

URM - Terms and Conditions

1 Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Authorised Users	those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Software Services;
Booking Form	the booking form to be completed by the Customer for the provision of certain Training Services by URM;
Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
Charges	the charges payable by the Customer for the supply of the Services in accordance with clause 9;
Commencement Date	as defined in clause 2.2;
Conditions	these terms and conditions set out in clause 1 (Interpretation) to clause 16 (General) (inclusive) as amended from time to time in accordance with clause 16.5;
Consultancy Services	the consultancy services, including the Deliverables, supplied by URM to the Customer as set out in the Specification;
Consultant	the individual representative nominated by URM to provide the Consultancy Services to the Customer as set out in the Specification (if applicable) or notified to the Customer from time to time;
Contract	the contract between the Customer and URM for the supply of the Services in accordance with these Conditions;
Control	shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly;
Courses	either or both of the Public Courses and On-Site Courses that are part of the Training Services to be provided by URM;
Customer Data	the data inputted by the Customer, Authorised Users or URM on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services;
Customer Default	as defined in clause 8.2;

Customer Materials	all materials, equipment and tools, drawings, documentation, specifications and data supplied by the Customer to URM;
Data Protection Legislation	the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679), the Data Protection Directive (95/46/EC), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) (as amended) and all applicable laws and regulations relating to the processing of the personal data and privacy. The terms personal data, data subject, data processor and data controller shall each be as defined in the Data Protection Legislation;
Delegates	those employee and authorised representatives of the Customer who are attending the Courses;
Deliverables	all documents and materials developed by URM or its agents, authorised representatives and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts) produced for the Customer;
Developed Work	as defined in clause 10.1;
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
Licence Fee	the one-off licence fee to be paid by the Customer to URM for the Software Services in accordance with clause 9.5(a);
Normal Business Hours	9.00 am to 5.00 pm local UK time, each Business Day.
On-Site Courses	training courses that are provided on the Customer's premises by URM as set out in the Specification;
Order	the Customer's order for Services as set out in the Customer's purchase order form or overleaf, the Customer's written acceptance of URM's quotation or proposal or overleaf, as the case may be;
Pre-Existing Rights	as defined in clause 10.3;

Public Courses	training courses provided by URM that are open to the general public as generally described in the URM course prospectus and that the Customer or Delegates may book onto by completing the relevant Booking Form subject to the these Conditions;
Services	the Consultancy Services, the Training Services, the Virtual DPO Services and/or the Software Services (including without limitation any Deliverables) to be provided by URM pursuant to the Contract;
Software	the online Abriska software applications provided by URM as part of the Software Services (but excluding the Source Code);
Software Services	the access and use of the Software as set out in the Specification;
Source Code	the source code of the Software;
Software Documentation	the document made available to the Customer by URM online via www.abriska.com or such other web address notified by URM to the Customer from time to time which sets out a description of the Software Services and the user instructions for the Software Services.
Specification	the details, description or specification of the Services (including any applicable service levels) provided in writing by URM to the Customer via a proposal, quotation for Services, email or otherwise and including the details set out Booking Forms for Training Courses and in the Terms of Reference for the Virtual DPO Services;
Subscription Fee	the annual subscription to be paid by the Customer to URM for the Software Services in accordance with clause 9.5(a);
Support Services	URM's standard customer support services for the Software Services provided by URM during Normal Business Hours in accordance with the URM's Support Services document in effect at the time that the Software Services are provided;
Term	the duration of the Contract, as set out in the Specification;
Training Services	the training services to be provided by URM to the Customer including the provision of Public Courses and On-Site Courses;
Terms of Reference	the additional terms applicable to the provision of the Virtual DPO Services by URM to the Customer setting out, amongst others, a service description, responsibilities of the Customer and URM and applicable service levels;
URM Materials	any documentation, equipment including tools, systems, cabling or facilities, provided by URM to the Customer and used directly or indirectly in the supply of the Services including any such items specified in the Specification;
URM Policies	URM's policies and codes notified by URM to the Customer from time to time, including but not limited to URM's Privacy Policy and Support Services document, Software

Documentation and Terms of Reference governing the use of the Software as may be notified by URM to the Customer;

User Subscriptions the user subscriptions purchased by the Customer pursuant to clause 9.5(b) which entitle Authorised Users to access and use the Software Services and the Documentation in accordance with the Contract. The Customer may choose to buy: (a) an unlimited number of Users Subscriptions or (b) a limited number of Users Subscriptions.

