

TERMS AND CONDITIONS OF CONTRACT

1 DEFINITION AND INTERPRETATION

1.1 In the Contract:

"**Authorised User**" means an individual whom the Client has authorised to have access to the Systems and to whom a password has been issued for such purpose.

"**Booking Form**" means the booking form used by the Client to book Training Services.

"**Charges**" means the charges for the Services as set out in the Proposal or Proposal Acceptance including without limitation fees, expenses and other costs.

"**Client**" means the party who purchases or agrees to purchase the Services identified in the Proposal Acceptance.

"**Commencement Date**" has the meaning given to it in clause 1.5.

"**Conditions**" means these terms and conditions of contract.

"**Confidential Information**" means in the case of either party all information (in any media) of a confidential nature disclosed by that party its employees, agents, consultants or subcontractors to the other including but not limited to all technical or commercial know-how, specifications, inventions, processes or initiatives.

"**Contract**" means the contract between Ligtas and the Client for the provision of the Services comprising these Conditions, the Proposal, the Proposal Acceptance, and any Special Conditions.

"**Documents**" means any and all drawings, specifications, technical know-how, plans, reports, models, presentation materials, brochures, guides, course notes, training materials promotional materials etc. prepared by or on behalf of Ligtas.

"**Editorial Users**" means Authorised Users that have been granted certain increased access rights to the Systems and Documents.

"**Group**" means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

"**IP**" means any patents, patent applications, trademarks or trading names (in each case, whether or not registered), trade mark applications, know-how, design rights registered or unregistered (including registered design applications), confidential information, copyright, database rights and all other intellectual property rights including any rights analogous to the same subsisting anywhere in the world at any time.

"**Premises**" means the Client's premises at which the Services may be provided (if any).

"**Proposal**" means the proposal for the Services provided by Ligtas to the Client.

"**Proposal Acceptance**" means the Client's acceptance of the Proposal upon the Client's signature of the proposal acceptance slip attached to the Proposal.

"**Purchase Order**" means the order placed by the Client setting out its request for Services.

"**Services**" means the services as set out in the Proposal or Proposal Acceptance including the provision of any Systems and/or training as applicable.

"**Special Conditions**" means any special conditions agreed between Ligtas and the Client set out in the Proposal Acceptance.

"**Systems**" means such on-line systems or portals as may be provided by Ligtas as part of the Services in accordance with the Contract.

"**Term**" means the term of the Contract beginning on the Commencement Date and ending on the date of completion of the Services by Ligtas, or the date stated in the Proposal, or the date of termination in accordance with clause 12 (whichever is the earliest).

"**Training Materials**" means all materials provided by Ligtas to the Client in advance of, during the provision of and/or following training sessions provided by Ligtas to the Client under the Contract.

"**Training Services**" means training Services provided to the Client upon the Client's request as set out in a Booking Form.

"**Working Day**" means Monday to Friday (inclusive) excluding bank holidays and other days when clearing banks are not open for business.

1.2 Wherever in the Contract provision is made for a communication to be "written" or "in writing" this includes email, unless expressly stated otherwise in these Conditions.

1.3 References to any statutes or statutory regulations shall be deemed to include any subsequent revisions or re-enactments thereof.

1.4 The Proposal constitutes an offer by Ligtas to the Client to provide Services in accordance with these Conditions.

1.5 The Proposal shall be deemed accepted upon the Client's signature of the Proposal Acceptance or the Client's provision to allow Ligtas to commence the Services whichever is the earlier, at which date the Contract shall come into existence ("**Commencement Date**").

1.6 Any Proposal given by Ligtas is only valid for a period of 30 days from its date of issue (unless otherwise agreed by Ligtas and/or stated on the Proposal) and Ligtas shall be entitled to vary or withdraw a Proposal at its discretion after that time.

1.7 The Client may request Training Services from Ligtas from time to time. The completed Booking Form provided by the Client to Ligtas shall constitute an offer by the Client to purchase Training Services from Ligtas, and the offer shall be deemed accepted upon Ligtas written notification in the form of an email. The terms of these Conditions shall apply *mutatis mutandis* to the Contract for Training Services as Services contracted under a Proposal and a Contract shall be formed accordingly.

