



Terms of Business

1. Introduction

- 1.1. This document explains the basis on which we (the Supplier, as further defined below) work with our clients. Please let us know if you have any questions about its contents before we commence any work for you, as these Terms of Business will apply to our Services as set out in our Proposal (all terms defined below).
- 1.2. Reference in this document to a clause is to a clause of this document. Further information relating to the interpretation of this document is set out in clause 2.

2. Definitions & Interpretation

- 2.1. In these Terms of Business, the following definitions apply:
- 2.2. **Charges** means the charges payable by the Client for the supply of the Services in accordance with clause 8;
- 2.3. **Terms of Business** means the Supplier's Terms of Business as set out in this document and as amended from time to time by agreement with the Supplier;
- 2.4. **Agreement** means the contract between the Supplier and the Client for the supply and purchase of Services in accordance with and incorporating the Proposal, these Terms of Business and the Order and including all their respective schedules, attachments, annexures and statements of work. In the event and to the extent of any conflict between these Terms of Business and the terms of the Supplier's Proposal document, the terms of the Proposal document shall prevail;
- 2.5. **Client** means the named party in the Proposal which has agreed to purchase the Services from the Supplier and whose details are set out in the Proposal;
- 2.6. **Commencement Date** has the meaning set out in clause 3.4;
- 2.7. **Confidential Information** means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party, together with all information derived by the receiving party from any such information and any other information clearly designated by a party as being confidential to it (whether or not it is marked "confidential"), or which ought reasonably be considered to be confidential;
- 2.8. **Data Protection Laws** means all applicable laws relating to data protection and privacy including (without limitation) the EU Data Protection Directive (95/46/EC) as implemented in each jurisdiction, the EU GDPR, the EU Privacy and Electronic Communications Directive 2002/58/EC as implemented in each jurisdiction, UK GDPR, and all amendments, or all other applicable international, regional, federal or national data protection laws, regulations and regulatory guidance;
- 2.9. **Deliverables** means any contracts, employee handbooks, policies, procedures, performance management or restructuring material, strategic business plans or other documentation produced by the Supplier for the Client resulting from the provision of the Services;



- 2.10. **EU GDPR** means the General Data Protection Regulation ((EU) 2016/679);
- 2.11. **Force Majeure** means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Agreement including (but not limited to) an act of God, fire, flood, lightning, earthquake or other natural disaster, epidemics or pandemics, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Agreement, strike, lockout or boycott or other industrial action including those involving the Supplier's or its suppliers' workforce, but excluding circumstances involving the Client's inability to pay or circumstances resulting in the Client's inability to pay such Charges;
- 2.12. **Intellectual Property Rights:** means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in software, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case:
 - 2.12.1. whether registered or not;
 - 2.12.2. including any applications to protect or register such rights;
 - 2.12.3. including all renewals and extensions of such rights or applications;
 - 2.12.4. whether vested, contingent or future;
 - 2.12.5. to which the relevant party is or may be entitled, and
 - 2.12.6. in whichever part of the world existing;
- 2.13. **Order** means the order for the supply of Services as set out in clause 3.2 and 3.3 and incorporating the Proposal and these Terms of Business;
- 2.14. **Proposal** means the description or specification of the Services to be provided by the Supplier to the Client, which incorporate these Terms of Business, provided in writing by the Supplier to the Client, and signed by both parties;
- 2.15. **Protected Data** means personal data protected under the provisions of Data Protection Laws;
- 2.16. **Services** means the services, including the Deliverables, supplied by the Supplier to the Client as set out in the Proposal;
- 2.17. **Supplier, we, us, or our** means i to us Ltd, a company incorporated and registered in England & Wales with company number 13538211, whose registered address is 7 Derwent Close, Horsham, West Sussex RH12 4GW;
- 2.18. **UK GDPR** means has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
- 2.19. **VAT** means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services.
- 2.20. In these Terms of Business, unless the context requires otherwise:
 - 2.20.1. all capitalised terms and expressions have the meaning first ascribed to them in these Terms of Business;
 - 2.20.2. words in the singular include the plural and vice versa;
 - 2.20.3. a reference to a gender includes each other gender;
 - 2.20.4. any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall



- not limit the sense of any word, phrase, term, definition or description preceding those words;
- 2.20.5. any clause, schedule or other headings in these Terms of Business is included for convenience only and shall have no effect on the interpretation of the Terms of Business;
- 2.20.6. any words that follow “including”, “include”, “in particular”, “for example” or any similar words and expressions shall be construed as illustrative and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 2.20.7. any reference to a statute, statutory provision, regulation, code or guideline (“legislation”) is a reference to such legislation as amended, updated or re-enacted from time to time; and
- 2.20.8. a reference to “writing” or “written” includes fax and email.

