12.4.6. notify the Customer without undue delay on becoming aware of a Personal Data Breach;
 - 12.4.7. at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Domestic Law to store the Personal Data; and
 - 12.4.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 12.
- 12.5. Unless otherwise agreed in writing, the Customer does not consent to the Provider appointing any third party processor of Personal Data under this agreement.

13. NOTICES

- 13.1. Any notice required to be given under this Agreement by either party to the other must be in writing and must be served by sending it by registered or recorded delivery post to the address of the other party for service of documents.
- 13.2. The address of a party for service of documents is either

- 13.2.1. the address given for that party in this Agreement; or
- 13.2.2. another address given by one party to the other as its address for service.

14. SEVERABILITY

- 14.1. If any part of this Agreement is held to be unenforceable or invalid, the remaining provisions shall remain in full force and effect

15. WAIVER

- 15.1. Failure by either party to enforce at any time, or for any period of time, any provision of this Agreement will not be construed as a waiver of such provision and will in no way affect either party's right to later enforce such provision

16. GOVERNING LAW

This Agreement is subject to English law.



Unlock the power of your data