1.8 These Conditions shall apply to and be incorporated in the Contract and shall be in substitution for any ongoing arrangement made between Ligtas and the Client and shall prevail over any terms or conditions contained in or referred to in the Purchase Order or other Client correspondence or elsewhere or implied by trade custom or practice or course of dealing. No addition to or variation of or exclusion or attempted exclusion of these Conditions shall be binding upon Ligtas unless specifically agreed to in writing and signed by a duly authorised representative of Ligtas. Email shall not suffice as writing for the purposes of this clause.

1.9 All the provisions of the Contract between Ligtas and the Client are contained in or referred to in the Proposal, Proposal Acceptance, these Conditions and (where applicable) the Special Conditions. In no circumstances will any conditions of purchase submitted at any time by the Client be applied to the Contract and any failure by Ligtas to challenge any such terms and conditions does not imply acceptance of those terms and conditions.

1.10 In the event of any conflict between any terms contained in the Proposal / Booking Form, Special Conditions, Proposal Acceptance and these Conditions the following order of precedence shall apply to the extent of any inconsistency only:

1.10.1 the Special Conditions;

1.10.2 Proposal Acceptance;

1.10.3 Proposal / Booking Form;

1.10.4 these Conditions.

2 SERVICES

2.1 During the Term, Ligtas shall supply the Services to the Client using all reasonable skill, care and diligence to the standards of a reasonably qualified and competent provider of services similar to the Services.

2.2 Ligtas shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Ligtas shall notify the Client of the relevant changes and any consequent amendment to the Charges in any such event.

3 CANCELLATION TERMS

3.1 This clause 3 shall only apply in instances where Training Services or consultancy visits are being provided.

3.2 Ligtas reserves the right to be able to postpone or cancel a training course in case of insufficient delegate numbers. Alternative training courses may be made available where possible. Payment shall be refunded in full to the Client if the delegate cannot attend an alternative course offered, or the course is cancelled in accordance with this clause 3.2.

3.3 The Client may be able to cancel a training course or transfer to an alternative course if unable to attend (places permitting) provided that no less than 12 weeks' written notice is given specifying the alternative course to transfer to, or Ligtas shall try to find another date that is suitable.

3.4 In the event that the Client cancels a course booking within 12 weeks of the course date, or fails to attend the following charges shall apply:

3.4.1 25% of the course Charges for notice within 8-12 weeks of the course date;

3.4.2 50% of the course Charges for notice within 4-8 weeks of the course date; or

3.4.3 100% of the course Charges for notice within 4 weeks of the course date or where the delegate fails to attend; and

