

1. DEFINITION AND INTERPRETATION

1.1 In the Contract:

"**Activities**" mean the activities that Alcumus are to undertake to verify that the Client (or any product, service or event of the Client's) complies with the Criteria.

"**Application Form**" means the application form provided by the Client containing all the required information required by Alcumus and accepting the Service set out in the Quotation. Until the Client has provided an application form, a Contract shall not be deemed to have been formed.

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

"**Chargeable Day(s)**" means any day which Alcumus has worked (including a Saturday or a Sunday) in relation to the provision of the Service charged at the prevailing day rate (which for the avoidance of doubt shall be set out in the Quotation).

"**Charges**" means the charges for the Service (including Initial Charge, Main Charge and Chargeable Day rates) as set out in the Quotation or Application Form, including without limitation fees, expenses and other costs.

"**Client**" means the party who purchases or agrees to purchase the Service identified in the Application Form.

"**Commencement Date**" means as set out in clause 1.5.

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

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

"**Contract**" means the contract between Alcumus and the Client for the provision of the Service comprising these Conditions, the Quotation, the Application Form, Rules of Registration, Criteria and any Special Conditions.

"**Criteria**" means the relevant standard(s), specification(s) or document(s) containing the criteria against which the Client must demonstrate compliance which are included with the Quotation, the terms of which may be amended by Alcumus from time to time.

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

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

"**Initial Charge**" means the charges payable in relation to the Initial Review.

"**Initial Review**" means an initial review of the Application Form in order to plan the Activities.

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

"**Main Charge**" means the charges payable for all Services except for the Initial Review.

"**Personal Data**" means personal data as defined in section 1 of the DPA.

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

"**Purchase Order**" means the order placed by the Client setting out its request for Service (if provided).

"**Quotation**" means the offer for the Service to be provided by Alcumus to the Client.

"**Rules of Registration**" means the Rules of Registration to supply validation and verification Services which are included with the Quotation which are legally binding on the Client and Alcumus, and commence on the date that the Client's application is accepted by Alcumus, the terms of which may be amended by Alcumus from time to time.

"**Service**" means the V&V services as set out in the Quotation including the provision of any of the Systems as applicable, to include the Initial Review and the Activities.

"**Special Conditions**" means any special conditions provided by Alcumus to the Client from time to time.

"**Statement of V&V**" means a statement or declaration issued by Alcumus confirming that Alcumus have completed the Activities and have, based on the information and documentation provided by the Client or otherwise made available to Alcumus, assessed the Client (or any product, service or event of the Client's) as satisfying and complying with the Criteria.

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

"**Term**" means the term of the Contract beginning on the Commencement Date and ending on completion of the Service by Alcumus.

"**V&V**" means Verification and/or Validation.

"**Validation**" means confirmation that the Client, through the provision of objective evidence, information and documentation provided to Alcumus, has fulfilled the Criteria for a specific intended future use or application.

"**Verification**" means confirmation that the Client, through the provision of objective evidence, information and documentation provided to Alcumus, has fulfilled the Criteria.

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

1.2 Wherever in the Contract provision is made for a communication to be "written" or "in writing" this includes email.

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

3 The Quotation constitutes an offer by Alcumus to the Client to provide Service in accordance with these Conditions.

4 The Quotation shall only be deemed accepted when Alcumus receives the completed Application Form accepting these Conditions, at which date the Contract shall come into existence ("Commencement Date"). For the avoidance of doubt, Alcumus shall not commence Service until a signed Application Form has been received.

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

6 These Conditions shall apply to and be incorporated in the Contract and shall be in substitution for any ongoing arrangement made between Alcumus and the Client and shall prevail over any terms or conditions contained in or referred to in the Application Form (other than as agreed in the Special Conditions), any Purchase Order or other Client correspondence or elsewhere or implied by trade custom or practice or course of dealing. No addition to or variation of or exclusion or attempted exclusion of these Conditions shall be binding upon Alcumus unless set out in Special Conditions and specifically agreed to in writing and signed by a duly authorised representative of Alcumus.

