

Terms and Conditions

Save as where otherwise stated, these Conditions apply to all Contracts between Shield Safety Group and the Customer.

1 Definitions

1.1 In these Conditions the following definitions apply:

1.1.1 Assignment: a position, post or role to which a candidate is assigned by SSG.

1.1.2 Authorised Location: the locations and number of locations at which it is agreed that the Customer can enable Users to make use of the Services, as more particularly set out in a SOW (where relevant).

1.1.3 Candidate means the individual who is supplied or introduced by or on behalf of SSG to the Customer for a Role.

1.1.4 Compliance Centre Software: means the software owned by SSG.

1.1.5 Conditions: these Terms and Conditions as amended from time to time in accordance with clause 12.

1.1.6 Conduct Regulations: The Conduct of Employment Agencies and Employment Businesses Regulations.

1.1.7 Contract: the Contract between SSG and the Customer for the supply of Services in accordance with these Conditions and the Service Agreement.

1.1.8 Confidential Information means all information disclosed by one party to the other under the Contract which the receiving party has been informed is confidential or which the receiving party ought reasonably to comprehend that the disclosing party would regard as confidential. Confidential Information shall include without limitation information relating to each party's business, but shall exclude information which:

1.1.8.1 Was public knowledge or already known to the recipient at the time of disclosure;

1.1.8.2 Subsequently becomes public knowledge other than by breach of these Conditions;

1.1.8.3 Subsequently comes lawfully into the possession of the recipient from a third party; or

1.1.8.4 Is agreed by the parties not to be confidential or to be disclosable.

1.1.9 Customer: the person or firm who purchases Services from SSG and whose details are set out in the Service Agreement.

1.1.10 Deliverables: the deliverables to be produced as part of the provision of the Services as set out in the Service Agreement.

1.1.11 Documentation: the documentation (if any) in relation to the Services, which may be made available to the Customer by SSG and as detailed in the Master Service Schedule and/or any SOW.

1.1.12 Engages/Engaged/Engagement means the engagement, employment or

use of the Candidate by the Customer or any third party directly or through any other employment business on a permanent or temporary basis (whether under a contract of service or for services, an agency, license, franchise or partnership arrangement; or any other engagement, directly or through a limited company of which the Candidate is an officer or employee) which results from an Introduction.

1.1.13 Force Majeure Event: has the meaning given to it in clause 20.

1.1.14 Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets and including, but not limited to, the content of the diary solution and policy documentation developed by SSG) any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

1.1.15 Introduction means:

1.1.15.1 the Customer's interview of a Candidate in person or by telephone, following the Customer's instruction to SSG to supply a Candidate; or

1.1.15.2 the passing to the Customer of a curriculum vitae or information which identifies the Candidate and which leads to an Engagement of that Candidate.

1.1.16 Location Licences: the location licences purchased by the Customer pursuant to clause 3 which entitle the Customer to allow Users to access and use the Services and the Documentation at particular locations, in accordance with this agreement.

1.1.17 Mandatory means requirements stipulated by the Customer that are essential to performance of the Role.

1.1.18 Modify/Modification: the installation of any New Release to the Website or the development of any new release of the Software.

1.1.19 New Release: any new version of the Compliance Centre Software released.

1.1.20 Order: the Customer's order for the supply of Services, full details of which are set out in the Service Agreement and which shall not be accepted until a Service Agreement is issued and has been authorised by the SSG Finance Department.

1.1.21 Premises: any property or premises from which the Services are to be carried out.

1.1.22 Privacy Policy: the document that governs the manner in which we collect, use, maintain and disclose information collected.

1.1.23 Relevant Period: the relevant period is 12 months or the period stated in the contract of employment, whichever is greatest.

1.1.24 Remuneration includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Customer or any third party.

1.1.25 Role means the permanent position the Customer is seeking to fill.

1.1.26 Services: the services, including the Deliverables, supplied by SSG to the Customer as set out in the Service Agreement.

1.1.27 Service Agreement: the document that contains the breakdown of the services to be supplied by SSG to the Customer.

1.1.28 Software: means such software as may be detailed in the Service Agreement (together with all future modifications, updates, upgrades, releases and new versions thereof as may from time to time be supplied by SSG).

1.1.29 Software Services: means such of the Services (if any) as relate primarily to the Software.

1.1.30 SSG: means Shield Safety Group Limited a private limited company whose registered number is 4777870 and whose registered office is at 12 Little Lever Street, Northern Quarter, Manchester, M1 1HR.

1.1.31 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,

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1 Shield Safety Group Ltd. - Strictly Private and Confidential


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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.

1.1.32 Website: means the Customer facing marketing website from time to time owned and managed by SSG.

1.2 Construction: In these Conditions, the following rules apply:

1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2. a reference to a party includes its personal representatives, successors or permitted assigns;

1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate Legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4 any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.5 a reference to writing or written includes faxes.