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- 3.4.4 all expenses incurred by Ligtas in relation to cancelled training course booking shall be reimbursed immediately,
- and in respect of any cancellation that falls outside the 12 week period, Ligtas shall be entitled to charge a £50 admin fee.
- 3.5 If the Client cancels a consultancy visit to the Premises, the following cancellation fees shall apply:
- 3.5.1 4 - 6 Working Days' notice (inclusive) – 50% of the Charges; or
- 3.5.2 24 hours - 3 Working Days' notice (inclusive) – 75% of the Charges; or
- 3.5.3 24 hours cancellation or non-attendance will be subject to the full Charges; and
- 3.5.4 all expenses incurred by Ligtas in relation to cancelled consultancy visits shall be reimbursed immediately.
- 3.6 All notices of cancellation or postponement must be made in writing.
- 3.7 Any fees payable for e-learning training services booked by the Client online are non-refundable.
- 3.8 Where the Client is a consumer within the meaning of regulation 4 of The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("CCICACR"), the Client shall be entitled to those additional statutory rights relating to cancellation as set out in the CCICACR.
- 4 CHARGES AND PAYMENT**
- 4.1 The Charges for the Services shall be those agreed and set out in the Proposal. Each invoice for work performed shall be payable by the Client in full within 30 days of invoice date (unless otherwise stated in the Proposal / Booking Form and/or Proposal Acceptance) without reference to and notwithstanding any defect or default in the work performed or to be performed subsequently. The Client shall pay the Charges specified in pounds sterling by direct debit or BACS transfer into Ligtas' account as notified in writing by Ligtas from time to time. All Charges are net of Value Added Tax (VAT), which the Client shall pay to Ligtas (at the prevailing rate) upon receipt of a valid VAT invoice. Time for payment shall be of the essence.
- 4.2 Ligtas reserves the right to carry out an annual review of the Charges and will notify the Client of any resulting changes to the Charges at least 30 days prior to implementation.
- 4.3 Notwithstanding any other terms of the Contract, Ligtas may withhold or suspend the provision of the Services (in addition to any other remedy available to Ligtas) without terminating the Contract if the Client has failed to pay Ligtas' invoices in accordance with the Contract.
- 4.4 If the Client fails to make any payment due to Ligtas under the Contract by the due date for payment, then, without limiting Ligtas' remedies under clause 4.1 or 4.3, the Client shall pay interest on the overdue amount at the rate of 8% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.
- 4.5 If the Client requires Ligtas to carry out any additional services not specified in the Proposal / Booking Form or Proposal Acceptance, Ligtas shall be entitled to make additional charges for such services.
- 4.6 All payments to be made by the Client under the Contract will be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.
- 5 THE CLIENT'S OBLIGATIONS**
- 5.1 The Client will:
- 5.1.1 ensure prompt provision of resources, including decisions, information, documentation and access (to personnel, records and Premises) required to enable Ligtas and its agents and employees to provide the Services in accordance with the Contract;
- 5.1.2 ensure a safe working environment at the Premises for Ligtas, its agents and employees; and ensure in the interests of health and safety that Ligtas' personnel, while on the Premises for the purpose of carrying out the Services have access at all times to a member of the Client's staff familiar with the Premises and safety procedures;
- 5.1.3 be responsible for the accuracy and legality of all information from time to time provided to Ligtas, ensure that none of it infringes the IP of or defames any person and indemnify and keep Ligtas indemnified accordingly;
- 5.1.4 be solely responsible for maintaining back-up and disaster recovery procedures and all other information the Client supplies to Ligtas from time to time;
- 5.1.5 wherever possible, provide a suitable vehicle parking facility for use by Ligtas' personnel which is free from any legal restrictions and immediately close to the location at which the Services are being provided; and
- 5.1.6 perform its obligations in the Contract in a competent, prompt and diligent manner.
- 5.2 The Client hereby acknowledges that the provision by Ligtas of the Services in accordance with the Contract will not absolve the Client from any obligation, including any statutory obligation, to which it may from time to time be subject.
- 5.3 The Client acknowledges that Ligtas provides the Services in reliance on information and data provided by the Client. The Client is responsible entirely for the accuracy, relevance and completeness of all information provided in any form. All assessments completed by Ligtas are based on the Client information and Ligtas shall not have any duty to check the accuracy or completeness of the information provided. Ligtas accepts no liability for the incorrect provision of Services based on information provided by the Client under the Contract.