3. The Agreement between Supplier & Client

- 3.1. The Supplier will provide the Services under the Agreement for the benefit of the Client (and no other person) and will only owe duties to the Client in accordance with these Terms of Business. No third party has the right to enforce any of the terms of the Agreement. For example, where the Client is a company, that company will be the Supplier’s Client and the Supplier will only owe duties to that company and will not also owe duties to its shareholders, officers, or employees or to any companies in the same group as the Client (unless otherwise agreed in the Supplier’s Proposal).
- 3.2. The Order placed by the Client constitutes an agreement by the Client to purchase the Services in accordance with these Terms of Business and the Proposal.
- 3.3. The Client’s signing of the Proposal document constitutes an Order, and the Client’s confirmation of acceptance of the terms of the Proposal and the Supplier’s Terms of Business.
- 3.4. The Order shall only be deemed to be accepted when the Proposal document is signed by the Client and the Supplier together, at which point and on which date the Agreement shall come into existence (“**Commencement Date**”). If the Supplier is unable to accept an Order, it shall notify the Client as soon as reasonably practicable.
- 3.5. The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Services shall arise, until the earlier of:
- 3.5.1. the Supplier’s written acceptance of the Order by signing the Proposal as set out in clause 3.4; or
- 3.5.2. the Supplier performing the Services or notifying the Client that they are ready to be performed (as the case may be).
- 3.6. The Agreement constitutes the entire Agreement between the parties. The Client acknowledges that they have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Agreement.
- 3.7. Any descriptive matter or advertising issued by the Supplier, and any descriptions contained in any literature and/or the website of the Supplier, 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 Agreement or have any contractual force.

- 3.8. The Client may not assign any rights or obligations under the Agreement unless agreed in writing.
- 3.9. The Terms of Business can only be amended with the written consent of the Supplier.
- 3.10. The Supplier will be entitled to assume that any individual who gives instructions on behalf of the Client in relation to the Services is authorised to give such instructions and to receive the Supplier's advice, unless the Client informs the Supplier to the contrary in writing.

4. Statement of Professional Standards

- 4.1. The Supplier will conduct its business in accordance with the professional standards laid down by the Code of Professional Conduct of the Chartered Institute of Personnel and Development (CIPD) [Code of Professional Conduct \(cipd.co.uk\)](http://cipd.co.uk).

5. The Supplier's Services to the Client

- 5.1. The Supplier will provide the Services to the Client with reasonable skill and care.
- 5.2. As part of the Services and if set out in the Proposal, the Supplier will provide consulting services to the Client relating to Human Resources & Talent Solutions. The specific nature of the Services to be provided by the Supplier will be as specified in the Proposal.
- 5.3. Subject always to clause 7 (Client Information), the Supplier will generally commence providing Services immediately following receipt of the Client's Order. Please see clause 14 as regards the termination of the Supplier's engagement under an Order.
- 5.4. The Services shall be performed by the Supplier at the Supplier's location or as otherwise specified in the Proposal.
- 5.5. The Services shall be deemed performed on completion of the performance of the Services as specified in the Order.
- 5.6. The Supplier reserves its position not to comply with the Client's instructions where the Supplier feels that it would be unlawful, improper or unethical to do so, or contrary to the Supplier's professional obligations. The Supplier will, where applicable (and provided that the Supplier is satisfied that it would not be unlawful to do so) explain to the Client its reasons for not following Client instructions. In such event, the Supplier shall not be liable to the Client for any non-performance of the Services under an Order.
- 5.7. Time for performance of the Services is not of the essence. The Supplier shall use its reasonable endeavours to meet estimated dates for performance, but any such dates are indicative only.
- 5.8. The Supplier shall not be liable for any delay in or failure of performance caused by the Client's failure to provide the Supplier with adequate information or instructions for performance relating to the Services, or any other act or omission of the Client or any third party (other than any sub-contractor of the Supplier).