2 Basis of Contract

2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions and the Service Agreement which has been proposed by SSG to the Customer.

2.2 Subject always to clause 7.5, the Order shall only be deemed to be accepted when SSG receives a signed copy of the Service Agreement or a Customer purchase order has been sent to SSG with respect to the Services, and either that copy or purchase order has also been countersigned on behalf of SSG or SSG has commenced its performance of the Services.

2.3 In the absence of a signed Service Agreement or accepted purchase order raised by the Customer, these Conditions shall be deemed to constitute the contract between SSG and the Customer in the event that:

2.3.1 SSG receives email confirmation of agreement to these Conditions; or

2.3.2 SSG has effected an Introduction of a Candidate to the Customer; or

2.3.3 the Customer Engages a Candidate; or

2.3.4 SSG has passed any information about the Candidate to the Customer following an Introduction; or

2.3.5 the Candidate commences the supply of its services to the Customer, whichever is the earlier.

2.4 These Conditions shall prevail over any terms and conditions or purchase

conditions put forward by the Customer.

2.5 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of SSG which is not set out in the Service Agreement.

2.6 Any samples, drawings, descriptive matter or advertising issued by SSG and any descriptions of the Goods or illustrations or descriptions of the Services contained on SSG's Website are issued or published for the sole purpose of giving an approximate idea of the Services. They shall not form part of the Contract or have any contractual force.

2.7 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.

2.8 Any quotation given by SSG shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

3 General Obligations

3.1 SSG shall:

3.1.1 carry out the Services to the Customer in accordance with the Contract in all material respects;

3.1.2 subject always to clause 3.1.3, SSG, use reasonable endeavours to meet any performance dates for the Services agreed in writing with the Customer but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services;

3.1.3 in respect of any Services that involve an unannounced audit, SSG and the Customer shall agree a window during which the audit may occur and the precise date upon which such audit will occur will not be known to the Customer and shall be at the sole discretion of SSG, save that the audit shall occur during the agreed window; and

3.1.4 have the right to make any changes to the Services (including amending the Compliance Centre Software or issuing a New Release in accordance with clause 3.1.5), which are at its sole discretion.

3.1.5 in respect of the Compliance Centre Software, SSG shall have the right to:

3.1.5.1 provide software updates, patches, bug fixes, and similar items at any time;

3.1.5.2 to add or remove features to the Compliance Centre Software;

3.1.5.3 implement any other changes to the Compliance Centre Software that SSG in its sole discretion considers necessary; and

3.1.5.4 use reasonable endeavours to ensure that the Services will be provided using reasonable care and skill.

3.2 SSG shall use reasonable endeavours to provide the Software and to perform the Software Services substantially in

accordance with the Documentation and with reasonable skill and care.

3.3 The undertaking at clause 3.2 shall not apply to the extent of any non-conformance which is caused by use of the Software or the Software Services contrary to SSG's instructions, or modification or alteration of the Software by any party other than SSG or SSG's duly authorised contractors or agents. If the Software and/or Software Services do not conform with the foregoing undertaking, Supplier 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 3.2. Notwithstanding the foregoing, SSG:

3.3.1 does not warrant that the Customer's use of the Software, Software Services and/or Documentation will be uninterrupted or error-free; or that the Software, Software Services, Documentation and/or the information obtained by the Customer through the same will meet the Customer's requirements; and

3.3.2 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, the Software Services and/or the Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

3.4 This agreement shall not prevent SSG from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products, software and/or services which are similar to those provided under the Contract.

3.5 SSG warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Contract.

3.6 The Customer shall:

3.6.1 provide access for SSG representatives to carry out the Services during normal business times or as specified;

3.6.2 provide all assistance at the Premises that SSG may reasonably require to carry out the Services;

3.6.3 permit SSG to make a reasonable charge for any wasted journeys due to the failure to observe an appointment, delays in performing the Services or cancellations as a result of the Customer's failure to allow access to any Premise or provide proper instruction;

3.6.4 ensure that the terms of the Order (if submitted by the Customer) are complete and accurate;



3.6.5 co-operate with SSG in all matters relating to the Services;

3.6.6 provide SSG, its employees, agents, consultants and subcontractors, with access to Premises, office accommodation and other facilities as reasonably required by SSG to provide the Services;

3.6.7 provide SSG with such information and materials as it may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;

3.6.8 prepare the Customer's Premises for the supply of the Services;

3.6.9 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;

3.6.10 keep and maintain all materials, equipment, documents and other property of SSG (the "SSG Materials") at the Customer's premises in safe custody at its own risk, maintain the SSG Materials in good condition until returned to SSG, and not dispose of or use the SSG Materials other than in accordance with the SSG's written, instructions or authorisation;

3.6.11 retain any username and password provided by SSG for use on the Compliance Centre Software, as confidential. SSG has the right to disable any username or password of the Customer, if in SSG's opinion the Customer has failed to comply with this clause 3.2.11.