- 5.4 The Client agrees that Ligtas shall not be liable under any circumstances for any delay, error or problem caused by any act or omission on the part of the Client, its agents or employees. Ligtas may levy additional charges (at its then current standard rates) resulting from any additional work or additional costs incurred or undertaken as a consequence of any such act or omission.
- 5.5 The Client accepts that Ligtas shall be entitled to announce (either verbally or in writing) for marketing purposes only that it has undertaken the Services for the Client.
- 5.6 In the event that the Client fails to notify Ligtas of any problem or concern within five (5) Working Days of Ligtas carrying out the Services then the Client will be deemed to have accepted the same.
- 5.7 If Ligtas is providing Systems in accordance with the Contract, the Client shall and shall procure that any Authorised Users and Editorial Users:
- 5.7.1 operate any relevant Systems only in accordance with Ligtas' and/or any relevant licensor of the Systems' instructions and shall ensure that no modifications are made to any such Systems; and
- 5.7.2 supply to Ligtas a list of its Authorised Users and Editorial Users; maintain an up to date version of the list of Authorised Users and Editorial Users and supply a copy to Ligtas promptly upon request; and issue to each of its Authorised Users and Editorial Users, the password from time to time provided by Ligtas.
- 5.8 The Client shall ensure that it keeps an up to date list of all Authorised Users and Editorial Users with access to the Systems at any given time. The Client shall ensure that each Authorised User and Editorial User keeps his or her username and password confidential and does not at any time share any access details to the Systems with any other person. The Client shall immediately inform Ligtas when individual Authorised Users and Editorial Users no longer require access to the Systems.
- 5.9 Ligtas hereby grants the Client a royalty-free (save as set out in the Contract), non-exclusive and revocable licence to use the Systems for the sole purpose of receiving the Services for the duration of the Term.
- 5.10 In respect of the Client's use and any Authorised Users and Editorial Users use of any relevant Systems, the Client shall comply with generally accepted principles of internet usage and ensure that:
- 5.10.1 such relevant Systems are not used by any of the Authorised Users and Editorial Users fraudulently, in connection with any criminal offence, or otherwise unlawfully or to send or receive any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights, or to send or provide unsolicited advertising or promotional material; and
- 5.10.2 no attempt is made to reproduce, copy, adapt, decompile, disassemble, modify, reverse engineer or make error connections to the Systems in whole or in part;
- 5.10.3 no viruses are introduced into any such Systems and that, if a virus is found, promptly upon its discovery eliminate it and/or ameliorate its effect.
- 5.11 The Client acknowledges and accepts that Ligtas may be required by law to monitor website content and traffic and, if necessary, give evidence of the same together with use of log-on identification to support or defend any dispute or actionable cause.
- 5.12 Ligtas does not guarantee that the Systems will be uninterrupted, error or virus free and excludes any liability in relation to the same. Ligtas reserves the right to undertake maintenance or emergency works to the Systems from time to time.
- 6 RESERVATION OF TITLE**
- 6.1 Title to and property in the Systems shall remain vested in Ligtas at all times.
- 6.2 Ligtas shall be entitled to remove access to any Systems for which it retains title at any time (including but not limited upon termination of the Contract) and for such purpose Ligtas and/or its agents and/or representatives shall be entitled at any time.
- 7 DATA PROTECTION**
- 7.1 In this clause 7:
- 7.1.1 'personal data', 'data controller', 'data processor', 'data subject' and 'process' or 'processing' each have the same meaning as used in the Data Protection Laws;
- 7.1.2 "Client Personal Data" means any and all personal data which is provided by or on behalf of the Client to Ligtas or which is otherwise processed by Ligtas as a result of or in connection with the provision of the Services and for which the Client is the data controller, as specifically identified in Annex 1;
- 7.1.3 "Data Protection Laws" means the Data Protection Act 2018, Data Protection Directive (95/46/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (commonly known as the "GDPR"), together with any and all other laws, regulations or other statutory instruments relating to the protection of personal data applicable to the parties in any relevant jurisdiction.
- 7.2 The parties agree that, with respect to any Client Personal Data, the Client is the data controller and Ligtas is the data processor, and that where Ligtas processes personal data on behalf of the Client, Ligtas shall comply with the requirements of this clause 7.
- 7.3 The parties have agreed that the description of the processing is as set out in Annex 1.
- 7.4 Ligtas shall:

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- 7.4.1 comply with its obligations under any applicable laws regarding the Client Personal Data (including the Data Protection Laws), and shall not by any act or omission put the Client in breach of any such laws (including the Data Protection Laws);
- 7.4.2 only process any Client Personal Data for the purposes of providing the Services (and for no other purpose whatsoever) and only in accordance with the Client's written instructions from time to time;
- 7.4.3 process Client Personal Data other than in accordance with clause 7.4.1 only if required to do so by law, in which case Ligtas shall inform the Client of the relevant legal requirement before processing;
- 7.4.4 ensure that access to the Client Personal Data is strictly limited to persons who need access to it as strictly necessary to perform the Services and that all such persons are informed of the confidential nature of the Client Personal Data, are subject to contractual or statutory obligations of confidentiality;
- 7.4.5 keep appropriate records of all processing activity carried out by Ligtas in accordance with this Contract, including the permissioning, access to and control of the Client Personal Data;
- 7.4.6 ensure that Client Personal Data is kept secure, and implement and maintain appropriate technical and organisational measures to protect the Client Personal Data (ensuring in each case a level of security appropriate to the risk), to prevent, and take prompt and proper remedial action against, unauthorised or unlawful processing (including access, copying, modification, storage or distribution) accidental loss of or damage to the Client Personal Data;
- 7.4.7 provide to the Client at any time on request a detailed written description of the technical and organisational measures in place to protect the Client Personal Data as required under clause 7.4.6 above;
- 7.4.8 not transfer the Client Personal Data to countries outside the European Economic Area ("EEA") without Client's prior authorisation and, at the reasonable request of the Client, enter into a separate written agreement relating to the transfer of personal data outside of the EEA (or otherwise enter into an alternative arrangement as may be approved under the Data Protection Laws relating to the transfer of data outside of the EEA);
- 7.4.9 promptly and fully notify the Client in writing of any notices received by Ligtas (or any sub-processor) relating to the processing of any Client Personal Data, including requests from individual data subjects in relation to the exercise of their rights (including subject access requests), complaints and/or correspondence from any regulatory body including any competent data protection supervisory authority and provide such information and assistance as the Client may reasonably require in relation to any such notice;
- 7.4.10 assist the Client in meeting the Client's obligations regarding the exercise of data subjects' rights in accordance with the Data Protection Laws;
- 7.4.11 assist the Client in meeting the Client's obligations under the Data Protection Laws with respect to data security, breach notification, data protection impact assessments and prior consultation with or notification to a competent data protection supervisory authority;
- 7.4.12 not permit any processing of the Client Personal Data by any agent, sub-contractor, service provider or other third party ("sub-processor") without the prior written authorisation of the Client in each case, and shall ensure in each case that prior to the sub-processor processing any Client Personal Data, the sub-processor shall enter a written contract with the Supplier which is on terms equivalent to those set out in this Contract. Notwithstanding the engagement of any sub-processors, Ligtas shall remain liable to the Client for the acts and omissions of such third parties as if they were acts and omissions of Ligtas;
- 7.4.13 on request at any time and on termination of this Contract (save as required by law), at the Client's option either return to the Client all Client Personal Data and copies of it in such format as the Client may require or, at the Client's written request, securely destroy the Client Personal Data in any manner the Client may specify; and
- 7.4.14 at the reasonable request of the Client, make available to the Client all information necessary to demonstrate Ligtas' (and any sub-processor's) compliance with this clause 7 and permit the Client and its representatives to inspect and audit Ligtas' data processing activities and comply with all reasonable requests to enable the Client to verify and/or procure that Ligtas (and any sub-processor) is complying with this clause 7.
- 7.5 Without prejudice to clause 7.4.12, the Client acknowledges that the signing of the Contract acts as authorisation (as required by clause 7.4.12) for the appointment of the sub-processors set out in Annex 1.
- 7.6 The Client is solely responsible for establishing the lawful basis for the processing of Client Personal Data by Ligtas under this Contract, including where applicable the obtaining of all necessary consents from data subjects, and shall notify Ligtas on request of the applicable lawful basis for any processing Ligtas is required to perform.
- 7.7 Subject to clause 9.1, Ligtas shall indemnify the Client in full and hold it harmless on demand from and against any claims, losses, costs, fines or damages suffered or incurred by the Client or for which the Client may become liable arising out of or in connection with any breach of this clause 7 by Ligtas.
- 7.8 The Client shall indemnify and keep indemnified Ligtas in full and hold it harmless on demand from and against any claims, losses, costs, fines or damages suffered or incurred by Ligtas or for which Ligtas may become liable arising out of or in connection with any breach of this clause 7 by the Client.
- 7.9 The Client shall own all rights, title and interest in and to the Client Data and shall have sole responsibility for the legality, relevance, reliability, integrity, accuracy, completeness and quality of the Client Data, and the Client acknowledges that Ligtas provides the Services on reliance of such Client Data. The provision of the Services by Ligtas is based on the Client Data and Ligtas shall not have any duty to check the accuracy or completeness of the Client Data. Ligtas accepts no liability for the incorrect provision of Services based on Client Data provided by the Client under the Contract.