7 All the provisions of the Contract between Alcumus and the Client are contained in or referred to in the Quotation, Application Form, these Conditions, the Rules of Registration, the Criteria and (where applicable) the Special Conditions. In no circumstances shall any conditions of purchase submitted at any time by the Client be applied to the Contract and any failure by Alcumus to challenge any such terms and conditions does not imply acceptance of those terms and conditions.

8 In the event of any conflict between any terms contained in the Quotation, Special Conditions, Application Form, Criteria and these Conditions, the following order of precedence shall apply to the extent of any inconsistency only:

8.1.1 the Criteria;

8.1.2 the Rules of Registration;

8.1.3 the Special Conditions;

8.1.4 the Quotation;

8.1.5 these Conditions;

8.1.6 the Application Form.

9. SERVICES

10 Alcumus shall supply the Service to the Client using all reasonable skill, care and diligence to the standards of a reasonably qualified and competent provider of services similar to the Service.

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

11 Alcumus shall conduct an Initial Review so as to plan the Activities. Alcumus reserves the right not to proceed with the Service following the Initial Review. Alcumus shall notify the Client if Alcumus decides not to proceed with the Service following the Initial Review.

11.1 Alcumus reserves the right, at its sole discretion to:

11.1.1 issue a Statement of V&V; or

11.1.2 not to issue a Statement of V&V.

11.2 Subject to clause 2.4 and 3.8, a Statement of V&V shall only be issued by Alcumus where Alcumus have completed the Activities and have, based on the information and documentation provided by the Client or otherwise made available to Alcumus, assessed the Client (or any product, service or event of the Client's) as satisfying and complying with the Criteria, Alcumus may issue a Statement of V&V.

11.3 Such Statement of V&V may be limited to a certain period of time or in relation to any particular service, product, event, information, documents or other element of the Client and Alcumus provides no warranty or guarantee that the Client, its products, services, event or any other element shall continue to meet the Criteria on an on-going basis. The Statement of V&V shall detail the exact scope of verification and the date of such verification.

11.4 The Statement of V&V shall be valid for:

12 the period stated in the Statement of V&V; or

13 Where no such period is stated in the Statement of V&V, a period of 12 months from the date of the Statement of V&V, (the "Verified Period").

13.1 Where the Client notifies any other entity that a Statement of V&V has been issued to the Client, the Client shall ensure that it provides full details of such verification to that entity (including the scope and time period for which the verification is valid, as set out in the Statement of V&V) and shall not mislead others of the basis of such verification.

14 Should the Client wish to renew any Statement of V&V by Alcumus then a further Application Form must be submitted by the Client to Alcumus and shall be subject to a separate contract.

15 During the Verified Period, the Client shall immediately notify Alcumus in writing of any circumstance that would materially impact Alcumus' decision to issue a Statement of V&V including (but not limited to):

16 The Client becoming aware that any documents or information provided by the Client or otherwise made available to Alcumus as part of the Application or during the Service was inaccurate, misleading, false, or incomplete or of any facts that would affect Alcumus' decision to issue a Statement of V&V;

16.1.1 Any breaches of this Contract by the Client;

16.1.2 Any breaches of applicable law by the Client;

16.1.3 Any allegations of criminal offences or initiation of any criminal or regulatory investigations in relation to the Client

16.2 Alcumus may, at any time during the Verified Period, by written notice to the Client revoke the Statement of V&V (and the Statement of V&V shall be deemed null and void from the date upon which such revocation is notified to the Client by Alcumus and the Client shall cease reliance upon the Statement of Validation and shall not make any further statement that it has received a Statement of V&V following such date) in any of the following circumstances:

17 Alcumus is instructed to do so by any government, regulatory body or court;

17.1.1 the Client has breached the terms of this Contract;

18 Alcumus becomes aware that the Client (or any product, service or event of the Client's, as applicable) no longer satisfies or complies with the Criteria;

18.1.1 where the Client notifies any other entity that a Statement of V&V has been issued to the Client, the Client fails to provide full details of such verification to that entity (including the scope and time period for which the verification is valid, as set out in the Statement of V&V) or has misled others of the basis of such verification;

18.1.2 the Client has brought (or threatens to bring) Alcumus into disrepute or performs or threatens to perform any act which, in the opinion of Alcumus, is contrary or prejudicial to the objects or reputation of Alcumus;

19 Alcumus becomes aware that any information provided as part of the Application or as part of the Service was incorrect, misleading, inaccurate or incomplete or of any facts that would affect Alcumus' decision to issue a Statement of V&V;

20 the Client breaches (or Alcumus become aware that the Client had at the time of the Application or any Activities breached) any applicable law;

21 where the circumstances set out in clause 97.1.1 or 97.1.2 apply to the Client; or where Alcumus have the right to terminate this Contract.

