



IT IS AGREED:

1. Definitions

1.1. The following terms used in this Agreement have the following meanings:

<b>Agreement</b>	these Terms and Conditions
<b>Alarm(s)</b>	Notification of activation, fault or other received from the Equipment
<b>App</b>	Software or website loaded onto or connected to by a User's Device which connects to the <a href="#">Corrin</a> Guardian Lone Working system for the Monitoring of the User's Location
<b>ARC</b>	Alarm Receiving Centre
<b>Change of Control</b>	a change in the beneficial ownership of more than 50% of the issued share capital of a Company or the legal power to direct or cause the direction of the general management of the Company
<b>Commencement Date</b>	the date of execution of the Agreement which is either the order date for intruder alarm signalling Equipment, router equipment or SIM card, or the Monitoring connection date, inclusive of any required Soak Test Period for all other Equipment
<b>Company</b>	Remote Monitoring Services Group Limited a registered Company in England & Wales with Company registration 12228612 and its parent Company BusinessWatch UK Holdings Limited, a Company registered in England and Wales with Company registration number 06067087 and its registered offices at Unit 29 Metro Centre Woodston Industrial Park, Welbeck Way, Peterborough, Cambridgeshire, PE2 7UH and its Group Subsidiaries
<b>Company Personnel</b>	any User of the Company or any self-employed third-party contractor engaged by the Company in the provision of the Services
<b>Customer</b>	any organisation or person who enters into this Agreement
<b>Customer Data</b>	All data processed by the Company or otherwise provided to the Company pursuant hereto
<b>Clients' Premises</b>	the address of the End User
<b>Device</b>	The mobile phone, tablet, laptop or other device which accesses the Services by a User, through the App
<b>Downtime</b>	A period in which there is a total loss of the Services
<b>Emergency Contacts</b>	Any person or Company provided by the Customer and/or end user as a contact for alarm and incident reporting via a telephone call
<b>Emergency Services</b>	The Police, Fire, or Ambulance services
<b>Employment Regulations</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) (as amended)
<b>Equipment</b>	Any Device used to access the App
<b>Extended Term</b>	to which forms part of the term meaning given in clause 2.1
<b>Force Majeure Event</b>	any event affecting the performance by the Company of its obligations under this Agreement arising from or attributed to acts, events, omissions or accidents which are beyond the reasonable control of the Company including any abnormal inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supplies, war, military operations, riot, crowd disorder, vandalism, arson or criminal damage to the installed Equipment, terrorist action, civil commotion, refusal of the police, fire or other authorities to accept notification of the receipt of any alarm signal and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions) of any relevant government, court or authority and, in the case of the Customer, any state of the Customer's Premises or location where the Services are provided rendering such sites dangerous or unsafe for the provision of the Services in the reasonable opinion of the Company or Company Personnel
<b>Initial Period</b>	12 months from the initial commencement date
<b>Monitoring Services</b>	Reactive and/or active review and response to a notification of any Equipment covered under this Agreement or/and Service Level Agreement
<b>Monitoring Station</b>	the Company's site from which Monitoring is provided, also known as ARC (Alarm Receiving Centre) or RVRC (Remote Video Receiving Centre)
<b>Month</b>	a calendar month
<b>Monitoring Charge</b>	Charges incurred for the provision of the service
<b>NCPP</b>	National Police Chiefs Council <a href="https://www.npcc.police.uk/">https://www.npcc.police.uk/</a>
<b>Service Commencement Date</b>	defined as the date of order
<b>Services</b>	any or all or any combination, as relevant, of the services to be provided by the Company as set out in the Sales Enquiry



<b>Service Level Agreement</b>	means [the Company's standard instructions that apply to the performance of the Services, where relevant, by the Security Personnel]
<b>Set Up Costs</b>	if any, as set out in the Sales Enquiry
<b>Server</b>	The computer(s) used by the Company to provide the Services
<b>Subsidiaries</b>	All Companies held within the BusinessWatch UK Holdings Limited Group
<b>Subscription</b>	The fee payable for each User in accordance with the pricing set out
<b>Term</b>	the period beginning on the Commencement Date and ending upon termination of this Agreement for whatever reason
<b>User</b>	An individual who is subscribed to the Services