6. Third Party Service Providers

- 6.1. Where requested by the Client, the Supplier may be engaged with other third parties, on the Client's behalf (such as specialist counsel, law firms, accountants, for example). In these instances, the Client will be responsible for directly instructing the third parties and as such the



Supplier does not accept responsibility for any third party services or fees provided by such persons and will not be liable to the Client for any acts or omissions of such third parties.

7. Client Information

- 7.1. The Client warrants that it has provided the Supplier with all relevant, full and accurate information as to the Client's business, including any required Confidential Information.
- 7.2. The Client warrants to provide the Supplier with accurate and complete information about the Services it has asked the Supplier to provide, in good time to enable the Supplier to carry out those Services; the Client warrants to let the Supplier know promptly of any significant changes either to that information or to the Client's circumstances generally.
- 7.3. The Supplier will not be liable for any loss or damage which the Client may incur as a consequence of either the Supplier's reliance upon information and/or documentation provided by the Client or on the Client's behalf or the Client's failure to disclose to the Supplier promptly any information and/or documentation which is relevant to the Services being provided.
- 7.4. The Client acknowledges that the Supplier may share information relating to the Client and the Services to the Client in accordance with clause 18 (Client Confidentiality).

8. Supplier Charges & Time

- 8.1. The Supplier's Charges will be as set out in the Proposal and shall be based, among other things, on the factors set out in this clause 8.
- 8.2. The Supplier will provide Services to the Client and will be entitled to charge the Client for such Services at the rates specified in the Proposal. The charging structure agreed between the Supplier and the Client may be based on a number of methods, such as a 'retainer' or 'fixed fee' or 'hourly rate' or 'time based' rate (i.e., day rate, half day rate, hourly rate) but in any event as outlined in the Proposal.
- 8.3. The 'retainer' fee shall be defined as a payment made monthly in advance of the Services being carried out to secure the Supplier's services for a fixed period of time (typically 12 months, unless otherwise specified in the Proposal).
- 8.4. Unless otherwise agreed, where the Supplier agrees to render Services for a fixed or capped fee, the fee will be based upon the agreed scope of Services, as detailed in the Proposal. Extra time incurred by the Supplier in the performance of the fixed fee component will be borne by the Supplier, unless it is found that the Client has deliberately withheld information pertaining to the delivery of the agreed Services. If the Supplier is required to undertake any Services that are outside the original Scope of Services, the Supplier may charge for those additional Services on the basis set out in clause 10. Where Services are to be provided for a fixed or capped fee, such Charges will be invoiced monthly in arrears, unless otherwise specified in the Proposal.
- 8.5. Unless otherwise stated in the Proposal, the Supplier's Charges are calculated by reference to the time spent delivering those Services. Where applicable, activity time is calculated inclusive of travel time from the prior non-client activity (such as from the Supplier's home, office, or third-party premises).



- 8.6. On-site activity is normally provided by the day or half day, except where otherwise agreed in advance. A day will normally be 10.00am - 4.00pm actually on site and half a day on-site amounts to 3.5 hours actually on-site, unless otherwise agreed in advance with the Client.
- 8.7. Off-site activity time includes all office time spent acting for the Client and may be carried out at any Supplier location including the Supplier's business premises or any site away from the Client's premises.
- 8.8. Where off-site activity is provided by the hour, all travel, office, administrative, preparatory, production and telephone/video conferencing time in addition to actual client meetings and external interviews are chargeable at the agreed hourly rate as outlined in the Proposal.
- 8.9. Activity logs may be provided to Clients upon request, on a weekly or monthly basis, as agreed with the Client.
- 8.10. Any estimate which the Supplier may provide the Client from time to time in relation to Charges is only given for guidance as an indication of the likely amount of Charges and is not a fixed fee quote (unless otherwise stated in the Proposal). The Supplier's Charges may exceed any estimate provided where Services are rendered on a retainer or time-spent basis (ie, when Charges are not fixed or capped).
- 8.11. The Client agrees to pay the Supplier's Charges when they become due for payment (see clause 10 below) without any set-off, withholding or deduction.