22. CHARGES AND PAYMENT

22.1 The Quotation shall set out:

22.1.1 the Initial Charge (which shall be fixed); and

23 an initial estimate of the Main Charge (based on the estimated number of Chargeable Days required and the applicable day rate(s)).

24 Alcumus may invoice for the Initial Charge upon receipt of the Application Form and shall not be required to commence the Initial Review until the Initial Charge has been paid.

25 Alcumus may invoice for the Main Charge at any time after the completion of the Initial Review and shall not be required to commence any Service until the Main Charge has been paid.

25.1 Once Alcumus has completed the Initial Review, Alcumus shall either (a) confirm that the initial estimate of the Main Charge set out in the Quotation shall apply or (b) reserves the right to amend the Main Charge by written notice to the Client and, if so, that amended Main Charge shall then apply.

26 Subject to clause 3.1 and 3.2, the Charges for the Service shall be those agreed and set out in the Quotation.

27 The Client shall pay the Charges specified in any invoice within thirty (30) days of the date of such invoice (unless otherwise stated in the Quotation) in pounds sterling by direct debit or BACS transfer into Alcumus' account as notified in writing by Alcumus from time to time. All Charges are net of Value Added Tax (VAT) which the Client shall pay to Alcumus (at the prevailing rate) upon receipt of a valid VAT invoice. Time for payment shall be of the essence.

28 The Client shall not be entitled to reimbursement of any Charges if the Client terminates the Contract in accordance with clause 12.1 or clause 12.2.

29 Notwithstanding any other terms of the Contract, Alcumus may withhold or suspend the provision of the Service (in addition to any other remedy available to Alcumus) and/or withhold the Statement of V&V without terminating the Contract if the Client has failed to pay Alcumus' invoices in accordance with the Contract. In the case of late payment, Alcumus shall be entitled to cancel any Service.

29.1 If the Client fails to make any payment due to Alcumus under the Contract by the due date for payment, then, without limiting Alcumus' remedies under clauses 3.1 and 3.5, the Client shall pay interest on the overdue amount at the rate of 8% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment

of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

29.2 If:

30 the Client requires Alcumus to carry out any additional services not specified in the Quotation or Application Form; or
31 Additional work is required on Alcumus' behalf because of erroneous and/or incomplete information or documentation provided by the Client
Alcumus shall be entitled to make additional charges for such services.

32 All payments to be made by the Client under the Contract shall be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.

33 THE CLIENT'S OBLIGATIONS

33.1 The Client shall:

34 ensure prompt provision of resources, including all decisions, information, documentation and access (to personnel, records and Premises) required to enable Alcumus and its agents and employees to provide the Service in accordance with the Contract;
35 act in a fully transparent manner in the provision of information, documentation and access to Alcumus at all times;
35.1.1 ensure a safe working environment at the Premises for Alcumus, its agents and employees; and ensure in the interests of health and safety that Alcumus' personnel, while on the Premises for the purpose of carrying out the Service have access at all times to a member of the Client's staff familiar with the Premises and safety procedures;
36 be responsible for the accuracy and legality of all information from time to time provided to Alcumus, ensure that none of it infringes the IP or defames any person and indemnify and keep Alcumus indemnified accordingly;
37 be solely responsible for maintaining back-up and disaster recovery procedures and all other information the Client supplies to Alcumus from time to time;
38 wherever possible, provide a suitable vehicle parking facility for use by Alcumus' personnel which is free from any legal restrictions and immediately close to the location at which the Service are provided; and
39 perform its obligations in the Contract in a competent, prompt and diligent manner.