Virtual DPO Services the virtual data protection officer services to be provided by URM to the Customer in accordance with the Terms of Reference and these Conditions;

Virus any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 Interpretation

- (a) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.
- (b) Words expressed in the singular shall include the plural and vice versa. Words referring to a particular gender include every gender. References to a **person** include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity.
- (c) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (d) A reference to **writing** or **written** excludes email.

2 Basis of Contract

- 2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when URM accepts the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by URM and any descriptions or illustrations contained in the URM's prospectuses, catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing unless otherwise agreed in writing.
- 2.5 Any quotation for Services given by URM shall not constitute an offer and is only valid for a period of 30 Business Days from its date of issue.

3 Supply of Services

- 3.1 URM shall supply the Services to the Customer from the Commencement Date.
- 3.2 URM shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 3.3 URM shall use all reasonable endeavours to meet any performance dates specified in the Specification but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

- 3.4 URM reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and URM shall notify the Customer in any such event.
- 3.5 URM warrants to the Customer that the Services will be provided using reasonable care and skill provided that, subject to the provisions of clause 8.2, URM shall not be liable for any failure to do so by reason of:
- (a) a Customer's failure to keep URM adequately informed of all matters relevant to the performance of the Services;
 - (b) any inference by the Customer, its employees, agents, consultants, subcontractors or any third party with the proper performance of the Services;
 - (c) any failure by the Customer to meet its obligations under the Contract.
- 3.6 In supplying the Services, URM shall:
- (a) ensure that the Services are carried out by a sufficient number of suitably qualified personnel to ensure the proper fulfilment of URM's obligations under the Contract and, unless as provided for in clause 4.1 to clause 4.4, URM does not guarantee that specific personnel will carry out the Services for the Customer and URM reserves the right at its discretion to change the personnel engaged in the provision of the Services to the Customer provided that, as far as reasonably practicable, URM gives the Customer prior notice of such change of personnel;
 - (b) where applicable, observe all reasonable health and safety rules and regulations and security requirements that apply at any of the Customer's premises and that have been communicated to URM, provided that URM shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract; and
 - (c) take reasonable care of all Customer Materials in its possession and make them available for collection by the Customer on reasonable notice and request, provided that URM may destroy the Customer Materials if the Customer fails to collect the Customer Materials within a reasonable period after termination of the Contract.

4 Consultancy Services

- 4.1 URM shall make available to the Customer the Consultant to provide the Consultancy Services and the Deliverables in accordance with the Contract.
- 4.2 During the term of the Contract, URM shall, and (where appropriate) shall procure that the Consultant shall:
- (a) provide the Consultancy Services with all due care, skill and ability; and
 - (b) unless the Consultant is prevented by ill health or accident, devote the number of hours or days as set out in the Specification to the carrying out of the Consultancy Services.

- 4.3 If the Consultant is unable to provide the Consultancy Services due to personal circumstances including illness or injury, URM shall advise the Customer of that fact as soon as reasonably practicable.
- 4.4 In the circumstances described in clause 4.3, URM shall appoint a suitably qualified and skilled substitute to perform the Consultancy Services instead of the Consultant and URM shall then be entitled to continue to invoice the Customer in accordance with clause 9.
- 4.5 Nothing in the Contract shall prevent URM from being engaged, concerned or having any financial interest as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity in any other business, trade, profession or occupation during the term of the Contract.
- 4.6 Upon confirmation by URM of a start date for the Consultancy Services to the Customer, URM will start to allocate resources and commit to and incur third party costs in order to fulfil its obligations under the Contracts. The Customer hereby acknowledges and agrees that any delay or cancellation by the Customer of the Consultancy Services will cause URM loss. In respect of the foregoing and in the event of such delay or cancellation, URM reserves the right to charge to the Customer: all direct costs already incurred (including third party costs) by URM in relation to the preparation for the Consultancy Services; and cancellation fees to cover losses URM will make from cancellation or delay of the Consultancy Services, as follows:
- (a) if the Consultancy Services are postponed between 10 and 5 Business Days before the Consultancy Services start date, 50% of the applicable Charges;
 - (b) if the Consultancy Services are cancelled between 15 and 5 Business Days before the Consultancy Services start date, 50% of the applicable Charges;
 - (c) if the Consultancy Services are cancelled or postponed less than 5 Business Days before the Consultancy Services start date, 100% of the applicable Charges.
- 4.7 The Customer and URM agree that the liquidated damages referred to in clause 4.6(a) to clause 4.6(d) are a genuine compensation for the loss that URM may suffer as a result of the Customer cancelling or postponing the Consultancy Services.