- 7.10 Ligtas shall follow its back up procedures for the Client Data as set out in the Documents, as such document may be amended by Ligtas in its sole discretion from time to time. In the event of any loss or damage to the Client Data, the Client's sole and exclusive remedy shall be for Ligtas to use reasonable commercial endeavours to restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by Ligtas in accordance with the archiving procedure described in the Documents. Ligtas shall not be responsible for any loss, destruction, alteration or disclosure of the Client Data caused by any third party (except those third parties sub-contracted by Ligtas to perform Services related to the Client Data maintenance and back-up).

## 8 INTELLECTUAL PROPERTY

- 8.1 Ligtas shall retain all IP relating to the Services and in any and all Documents, Systems, any other systems, methods, material and items created by or on behalf of Ligtas whether specifically for the purposes of the Contract or otherwise.
- 8.2 If a third party owns any Systems, or part thereof, such third party shall (if applicable) retain all IP relating to the Systems.
- 8.3 The Client hereby acknowledges that Ligtas shall have no liability for any misuse by or on behalf of the Client, or any other person, of any of the Documents (which shall be determined by reference to the purposes for which the Documents were originally prepared) or any other deliverables generated during the provision of the Services.
- 8.4 The Client hereby grants Ligtas a royalty-free, non-exclusive and irrevocable licence to copy and use any Training Material or Documents provided by the Client for all reasonable purposes related to the Services.
- 8.5 The Client shall not use the Systems, Documents, or any deliverables resulting from the Services for any purpose whatsoever other than as necessary to receive the Services.
- 8.6 The Client hereby agrees to fully indemnify and hold Ligtas harmless in respect of any third party claims brought against Ligtas as a result of or relating to the use of any IP provided by Client to Ligtas under the Contract.
- 8.7 The Client shall not be entitled to rely on the content of the Documents, Training Materials, assessments or any other deliverables or information provided by Ligtas during the Contract outside of the Term of the Contract or for any reason during the Term other than for its own usual business purposes and/or the purpose for which they were originally provided. Ligtas accepts no liability for use of the Documents, assessments, Training Materials and any other information provided to the Client other than during the Term.
- 8.8 For the avoidance of doubt, the Client shall not be entitled to sell, derive any commercial benefit or otherwise provide the benefit of Training Materials, Documents, assessments or other information and/or deliverables provided by Ligtas to the Client or via the Systems to any third party.
- 8.9 In the event that there is an actual, alleged or threatened breach of any third party's intellectual property rights arising out of the Client's use of the Systems, Ligtas may procure the right for the Client to continue using the Systems, replace or modify the Systems so that they become non-infringing or, if such remedies are not reasonably available, withdraw the Client's access to the Systems without any additional liability or obligation to pay liquidated damages or other additional costs to the Client