40 The Client hereby acknowledges that the provision by Alcumus of the Service in accordance with the Contract shall not absolve the Client from any obligation, including any statutory obligation, to which it may from time to time be subject.

41 The Client agrees that Alcumus shall not be liable under any circumstances for any delay, error or problem caused by any act or omission on the part of the Client, its agents or employees. Alcumus may levy additional charges (at its then current standard rates) resulting from any additional work or additional costs incurred or undertaken as a consequence of any such act or omission.

42 The Client accepts that Alcumus shall be entitled to announce (either orally or in writing) for marketing purposes only that it has undertaken the Service for the Client.

43 In the event that the Client fails to notify Alcumus of any problem or concern within five (5) Business Days of Alcumus carrying out the Service, then the Client shall be deemed to have accepted the same.

44 SYSTEMS

45 If Alcumus is providing the Systems in accordance with the Contract, the Client shall and shall procure that any Authorised Users:

46 operate any of the relevant Systems only in accordance with Alcumus' and/or any relevant licensor of the Systems' instructions and shall ensure that no modifications are made to any such Systems; and
47 supply to Alcumus a list of its Authorised Users, maintain an up to date version of the list of Authorised Users, supply a copy to Alcumus promptly upon request and issue to each of its Authorised Users the password from time to time provided by Alcumus.
48 In respect of the Client's use and any Authorised User's use of any of the relevant Systems, the Client shall comply with generally accepted principles of Internet usage and ensure that:
49 such relevant Systems are not used by any of the Authorised Users fraudulently, in connection with any criminal offence, or otherwise unlawfully or to send or receive any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights, or to send or provide unsolicited advertising or promotional material;
50 no attempt is made to reproduce, copy, adapt, decompile, disassemble, modify, reverse engineer or make error connections to the Systems in whole or in part; and
51 no viruses are introduced into any such Systems and that, if a virus is found, promptly upon its discovery eliminate it and/or ameliorate its effect.

52 The Client shall ensure that it keeps an up to date list of all Authorised Users with access to the Systems at any given time. The Client shall ensure that each Authorised User keeps his or her username and password confidential and does not at any time share any access details to the Systems with any other person. The Client shall immediately inform Alcumus when individual Authorised Users no longer require access to the Systems.

53 Alcumus hereby grants the Client a royalty-free, non-exclusive and revocable licence to use the Systems in accordance with the provisions of the Contract for the sole purpose of receiving the Service for the duration of the Term.

54 The Client acknowledges and accepts that Alcumus may be required by law to monitor website content and traffic and, if necessary, give evidence of the same together with use of log-on identification to support or defend any dispute or actionable cause.

55 Alcumus does not guarantee that the Systems shall be uninterrupted, error or virus free and excludes any liability in relation to the same. Alcumus reserves the right to undertake maintenance or emergency works to the Systems from time to time.

56 RESERVATION OF TITLE

56.1 Title to and property in the Systems shall remain vested in Alcumus at all times.

56.2 Alcumus shall be entitled to repossess and remove access to any of the Systems for which it retains title at any time (including but not limited upon termination of the Contract) and for such purpose Alcumus and/or its agents and/or representatives shall be entitled at any time and without notice to enter upon any Premises and or premises at which the Systems are used or kept or reasonably believed so to be to ensure or effect the disabling of access to the Systems.

57 DATA PROTECTION

57.1 In this clause 7:

58 'personal data', 'data controller', 'data processor', 'data subject' and 'process' or 'processing' each have the same meaning as used in the Data Protection Laws;
58.1.1 "Client Personal Data" means any and all personal data which is provided by or on behalf of the Client to Alcumus or which is otherwise processed by Alcumus as a result of or in connection with the provision of the Service and for which the Client is the data controller, as specifically identified in Schedule 1;
58.1.2 "Data Protection Laws" means the Data Protection Act 2018, UK GDPR (as defined by section 3(10) of the Data Protection Act 2018 (as supplemented by section 210(4) of the Data Protection Act 2018), the Privacy and Electronic Communications (EC Directive) Regulations 2003, together with any and all other laws, regulations or other statutory instruments relating to the protection of personal data applicable to Alcumus and/or Client in any relevant jurisdiction.