- 1.2 The headings in these Terms and Conditions do not affect its interpretation. Save where the context otherwise requires, references to clauses and schedules are to clauses and schedules of these Terms and Conditions.
- 1.3 Unless the context otherwise so requires:
  - 1.3.1 references to The Company and the Customer include their permitted successors
  - 1.3.2 references to statutory provisions include those statutory provisions as amended or re-enacted;
  - 1.3.3 references to any gender include all genders;
  - 1.3.4 words in the singular include the plural and in the plural include the singular.
- 1.5 In the event of any conflict between these Terms and Conditions and any other referred Terms and Conditions, however so, linked, provided or included, these Terms and Conditions shall take precedence
- 1.6 Holding company shall be construed in accordance with sections 736 and 736A of the Companies Act 1985.
- 1.7 Subsidiary shall be construed in accordance with sections 736 and 736A of the Companies Act 1985.

## 2. Provision of Services and Licences

- 2.1 The Company agrees with effect from the Commencement Date in consideration of the payment of the Charges by the Customer to supply the Services
- 2.2 The Customer acknowledges that The Company may at any time, and without notice, incorporate licence management software into the service for the purposes of ensuring that licence rights are not exceeded. For the avoidance of doubt no access to the Customer's system or devices is required for such verification.
- 2.3 The Customer must ensure that the number of User on to whose Devices the App is loaded does not exceed the number of User for which it has paid the appropriate User Subscription or Licence Fees.

## 3. Duration

- 3.1 An Agreement shall commence on the Commencement Date and shall (subject to the provisions for termination set out in the Agreement) continue for the Initial Period and thereafter will automatically renew for the same term as the Initial Period. Notice may be given in writing by either party of intention not to renew no less than 30 days' prior to the renewal date.

## 4. Charges

- 4.1 The Customer undertakes to pay the Charges for the Services. If any additional services are required, then the associated additional fees will be as agreed between the parties or based on The Company's then current charging rates.
- 4.2 The Company shall send to the Customer an invoice in respect of the Charges as set out in the Agreement.



4.3 The Charges will be based on the number of initial User set out in the Agreement; any increase in the number of User will result in a new Subscription fee and Agreement being commenced.

4.4 Where it is agreed that payment will be made on invoice, invoices are payable within 30 days after the date thereof unless otherwise agreed in writing.

4.5 The Company shall be entitled to charge the Customer interest in respect of the late payment of any sums due under any Agreement (as well after as before judgement) on a daily basis at the rate of 3 per cent per annum above the base rate from time to time of Barclays Bank plc from the due date therefor until payment.

4.6 All sums due under an Agreement are expressed exclusive of VAT but will be subject to VAT which will be payable by the Customer.

## 5. Service Levels

5.1 The Company undertakes with the Customer that it will use its reasonable endeavours to ensure that the Services and each component thereof will, subject to Clauses 10.5 and 14, be provided to the levels of performance specified in the Product and Services Description.

5.2 Where the Company is providing a Monitoring Service under this Agreement, the Monitoring Services shall be provided in accordance with the Monitoring Station's Terms and Conditions and Service Level Agreements, available at <https://www.remote-monitoring.co.uk/terms-conditions/>.

5.2.1 Where a Monitoring Service is provided under this Agreement, the Monitoring Station's Terms and Conditions and Service Level Agreements shall take precedence in the event of ambiguity, conflict or other uncertainty relating to the Agreement.

## 6. Outages, Service Interruptions and Changes to Services

6.1 Outages or Service Interruptions may be made by The Company when in its reasonable opinion they are necessary to facilitate improvements to or maintenance of the Services. Except in emergency situations such Outages or Service Interruptions shall be scheduled outside of business hours and the Customer shall be given such notice as far in advance as is possible and practical given the specific nature of the maintenance to be carried out. The Company will take all practical measures to minimise the Outages or Service Interruptions that may be caused by a change to the Services.

6.2 If Outages or Service Interruptions are required under Clause 6.1, The Company will endeavour to schedule them so as to minimise impact on the Services and will notify the Customer of the anticipated commencement time and its estimated duration.

