

Terms and Conditions for Retained Services

These Terms and Conditions shall apply to the provision of services by THSP, the trading name of The Health and Safety People Ltd, a company registered in England under number 02730817, of Unit F, Bedford Business Centre, Mile Road, Bedford MK42 9TW, hereinafter referred to as "us/we/our/the Company" to the Client.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Acceptance" means the acceptance of our Service Contract (electronically or otherwise), and includes the acceptance of these Terms and Conditions; "Client" means the individual, firm or corporate body purchasing the Services. Where an individual is entering into this Contract on behalf of a business, the individual confirms they have the authority to enter into this Contract on behalf of that business and the business will be the Client in the context of this Contract;

"Competent Person" has the same meaning as that stated in The Management of Health and Safety at Work Regulations 1999;

"Contract" means the contract formed upon Acceptance by the Client as above, which will incorporate and be subject to these Terms and Conditions, together with any terms agreed in the Service Contract which contains the entire scope of Services to be provided;

"Service Contract" means our Service Contract to carry out the Services, which unless otherwise stated, remains open for acceptance for a period of 30 days;

"Services" means the services to be carried out by us as detailed in our Service Contract;

"Software" means, where applicable, the online software-based service provided by the Company; and

"Term" means the term of this Contract as defined in clauses 2 and 12.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 "we", "us" and "our" is a reference to the Company;

1.2.2 "writing" and "written" includes emails and similar communications;

1.2.3 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.4 "these Terms and Conditions" is a reference to these Terms and Conditions as may be amended or supplemented at the relevant time;

1.2.5 a clause is a reference to a clause of these Terms and Conditions;

1.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and will have no effect upon their interpretation.

1.4 Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other gender. References to persons shall include corporations.

2. The Contract

2.1 The Contract is formed as soon as we receive Acceptance, via the signing (electronically or otherwise) of a Service Contract, and includes the acceptance of these Terms and Conditions, which shall apply between us. No terms or conditions stipulated or referred to by you in any form whatsoever shall in any respect vary or add to these terms and conditions unless otherwise agreed by us in writing.

2.2 The Services shall commence on the commencement date.

2.2.1 The Contract shall commence on the commencement date and continue for the initial term specified in the Service Contract (the "Initial Term"). Following the Initial Term, the Contract shall automatically renew for successive periods equal in length to the Initial Term (each a "Renewal Term") unless terminated in accordance with clause 12.

2.2.2 All Services provided under this Contract will be invoiced on an annual basis throughout the Term of the Contract, unless otherwise agreed in writing in the Service Contract.

2.2.3 Our Plus Services include a set number of hours per calendar month as detailed in the Service Contract. Any retained hours not used within the relevant calendar month will expire at the end of that month and may not be carried forward, credited or refunded.

2.2.4 Should you need more hours on a retained basis then all additional hours will be charged at our standard hourly rate as detailed in our retainer agreement and agreed in advance via separate sales order.

2.2.5 Time records shall be maintained by us, and our decision shall be final. Our time is calculated in minimum units of 1-hour for all work done and shall be rounded up to the nearest 1-hour interval.

2.3 With effect from the commencement date we shall, in consideration of the

Fees being paid in accordance with the terms of Payment herein, provide the Services to as described within our written Service Contract and subject to our Fair Use Policy, which is available on request.

2.4 We reserve the right to review and amend our fees for the Services at the end of each Initial Term or Renewal Term. We will give you not less than 30 days' written notice prior to the end of the then-current term of any proposed changes to the fees.

2.5 Notwithstanding clause 2.3 above, we shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, to meet your changing needs or which do not materially affect the nature or quality of the Services.

2.6 Where we have agreed to attend site, any mileage or other expenses will only be charged where agreed in advance and set out in the Service Contract or otherwise agreed in writing.

2.7 The Agreement can be terminated in accordance with clause 12 below.

3. Documentation and Advice

3.1 All reports, procedures and documentation we prepare will be based on information provided to us at the time by the Client and will be legally accurate as at the date of their preparation. We cannot be held liable for any delays, errors, discrepancies or any other adverse consequences where the Client has provided incorrect information or has failed to provide information necessary for us to provide our professional advice.