5 Training Services

- 5.1 When providing the Training Services, URM shall do so with all due care, skill and ability.
- 5.2 Subject to the provisions of clause 2, the Customer can request the provision of Training Courses to URM through the following ways:
- (a) for Public Courses and subject to the provisions of clause 9.3, by completing a Booking Form. URM's acceptance of Delegates onto a Course shall at all times be at URM's discretion and subject to the Delegates' compliance with the URM's knowledge and skill-level prerequisites as set out in URM's course prospectuses.
 - (b) for On-Site Courses, by accepting the Specification set out by URM for the course.

5.3 During the provision of the Course, URM may distribute a syllabus to Delegates. URM shall not be held liable for any changes, modification or absence of availability of any syllabi.

5.4 Cancellation of and/or rescheduling Public Courses shall be subject to the following provisions:

Date of Cancellation/Rescheduling	Cancellation Charge Payable	Rescheduling Charge Payable
20-11 Business Days prior to the start of the Public Course	50%	50%
10-6 Business Days prior to the start of the Public Course	75%	75%
Fewer than 6 Business Days prior to the start of the Public Course	100%	100%

5.5 Cancellation and/or rescheduling of On-Site Courses shall be subject to the following provisions:

Upon confirmation by URM of a start date for the On-Site Courses, URM will start to allocate resources and commit to third party expenditure to fulfil its obligations under the Contract. In respect thereof, URM reserves the right to charge the Customer all direct costs already incurred by URM in relation to the engagement of the On-Site Courses and, in addition the following amounts in the following manner:

Date of Cancellation/Rescheduling	Cancellation Charge Payable	Rescheduling Charge Payable
20-11 Business Days prior to the start of the On-Site Course	50%	50%
10-6 Business Days prior to the start of the On-Site Course	50%	50%
Fewer than 6 Business Days prior to the start of the On-Site Course	100%	100%

5.6 Subject to the provisions of clause 5.7, URM reserves the right at all times to cancel or reschedule Courses for any reason, including where Courses do not meet the minimum number of Delegates.

5.7 In the event that a Delegate fails to attend a Course due to personal circumstances including illness or injury and subject to the Delegate giving notice of its absence to URM at the latest on the morning of the Course, URM may at its sole discretion (and subject to availability) offer a 'make-up day' to a future Course for the Delegate.

5.8 No refund or credit of Charges will be made for a Course that a Delegate starts and does not complete.

6 Virtual DPO Services

6.1 URM shall provide the Virtual DPO Services to the Customer in accordance with the terms set out in these Conditions and the Terms of Reference.

6.2 The Customer understands and acknowledges that URM is not a provider of legal services and that the advice and guidance URM provides with respect to the Virtual DPO Services is in URM's

capacity as a specialist provider in risk, information security, data protection and business continuity only.

- 6.3 The Customer agrees and acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

7 Software Services

7.1 Subject to the Customer purchasing the User Subscriptions in accordance with clause 9.5 and the restrictions set out in clause 7.5 and 7.6 and the other terms and conditions of these Conditions, URM hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Software Services and the Software Documentation during the term of the Contract solely for the Customer's internal business operations. For the avoidance of doubt, the Customer shall not have access to, or have any licence or right to use, the Source Code.

7.2 The rights provided under this clause 7 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer.

7.3 URM shall, during the term of the Contract, provide the Software Services and make available the Software Documentation to the Customer on and subject to the terms of these Conditions.

7.4 In relation to the Authorised Users, the Customer undertakes that:

- (a) where a maximum number of Authorised Users is set out in the Specification, that the Authorised Users it authorises to access and use the Services and the Software Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;
- (b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Software Services and/or Software Documentation;
- (c) each Authorised User shall keep a secure password for his use of the Software Services and Software Documentation; and
- (d) it shall maintain a written, up to date list of current Authorised Users on the Software at all times.