## 7. Warranties and indemnities

7.1 The Company warrants to and undertakes with the Customer that:

7.1.1 The Company will provide the Services using reasonable care and skill and in accordance with the terms of the Agreement;

7.1.2 The Company has full right power and authority to provide the Services to the Customer in accordance with the terms of the Agreement;

7.1.3 the Services will be provided in accordance with the Product and Services Description; and

- 7.1.4 the use of the Services will not infringe the Intellectual Property rights or other rights of any third party, provided that the undertakings in this Clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Company's instructions, or modification or alteration of the Services by any party other than the Company or the Company's duly authorised contractors or agents. If the Services do not conform with the foregoing undertakings, the Company will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertakings set out in Clause 7.1.
- 7.2 Each party undertakes to abide by and comply with the terms of the Data Protection Act 2018 and General Data Protection Regulations (GDPR) 2016.
- 7.3 Except for the express warranties set forth in this Clause 7, the Services are provided on an "as is" basis, and the Customer's use thereof is at its own risk. The Company does not make, and hereby disclaims, any and all other express and/or implied warranties, statutory or otherwise, including, but not limited to, warranties of merchantability, fitness for a particular purpose and any warranties arising from a course of dealing, usage, or trade practice. The Company does not warrant that the Services will be uninterrupted, error-free, or completely secure.
- 7.4 The Company does not and cannot control the flow of data to or from its network, mobile networks and the Internet. Although The Company will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, The Company cannot guarantee that such events will not occur. Accordingly, The Company disclaims any and all liability resulting from or related to such events.
- 7.5 The Company will fully indemnify and hold Customer harmless from and against any and all losses, damages, claims, costs and expenses (including legal expenses) suffered or incurred by or awarded against Customer as a result of or in connection with:
- 7.5.1 any breach by The Company of Clause 13 (Confidentiality);
  - 7.5.2 any claim that use of the Services infringes the Intellectual Property rights of any third party (a "Claim").
- 7.6 Customer shall give The Company written notice of any Claim;
- 7.6.1 (subject to Clause 7.7) allow The Company to assume control of the negotiation, defence and settlement of the Claim and not make any admissions or compromise in relation to the same; and
  - 7.6.2 at The Company's expense, give The Company such assistance as The Company may reasonably require in the negotiation, defence, settlement or compromise of the Claim.
- 7.7 The Company shall conduct the negotiation, settlement and/or litigation of any Claim with due regard to the interests of Customer and shall not settle or make any compromise in relation to any Claim without the prior written consent of Customer (such consent not to be unreasonably withheld or delayed).
- 7.8 The Company shall not use Customer's name in any action or claim without Customer's prior written consent.
- 7.9 The Company may, in its sole discretion and without prejudice to the above indemnity:
- 7.9.1 procure the right for Customer to continue using the Services; or
  - 7.9.2 replace, vary or modify the Services so that they no longer infringe the rights of any third party (provided that such replacement, variation or modification shall not materially detrimentally affect the Services and/or Services).



## **8. Customer Obligations and Warranties**

8.1 The Customer shall provide all such assistance, facilities and information to The Company as The Company may reasonably require in order to enable it to carry out its obligations under an Agreement.

8.2 In the event that the Customer is in breach of any of its obligations under an Agreement, then:-

8.2.1 The Company cannot be held responsible should the Services fail to comply with the Service Levels as a result (directly or indirectly) of such Customer breach;

8.2.2 The Company shall be entitled to charge the Customer for staff time engaged on rectifying any resulting problems at The Company's then current standard charging rates; and

8.2.3 The Company may without any liability terminate or suspend the Services without prejudice to any other pre-existing rights and obligations of either party.

8.3 The Customer represents, warrants and undertakes that:

8.3.1 it has and shall during a Term have the legal right and authority to use and have used the Customer Equipment as contemplated under that Agreement;

8.3.2 it will use the Services only for lawful purposes and in accordance with the Agreement; and

8.3.3 any software, data, equipment or other materials provided by the Customer to The Company or employed by the Customer in its use of or receipt of the Services shall not infringe any Intellectual Property Rights, privacy or personal data interests of any third party and shall not be obscene or defamatory of any person and shall not violate the laws or regulations of any state which may have jurisdiction over such activity.

8.4 In the event of any breach of any of the foregoing representations or warranties, in addition to any other remedies available at law or in equity, The Company will have the right to suspend immediately any related Services if deemed reasonably necessary by The Company to protect the proper interests of The Company or its other customers. If practicable and depending on the nature of the breach, The Company may (in its absolute discretion) give the Customer an opportunity to cure such breach. In such case once the Customer has cured the breach, The Company will promptly restore the Service(s).