3.2 We may provide an action plan for implementing our recommendations and it is the Client's responsibility to ensure these recommendations are implemented correctly and fully.

3.3 We may provide the Client with templates and/or checklists for documentation. These will be based on information provided to us at the time and may contain sections which the Client will need to complete. We will outline which documents the Client can or cannot change, and what the Client is entitled to do with such documents. We are not responsible for any sections completed, altered or deleted by the Client. If we have authorised the Client to make any amendments to any documentation provided by us, it is the Client's responsibility to check the amendments made are appropriate and that the amended documentation still conforms to current UK law.

3.4 We must have full disclosure of any ongoing investigations, enforcement notices, or any serious accidents that need reporting. Our advice and documentation are given based on the information that you provide and we have access to; we shall not be liable for any misrepresentation of your site based on information and areas we cannot gain access to.

3.5 Any documentation we may provide will be submitted in PDF format only. If specific requirements are needed which we consider to be bespoke, or additional copies are required we reserve the right to apply additional charges. We shall retain title to the documentation until all payments as detailed above have been paid in full.

4. Software:

The following clause 4 applies where we are providing software as part of the Service Contract:

4.1 For the purpose of this clause 4, "Authorised Users" means current employees, expressly authorised agents and officers of the Client who are authorised to use the Software and "Client Data" means the data inputted to the Software by the Client (or the Client's authorised agents), Authorised Users, or us on the Client's behalf, for the purpose of using the Software or facilitating the Client's use of the Software.

4.2 Software agreements are charged at a per-person rate. Usage will be reviewed quarterly and charges will be adjusted accordingly.

4.3 You are required to provide us with the names of any and all Authorised Users,

4.4 We will grant a non-exclusive, non-transferable licence to permit the Authorised Users to use the Software during the term of this Contract solely for the Client's internal business operations.

4.5 It is your responsibility to ensure that Authorised Users who leave their employment have their access to the Software removed promptly.

4.6 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software and, in the event of any such unauthorised access or use, shall promptly notify us. We shall be entitled to carry out quarterly audits to ensure that only Authorised Users have access to the Software.

4.7 All proprietary rights in the Software remain with us or our agents. You shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Contract:

4.7.1 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;
- 4.7.2 attempt to reverse compile, disassemble, or reverse engineer all or any part of the Software;
 - 4.7.3 access all or any part of the Software in order to build a product or service which competes with the Software;
 - 4.7.4 unless expressly authorised by us, use the Software to provide services to third parties;
 - 4.7.5 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software available to any third party except the Authorised Users; or
 - 4.7.6 attempt to obtain, or assist third parties in obtaining, access to the Software other than as provided under this clause 4.
- 4.8 We do not warrant that the use of the Software will be uninterrupted or error-free; nor that the Software, and/or the information obtained by you through the Software will meet your requirements.
 - 4.9 We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
 - 4.10 We reserve the right to carry out maintenance at such times as may be necessary at our discretion.
 - 4.11 You acknowledge that Client Data may be held outside of or transferred to countries which do not have data protection laws equivalent to those in force in the United Kingdom.
 - 4.12 You undertake that it will not allow or suffer any password to be used by more than one Authorised User and confirms that it will use reasonable endeavours to ensure that each Authorised User keeps their password confidential. The Client will also ensure that each password is reasonably secure.
 - 4.13 You shall not access, store, distribute or transmit any viruses, or any material during the course of its use of the Software that:
 - 4.13.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 4.13.2 facilitates illegal activity;
 - 4.13.3 depicts sexually explicit images;
 - 4.13.4 promotes unlawful violence;
 - 4.13.5 is knowingly discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or
 - 4.13.6 causes damage or injury to any person or property;
 and we reserve the right, without liability to remove any material that breaches the provisions of this clause.
 - 4.14 The rights provided under this clause 4 are granted to the Client only, and shall not be considered granted to any subsidiary or holding company of the Client without our written permission.
 - 4.15 You shall own all rights, title and interest in and to all of the Client Data and shall have sole responsibility for its legality, reliability, integrity, accuracy and quality. You are responsible for backing up any Client Data and we shall not be responsible for any loss, destruction, alteration or disclosure of such Client Data. You agree to back up and maintain all their Client Data stored in the Software regularly in an independent suitable storage facility. We shall not be held responsible for any loss or corruption to the Client Data.
 - 4.16 You are solely responsible for procuring and maintaining its network connections and telecommunications links and for all problems, delays, delivery failures and all other loss or damage arising from or relating to network connections or telecommunications links or caused by the internet.
 - 4.17 You assume sole responsibility for results obtained from the use of the Software, and for conclusions drawn from such use.