7.5 The Customer shall not (and shall procure that the Authorised Users shall not):

- (a) 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 the Contract:

(i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Software Documentation (as applicable) in any form or media or by any means; or

(b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(b) access all or any part of the Software Services and Software Documentation in order to build a product or service which competes with the Software Services and/or the Documentation; or

(c) use the software services and/or Software Documentation to provide services to third parties; or

(d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software Services and/or Software Documentation available to any third party except the Authorised Users, or

(e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 7; or

(f) introduce or permit the introduction of any Virus into the URM's network and information systems.

7.6 The Customer shall not (and shall procure that Authorised Users shall not) access, store, distribute or transmit any viruses and/or any material during the course of its or their use of the Services that:

(a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(b) facilitates illegal activity;

(c) depicts sexually explicit images;

(d) promotes unlawful violence;

(e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

(f) is otherwise illegal or causes damage or injury to any person or property;

and URM reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's (or the relevant Authorised User's) access to any material that breaches the provisions of this clause 7.6.

7.7 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify URM.

- 7.8 Subject to clause 9.5.2, the Customer may, from time to time during any Contract, purchase additional User Subscriptions in excess of the number set out in the Contract and URM shall grant access to the Software Services and the Documentation to such additional Authorised Users in accordance with the provisions of these Conditions. If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify URM in writing. URM shall evaluate such request for additional User Subscriptions and respond to the Customer with approval or rejection of the request. Where URM approves the request, URM shall activate the additional User Subscriptions within 5 days of its approval of the Customer's request.
- 7.9 URM shall use commercially reasonable endeavours to make the Software Services available 24 hours a day, seven days a week, except for:
- (a) planned maintenance carried out during the maintenance window of 11.00 pm to 2.00 am UK time; and
 - (b) unscheduled maintenance performed outside Normal Business Hours, provided that URM has used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance.
- 7.10 URM will, as part of the Software Services and in consideration of the support fees in accordance with clause 9.5(b) provide the Customer with URM's Support Services during Normal Business Hours in accordance with the URM's Support Services document in effect at the time that the Software Services are provided. URM may amend the Support Services document in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at URM's then current rates.
- 7.11 Subject to the provisions of clause 3.5 and 7.13, URM warrants that the Software Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 7.12 The undertaking at clause 7.11 shall not apply to the extent of any non-conformance which is caused by use of the Software Services contrary to URM's instructions, or modification or alteration of the Software Services by any party other than URM or URM's duly authorised contractors or agents. If the Software Services do not conform with the foregoing undertaking, URM 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 undertaking set out in clause 7.11.
- 7.13 The Customer shall:
- (a) ensure that its network and systems comply with the relevant specifications provided by URM from time to time;
 - (b) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to URM's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet;

- (c) ensure that any Authorised Users use the Services and the Deliverables in accordance with the terms and conditions of this Contract and shall be responsible for any Authorised User's breach of this Contract; and
- (d) be, to the extent permitted by law and except as otherwise expressly provided in the Contract, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to URM's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

7.14 URM:

- (a) does not warrant that:
 - (i) the Customer's use of the Software Services or any equipment, products or services provided under the Contract will be uninterrupted or error-free; or
 - (ii) that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; or
 - (iii) that the Software will operate in conjunction with any hardware items or software products other than with those that are identified in the Documentation as being compatible with the Software;
- (b) is 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 the Customer acknowledges that the Software Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.15 Except as otherwise expressly provided in the Contract, the Software Services and the Software are provided 'as is', 'where is' and 'as available'. The Customer acknowledges that URM has not and does not warrant or guarantee the performance of the Software Services or the Software, or any aspect or portion thereof including, but not limited to, warranties of merchantability, fitness for any particular purpose, title and non-infringement. Without limiting the foregoing, URM makes no warranties, representations or endorsements, whether express, implied or statutory, regarding any merchandise, information, products or services provided through the internet or any other network. The warranties set out in clause 7.11 are in lieu of all other express or implied warranties or conditions, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose, in relation to the Contract.

7.16 The Customer acknowledges that the Software Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. URM makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not URM. URM recommends that the Customer refers to the third party's website

terms and conditions and privacy policy prior to using the relevant third-party website. URM does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Software Services or Support Services.