## **9. Security**

9.1 Each party recognises that it is impossible to maintain flawless security but (where relevant) The Company shall take all reasonable steps to prevent security breaches in its servers' interaction with the Customer and security breaches in any interaction with resources or users outside of any firewall that may be built into The Company's servers.

9.2 The Customer is responsible for maintaining the confidentiality of any passwords which are required to access the Software and the Services and is solely responsible for any damage caused by any such unauthorised access.

## **10. Limitation of Liability**

10.1 Except as expressly stated in Clause 10.2:

10.1.1 Neither party shall have liability for any losses or damages which may be suffered by the other party (or any person claiming under or through the other party), whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

10.1.1.1 special damage, even though The Company was aware of the circumstances in which such special damage could arise;

10.1.1.2 loss of profits;

10.1.1.3 loss of anticipated savings;

10.1.1.4 loss of business opportunity;

10.1.1.5 loss of or goodwill;

10.1.1.6 loss of or damage to data;

10.1.1.7 or for any special, indirect or consequential loss, costs, damages, charges or expenses howsoever arising under the Agreement.

10.1.2 to the extent that not excluded by the other provisions of this Clause 10 or otherwise, the total liability of The Company, whether in contract, tort (including negligence) or otherwise and whether in connection with these Terms and Conditions or any Agreement or any collateral contract, shall in no circumstances exceed in aggregate a sum equal to £100,000;

10.1.3 the Customer agrees that, in entering into an Agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in that Agreement or (if it did rely on any representations, whether written or oral, not expressly set out in that Agreement) that it shall have no remedy in respect of such representations and (in either case) The Company shall have no liability otherwise than pursuant to the express terms of that Agreement.

10.2 The exclusions in Clause 10.1 shall apply to the fullest extent permissible at law but The Company does not exclude liability for:

10.2.1 death or personal injury caused by the negligence of The Company, its officers, User, contractors or agents; or

10.2.2 fraud or fraudulent misrepresentation; or

10.2.3 breach of the obligations implied by Section 12 Sale of Goods Act 1979 or Section 2 Supply of Goods and Services Act 1982; or

10.2.4 any other liability which cannot be excluded by law.



- 10.3 The Company shall not be liable for any loss or damage of whatsoever nature suffered by the Customer arising out of or in connection with any act, omission, misrepresentation or error made by or on behalf of the Customer or arising from any cause beyond The Company's reasonable control.
- 10.4 The Customer accepts that The Company is in no way liable for any virus or other contaminants which enter the Customer's email system or computer network via email.
- 10.5 The Company shall not be liable for any interruptions to the Services or Outages arising directly or indirectly from:-
- 10.5.1 interruptions to either the flow of data to or from the internet or cellular networks or problems with emission or receipt of mobile communications signals;
  - 10.5.2 changes, updates or repairs to the network or the Software subject to The Company striving to minimise the interruptions/outages that may be caused by such change;
  - 10.5.3 the effects of the failure or interruption of services provided by third parties providing services to Customer;
  - 10.5.4 factors set out in Clause 14 (Force Majeure);
  - 10.5.5 any actions or omissions of the Customer (including, without limitation, breach of the Customer's obligations set out in an Agreement) or any third parties;
  - 10.5.6 problems with the Customer Equipment and/or third party equipment;
  - 10.5.7 interruptions to the Services requested by the Customer.

## **11. Intellectual Property Rights**

- 11.1 Without prejudice to the Customer's rights in its own materials, the parties hereby agree that the Customer shall not acquire any Intellectual Property Rights whatsoever in respect of the Software, documentation and other materials used by The Company in connection with or related to the provision of the Services.
- 11.2 The Company warrants that it has all necessary right, title and interest to enable the Customer to benefit from the Services in accordance with an Agreement.
- 11.3 The Customer hereby grants to The Company:
- A non-exclusive, royalty-free, world-wide licence during the Term of each Agreement to use, copy, reproduce, and manipulate data provided by the Customer or resulting from the Services for the purposes of using the data for the provision of the Services.
- 11.4 Subject to any contrary provision in an Agreement, The Company undertakes only to use the Customer's trade marks for the purpose of providing the Services.

12.1 For the purposes of this Clause 12, the following events shall be deemed “acts of default”:

12.1.1 if the Customer fails to pay any moneys due pursuant hereto within 30 days of the due date thereof provided that the relevant invoice has been submitted in accordance with Clause 4, the relevant invoice has not been disputed by the Customer and notice has been given to the Customer of such failure to pay;

12.1.2 if a party commits any material breach of any term of an Agreement (other than one falling under Clause 12.1.1 above) and which, in the case of a breach capable of being remedied, shall not have been remedied within 30 days of a written request by the other party to remedy the same;

12.1.3 if a party is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.