3.7 If SSG's performance of any of its obligations in respect of the Services is prevented or delayed by an act or omission by the Customer or a failure by the Customer to perform any relevant obligation (Customer Default):

3.7.1 SSG shall, without limiting its other rights or remedies, have the right to suspend performance of the Services until the Customer remedies the Customer Default;

3.7.2 SSG shall not be liable for any costs or losses sustained by the Customer arising from SSG's failure or delay to perform any of its obligations as set out in this clause 3.3; and

3.7.3 the Customer shall reimburse SSG on written demand for any costs or losses sustained by SSG arising from the Customer Default.

3.8 No copy of the Compliance Centre Software source code will be deposited (or is necessary to be deposited) with an escrow agent as SSG writes all of the Compliance Centre Software.

3.9 Any eLearning services, audits and Compliance Centre internal audit licenses provided by SSG will be available for the Customer to use for 12 months only and will expire thereafter. If any materials relating to such eLearning services, audits and Compliance Centre internal audit licenses have not been utilised or completed, those materials will also expire after 12 months.

3.10 Where a customer enters into a

commercial relationship with an employee of SSG by which the employee ceases to be an employee of SSG and then becomes an employee of the customer or carries out work as a self-employed private individual or in any other capacity for the customer, SSG will charge a fee for the introduction of that employee to the customer. The fee will be calculated as 25% of 1st year's gross guaranteed earnings subject to minimum of £20,000.

4 Use of Marketing Website

4.1 By the Customer accessing the Website the Customer accepts the relevant Copyright and Privacy Policy which is accessible via the Website and consents to the processing of any data provided and warrants that all data provided by them is accurate.

4.2 The Customer is responsible for making all arrangements necessary to enable the Customer to access the Website.

4.3 The Customer must not modify any materials that they print off or download in any way from the Website, and must not use separately from any accompanying text any materials from the Website. All materials obtained in any form from the Website must contain SSG's name as authority of such materials and state that the materials are protected by copyright.

4.4 The Customer must not use any part of the materials on the Website for commercial purposes without obtaining a written licence to do so from SSG.

4.5 SSG is entitled to Modify the Website at any time and may suspend access to the Website in order to update it. Any of the material on the Website may be out of date at any given time, and SSG is under no obligation to update such material.

4.6 SSG will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect the Customer's computer equipment, computer programs, data or other proprietary material due to the Customer's use of the Website.

4.7 Any material that the Customer uploads to the blog section of the Website will be considered non-confidential and non-proprietary, and SSG has the right to use, copy, distribute and disclose to third parties any such material for any purpose.

4.8 The Customer is responsible for backing up or copying any materials or data that the Customer posts to the Website. SSG is not responsible for retaining copies of such materials or data.

5 Term

5.1 The minimum term of the Contract shall be that set out in the Service Agreement (the "Minimum Term").

5.2 If the Customer wishes to terminate the Contract at the end of the Minimum Term it must notify SSG of this no later than 2 calendar months before the end of the Minimum Term, failing which the Contract

shall continue for a further period which is equal to the Minimum Term (the Additional Period). The price payable for the Services during the Additional Period shall equal the amount payable during the last year of the Minimum Term, plus an increase reflecting any proportionate increase in the UK ONS Retail Price Index during the period of the preceding Minimum Term (the Additional Period Fee).

5.3 If the Customer wishes to terminate the Contract at the end of an Additional Period, it must notify SSG no later than 2 calendar months before the end of an Additional Period failing which the Contract shall continue for further Additional Periods until terminated no later than 2 calendar months before the end of an Additional Period. The price payable for the Services during each Additional Period shall be proportionally increased by applying the indexation increase methodology detailed in clause 5.2 above, in each case using the immediately preceding Additional Period as the reference period for such indexation.

6 Rearrangement of Unannounced Audits

6.1 If the customer purchased an unannounced audit service, SSG shall agree with the Customer a date (or a window in accordance with clause 3.1.3) for such audit (the "Visit Date"). The Customer is entitled to rearrange any such audit but will be subject to the rearrangement fees detailed in this clause below, in addition to any fees payable for the rearranged audit itself.

6.2 If the customer purchased an announced audit service and/or training services, SSG shall agree with the Customer a date for such services (the "Visit Date"). The Customer is entitled to rearrange any such audit or training services but will be subject to the rearrangement fees detailed in this clause below, in addition to any fees payable for the rearranged audit or training services.

6.3 Once the Visit Date has been agreed it can only be rearranged at no cost. If SSG are provided with at least 14 days notice before the Visit Date.

6.4 If SSG are requested to rearrange the Visit Date less than 14 days but more than 7 days before the Visit Date the Customer will incur an administration charge of 10% of the original visit cost, in addition to the cost of the visit.