9. Billing Arrangements

- 9.1. Unless otherwise agreed, the Supplier will issue the Client with interim bills for the Services on a monthly basis, following acceptance of the Order.
- 9.2. Each interim bill the Supplier sends the Client will be a complete and final bill in respect of the Supplier's Charges for Services performed in the period stated to be covered by the bill.
- 9.3. Unless otherwise stipulated, the Supplier's Proposal will not include all expenses. Additional fees may include but are not limited to mileage, car parking, pre-authorised accommodation costs, room hire costs, recruitment agency /head-hunter fees and any other costs essential to the delivery of the Services are levied in addition to the agreed Charges.
- 9.4. Expense receipts wherever practical, will be retained by the Supplier and will be available for inspection by the Client upon request.

10. Payment Terms

- 10.1. The Client agrees to be bound by the payment terms stipulated within the Agreement.
- 10.2. Payments may be required in advance of any delivery of Services, by the Supplier submitting an interim invoice, as stipulated within the Proposal. If not stipulated in the Proposal, invoices for Charges will be raised in accordance with clause 8.
- 10.3. All invoices rendered by the Supplier are payable within 14 days from the date of invoice, unless otherwise stipulated within the Proposal. The Client agrees to pay the Supplier in full, without deduction or set off, in cleared funds within this time period, to the bank account nominated by the Supplier.
- 10.4. If the Client fails to make any payment on time without giving notification of due cause then the Supplier reserves the right to withhold delivery of any further Services contained within the Proposal and will not be responsible for any inconvenience, loss or damage so caused



whatsoever, including in relation to any delay or non-performance of the Services in such circumstances.

- 10.5. The Supplier reserves the right to charge the Client interest on any part of the Charges which are not paid on the due date, from the date that such sums were due for payment until the date of the Supplier's receipt of such sums in cleared funds. Unless otherwise agreed interest will be charged on a daily basis at an annual rate of five percent above the Bank of England base rate. In the event of nonpayment, the Client will also pay all the costs of collection, including reasonable lawyers' fees and costs for the time spent during any audit and/or proceedings or otherwise relating to the collection process.

11. Reporting, Meeting and Training

- 11.1. The Client shall ensure that its employee(s) (as specified in the Proposal or such other person as nominated in writing) are available to meet with the Supplier either face to face, over the telephone/video conferencing or by email when reasonably required by the Supplier for the purposes of discussing the status and progress of the Services.
- 11.2. If the Client's employee(s) cancel attendance to a pre-arranged meeting within 2 days of that meeting, the Supplier is entitled to charge a cancellation fee of 3 hours' work charged at the current hourly rate. If the Client or their employee cancels attendance at a pre-arranged on-site visit day, set training day or event within 5 days of that on-site visit, training day or event, the Supplier is entitled to charge a cancellation fee of 100%.

12. Risks of Cybercrime and Fraud

- 12.1. Due to the risks of cybercrime, if the Client receives (in any form or format) any correspondence which states that the Supplier has changed its bank account details, including correspondence which appears to have been sent by the Supplier, the Client should not respond to that correspondence but contact the Supplier as soon as possible and not transfer any money to any account the details of which are provided in that correspondence unless the Supplier has confirmed such details by telephone.

13. Force Majeure

- 13.1. Neither party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such an event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than 90 days, either party may terminate the Agreement by written notice to the other party.

14. Termination of the Supplier's engagement

- 14.1. The engagement for the Supplier to provide the Services under this Agreement shall commence on the Commencement Date and shall continue for any fixed period specified in the Proposal, or until completion of the Services ("Term").
- 14.2. The Supplier may terminate the Agreement at any time with immediate effect by giving notice in writing to the Client if the Client:



- 14.2.1. commits a material breach of the Agreement and such breach is not remediable;
 - 14.2.2. fails to remedy a breach of this Agreement (including a failure to pay any amount due under the Agreement on the due date and such amount remains unpaid within 14 days after the Supplier has given notification that the payment is overdue);
 - 14.2.3. suspends, or threatens to suspend, payment of its debts or is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case;
 - 14.2.4. becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 14.2.5. stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 14.2.6. financial position deteriorates to such an extent that in the Supplier's opinion the Client's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.
- 14.3. The Supplier may terminate the Agreement at any time by giving not less than four weeks' notice in writing to the Client if the Client undergoes a change of control or if it is realistically anticipated that it shall undergo a change of control within two months.
- 14.4. Without limiting other rights or remedies and subject to clause 14.5, either party may terminate the Agreement by giving the other party 2 months' written notice, with the exception of the following:
- 14.4.1. any fixed term Agreement relating to a fixed scope of Services or specific piece of work, as detailed in the Proposal. These fixed term Agreements cannot be terminated early or with notice, and as such any early termination will automatically generate the full fixed fee to be due and payable within 14 days;
 - 14.4.2. if the Client seeks to terminate the Agreement outside of the provisions of clause 14.4.1, the Client shall be liable for paying a sum equivalent to two months fees to cover the required notice period, based on an aggregate of the previous monthly invoice amounts; the amount will be determined by the Supplier.
- 14.5. Retainer agreements last for successive periods of 12 months and can only be terminated at the end of each 12 month period, by either party giving to the other no less than 3 months' written notice, such notice to expire at the end of the 12 month period in which the 3 months notice expires.
- 14.6. On termination of the Agreement, however occurring, all money's due and unpaid (whether invoiced or not at the point of termination) by the Client pursuant to this Agreement will immediately become due and payable and where the Supplier has not yet raised an invoice then the Supplier shall be entitled to raise such an invoice which shall be payable in accordance with this clause 14.6.
- 14.7. Termination or expiry of the Agreement shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.



- 14.8. The Client's obligations within the Agreement (including any obligations to indemnify) under the clauses relating to Intellectual Property, Liability and Confidentiality shall survive the termination of the Agreement for whatever reason.

15. Limitation of Liability

- 15.1. The extent of the parties' liability under or in connection with the Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 15.
- 15.2. Subject to clauses 15.3 and 15.4, the Supplier's total liability shall not exceed the sum of the Charges paid or payable under this Agreement or £50,000, whichever is the lesser sum.
- 15.3. Subject to clause 15.4, the Supplier shall not be liable for consequential, indirect or special losses, (whether direct or indirect), including:
- 15.3.1. loss of profit;
 - 15.3.2. loss or corruption of data;
 - 15.3.3. loss of contracts or relationships;
 - 15.3.4. loss of goodwill.
- 15.4. Notwithstanding any other provision of the Agreement, the liability of the parties shall not be limited in any way in respect of the following:
- 15.4.1. death or personal injury caused by negligence;
 - 15.4.2. fraud or fraudulent misrepresentation
 - 15.4.3. any other losses which cannot be excluded or limited by applicable law.
- 15.5. These Terms of Business when read in conjunction with the Supplier's Proposal set out the entire Agreement between the Client and the Supplier in connection with the Services, and the Supplier does not accept liability for any representations not set out in the Agreement or for any warranties or other terms which may be implied by applicable law.

16. Non-Exclusive

- 16.1. The Client acknowledges that the Suppliers is providing Services to the Client on a nonexclusive basis and that the Supplier may provide Services of the same or a similar nature as the Services to any other party, unless expressly agreed within the terms of the Proposal.

17. Publicity

- 17.1. The Supplier shall seek the right from the Client to publicise the fact that the Client is, or were, a Client and to utilise its name in publicity materials in this respect. The Supplier may also describe in general terms the type of work conducted for the Client but shall not be permitted to link the two without the Client's prior permission in order to protect confidentiality.

18. Confidentiality

- 18.1. Subject as provided in this clause 18, both parties will keep Confidential Information relating to the other and the Services confidential and will not disclose such Confidential Information to any other person, save where:
- 18.1.1. such Confidential Information is known to the receiving party already;
 - 18.1.2. the receiving party is given the same information by a third party;