12.2 If the Customer commits an act of default then The Company may forthwith suspend the provision of the Services (or any of them or any part of them) and no such suspension shall be deemed a breach of any term or provision of an Agreement or give rise to any service credits.

12.4 The Company shall have the right, without prejudice to its other rights or remedies, to terminate any Agreements then currently in force immediately by notice to the Customer if the Customer undergoes a change of control which does not result in control passing to a company that, immediately prior to the change in question, was an Affiliate of the Customer.

12.5 Any termination of an Agreement for any reason shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

12.6 In the event of termination of an Agreement:-

12.6.1 the Customer agree promptly to pay to The Company all outstanding payments;

12.6.2 The Company’s entitlement to use the Customer’s trademarks ceases immediately except as necessary for the provision of any post-termination services;

12.6.3 The Company may in its sole discretion agree to provide any assistance reasonably requested by the Customer in connection with the hand-over to a third party of any services provided by The Company, and the Customer shall pay The Company in accordance with The Company’s then current standard rates for any such assistance;

12.6.4 the Customer’s right to use the Services shall cease automatically;

12.6.5 each party shall immediately return to the other all property and materials containing Confidential Information (as defined in Clause 13) belonging to the other.



12.7 Any termination of an Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party, nor shall it affect the coming into force or the continuance in force of any provision of that Agreement which is expressly, or by implication, intended to come into force or continue in force on or after that termination.

### **13. Confidentiality and Ownership of Customer Data**

13.1 Subject to Clause 13.3, each party receiving information pursuant to an Agreement (“Receiving Party”) shall, during the term of that Agreement and thereafter, keep confidential, and shall not use for its own purposes, nor without the prior written consent of the other party (“Disclosing Party”) disclose to any third party, any and all information of a confidential nature (including trade secrets and information of commercial value) that may become known to the Receiving Party and which relate to the Disclosing Party or any of its Affiliates (Confidential Information).

13.2 The Company hereby undertakes not without the Customer’s written consent disclose the Customer Data in whole or in part to any other person save those of its User agents and sub-contractors involved in the provision of the Services and who have, and to the extent that they have, a need to know the same; and

13.3 The provisions of Clause 13.1 above shall not apply to the whole or any part of the Confidential Information to the extent that it is:

13.3.1 trivial or obvious;

13.3.2 already in the Receiving Party’s possession without duty of confidentiality on the date of its disclosure to it by the Disclosing Party;

13.3.3 in the public domain other than as a result of a breach of this clause; or

13.3.4 to the extent that disclosure of such information may be required by any governmental agency or by operation of law and, in either such case, the Receiving Party required to make such disclosure shall, unless legally precluded from doing so, use reasonable endeavours to notify the Disclosing Party of such requirement prior to making the disclosure.

13.4 Each of The Company and the Customer hereby undertakes to the other to make all relevant User agents and sub contractors aware of the confidentiality of the Information and the provisions of this Clause 13.

13.5 For the avoidance of doubt, all Customer Data shall remain at all times the exclusive property of the Customer and may only be used by The Company in order to fulfil its obligations pursuant hereto.

13.6 The provisions of Clause 13 shall remain in full force and effect notwithstanding any termination of an Agreement.

### **14. Force majeure**

14.1 Neither party hereto shall be liable for any breach of its obligations, except in respect of payment, resulting from causes beyond the reasonable control of the party in default (or its sub contractors) including but not limited to acts of God, war, insurrection, riot, civil commotion, Government regulation, embargo, explosion, strike, labour dispute, illness, flood, fire or tempest (an ‘Event of Force Majeure’). Any time limit or estimate for a party to perform any act under an Agreement shall be suspended during an Event of Force Majeure.



14.2 Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

14.3 If a default due to an Event of Force Majeure shall continue for more than 30 days then the party not in default shall be entitled to terminate the affected Agreement. Neither party shall have any liability to the other in respect of the termination of that Agreement as a result of an Event of Force Majeure but such termination shall not affect any pre existing rights or obligations of either party.

**15. Waiver**

The waiver by either party of a breach or default of any of the provisions of an Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have operate as a waiver of any breach or default by the other party.