6.5 If SSG are requested to rearrange the Visit Date on less than and including 7 days before the Visit Date the Customer will incur an administration charge 50% of the original visit cost, in addition to the cost of the visit.

6.6 If SSG are requested to rearrange the Visit Date less than 48 hours before the Visit Date the Customer will be liable to pay an administrative charge of 100% of the original visit cost, in addition to the cost of the visit.

6.7 Where unannounced audit service and



or announced audit service and or training services are purchased, the visit can only be rearranged in accordance with this clause 6 and cannot be cancelled by the Customer.

7 Payments

7.1 The price for the Services (including any Deliverables) shall be as set out in the Service Agreement.

7.2 In addition to any Contract-specific charges excluded from the price, as stated in the Service Agreement, SSG shall also be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom SSG engages in connection with the Services including but not limited to travelling expenses, restaurant costs and the costs of services provided by third parties required by SSG for the performance of the Services, and for the cost of any materials. This will be agreed with the customer prior to the delivery of the service.

7.3 SSG reserves the right to increase the price for the Goods and Services as set out in the Service Agreement on the anniversary of the contract start date.

7.4 SSG shall either invoice the Customer in accordance with the payment intervals set out in the Service Agreement or, if specified in the Service Agreement, require immediate payment of the price.

7.5 If immediate payment is required, then the Customer shall make such immediate payment and the Contract shall not come into force until such payment is made.

7.6 If invoices are to be raised, then the Customer shall pay each invoice submitted by SSG:

7.6.1 within the terms detailed on the invoice; and

7.6.2 in full and in cleared funds to a bank account nominated in writing by SSG; and

7.6.3 time for payment shall be of the essence of the Contract.

7.7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by SSG to the Customer, the Customer shall, on receipt of a valid VAT invoice from SSG, pay to SSG such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

7.8 Without limiting any other right or remedy of SSG, if the Customer fails to make any payment due to SSG under the Contract by the due date for payment ("Due Date"), SSG shall have the right to charge interest on the overdue amount at the rate of 4 per cent per annum above the then current HSBC Bank Plc's base lending rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment and

compounding quarterly.

7.9 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against SSG in order to justify withholding payment of any such amount in whole or in part. SSG may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by SSG to the Customer.

8 Intellectual Property Rights

8.1 All Intellectual Property Rights in the Website, the Compliance Centre software, Modifications and Deliverables or arising out of or in connection with the Services (the "Works") together with any other improvements or alterations made to the Works by the Customer shall be owned absolutely by SSG.

8.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on SSG obtaining a written licence from the relevant licensor on such terms as will entitle it to license such rights to the Customer.

8.3 All SSG Materials are the exclusive property of SSG and nothing in the Contract shall be deemed to assign, transfer or license and Intellectual Property Rights in the SSG Materials to the Customer.

8.4 In the interest of clarity, if the Customer:

8.4.1 has originally purchased a diary or policy from SSG and then subsequently terminates their Contract for the ongoing provision of Services with SSG; and

8.4.2 makes photocopies of such diary or policy or recreates them (whether in whole or in part) in any form or manner, then the Customer shall be deemed to be in breach of this clause 8 and will be charged an additional Intellectual Property (IP) licence fee charge which is equal to the sum of 100% of the ongoing costs of the relevant diary products and policy products (as further detailed in the Service Agreement). The IP licence fee charge will be payable for a minimum of 12 months from the date of the termination of the Contract and will thereafter continue to be payable for so long as the Customer continues to photocopy, recreate and/or use such diary and policy products.

9 Not in use

10 Helpline

10.1 Certain of the Services may include access to a helpline supporting the Service which will be provided on a fixed fee basis (such fee to be set out in the Service Agreement).

10.2 The use of the helpline shall be on

the understanding that such use shall not be excessive and shall be limited to an amount that SSG in its sole discretion considers reasonable taking into account average levels of use of other users of the helpline and an additional charge may be payable in the event that use of the helpline becomes excessive. SSG shall advise the Customer in advance if it considers that the Customers use is becoming excessive and shall advise the Customer of the additional charge that will be payable if use continues to be excessive.

11 Confidentiality

11.1 Each party (the Recipient) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, or initiatives which are of a confidential nature and have been disclosed to them by the other party, its employees, agents or subcontractors, (the Discloser) to include, with respect to SSG, but not being limited to, the content of any diary solution and policy documentation developed from time to time by SSG and any other Confidential Information concerning the Discloser's business or its products or its services which the Recipient may obtain. The Recipient shall restrict disclosure of such Confidential Information of the Discloser to such persons as need to know for the purpose of discharging its obligations under the Contract and shall ensure such persons are subject to the obligations of confidentiality outlined in this clause. This clause 11 shall survive termination of the Contract.