8 Customer's obligations

8.1 The Customer shall:

- (a) ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
- (b) co-operate with URM in all matters relating to the Services and the Contract;
- (c) provide, for URM, its employees, agents, consultants and authorised representatives in a timely manner and at no charge, access to: (i) the Customer's premises, office accommodation, data and other facilities; and (ii) such information, documentation, materials, data and assistance including Customer Materials and ensure that any information provided is complete and accurate in all material respects, all as required by URM or its employees, agents, consultants and authorised representatives in order to provide the Services;
- (d) prepare the Customer's premises for the supply of the Services;
- (e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (f) comply with URM Policies;
- (g) keep all URM Materials at the Customer's premises in safe custody at its own risk, maintain URM Materials in good condition until returned to URM and not dispose of or use the URM Materials other than in accordance with URM's written instructions or authorisation; and
- (h) comply with any additional obligations as set out in the Specification.

8.2 If URM's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer its employees, agents, consultants and subcontractors, Authorised Users or its end-clients or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, URM shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays URM's performance of any of its obligations;
- (b) URM shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from URM's failure or delay to perform any of its obligations as set out in this clause 8.2; and

- (c) the Customer shall reimburse URM on written demand for any costs or losses sustained or incurred by URM arising directly or indirectly from the Customer Default.

9 Charges and Payment

9.1 In consideration for the provision of the Services, the Customer shall pay URM the Charges in accordance with this clause 9.

9.2 In relation to the Consultancy Services:

9.2.1 The Charges shall be calculated in accordance with URM's daily fee rates; and

- (a) URM's daily fee rates for each Consultant are calculated on the basis of a seven-hour day from 9.00 am to 5.00 pm with one hour for lunch worked on Business Days;
- (b) URM shall be entitled to charge an overtime rate of the daily fee rate on a pro-rata basis for each part day or for any time worked by Consultants whom it engages on the Consultancy Services outside the hours referred to in clause 9.2(a); and
- (c) if agreed in advance, URM shall be entitled to charge the Customer for any expenses reasonably incurred by the Consultants whom URM engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by URM for the performance of the Services, and for the cost of any materials. URM shall include such expenses in any invoices submitted to the Customer.

9.2.2 URM reserves the right to increase the Charges for the Consultancy Services on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Price Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Price Index

9.3 In relation to the provision of Training Services:

9.3.1 Public Courses:

- (a) the Charges for the Public Courses shall be the charges set out in URM's published training price list in force as at the date of the Order;
- (b) payment of a deposit shall secure the place of a Delegate on a Course up to 14 days before the Course start date. In the event that a Course has a limited number of spaces available, only payment in full of the Charges will guarantee a place on the Course for the Delegate.
- (c) full payment for a Course will be due 14 calendar days before the start of the course/programme.
- (d) if a Delegate pays for the Course itself, the following payment methods are acceptable:

(a) Subject to places still being available, payment by cheque can be accepted up to 14 days before the Course start date. Any cheque received by URM that is not honoured by the bank concerned will incur a £25 administration charge, per presentation.

(b) Payment by MasterCard/Visa cards or bank transfer will be accepted up to, and including, the Course start date (subject at all times to Course availability).

(e) Payment for a Course by the Customer shall be done in accordance with the provisions of clauses 9.6 to 9.10.

9.3.2 On-Site Courses:

(a) the Charges for the On-Site Courses shall be the charges set out in the Order.

9.4 In relation to Virtual DPO Services:

(a) the Charges applicable to the provision of Virtual DPO Services shall be the charges set out in the Terms of Reference; and

(b) the Charges shall be payable by the Customer to URM quarterly in advance in accordance with clauses 9.6 to 9.10.

9.5 In relation to Software Services:

9.5.1 The Customer shall pay:

(a) the Licence Fee which will enable the Customer to use the Software Services for as long as the Customer pays the Support Services Charges in accordance with clause 7.11; or

(b) the Subscription Fee for the User Subscriptions;

(c) and the Support Services Charges as notified by URM.

9.5.2 If URM approves the Customer's request to purchase additional User Subscriptions in accordance with clause 7.8, the Customer shall pay to URM the relevant fees for such additional User Subscriptions as notified by URM and, if such additional User Subscriptions are purchased by the Customer part way through the an initial subscription term or any renewal period (as defined in the Specification) such fees shall be pro-rated from the date of activation by URM for the remainder of the initial subscription term or then current renewal period (as applicable).

9.5.3 The Licence Fee, the Subscription Fee and the Support Services Charges that have been paid for by the Customer to URM are non-cancellable and non-refundable.