5. Timescales

- 5.1 Both parties agree to use all reasonable endeavours to meet any response times as set out in our Service Contract. However, any such response times we may provide are done so in good faith and are estimates only. Time will not be of the essence in the performance of our Services.
- 5.2 Our normal working hours are Monday - Friday, 9am - 5:30pm excluding public holidays. We are also closed between Christmas and New Year. Services or visits required outside of these times will incur additional costs.
- 5.3 We will provide you with a lead consultant, however, we cannot guarantee this consultant will always be available; we will endeavour to notify you of any scheduled absences.

6. Competent Person

- 6.1 We are qualified to supply Competent Persons to assist Clients with health and safety law requirements. We will specify in our Service Contract whether this applies to the Contract.
- 6.2 However, we expressly forbid you from referring to us or any individual

working for us as your Competent Person unless:

- 6.2.1 payment has been received by us from you, or you have signed up to our chosen recurring payment system, for the provision of Services that include our role as the nominated Competent Person.
- 6.3 We will confirm in writing, issuing a certificate of service, if the above provisions of clauses 6.2.1 have been met and only then can you use our company name or the name of an individual working for us as your designated Competent Person. Should you not renew your contracts with us or we do not receive payment for this service the subsequent year, you shall not be permitted to continue naming us as your competent person and we must be removed from any current paperwork which suggests as such.
- 6.4 Should we be required on site then suitable sufficient working conditions are required.

7. Fees and Payment

- 7.1 You agree to pay the fees as detailed in the accepted Service Contract in accordance with these terms of payment.
- 7.2 In addition, we will charge to you our reasonable travelling time and travel expenses, any incidental expenses for materials used and for third party goods and services supplied in connection with the provision of the Services.
- 7.3 You will pay for any additional services provided by us that are not specified in the Contract. These additional services will be charged in accordance with our current, applicable rate in effect at the time of performance, or such other rate as may be agreed. Any charge for additional services will be supplemental to the amounts that may be due for expenses.
- 7.4 We reserve the right to request a deposit up front before the Services commence. If so, this will be detailed in our Service Contract and must be paid before any works will be carried out.
- 7.5 All invoices are payable in pounds sterling by cheque or bank transfer, without set-off, withholding or deduction, strictly within 28 days from the date of invoice, unless otherwise agreed. Training is payable in advance in accordance with clause 10.1 above.
- 7.6 All sums payable under the Contract are exclusive of VAT at the current rate or any other tax (except corporation tax), for which that Party shall be additionally liable. Any amendment to the standard VAT rate will be notified in writing and subsequent payments adjusted accordingly.
- 7.7 The time of payment shall be of the essence. If the Client fails to make any payment on the due date then we shall, without prejudice to any right which we may have pursuant to any statutory provision in force from time to time, have the right to suspend the Services, suspend any permissions granted where applicable, and charge the Client interest at a rate of 8% per annum above the Bank of England base rate from time to time in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgment.

8. Client's Responsibilities

- 8.1 You agree to:
 - 8.1.1 make payments to us in accordance with clause 8;
 - 8.1.2 provide us with any information, advice, access and assistance relating to the Services as we may reasonably require within sufficient time to enable us to perform the Services in accordance with the Contract;
 - 8.1.3 appoint a primary contact to act as your representative to liaise with us in connection with the Services;
 - 8.1.4 carry out any preparatory and follow up work as instructed by us; and
 - 8.1.5 adhere to the provisions of Regulation 7 of The Management of Health and Safety at Work Regulations 1999.
 - 8.1.6 comply with our Ethical Trading Policy at all times during the Term and ensure that its employees, agents, subcontractors and suppliers involved in the Services comply with it.
- 8.2 If you fail to meet any of the provisions of clause 8.1 above, without limiting our other rights or remedies, we shall:
 - 8.2.1 have the right to suspend performance of the Services until you remedy the default (and/or terminate the Contract in accordance with clause 12 below);
 - 8.2.2 not be held liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay in performing any of our obligations as a result; and
 - 8.2.3 be entitled to claim for any costs or losses incurred by us arising directly or indirectly from your default.