## 9 LIMITATION OF LIABILITY AND REMEDIES

- 9.1 **Subject to clause 9.3 and notwithstanding clause 9.2, Ligtas' maximum total liability under or arising out of or in connection with the Contract will not exceed the sum which is twice the total value of the Charges paid by the Client in the year during which the claim arose, or such pro-rated amount should the claim arise in the first year of trading.**
- 9.2 **Subject to clause 9.3, Ligtas will not in any circumstances have any liability (whether direct or indirect) for (i) loss of business or business opportunity, (ii) loss of revenue, (iii) loss of profits, (iv) loss of anticipated savings, (v) loss of or damage to data, (vi) loss of goodwill or injury to reputation (vii) any third party claims (viii) loss which could have been avoided by the Client through reasonable conduct or by the Client taking reasonable precautions or (ix) loss due to Systems downtime for maintenance or emergencies or (x) any consequential or indirect loss. The Client is strongly advised to insure against all such potential loss, damage, expense or liability.**
- 9.3 Nothing in the Contract seeks to exclude or limit any liability of Ligtas for death or personal injury caused by its negligence or for its fraudulent misrepresentation.
- 9.4 The Client hereby acknowledges and agrees that the limitations of liability referred to in clause 9.1 and 9.2 are fair and reasonable, reflected in the level of the Charges and the insurance cover carried by Ligtas and are just and equitable having full regards to the extent of Ligtas' responsibility for any loss or damage suffered.
- 9.5 Save as required by law and save as may otherwise be set out in the Contract, Ligtas disclaims and the Client waives all other warranties, express or implied, with respect to the Services, arising by law or otherwise, including, without limitation, any implied warranty of satisfactory quality, fitness for a particular purpose and any obligation, liability, right, remedy or claim in tort.
- 9.6 Save as required by law, the Client's exclusive remedy for any default or defect in the performance of the Services by Ligtas shall be to correct and/or re-perform any such defective Services by Ligtas. If it is not economical or technically feasible for Ligtas to correct and/or re-perform the defect then the Client's exclusive remedy shall be a full or partial credit of sums paid for the defective Service(s) (subject always to the other provisions of this clause 9).
- 10 CONFIDENTIAL INFORMATION
- 10.1 Each party shall keep in strict confidence and treat the other party's Confidential Information as confidential and to use it only for the purposes of the Contract except in so far as may be necessary for the performance of any obligations of the Contract or to the extent that such

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information is generally available to the public or to the extent that disclosure of information is required to be made by law.

10.2 Each party agrees that this obligation shall continue in force without limitation in point of time notwithstanding the termination or expiry of the Contract for any reason but shall cease to apply to information from the point at which it enters into the public domain and shall also cease to apply to information which is received independently from another source without the imposition of any duty of confidence.

**11 FORCE MAJEURE**

Neither party shall have any liability to the other party if it is prevented from, or delayed in performing, its obligations under the Contract, or from carrying on its business by any event(s) or combination of events where such event(s) arises from, or is attributable to acts, events, omissions or accidents beyond the reasonable control of the relevant party including, but not limited to, acts of God, terrorism, war or flood ("Force Majeure Event"). In such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed due to the Force Majeure Event.

**12 SUMMARY TERMINATION**

12.1 Ligtas may terminate the Contract (or part thereof) by providing the Client with 30 days' written notice.

12.2 The Client shall not be entitled to terminate the Contract (or part thereof) without cause.

12.3 Either party may terminate the Contract forthwith by notice to the other party without liability to such party if:

12.3.1 the other party is in material breach of the Contract which breach is not capable of remedy or, if capable of remedy, is not remedied within 14 days of notification of the breach and requiring its remedy; or

12.3.2 the other party has had a trustee, receiver, administrative receiver or similar official appointed over a material part of its business or assets; or an order has been made or a resolution passed for the other party's winding up (otherwise than for the purpose of a bona fide scheme of arrangement or solvent amalgamation or reconstruction) or an administration order has been made; or a proposal has been made in respect of the other party for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or for any other composition scheme of arrangement with (or assignment for the benefit of) its creditors; or the other party ceases to trade or is unable to pay its debts as and when they fall due; or any other analogous event occurs in any other jurisdiction;

12.3.3 the other party ceases or threatens to cease trading; or

12.3.4 the other party fails to make any payment in accordance with the terms of the Contract.

12.4 Upon termination of the Contract howsoever occurring:

12.4.1 the Client's right to access and/or use the Systems shall cease immediately;

12.4.2 the Client shall return or dispose of any of Ligtas' Confidential Information and all copies thereof in accordance with Ligtas' instructions; and

12.4.3 the Client shall remain liable to pay Ligtas any Charges outstanding and for any Services already performed prior to the date of termination.

12.5 Termination of the Contract for any reason shall be without prejudice to any rights of either party which may have accrued up to the date of termination.

12.6 Clauses 6, 7.2, 8, 9, 10, 12.4, 12.6 and 13 shall survive termination.

**13 MISCELLANEOUS**

13.1 The Contract contains the entire understanding between the parties in connection with the matters herein contained and supersedes any previous agreements statements or undertakings (whether written, oral or implied) relating to the subject matter of the Contract. The parties acknowledge that in entering into the Contract neither has relied on any oral or written representation or undertaking by the other except as expressly incorporated in the Contract. Nothing in this clause 13.1 will exclude any liability in respect of misrepresentations made fraudulently.