9.5.3 URM shall be entitled to increase the Licence Fee, Subscription Fees, the fees payable in respect of the additional User Subscriptions purchased pursuant to 7.8, the Support Services Charges payable pursuant to clause 7.10 at the start of each renewal period upon 90 days' prior notice to the Customer.

- 9.6 URM shall submit invoices for the Charges to the Customer at the intervals specified in the Specification.
- 9.7 The Customer shall pay each invoice submitted by URM:
- (a) within 30 days of the date of the invoice; and
 - (b) in full and in cleared funds to a bank account nominated in writing by URM, and
- time for payment shall be of the essence of the Contract
- 9.8 All amounts payable by the Customer under the Contract shall be payable in pounds sterling and exclusive of value added tax, which shall be added to URM's invoices at the appropriate rate.
- 9.9 If the Customer fails to make any payment due to URM under this clause 9 by the due date for payment, then, without limiting URM's remedies under clause 13 (Termination):
- (a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%. The Customer shall pay the interest together with the overdue amount; and
 - (b) URM may suspend all Services until payment has been made in full.
- 9.10 All amounts due under the Contract from the Customer to URM shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10 Intellectual Property Rights

- 10.1 Subject at all times to the provisions of clause 10.3, all Intellectual Property Rights in any work of whatsoever nature which is produced for, on behalf of or at the request of the Customer pursuant to the Contract including the Deliverables but excluding any materials (including course materials) provided by URM pursuant to the Training Services (together **Developed Work**), together with any and all renewals, reversions and extensions thereof, will immediately vest in the Customer upon payment of the applicable Charges in full and URM hereby assigns with full title guarantee such Intellectual Property Rights to the Customer. Where applicable such assignment shall take effect as an assignment of future copyright as defined in section 91 of the Copyright, Designs and Patents Act 1988.
- 10.2 If by the operation of law an assignment of the Intellectual Property Rights in the Developed Works is not possible, URM hereby grants to the Customer an irrevocable perpetual exclusive world-wide royalty-free licence to use, modify, commercialise and otherwise exploit in any manner such Intellectual Property Rights, including the right to sub-license and assign any or all of such rights.
- 10.3 Where any Developed Work produced by URM pursuant to the Contract is subject to Intellectual Property Rights that are controlled by URM as at the date of this Contract (**Pre-Existing Rights**),

then URM will retain ownership of such Pre-Existing Rights, but hereby grants to the Customer a non-exclusive, irrevocable, royalty-free licence to use such Pre-Existing Rights in any way whatsoever to facilitate and/or enable the use of the Developed Work and, for this purpose, to sub-licence such Pre-Existing Rights to third parties.

- 10.4 The Customer shall not sub-license, assign or otherwise transfer the rights granted in clauses 10.1, 10.2 and 10.3.
- 10.5 The Customer acknowledges and agrees that URM and/or its licensors own all intellectual property rights in the Software Services and the Documentation. Except as expressly stated herein, the Contract does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Software Services or the Documentation.
- 10.6 The Customer grants URM a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any Customer Materials for the term of the Contract for the purpose of providing the Services to the Customer.
- 10.7 The Customer shall indemnify URM in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct or indirect losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses) suffered or incurred by URM arising out of or in connection with any claim brought against URM for actual or alleged infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt or use of the Customer Materials by URM.
- 10.8 This clause 10 shall survive termination of the Contract.

11 Data Protection

- 11.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 11.5 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and URM is the processor.
- 11.6 Without prejudice to the generality of clause 11.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to URM for the duration and purposes of the Contract.
- 11.7 Without prejudice to the generality of clause 11.1, URM shall, in relation to any personal data processed in connection with the performance by URM of its obligations under the Contract:
- (a) process that personal data only on the documented written instructions of the Customer unless URM is required by applicable laws to otherwise process that personal data;
 - (b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or

destruction of, or damage to, personal data, such measures shall be commensurate with the level of potential risk;

- (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
- (d) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled: (i) the Customer or URM has provided appropriate safeguards in relation to the transfer; (ii) the data subject has enforceable rights and effective legal remedies; (iii) URM complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and (iv) URM complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
- (e) notify the Customer without undue delay on becoming aware of a personal data breach;
- (f) Immediately forward any subject rights (including access) to the Customer as Data Controller;
- (g) at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the Contract unless required by applicable law to store the personal data;
- (h) Grant the Customer or its representative(s) a right to audit subject to reasonable notice.