12 Variations

12.1 No variation or cancellation of this Contract shall be binding (unless terminated in accordance with these terms) unless it is confirmed in writing by a Director of SSG.

13 Severance

13.1 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

13.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

14 Set Off

14.1 The Customer shall not be entitled to withhold payment of monies due under this Agreement by reason of any claim or counterclaim it may have or alleges to have against SSG or otherwise which is not related to the Services.



15 Health and Safety

15.1 The Customer will take all reasonable steps to ensure that advice and instructions given by SSG to protect the health and safety of persons using the Premises during and after the provision of the Services are followed and will indemnify SSG and hold them harmless from any liability or damage suffered by SSG as a result of the Customer failing to follow such advice or instructions.

16 Assignment

16.1 The Customer may not assign, transfer, charge or deal in any other manner with all or any of its rights under the Contract without the prior written consent of SSG.

16.2 SSG may at any time assign, transfer, charge, or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations to any third party and SSG shall not be responsible for the actions of any such third party.

17 Limit of Liability

The Customer's attention is drawn specifically to this clause.

17.1 Nothing in this Contract shall limit or exclude SSG's liability for death or personal injury caused by negligence, or the negligence of its employees, agents or subcontracts, fraud or fraudulent misrepresentation, breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982, breach of the terms implied by section 12 of the Sale of Goods Act 1979 or defective products under the Consumer Protection Act 1987.

17.2 Subject to clause 17.1, SSG shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution, or otherwise, for any loss of profit, loss of business, depletion of goodwill and/or similar losses, or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges, liabilities or expenses however arising under or in connection with the Contract.

17.3 Subject to clauses 17.1 and 17.2 above, SSG's total liability to the Customer in respect of all other losses, costs, damages, charges, liabilities or expenses arising under or in connection with the Contract whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, during any period of 12 months commencing upon either the commencement date of the Contract or upon any anniversary thereof (Contract Year) shall in no circumstances exceed the greater of:

17.3.1 the price paid under the Contract during that Contract Year; and

17.3.2 the sum of £5,000 (five thousand pounds).

17.4 this clause 17 shall survive termination.

18 Termination

18.1 SSG shall have the right, without prejudice to any other right or action, to terminate this agreement forthwith:

18.1.1 if the Customer fails to observe and perform any of the terms of this Contract; or

18.1.2 if the Customer is adjudged bankrupt or if the Customer shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other composition the benefit of its creditors or if the Customer shall be unable to pay its debts within the meaning Section 123 of the Insolvency Act 1986 or if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the Customer or if a petition is presented for a bankruptcy order or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Customer or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction); or

18.1.3 if any payment is not made by the Due Date; or

18.1.4 if credit references relating to the Customer are obtained which are unsatisfactory to SSG; or

18.1.5 if any proceedings occur with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent to any of the events mentioned in this clause 18.1; or

18.1.6 if the Customer threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business or (being an individual) dies or by reason of illness or incapacity (whether mental or physical) is incapable of managing his own affairs or becomes a patient under any mental health legislation.

18.2 Without limiting its other rights or remedies, SSG shall have the right to suspend the supply of Services if:

18.2.1 the Customer fails to pay any amount due under this Contract on the Due Date; or

18.2.2 the Customer becomes subject to any of the events listed in clause 18.1 or SSG reasonably believes that the Customer is about to become subject to any of them.

18.3 If the Customer purports to terminate this Agreement before the expiry of the Minimum Term or other than by giving the required period of notice as set out in clause 5, or if SSG terminates this Agreement under clause 18.1, then the Customer shall pay to SSG upon receipt of invoice by way of liquidated and agreed damages a sum equal to the fees due for either;

18.3.1 the balance of the Minimum Term; or

18.3.2 the balance of the Additional Period;

whichever is the greater sum.

18.4 Termination of this agreement, for any reason shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

19 Consequences of Termination

19.1 On termination of the Contract for any reason:

19.1.1 the Customer shall immediately pay to SSG all of SSG's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, SSG shall submit an invoice, which shall be payable by the Customer immediately on receipt;

19.1.2 the Customer shall return all of SSG's Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then SSG may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

19.1.3 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry;

19.1.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect; and

19.1.5 the licence to use the Compliance Centre Software shall immediately terminate and the Customer's access to it suspended.

20 Force Majeure

20.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of SSG including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party 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 or default of suppliers or subcontractors.

20.2 SSG shall not be liable to the Customer as a result of any delay or failure perform its obligations under this Contract as result of a Force Majeure Event.

20.3 If the Force Majeure Event prevents SSG from providing any of the Services and/or Goods for more than 6 weeks, SSG shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

21 Notices

21.1 Any notice to be given to the Customer relating to a Contract shall be in writing and shall be sent by hand or by



first class mail to the address appearing in the Service Agreement (for such address as shall be notified in writing for the purpose of this Clause.) Any notice to be given to SSG under a Contract shall be in writing and shall be sent by hand or by first class mail to 12 Little Lever Street, Northern Quarter, Manchester, M1 1HR, or such alternative address as SSG may from time to time notify to the Customer.