9. Site Visits and Meetings

- 9.1 Any site visit(s) and meeting(s) included in our Service Contract will be carried out at a time agreed between us and you in advance. We require a minimum of 48 hours' notice to cancel or rearrange an agreed site visit or meeting. If we do not receive the required notice, or if we are unable to

- gain access to premises at which a site visit or meeting has been agreed, we reserve the right to charge an additional fee of £250.00 for the aborted visit.
- 9.2 We shall agree certain persons and areas we need access to before our visit, should these not be available we shall either: omit these parts from our documentation therefore making your investigation incomplete, or we shall reschedule a visit which shall be chargeable as extra. We shall not audit or investigate any areas on the premises being used by a third party, if this need assessing this must be specifically requested, and we may charge for this.
- 9.3 Our price is based on being able to complete our Services in the agreed number of hours or consecutive days over the period as detailed in the Service Contract. We reserve the right to recover any costs incurred by way of delays or abortive visits, or for any other delays attributable to you including, but without limitation, failing to carry out agreed actions or not providing necessary information or services, or failing to give proper notice to terminate or cancel as detailed herein and these will be charged at our standard fee rates applicable at the time.
- 9.4 If we have to reschedule or cancel a scheduled visit, we will contact you as soon as possible to minimise disruption and will book another visit as soon as reasonably possible.
- 9.5 **Additional Site Visits**
Where additional site visits are purchased outside of those included within the Service Contract ("Additional Site Visits"), such visits must be used within the relevant 12-month contract period in which they are purchased (the "Contract Year"), as defined in the Service Contract.
- 9.6 Additional Site Visits are non-refundable and non-transferable and, unless otherwise agreed by us in writing, may not be carried forward, rolled over, or credited into any subsequent Contract Year.
- 9.7 Any unused Additional Site Visits will expire automatically at the end of the applicable Contract Year and no refund, credit or extension shall be provided.
- 10. Errors or Discrepancies:** You are responsible for the accuracy of any information submitted to us and for ensuring that the Service Contract reflects their requirements. Our Service Contract is based on the information provided to us at the time of its preparation. Should any errors or discrepancies become evident which affect the order value, we reserve the right to make adjustments to it.
- 11. Variation and Amendments**
- 11.1 If you wish to vary the services to be provided, you must notify us in writing as soon as possible. We will endeavour to make any required changes and any additional costs incurred will be invoiced to you.
- 11.2 If, due to circumstances beyond our control, we have to make any change in the arrangements relating to the provision of the Services, we will notify you immediately. We will endeavour to keep such changes to a minimum and will seek to offer you arrangements as close to the original as reasonably possible in the circumstances.
- 11.3 Any agreed variation or amendment will be carried out in accordance with these Terms & Conditions and any price increase necessitated as a result will be payable in accordance with clause 8 above.
- 12. Termination**
- 12.1 As detailed in clause 2.2.1 above, ongoing Contracts will continue for an initial Term as outlined in our Service Contract, and thereafter will be automatically renewed, with the exception of the price, on the same Terms and Conditions as set out in this Contract on a rolling basis for the same Term as the initial Term unless a written notice to terminate is given by either party in accordance with this clause 12. Such notice is to be given a minimum of 30 days before the end of the then-current Term, and will be effective only at the end of that Term.
- 12.2 We may terminate this Contract immediately without liability to you by giving written notice:
- 12.2.1 in the event that you have failed to pay the fees when required to do so and fails or refuses to do so following the expiry of a written notice from us requesting such payment within 7 days;
- 12.2.2 in the event of you committing a serious criminal offence or giving to us any false or misleading statement or making any negligent or fraudulent misrepresentation in relation to this Contract; or