11.8 The Customer consents to URM appointing third party processors of personal data under the Contract. URM confirms that it has entered or (as the case may be) will enter with the third party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 11.

11.9 URM may, at any time on not less than 30 days' notice, revise this clause 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

12 Limitation of liability

12.1 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation ;
- (c) any indemnity given under clause 10.7.

- 12.2 Subject to clause 12.1, URM shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with the Contract for:
- (d) loss of profits;
 - (e) loss of sales or business;
 - (f) loss of agreements or contracts;
 - (g) loss of anticipated savings;
 - (h) loss of use or corruption of software, data or information.
 - (i) loss of or damage to goodwill; and
 - (j) any indirect or consequential loss.
- 12.3 Subject to clause 12.2, URM's total liability to the Customer whether in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with any particular Order under the Contract shall not exceed the total amount of the Charges paid by the Customer to URM under the Contract for that Order.
- 12.4 The conditions implied by sections 3 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

13 Termination

- 13.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 3 months' written notice.
- 13.2 Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

13.3 Without affecting any other right or remedy available to it, URM may terminate the Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment; or
- (b) there is a change of control of the Customer.

13.4 Without affecting any other right or remedy available to it, URM may suspend the supply of Services under the Contract or any other contract between the Customer and URM if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 13.2(b) to clause 13.2(d) or URM reasonably believes that the Customer is about to become subject to any of them.

13.5 On termination of the Contract for whatever reason:

- (a) any and all licences granted by URM to the Customer under the Contract shall terminate immediately;
- (b) the Customer shall immediately pay to URM all of URM's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, URM may submit an invoice, which shall be payable immediately on receipt;
- (c) the Customer shall promptly return all of URM Materials and any Deliverables that have not been fully paid for, If the Customer fails to do so, then URM may enter the Customer's premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping;
- (d) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect; and
- (e) termination of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

14 Non-solicitation

14.1 The Customer shall not, without the prior written consent of URM, at any time from the date of this Contract to the expiry of 6 months after the termination or expiry of this Contract, solicit or entice away from URM or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of URM in the provision of the Services.

- 14.2 Any consent given by URM in accordance with clause 14.1 shall be subject to the Customer paying to URM a sum equivalent to 35% of the then current annual remuneration (including any bonus or other pecuniary incentive) of URM's employee, consultant or subcontractor or, if higher, 35% of the annual remuneration to be paid by the Customer to that employee, consultant or subcontractor.

15 Change Control

- 15.1 If either party wishes to change the scope of the Services, it shall submit details of the requested change to the other in writing.
- 15.2 If either party requests a change to the scope or execution of the Services, URM shall, within a reasonable time, provide a written estimate to the Customer of:
- (a) the likely time required to implement the change;
 - (b) any variations to the Charges arising from the change;
 - (c) any other impact of the change on the terms of this Contract
- 15.3 Neither party shall unreasonably withhold or delay consent to a requested change to the Services by the other party.
- 15.4 If either party wishes the other party to proceed with the relevant change referred to in clause 15.3, URM has no obligation to do so unless and until the parties have agreed in writing the necessary variations to the Charges and any other relevant terms of this Contract to take account of the change.

16 General

- 16.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of URM or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, hacking or corruption of, or disruption to, any software provided by URM including the Software, or default of suppliers or any other person engaged by URM for the purposes of providing the Services.

16.2 Assignment and other dealings

- (a) URM may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract with prior consent from the Customer.
- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of URM.

16.3 Confidentiality and publicity

- (a) Each party undertakes that it shall not at any time during the Contract, and for a period of 5 years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 16.3(b).
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 16.3; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- (d) Neither party shall make any public disclosure relating to this Contract, including (but not limited to) press releases, public announcements or marketing materials, without the prior written consent of the other party.
- (e) URM shall have the right to use the Customer's name and logo for publicity and marketing purposes, including on URM's website, with the Customer's consent.

16.4 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

16.5 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16.6 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 16.7 shall not affect the validity and enforceability of the rest of the Contract.

16.8 Notices

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be: delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- (b) A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt; or if sent by pre-paid first class post or other next working day delivery service, at 9.00am on the second Business Day after posting.
- (c) This clause shall not apply to the service of any proceedings or other documents in any legal action.

16.9 Third Party Rights

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

16.10 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

16.11 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.