21.2 Any notice given by mail, shall be deemed to have been given on the second day (excluding Saturdays, Sundays and statutory holidays) from dispatch.

22 Terms Specific to the Recruitment and Contract Hire of People (and Related Matters)

22.1 For the purposes of these Conditions, SSG acts as an employment business as defined within the Conduct Regulations. Candidates supplied by SSG on a temporary basis are engaged under contracts for services or consultancy agreements. They are not the employees of the SSG.

22.2 SSG reserves the right to vary or increase its charges for Services where this is necessary to ensure compliance with the Agency Workers Regulations 2010. The amended charge rate shall be effective upon the Customer being given thirty (30) days written notice stating the cause and manner of calculation of the new charge.

22.3 SSG endeavors to ensure the suitability of Candidates Introduced to the Customer to work on the Assignment by taking reasonably practicable steps to:

22.3.1 ensure that it would not be detrimental to the interests of either the Customer or the Candidate;

22.3.2 ensure that both the Customer and Candidate are aware of any requirements imposed by law or by any professional body; and

22.3.3 confirm that the Candidate is willing to work on the Assignment.

22.4 Where a Candidate is required by law or any professional body to have any qualifications or authorisations to work on the Assignment, or the Assignment involves working with any Vulnerable Persons (as defined in regulation 2 of the Conduct Regulations), SSG will take all reasonably practicable steps to obtain, and offer to provide copies of, any relevant qualifications or authorisations and two references and to confirm that the Candidate is suitable for the Assignment. If SSG is unable to fully comply with these requirements, it shall inform the Customer of the steps it has taken to supply the necessary information.

22.5 The Customer shall assist SSG in complying with the duties applicable to an employment business under the Working Time Regulations and Agency Workers Regulations 2010 (the "Regulations") by supplying any relevant information about the Assignment requested by SSG and the

Customer will not do anything to cause SSG to be in breach of its obligations under these Regulations. Where the Customer requires or may require the services of a Candidate for more than forty-eight (48) hours in any week, the Customer must notify SSG of this requirement before the commencement of that week.

22.6 The Customer shall comply with any obligations it may have towards the Candidate under reg 12 and reg 13 of the Agency Workers Regulations 2010. If the Customer does not comply with its obligations under the Agency Workers Regulations 2010 it must immediately provide SSG with written notice and must state the reasons why.

22.7 Notwithstanding clause 22.3 and regardless of any statutory obligation on SSG, the Customer shall be obliged to satisfy itself as to the suitability of the Candidate for the Assignment. The Customer is responsible for:

22.7.1 taking up any references provided by the Candidate before Engaging the Candidate;

22.7.2 checking the Candidate's right to work and obtaining permission to work as may be required by the law of the country in which the Candidate is Engaged to work;

22.7.3 the arrangement of medical examinations and/or investigations into the medical history of any Candidate; and

22.7.4 satisfying any medical and other requirements, qualifications or permission required for the Candidate to work in the Engagement.

22.8 The Customer agrees that if it has not, within three (3) business days of a first Introduction, notified SSG that the Candidate was already known to it prior to that first Introduction, the Candidate was not known to the Customer for the purposes of the Transfer Fee.

22.9 The Customer warrants that all information provided in accordance with this clause 22 is full and accurate.

22.10 SSG may provide a suitable substitute to the Customer with SSG's guarantee that the substitute has the equivalent technical expertise as the original officer, employee or representative. Any such substitute must be agreed and approved by both SSG and the Customer.

22.11 In the event that the Customer Engages a Candidate (who has been provided as a temporary contract) to a permanent contract:

22.11.1 within the Relevant Period, where the Candidate has been supplied by SSG to the Customer for an Assignment; or

22.11.2 within twelve (12) months following the Introduction, where the Candidate was introduced to the Customer by SSG but the Introduction did not result in the supply of that Candidate by SSG to the Customer, then the Customer shall pay to SSG the Transfer Fee at the rate set out in Service Agreement.

22.12 The Transfer Fee shall not be payable if the Customer gives written notice to SSG that it intends to continue the hire of the Candidate for a further period of 52 weeks ("Extended Assignment") before it engages the Candidate other than through SSG.

22.13 Where the Customer decides (in accordance with clause 22.12) to have the Candidate supplied by SSG for the Extended Assignment:

22.13.1 the charges payable by the Customer during the Extended Assignment shall be those applicable immediately before SSG received the Customer's notice of election; and

22.13.2 at the end of the Extended Assignment, the Customer may Engage the Candidate without paying the Transfer Fee;

provided however that, if the Customer chooses an Extended Assignment, but Engages the Candidate before the end of the Extended Assignment, then SSG may charge the Transfer Fee, reduced proportionately to reflect the amount of the Extended Assignment already undertaken by the Candidate and paid for by the Customer.