- 12.2.3 in the event that you breach any of the provisions of Regulation 7 of The Management of Health and Safety at Work Regulations 1999.
- 12.3 Either Party has the right to terminate this Contract immediately if the other commits a material breach of this Contract and fails to remedy that breach within 14 days of receiving notice of the breach, or if the other goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.
- 12.4 In the event of termination:
- 12.4.1 all payments due under this Contract shall become due and immediately payable. In respect of Services provided but for which no invoice has been submitted, we shall be entitled to submit an invoice, which shall become due and immediately payable;
- 12.4.2 you shall no longer use our company name in any future health and safety documentation, or in any other manner, and we shall accept no responsibility or liability whatsoever for these services from the date of termination;
- 12.4.3 any and all obligations of the Parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of this Contract shall survive termination on a pro-rata basis.
- 12.5 The rights to terminate this Contract given by this clause 12 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.
- 13. Confidentiality**
- 13.1 Both parties recognise that throughout the provision of the Services, certain information will be shared, which may be confidential, commercially valuable, sensitive and/or personal.
- 13.2 It is your responsibility to identify and mark any such information and to notify us of the same. Such information will only be disseminated within the Company in so far as we deem this to be reasonably necessary in order to fulfil our legal and contractual duties in the provision of our Services. No such information will be shared outside the organisation, unless required by law, by any court order or unless so authorised by you in writing.
- 13.3 You warrant that you will not use any confidential information provided by us other than to perform your obligations under the Contract and will not disseminate it to any third party unless required by law, by any court order or unless so authorised by us in writing.
- 13.4 The provisions of this clause 13 shall continue in force, notwithstanding the termination of the Contract for any reason.
- 14. Literature and Representations:** Any marketing literature is presented in good faith as a guide to represent the Services offered and does not form a part of the Contract. None of our employees or agents are authorised to make any representation concerning the Services unless confirmed by us in writing. In entering into the Contract, you acknowledge that you do not rely on and waive any claim for breach of any such representations, which are not so confirmed.
- 15. Intellectual Property**
- 15.1 Subject to a written agreement to the contrary, we reserve all intellectual property rights which may subsist in the provision of the Services. Under no circumstances shall material including photographs, provided by us be lent, hired out, sold or otherwise circulated by either manual or electronic means, nor shall it be photocopied or otherwise reproduced without our express written consent. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such intellectual property rights. You shall not be entitled to use our company name or logo without our prior written consent.
- 15.2 You warrant that any document or instruction furnished or given by you will not cause us to infringe any letter patent, registered design or trade mark in the execution of our Services and will indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in settlement of any claim for infringement of any patent, copyright, design, licence, trademark or any intellectual property rights which results from our use of your information.
- 16. No Employment:** Nothing in this Contract will render or be deemed to render us an employee or agent of you or you an employee or agent of ours.
- 17. Assignment and Sub-Contracting**
- 17.1 You are not entitled to assign the benefits under the Contract.
- 17.2 We may sub-contract the performance of any of our obligations under the Contract without your prior written consent. We will be responsible for every act or omission of the sub-contractor as if it were an act or omission of our own.
- 18. Liability and Indemnity**
- 18.1 Nothing in these Terms and Conditions excludes or seeks to exclude our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.
- 18.2 Except as provided in clause 18.1 above, we will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our employees, agents or otherwise) in connection with the performance of our obligations under