13.2 A waiver by either party of any right under the Contract, or of any failure to perform or breach hereof by either party, shall not constitute or be deemed to be a waiver of any other or future right hereunder or of any other failure to perform or breach hereof, whether of a similar or dissimilar nature.

13.3 No variation of the Contract shall be valid unless it is in writing and signed by or on behalf of a duly authorised representative of each of the parties.

13.4 For the purposes of the Contract, Ligtas shall be an independent contractor, and neither Ligtas nor its sub-contractors nor its directors or employees nor any one of them, shall be deemed to be an employee or agent of or a partner with the Client.

13.5 The Client shall not assign the Contract in whole or in part without the prior approval of Ligtas (such approval not to be unreasonably withheld or delayed). Ligtas shall be entitled to assign the Contract in whole or in part at any time without consent.

13.6 A person who is not a party to the Contract shall not have any rights under or in connection with it.

13.7 Both parties shall comply, and shall ensure that each of their subcontractors, agents and personnel comply, with any relevant and applicable anti-bribery and corruption laws, regulations and/or directives related to the provision and receipt of the Services.

13.8 The Client warrants and represents to Ligtas that it complies with the Bribery Act 2010 and that it has not and shall not, in connection with the Services contemplated by the Contract or in connection with any other business transactions involving Ligtas, make, promise or offer to make any payment or transfer of anything of value, directly or indirectly: (i) to any government official (as defined below) or to an intermediary for payment to any government official, or (ii) to any political party for the purpose of influencing any act or decision of such official or securing an improper advantage to assist Ligtas in obtaining or retaining business. It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business. "Government official" is defined as any employee or officer of a government of a country, including any regional or local department, company or business owned or controlled by such government, any official of a political party, any official or employee of a public international organisation, any person acting in an official capacity for, or on behalf of, such entities, and any candidate for political office. Failure by the Client to comply with this clause 13.8 shall constitute a material breach of the Contract.

13.9 The Client agrees that it will not at any time during the Term or for 6 months thereafter, without the prior written consent of Ligtas, directly or indirectly solicit, induce or entice away from Ligtas or employ, engage or appoint in any way cause to be employed, engaged or appointed any employee, agent or sub-contractor of Ligtas to perform services substantially similar to the Services.

13.10 Any notice under the Contract must be given in writing to the addresses set out in the Proposal and if no address is given, the registered office of such party. Any such notices shall be effective if delivered by recorded delivery (delivery deemed to have taken place at the date and time recorded).

13.11 Each provision of the Contract is severable and distinct from the others and if any provision is or at any time becomes to any extent or in any circumstances invalid, illegal or unenforceable for any reason, it shall to that extent or in those circumstances be deemed not to form part of the Contract, but the validity, legality and enforceability of all other provision of the Contract shall not otherwise be affected or impaired, it being the parties intention that every provision of the Contract shall be and remain valid and enforceable to the fullest extent permitted by law.

13.12 In performing its obligations under the Contract, each party shall procure (and shall procure that each member of its Group) complies with the terms of the Modern Slavery Act 2015.

13.13 The Contract, including any non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English and Welsh courts

Subject matter of the processing	The processing of personal data to the extent necessary for the provision of the Services.
Duration of the processing	The term of the Contract.
Nature of the processing	The processing of personal data to the extent necessary for the provision of the Services.
Purpose of the processing	The processing of personal data to the extent necessary for the provision of the Services.
Personal data types	Client employee data (including but not limited to) names, contact addresses, contact telephone numbers or the details of customers of the Client (including but not limited to) names, contact addresses, contact telephone numbers.
Categories of data subjects	Client's employees, contractors and customers.
Obligations and rights of the controller	As set out in the Contract.
Appointed Sub-Processors	Rackspace Limited as hosting partner and Alcumus Group Limited through the use of their systems.

Ref:	Classification	Author	Controller	Approver	Version & Issue Date	Page
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