59 The parties agree that, with respect to the parties' rights and obligations under this Agreement and with respect to any Client Personal Data, the factual circumstances will dictate as to whether the (i) Client is the data controller and Alcumus is the data processor (and clause 7.5 shall apply) and/or (ii) the Client and Alcumus shall each be a separate and independent data controller of the Client Personal Data (where clause 7.4 shall apply).

60 The parties shall each comply with all applicable obligations under the Data Protection Laws.

60.1 Independent controller

61 The parties shall each comply with all applicable obligations under the Data Protection Laws.

62 Neither party shall do, fail to do or permit to be done, anything that causes the other party to be in breach of their respective obligations under the Data Protection Laws.

62.1.1 The Client is solely responsible for establishing the lawful basis for the processing of Client Personal Data by Alcumus under the Contract, including but not limited to, the sharing of Client Personal Data with Alcumus and providing where requested by Alcumus a copy of the Alcumus privacy policy and where applicable, the obtaining of all necessary consents from data subjects.

62.1.2 To the extent that the Client Personal Data includes personal data relating to data subjects other than the Client (for example but without limitation where the data subject is an employee of the Client), the Client shall ensure that it meets all the transparency related obligations including by giving data subjects appropriate privacy notices in relation to the processing of contractor personal data by Alcumus.

62.2 Data processing

63 In circumstances where Alcumus processes personal data on behalf of the Client, Alcumus in each case shall comply with the requirements of this clause 7.4. The parties have agreed that the description of the processing is as set out in Schedule 1.

63.1.1 Alcumus shall:

64 only process any Client Personal Data for the purposes of providing the Service (and for no other purpose whatsoever) and only in accordance with the Client's written instructions from time to time;
65 process Client Personal Data other than in accordance with clause 7.3.1 only if required to do so by law, in which case Alcumus shall inform the Client of the relevant legal requirement before processing (unless that legal requirement prohibits such information being provided to the Client on the grounds of public interest);
66 ensure that access to the Client Personal Data is strictly limited to persons who need access to it as strictly necessary to perform the Service and that all such persons are informed of the confidential nature of the Client Personal Data and are subject to contractual or statutory obligations of confidentiality;
67 keep appropriate records of all processing activity carried out by Alcumus in accordance with this Agreement;
68 implement appropriate technical and organisational measures to protect the Client Personal Data (ensuring in each case a level of security appropriate to the risk) against unauthorised or unlawful processing or accidental loss or damage;
69 not transfer the Client Personal Data to countries outside the United Kingdom and/or European Economic Area ("EEA") without Client's prior written authorisation;
70 assist the Client in meeting the Client's obligations regarding the exercise of data subjects' rights in accordance with the Data Protection Laws;
71 assist the Client in meeting the Client's obligations under the Data Protection Laws with respect to data security, breach notification, data protection impact assessments and prior consultation with or notification to a competent data protection supervisory authority;
72 not permit any processing of the Client Personal Data by any agent, subcontractor, supplier or other third party ("sub-processor") without the prior written authorisation of the Client in each case, and shall ensure in each case that prior to the sub-processor processing any Client Personal Data, terms equivalent to this clause 7 are included in a written contract between Alcumus and any sub-processor engaged in the processing of Client Personal Data;
72.1.1.1 on termination of this Agreement, at the Client's option either return to the Client all Client Personal Data and copies of it or, at the Client's written request, destroy the Client Personal Data; and
73 at the reasonable request of the Client, make available to the Client all information necessary to demonstrate Alcumus' (and any sub-processor's) compliance with this clause 6 and permit the Client and its representatives to inspect and audit that Alcumus (and any sub-processor) is complying with this clause 7. Alcumus shall notify the Client as soon as is reasonably practicable if Alcumus reasonably believes an instruction from the Client in accordance with clause 7.3.11 breaches (or could cause either party to breach) the Data Protection Laws.

74 Without prejudice to clause 7.5.2.9, the Client acknowledges that the signing of this Agreement acts as authorisation (as required by clause 75.2.9) for the appointment of the sub-processors set out in Schedule 1.