**16. Notices**

Any notice request instruction or other document to be given shall be delivered or sent by first class post, email or by facsimile transmission (such email or facsimile transmission notice to be confirmed by letter posted within 12 hours) to the address or to the facsimile number of the other party set out in these Terms and Conditions or the Order Form (or such other address or numbers as may have been notified) and any such notice or other document shall be deemed to have been served if delivered at the time of delivery and if sent by post upon the expiration of 48 hours after posting and if sent by facsimile transmission or email upon the expiration of 12 hours after dispatch subject to confirmation by letter as set out above.

**17. Publicity**

No announcement or information concerning the relationship or contractual arrangements between the parties or any ancillary matter shall be made or released or authorised to be made or released in any advertising publicity promotional or other marketing activities by either of the parties without the prior written consent of the other party.

**18. Invalidity and severability**

If any provision of an Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of that Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

**19. Entire agreement**

19.1 Subject to Clauses 1.4 and 19.2, these Terms and Conditions, the Order Forms and the Product and Service Descriptions constitute the entire agreement between the parties hereto relating to the subject matter hereof. Nothing in this Clause 19.1 shall relieve either party of liability for fraudulent misrepresentations and neither party shall be entitled to any remedy for either any negligent or innocent misrepresentation except to the extent (if any) that a court or Third Party appointed under Clause 23 may allow reliance on the same as being fair and reasonable.

19.2 No change, alteration or modification to an Agreement shall be valid unless in writing and signed on behalf of both parties hereto.



## **20. Successors**

Each Agreement shall be binding upon and enure for the benefit of the successors in title of the parties hereto.

## **21. Assignment**

21.1 Save as stated herein, neither party shall be entitled to assign or otherwise transfer its rights or obligations under this Agreement whether in whole or in part without the other party's prior written consent (not to be unreasonably withheld, conditioned or delayed).

21.2 Either party may assign or otherwise transfer its rights or obligations under this Agreement to an Affiliate or in the event of a re-structuring of that party.

## **22. Sub contracting**

Subject to its obligations under the Data Protection Appendix, the Company shall be entitled to sub contract the whole or any part of its obligations hereunder or any Agreement to any third party but shall remain liable as if it were performing the Services itself.

## **23. Disputes**

23.1 All disputes or differences which shall at any time hereafter arise between The Company and the Customer in respect of the construction or effect of an Agreement or the rights duties and liabilities of the parties hereunder or any Agreement (a 'Relevant Event') shall be referred to such independent third party (the 'Third Party') as The Company and the Customer shall jointly nominate.

23.2 If the Company and the Customer shall fail to nominate a Third Party within 14 days of the date of occurrence of the Relevant Event then the Third Party shall be nominated at the request of either The Company or the Customer by the President for the time being of the British Computer Society.

The Third Party shall act as an expert and not as an arbitrator whose decision (including as to costs) shall, except in the case of manifest error, be final and binding upon The Company and the Customer.

## **24. Law**

These Terms and Conditions and each Agreement shall be governed by and construed in accordance with English law and (subject always to Clause 23) the parties submit to the exclusive jurisdiction of the courts of England and Wales.

## **25. Third Party Rights**

No term of an Agreement is intended to confer a benefit on or to be enforceable by, any person who is not a party to that Agreement.

## **26. Bribery**



- 26.1 The Company shall: (a) comply with all applicable laws, regulations, codes and sanctions relating to anti- bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements"); (b) not engage in any activity, practice or conduct anywhere in the world which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; (c) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the relevant policies and this Clause 26, and will enforce them where appropriate; and (d) ensure that all persons associated with the Company (including any sub-contractor) comply with this Clause 26.
- 26.2 Breach of this Clause 26 shall entitle the Customer to terminate the Agreement.
- 26.3 The Company will fully indemnify the Customer and keep the Customer indemnified from and against any and all losses, damages, claims, costs and expenses (including legal expenses) suffered or incurred by or awarded against the Customer as a result of or in connection with: (a) any breach by the Company of this clause 26; and/or (b) any proceedings under section 7 Bribery Act 2010 being brought against the Customer as a result of the conduct of the Company or any of its officers, User, agents or sub-contractors, where such proceedings do not result in a conviction against the Customer.
- 26.4 For the purpose of this clause 26, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with the Bribery Act 2010 (and any guidance issued under section 9 of that Act).