- 18.1.3. the receiving party is released from its confidentiality requirement by the disclosing party;
 - 18.1.4. any such information was in the public domain at the time of disclosure;
 - 18.1.5. any information which comes into the public domain subsequently other than as a consequence of any breach of this Agreement or any related agreement;
 - 18.1.6. any disclosure required by law or a regulatory authority or otherwise by the provisions of the Agreement; or
 - 18.1.7. three years have elapsed after termination of the Agreement, whichever is sooner.
- 18.2. The receiving party may disclose Confidential Information to any person where, in its judgement, it considers that necessary in connection with the provision or receipt of Services under this Agreement. The receiving party may also disclose Confidential Information to other third parties instructed by the receiving party (as set out in clause 6), in connection with the provision of the Supplier's Services to the Client.
- 18.3. The Client shall not make any public announcement or disclose any information regarding the Agreement, except to the extent required by law or regulatory authority.
- 18.4. To the extent any Confidential Information is Protected Data (as defined in clause 19) such Confidential Information may be disclosed or used only to the extent such disclosure or use is in compliance with and does not conflict with any of the provisions of clause 19.4.
- 18.5. Notwithstanding the Supplier's duties of confidentiality to the Client, circumstances may arise where the Supplier considers that it is required to disclose Client information to police, governmental, regulatory or supervisory authorities. In circumstances where the Supplier concludes it is obliged to disclose Client information to any such authority, it may not be able to inform the Client that a disclosure has been made, or the reasons for such disclosure, where the act of informing the Client ("tipping-off") would be a criminal offence or the Supplier is asked not to inform the Client by the relevant authority. The Supplier may also be required to suspend or cease the provision of Services to the Client following the making of such disclosures unless and until approved by the relevant authority.

19. Data Protection

- 19.1. The parties agree that for the purposes of this clause 19, **Controller, Processor, Information Commissioner, Data Subject, Personal Data, Processing, Personal Data Breach** and **appropriate technical and organisational measures** shall have the meanings given to them in the Data Protection Laws.
- 19.2. Both parties will comply with all applicable requirements of the Data Protection Laws. This Clause 19 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Laws.
- 19.3. The parties acknowledge and agree that some Personal Data may be shared between the parties, where both parties are a Controller in relation to the collection and processing of that Personal Data. To that end, where the parties share Personal Data where they both act as independent Controllers, the parties agree that:
- 19.3.1. both parties shall ensure that they issue their own privacy policy to Data Subjects for the purposes of their processing activities;



- 19.3.2. any Personal Data shared between the parties is shared for the purpose of the operation of this Agreement;
 - 19.3.3. each party shall have their own appropriate technical and organisational measures in place, taking into account the extent and nature of the Processing, as required by Data Protection Laws; and
 - 19.3.4. both parties will cooperate with the other for the purposes of the collection of all applicable consents (or notification of other lawful basis) for Processing, so that Data Subjects are provided with all relevant information and opportunity for providing relevant consents, at the earliest opportunity prior to collection of any such Personal Data.
- 19.4. The parties agree that in respect of certain activities under this Agreement, the Client is a Controller and that the Supplier is a Processor for the purposes of processing certain Protected Data pursuant to the Agreement. The Client shall at all times comply with all Data Protection Laws in connection with the collection and processing of Protected Data, including (but not limited to) the Client being able to transfer the Protected Data to the Supplier for the purposes of processing that Protected Data in accordance with this Agreement. The Client shall ensure all instructions given by it to the Supplier in respect of Protected Data (including the terms of the Agreement) shall at all times be in accordance with Data Protection Laws.
- 19.5. When acting as a Processor, the Supplier shall process Protected Data in compliance with the obligations placed on it as a Processor under Data Protection Laws and the terms of the Agreement and in accordance with clauses 19.6-19.14 of this Agreement.
- 19.6. The Client shall indemnify and keep indemnified the Supplier against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, the Information Commissioner) arising out of or in connection with any breach by the Client of its obligations under this clause 19.
- 19.7. When acting as a Processor only, the Supplier shall only process the Protected Data in accordance with the Agreement except to the extent:
- 19.7.1. that alternative processing instructions are agreed between the parties in writing; or
 - 19.7.2. otherwise required by applicable law (and shall inform the Client of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and
 - 19.7.3. without prejudice to clause 19.4, if the Supplier believes that any instruction received by it from the Client is likely to infringe the Data Protection Laws it shall be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.
- 19.8. The Supplier shall implement and maintain the technical and organisational measures to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.
- 19.9. The Supplier shall (at the Client's cost):