75 The Client is solely responsible for establishing the lawful basis for the processing of Client Personal Data by Alcumus under this Agreement, including where applicable the obtaining of all necessary consents from data subjects, and shall notify Alcumus on request of the applicable lawful basis for any processing Alcumus is required to perform.

75.1.1 Subject to clauses 9.1 and 9.2 Alcumus shall indemnify and keep indemnified the Client in full and hold it harmless on demand from and against any claims, losses, costs, fines or damages suffered or incurred by the Client or for which the Client may become liable arising out of or in connection with any breach of this clause 7 by Alcumus.

76 The Client shall indemnify and keep indemnified Alcumus in full and hold it harmless on demand from and against any claims, losses, costs, fines or damages suffered or incurred by Alcumus or for which Alcumus may become liable arising out of or in connection with any breach of this clause 7 by the Client.

77 INTELLECTUAL PROPERTY

Alcumus shall retain all IP relating to the Service and in any and all Documents, the Systems, any other systems, methods, material and items created by or on behalf of Alcumus whether specifically for the purposes of the Contract or otherwise.

79 If a third party owns any of the Systems or part thereof, such third party shall (if applicable) retain all IP relating to the Systems.

80 The Client hereby acknowledges that Alcumus shall have no liability for any misuse by or on behalf of the Client or any other person of any of the Documents (which shall be determined by reference to the purposes for which the Documents were originally prepared) or any other deliverables generated during the provision of the Service.

81 The Client hereby grants Alcumus a royalty-free, non-exclusive and irrevocable licence to copy and use any material provided by the Client for all reasonable purposes related to the Service. The Client shall not use the Systems, Documents or any deliverables resulting from the Service for any purpose whatsoever other than as necessary to receive the Service.

81.1 In the event that there is an actual, alleged or threatened breach of any third party's intellectual property rights arising out of the Client's use of the Systems, Alcumus may procure the right for the Client to continue using the Systems, replace or modify the Systems so that they become non-infringing or, if such remedies are not reasonably available, withdraw the Client's access to the Systems without any additional liability or obligation to pay liquidated damages or other additional costs to the Client.

82 Alcumus hereby grants the Client an irrevocable licence to copy and use Documents issued by Alcumus to the Client under the Contract, provided always that such licence shall be subject to full payment of the Charges by the Client, and shall only apply to the extent that the Client is not in breach of the Contract. On termination of the Contract for any reason, the Client shall promptly return the Documents (and any copies of the certificate) to Alcumus.

83 LIMITATION OF LIABILITY AND REMEDIES

83.1 **Subject to clause 9.3 and notwithstanding clause 9.2, Alcumus' maximum total liability under or arising out of or in connection with the Contract shall not exceed the sum which is the lesser of one million pounds (£1,000,000) or twice the total value of the Charges paid by the Client in the year during which the claim arose or such pro-rated amount should the claim arise in the first year of trading.**

84 **Subject to clause 9.3, Alcumus shall not in any circumstances have any liability (whether direct or indirect) for (i) loss of business or business opportunity, (ii) loss of revenue, (iii) loss of profits, (iv) loss of anticipated savings, (v) loss of or damage to data, (vi) loss of goodwill or injury to reputation (vii) any third party claims (viii) loss which could have been avoided by the Client through reasonable conduct or by the Client taking reasonable precautions or (ix) any consequential or indirect loss. The Client is strongly advised to insure against all such potential loss, damage, expense or liability.**

85 Nothing in the Contract seeks to exclude or limit any liability of Alcumus for death or personal injury caused by its negligence or for its fraudulent misrepresentation.

86 The Client hereby acknowledges and agrees that the limitations of liability referred to in clause 9.1 and 9.2 are fair and reasonable, reflected in the level of the Charges and the insurance cover carried by Alcumus and are just and equitable having full regard to the extent of Alcumus' responsibility for any loss or damage suffered.

86.1 Save as required by law and save as may otherwise be set out in the Contract, Alcumus disclaims and the Client waives all other warranties, express or implied, with respect to the Service, arising by law or otherwise, including, without limitation, any implied warranty of satisfactory quality, fitness for a particular purpose and any obligation, liability, right, remedy or claim in tort.