22.14 Where SSG has notified the Customer that the Candidate has opted out of the Conduct Regulations, clause 22.12 shall not apply and in the event that the Customer Engages a Candidate:

22.14.1 during an Assignment, or

22.14.2 within 12 months after the end of an Assignment, or

22.14.3 within 12 months following an Introduction which does not result in the supply of that Candidate by SSG to the Customer, the Customer shall pay to SSG the Transfer Fee.

22.15 In the event that a Candidate Introduced or supplied to a Customer is introduced by the Customer to a third party which results in the Engagement of the Candidate by that third party within the period described in clause 22.13, the Customer shall be liable to pay the Transfer Fee detailed in the Service Agreement and the provisions of clause 22.14 shall not apply.

22.16 In the event that the Engagement of the Candidate is for a fixed term of less than twelve (12) months, the Transfer Fee will apply on a pro-rata basis. If the Engagement is extended beyond the initial fixed term or if the Customer re-engages the Candidate within three (3) months of the termination of the first Engagement the Customer shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is sooner. If for reasons other than the death or incapacity of the Candidate the Engagement terminates before the expiry of ten (10) weeks from the commencement of the Engagement, a



refund of ten per cent (10%) will be allowed against the Service Agreement for each complete week of the initial ten (10) week period not worked by the Candidate. If the Customer re-engages the Candidate within six (6) calendar months of such termination, it shall immediately repay any refund given.

22.17 In order to qualify for the refund, the Customer must pay the invoice within the payment date detailed on the invoice and must notify SSG in writing of the termination of the Engagement within seven (7) days of its termination. The value of the refund will be detailed in the special instructions in the Services Agreement. In the event that there are no details entered in the special instructions on the Service Agreement, there will be no refund.

Terms specific to software, software services, documentation (and related matters)

23 Licence

23.1 In consideration of the price for the Services paid by the Customer to SSG, SSG grants to the Customer a non-exclusive non-transferable licence of the copyright in the Software, the Software Services and the Documentation commencing on the date set out in the Service Agreement and ending on termination of the Contract (the "Licence Term") to use the Software, the Software Services and the Documentation during the Licence Term solely for the Customer's internal business operations. The rights provided under this clause are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer

23.2 The Customer may not use the Software, Software Services and/or the Documentation other than as specified in this Agreement without the prior written consent of SSG. Except as expressly stated in this clause or to the extent otherwise prohibited by law, the Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part.

23.3 The Customer shall not:

23.3.1 sub-license, assign or novate the benefit or burden of this licence in whole or in part;

23.3.2 allow the Software or Documentation to become the subject of any charge, lien or encumbrance; or

23.3.3 deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of SSG.

23.4 SSG may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this licence.

23.5 The Customer shall notify SSG as soon as it becomes aware of any unauthorised

use of the by any person or in the event any person seeks to copy the Intellectual Property Rights of SSG.

24 Licence Conditions

24.1 In relation to the Authorised Locations, the Customer undertakes that:

24.1.1 the maximum number of Authorised Locations that it authorises to access and use the Software, the Software Services and the Documentation shall not exceed the number of Location Licences it has purchased from time to time as detailed in the Service Agreement; and

24.1.2 it will not allow or suffer any Location Licence to be used at another location without the consent of SSG, such consent not to be unreasonably withheld or delayed.

24.2 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Software that:

24.2.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

24.2.2 facilitates illegal activity;

24.2.3 depicts sexually explicit images;

24.2.4 promotes unlawful violence;

24.2.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

24.2.6 in a manner that is otherwise illegal or causes damage or injury to any person or property.

24.3 The Customer shall not 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 this agreement:

24.3.1 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 Documentation (as applicable) in any form or media or by any means; or

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

24.3.3 access all or any part of the Software, Software Services and Documentation in order to build a product or service which competes with the same; or

24.3.4 use the Software, Software Services and/or Documentation to provide services to third parties; or

24.3.5 not license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software, Software Services and/or Documentation available to any third party except the Authorised Users, or

24.3.6 attempt to obtain, or assist third parties in obtaining, access to the

Software, Software Services and/or Documentation, other than as provided under this clause 24.

24.4 The Customer:

24.4.1 agrees that SSG will not be responsible for any use, misuse or loss of any usernames and/or passwords provided by SSG for use on the Software;

24.4.2 is responsible for making all arrangements necessary to enable him to access the Software and is responsible for ensuring that all authorised persons who access the Software through the Customer's login/access code are aware of these Conditions and Privacy Policy and that they comply with them;

24.4.3 shall not knowingly introduce material to the Software which is malicious or technologically harmful to the Software or attempt to gain unauthorised access to the Software, the server on which the Software is stored or any server, computer or database connected to the Software. In the event of such a breach, the Customer's right to use the Software, the Software Services and the Documentation may cease immediately at the option of SSG; and

24.4.4 use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software, the Software Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify SSG.