- 19.9.1. provide reasonable assistance to the Client in ensuring compliance with the Client's obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to the Supplier; and
- 19.9.2. taking into account the nature of the processing, assist the Client (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Client's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.
- 19.10. The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to any country or territory outside the United Kingdom or to any International Organisation without the prior written authorisation of the Client, or where the Supplier has adequate measures in place in accordance with applicable Data Protection Laws in relation to making such international data transfers.
- 19.11. The Supplier shall refer to the Client all requests it receives for exercising any Data Subjects' rights under Chapter III of the GDPR which relate to any Protected Data. It shall be the Client's responsibility to reply to all such requests as required by applicable Data Protection Laws.
- 19.12. The Supplier shall, in accordance with Data Protection Laws, make available to the Client such information that is in its possession or control as is necessary to demonstrate the Supplier's compliance with the obligations placed on it under this clause 19 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Client (or another auditor mandated by the Client) for this purpose (subject to a maximum of one audit request in any 12 month period under this clause 19.12).
- 19.13. The Supplier shall notify the Client without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.
- 19.14. At the end of the provision of the Services relating to the processing of Protected Data, at the Client's cost and the Client's option, the Supplier shall either return all of the Protected Data to the Client or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires the Supplier to store such Protected Data. This clause 19.14 shall survive termination or expiry of the Agreement.
- 19.15. Further information about how the Supplier processes personal data is in the Supplier's privacy policy which can be found on our website at www.i-to-us.com.

20. Intellectual Property Rights

- 20.1. All Intellectual Property Rights in or arising out of or in connection with the Services (including, but not limited to, any Deliverables) shall be owned by the Supplier.
- 20.2. The Client acknowledges that, in respect of any third party Intellectual Property Rights, the use by the Client of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Client and that the Client may only use such materials in accordance with any licence terms applicable to use of such materials.



21. File Sharing Services, Electronic Communications and Skype

- 21.1. If the Client asks the Supplier to access, download documents from or upload documents to, the Client's account on a file sharing or cloud service (such as Dropbox, for example) the Client acknowledges and accepts that: a) the Supplier has not advised the Client in connection with the selection or use of that service; b) the Client has specifically instructed the Supplier to use that service in connection with the Service services to the Client and that the Client recognises that the service may not be secure and/or may be unavailable from time to time; c) the Client assumes all the risks and liabilities arising from the use of that service and accepts that the Supplier shall not be liable for any loss or damage whether in contract or in tort (including negligence) arising from any unavailability of the service (or documents which the Supplier has uploaded to or edited via the service) or any unauthorised access to the service.
- 21.2. The Client acknowledges that the Supplier may use emails and other methods of electronic communication to communicate with the Client, and that such methods of communication are not secure. Where the Client (or any individual on its behalf) communicates with the Supplier by SMS text message or a social media message service such as WhatsApp or Facebook Messenger the Supplier may communicate with you in the same manner. If the Client has any concerns in relation to the use of such methods of communication, please discuss these with the Supplier.
- 21.3. The Client agrees that the Supplier may use Zoom, Teams or Skype (or any other similar VOIP communication tools) when acting for the Client. If the Client prefers that the Supplier doesn't do this it is for the Client to notify the Supplier.

22. Invalidity

- 22.1. Each provision of the Agreement is separate and independent of the others and if any part of the Agreement is held to be invalid, that part shall be deemed deleted from the Agreement and the remainder of the Agreement will continue in full force and effect.

23. Governing law and jurisdiction

- 23.1. The Agreement is governed by and shall be construed in accordance with the laws of England and Wales.
- 23.2. The parties irrevocably agree to submit to the jurisdiction of the courts of England and Wales in relation to any dispute which may arise between the Client and the Supplier, irrespective of the subject of the dispute or where the Service to which it relates has been carried out.
- 23.3. The Client also agrees that in connection with any claim for payment of the Supplier's Charges, the Supplier may bring proceedings against the Client in any jurisdiction where they Client or its assets are located, and that if the Supplier so elects such proceedings may be brought by way of arbitration, held in London, under the rules of the London Court of International Arbitration. Any such arbitration shall be conducted in the English language, with one arbitrator.



September 2021