87 Save as required by law, the Client's exclusive remedy for any default or defect in the performance of the Service by Alcumus shall be to correct and/or re-perform any such defective Service by Alcumus. If it is not economical or technically feasible for Alcumus to correct and/or re-perform the defect, then the Client's exclusive remedy shall be a full or partial credit of sums paid for the defective Service(s) (subject always to the other provisions of this clause 9).

88 **CONFIDENTIAL INFORMATION**

88.1 Each party shall keep in strict confidence and treat the other party's Confidential Information as confidential and to use it only for the purposes of the Contract except in so far as may be necessary for the performance of any obligations of the Contract or to the extent that such information is generally available to the public or to the extent that disclosure of information is required to be made by law.

88.2 Each party agrees that the obligation in clause 10.1 shall continue in force without limitation in point of time notwithstanding the termination or expiry of the Contract for any reason but shall cease to apply to information from the point at which it enters into the public domain and shall also cease to apply to information which is received independently from another source without the imposition of any duty of confidence.

89 **FORCE MAJEURE**

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

90 **TERMINATION**

91 Either party may terminate the Contract (or part thereof) by providing the other party with thirty (30) days' written notice.

92 Alcumus reserves the right to charge the Client a cancellation fee if the Client terminates the Contract or cancels or rearranges any planned Activities without cause at the following rates:

93 cancellation within 11-20 Working Days of planned Activities - 50% of the prevailing day rate (as set out in the Quotation);

94 cancellation within 0-10 Working Days of planned Activities – 100% of the prevailing day rate (as set out in the Quotation); and

95 all Chargeable Days and any additional expenditure that has been already been incurred by Alcumus and is not reclaimable (including but not limited to flights, other travel expenditure and hotels).

96 Either party may terminate the Contract immediately by notice to the other party without liability to the other party if:

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

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

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

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

98.1 Upon termination of the Contract howsoever occurring:

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

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

100.1.1 Alcumus may revoke the Statement of V&V; and

101 the Client shall remain liable to pay Alcumus any Charges outstanding and for any Service already performed prior to the date of termination.

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

102.1 Clauses 6, 7.2, 8, 9, 10, 12.5 and 13 shall survive termination.

103 **MISCELLANEOUS**

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

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

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

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

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

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

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

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

110.1 The Client agrees that it shall not at any time during the Term or for a period of six (6) months following completion of the Service or termination of this Contract (if earlier), without the prior written consent of Alcumus, directly or indirectly solicit, induce or entice away from Alcumus or employ, engage or appoint in any way cause to be employed, engaged or appointed any employee, agent or sub-contractor of Alcumus to perform services substantially similar to the Service.

111 Any notice under the Contract must be given in writing to the addresses set out in the Quotation and if no address is given, the registered office of such party. Any such notices shall be effective if delivered by recorded delivery (delivery deemed to have taken place at the time and date recorded by the delivery service) or by email to legal@alcumus.com (deemed delivered on the first Working Day after sending).

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

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

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

Schedule 1- Description of Processing

Subject matter of the processing	The processing of personal data to the extent necessary for the provision of the Service by Alcumus.
Duration of the processing	The certification cycle (which is usually three years depending on continuation of certification service requirements by the Client). After the certification cycle, Alcumus shall retain Client records in accordance with its Document Retention Policy, details of which are available on request.
Nature of the processing	The processing of personal data to the extent necessary to provide the Service, and specifically in order to facilitate Validation and/or Verification of the Client
Purpose of the processing	The processing of personal data to the extent necessary for the provision of the Service by Alcumus.
Personal data types	Limited to Client contact employee data (including but not limited to) names, contact addresses, emails and contact telephone numbers.
Categories of data subjects	Limited to Client employees.
Obligations and rights of the controller	As set out in the Agreement.
Appointed Sub-Processors	Alcumus uses a number of subcontractors to provide the Service. This includes a pool of sole trader auditors who undertake audits on behalf of Alcumus as required. Clients will be notified in advance where a subcontracted auditor will be used. Alcumus occasionally uses subcontracted technical advisors to verify the competence requirements of Alcumus auditors providing the Service.