24.5 SSG reserves the right, without liability or prejudice to its other rights to the Customer, to:

24.5.1 disable the Customer's access to the Software and/or the Software Services following the introduction by the Customer of any material that breaches the provisions of this Agreement; and

24.5.2 disable any username or password of the Customer, if in SSG's opinion the Customer has failed to comply with the Agreement.

25 Additional Location Licences

25.1 The Customer may, from time to time during any Licence Term, purchase additional Location Licences in excess of the number set out in the Service Agreement and SSG shall grant access to the Software, Software Services and Documentation to such additional Authorised Locations in accordance with the provisions of this agreement.

25.2 If the Customer wishes to purchase additional Location Licences, the Customer shall notify SSG that it wishes a further Location Licence to operate. SSG will, as soon as reasonably practicable, enable the additional location to "go live".

25.3 Where any such additional location is in excess of the number of Location Licences purchased as set out in the Service Agreement, an additional fee for the entire next minimum bundle of Location License (as detailed in the Service Agreement), will be immediately payable. If such additional bundle of



Location Licences are purchased by the Customer part way through the Minimum Term or any Additional Period (as applicable), such fees shall be pro-rated for the remainder of the Minimum Term or then current Additional Period (as applicable).

26 Services

26.1 SSG shall use commercially reasonable endeavours to make the Software available 99.5% of 24 hours a day, seven days a week, except for such levels of planned and unscheduled maintenance as set out in the Service Agreement.

26.2 SSG will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Software Services in accordance with the Service Agreement. SSG may amend the Service Agreement in its sole and absolute discretion from time to time.

26.3 SSG shall, during the Licence Term, provide software updates, patches, bug fixes, and similar items at any time on such notice provisions as set out in the Service Agreement.

27 Customer Data

27.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

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

27.3 SSG shall, in providing the Services, comply with its Privacy Policy relating to the privacy and security of the Customer Data available from SSG on written request from time to time, as such document may be amended from time to time by SSG in its sole discretion.

27.4 If SSG processes any personal data on the Customer's behalf when performing its obligations under this agreement, the parties record their intention that the Customer shall be the data controller and SSG shall be a data processor and in any such case:

27.4.1 the Customer acknowledges and agrees that the personal data may be

transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located in order to carry out the Services and SSG's other obligations under this agreement;

27.4.2 the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to SSG so that SSG may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf;

27.4.3 the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;

27.4.4 SSG shall process the personal data only in accordance with the terms of this agreement and any lawful instructions reasonably given by the Customer from time to time; and

27.4.5 each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

28 Indemnity

28.1 The Customer shall defend, indemnify and hold harmless SSG against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Software, the Software Services and/or the Documentation, provided that:

28.1.1 the Customer is given prompt notice of any such claim;

28.1.2 SSG provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

28.1.3 the Customer is given sole authority to defend or settle the claim.

28.2 SSG shall defend the Customer, its officers, directors and employees against any claim that the Software infringes any United Kingdom Intellectual Property effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

28.2.1 SSG is given prompt notice of any such claim;

28.2.2 the Customer provides reasonable co-operation to SSG in the defence and settlement of such claim, at SSG's expense; and

28.2.3 SSG is given sole authority to defend or settle the claim.

28.2.4 In the defence or settlement of any claim, SSG may procure the right for the Customer to continue using the Software, replace or modify the Software so that it becomes non-infringing or, if such

remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

28.3 In no event shall SSG, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

28.3.1 a modification of the Software by anyone other than SSG; or

28.3.2 the Customer's use of the Software in a manner contrary to the instructions given to the Customer by SSG; or

28.3.3 the Customer's use of the Software after notice of the alleged or actual infringement from SSG or any appropriate authority.

28.4 The foregoing clause 13 states the Customer's sole and exclusive rights and remedies, and SSG's (including SSG's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

29 Limitation of liability

29.1 In addition to the terms of clause 17 (Limitation of Liability) above, the following additional provisions shall also apply with respect to the Software, Software Services and the Documentation (as appropriate):

29.1.1 the Customer assumes sole responsibility for results obtained from the use of the Software, the Software Services and/or the Documentation by the Customer, and for conclusions drawn from such use. SSG shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Customer by SSG in connection with, or any actions taken by the Customer as a consequence of, the same;

29.1.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement;

29.1.3 the Software, Software Services and the Documentation are provided to the Customer on an "as is" basis; and

29.1.4 SSG will not be liable for any loss or damage caused by a distributed denial-of-service attack, Viruses or other technologically harmful material that may infect the Customer's computer equipment, computer programs, data or other proprietary material due to the Customer's use of the Software and or Software Services.