- the Contract. All warranties or conditions whether express or implied by law are hereby expressly excluded to the maximum extent permitted by law.
- 18.3 We hereby exclude all liability in respect of any claims arising out of any lack of information provided by you or any alteration to, or modification of, your procedures, working practices or conditions at the time of our investigation.
- 18.4 It is both of our obligations to abide by current UK health and safety, employment and environmental legislation. We will provide, to the best of our knowledge, advice, guidance and best practice within the realms of current UK health & safety, employment and environmental legislation based on the information provided by you.
- 18.5 Where we have good reason and become aware that our professional advice is not being followed, we will take reasonable steps to ensure that your overruling or neglecting our advice is formally made aware of the potential adverse consequences which may result. We cannot be held liable for any consequences should our professional advice not be taken. We cannot be held liable for any adverse consequences where you have withheld information necessary for us to provide professional advice.
- 18.6 It is imperative that we are kept informed of any significant changes within the business (whether relating to your activities, products, services, people, infrastructure or equipment) that may or may not have an effect on your requirements, legal or otherwise. Should this information not be forthcoming from you, or our requests for information not be responded to by you, we will have no liability whatsoever for any effects on your business' requirements for which we have not been made aware or had no response to requests and have the right to terminate the contract forthwith without any financial or other liability to us whatsoever.
- 18.7 You will indemnify us against all damages, costs, claims and expenses suffered by us arising from loss or damage to any premises, property or equipment (including that of third parties) caused by you, your agents or employees.
- 18.8 In the event of a breach by us of our express obligations under these Terms and Conditions, your remedies will be limited to damages, which in any event, will not exceed the fees and expenses paid by you for the Services in the 12 months immediately preceding the date on which the claim arose.
- 19. Restrictive Covenants**
- 19.1 You will not, during the term of the Contract and for a period of 6 months from its expiry or termination, without our prior written consent, solicit, entice away, appoint in any way or cause to be employed, engaged or appointed any person who is or has been an employee, agent, director, consultant or independent contractor of ours in the provision of the Services.
- 19.2 Whilst the above restrictions are considered by the parties to be reasonable in all the circumstances, it is agreed that if taken together they are adjudged to go beyond what is reasonable in all the circumstances for our protection but would be judged reasonable if part or parts of the wording of them were deleted or its period reduced or an area defined, they will apply with such words deleted or with such modifications as may be necessary to make it valid and effective.
- 20. Force Majeure:** Neither Party will be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism or war, governmental action or any other event beyond the control of the Party in question.
- 21. Waiver:** The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract will constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure will not be deemed to be a waiver of any preceding or subsequent breach and will not constitute a continuing waiver.
- 22. Severance:** The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) will be deemed severed from the remainder of these Terms and Conditions (and the Contract, as appropriate). The remainder of these Terms and Conditions will be valid and enforceable.
- 23. Data Protection**
- 23.1 If any Personal Data (as defined by the Data Protection Act 2018) is passed to us under this Contract then the parties acknowledge that, for the purposes of this Contract, the Client is the Controller and we are the Processor in respect of any Personal Data processed in connection with the Services.
- 23.2 We shall process Personal Data only on documented instructions from the Client, unless required to do so by law.
- 23.3 We shall:
- 23.3.1 process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any regulatory body;
- 23.3.2 implement appropriate measures to protect the Personal Data against unauthorised or unlawful processing or loss, destruction, damage, alteration or disclosure; and
- 23.3.3 take reasonable steps to ensure the reliability and confidentiality of any of our personnel who have access to the Personal Data.
- 23.3.4 notify the Client without undue delay upon becoming aware of any Personal Data breach affecting the Client's Personal Data
- 23.3.5 assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under applicable data protection laws
- 23.3.6 assist the Client, at the Client's cost, in ensuring compliance with obligations relating to security, breach notifications, impact assessments and consultations with supervisory authorities;
- 23.3.7 at the written request of the Client, delete or return Personal Data (at the Client's choice) upon termination of the Contract, unless required to retain it by law
- 23.4 You agree that you will also comply with the data protection laws at all times. In particular, if you are passing us or allowing us access to the personal data of any third party, you warrant that you have obtained permission from those third parties for us to access their data. We will only use it to perform our obligations under the Contract and will not use it for any other purpose.
- 23.5 We may appoint sub-processors to assist in the provision of the Services. We shall remain responsible for the acts and omissions of any sub-processor and shall ensure that appropriate contractual protections are in place.
- 23.6 Where Personal Data is transferred outside of the United Kingdom, we shall ensure that appropriate safeguards are in place in accordance with applicable data protection laws.
- 24. Third Party Rights:** No part of the Contract is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.
- 25. Notices**
- 25.1 All notices shall be in writing, addressed to the most recent address or email address notified to the other Party and shall be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 25.2 Notices will be deemed to have been duly given: when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; when sent, if transmitted by email and a successful return receipt is generated; or on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid.
- 26. Law and Jurisdiction**
- 26.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) will be governed by, and construed in accordance with, the laws of England and Wales.
- 26.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) will fall within the jurisdiction of the courts of England and Wales.