

## TERMS AND CONDITIONS

### AGREED TERMS

These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content. Please read these terms carefully. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

Your attention is particularly drawn to the provisions of clause 9 (Limitation of liability).

### 1. INTERPRETATIONS

#### 1.1 Definitions:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Charges:** the charges payable by the Customer for the supply of the Services in accordance with clause 6 (Charges and payment).

**Commencement Date:** has the meaning given in clause 3.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with the provisions of this agreement.

**Contract:** the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

**Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

**Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures:** as defined in the Data Protection Legislation.

**Customer:** the person or firm who purchases Services from the Supplier.

**Customer Default:** has the meaning set out in clause 5.2.

**Data Protection Legislation:** the UK Data Protection Legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the

privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Order:** the Customer's order for Services as set out in the Customer's purchase order form.

**Services:** the services, supplied by the Supplier to the Customer as set out in the Specification.

**Specification:** the description or specification of the Services provided in writing by the Supplier to the Customer.

**UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

- 1.2** A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.3** Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

**1.4** A reference to writing or written includes email.

## **2. ABOUT US**

### **2.1 Supplier details**

T2 Awards Limited (company number 12768365) (we and us) is a company registered in England and Wales and our registered office is at 10 Bell Gardens, South Marston, Swindon, Wiltshire, United Kingdom, SN3 4TB. Our main trading address is 10 Queen's Crescent, Shrivenham, Swindon, Wiltshire, United Kingdom, SN6 8DD. Our VAT number is 356 8371 66. We operate the website [www.t2awards.com](http://www.t2awards.com).

### **2.2 How to contact us**

You can contact us by telephoning Stuart Gatherum on 07816 240 137 or by writing to us at [stu@t2awards.com](mailto:stu@t2awards.com) and/or our postal address at 10 Queens Crescent, Shrivenham, Oxfordshire, SN6 8DD.

### **2.3 How we may contact you**

If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

### **2.4 Professional indemnity insurance**

We maintain worldwide professional liability insurance and indemnity cover. Our compulsory insurer is Hiscox Underwriting Limited, 1 Great St. Helens, London, EC3A 6HX, UK

## **3. OUR CONTRACT WITH YOU**

**3.1** The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions. They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

- 3.2** The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).
- 3.3** Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 3.4** These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3.5** Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.
- 3.6 Entire agreement**

These terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

#### **4. SUPPLY OF SERVICE**

- 4.1** The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 4.2** Typical duration of account access per learner will be limited to six-months. The supplier will extend this if required.

- 4.3** The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Specification, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 4.4** The Supplier reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 4.5** The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

## **5. CUSTOMER'S OBLIGATIONS**

- 5.1** The Customer shall:
- a)** ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
  - b)** co-operate with the Supplier in all matters relating to the Services;
  - c)** provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;
  - d)** provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
  - e)** prepare the Customer's premises for the supply of the Services, if required;
  - f)** 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;
  - g)** comply with all applicable laws, including health and safety laws;

- h)** keep all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Customer's premises in safe custody at its own risk, if applicable;
- i)** comply with any additional obligations as set out in the Specification; and
- j)** never duplicate or utilise any and all images photos and pictures contained within or in connection with the Services (other than those provided by the Customer) for their use.
- k)** Will grant 4 weeks' notice if they wish to end their work with T2 Awards

**5.2** If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

- a)** without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- b)** the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in clauses 5.1 and 5.2; and
- c)** the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

## **6. CHARGES AND PAYMENTS**

**6.1** The Charges for the Services shall be calculated on a time and materials basis:

- a)** the Charges shall be in accordance with the Supplier's current price list at the date of the Contract;

- b)** the Supplier shall be entitled to charge an hourly rate for each part day or for any time worked by the Supplier or any individuals whom it engages on the Services for additional work not included in the fixed fee work outlined in clause 6.1a) above;  
and
- c)** the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

**6.2** The Supplier reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

**6.3** The Supplier shall invoice the Customer on each Order.

**6.4** The Customer shall pay each invoice submitted by the Supplier:

- a)** within 14 days of the date of the invoice or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; and
- b)** in full and in cleared funds to a bank account nominated in writing by the Supplier,  
and

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

**6.5** 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 the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier

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.

- 6.6** If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 10 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 6.7** All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1** All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier and the Customer does not have any right to utilise the materials other than as permitted under these terms and conditions.
- 7.2** The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.
- 7.3** In order to protect the suppliers IP from unlawful infringement the existing accounts related to the customer will be closed two weeks after notice is given to end the business relationship. In some circumstances the supplier holds the rights to close the accounts immediately.



## **8. DATA PROTECTION**

- 8.1** Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 8, Applicable Laws means (for so long as and to the extent that they apply to the Supplier) the Domestic UK Law; and Domestic UK Law means the Data Protection Legislation from time to time in force in the UK and any other law that applies in the UK.
- 8.2** The Supplier will use any personal and 3<sup>rd</sup> party information the Customer provides to:
- a)** provide the Services;
  - b)** process the Customer's payment for the Services; and
  - c)** inform the Customer about similar products or services that the Supplier provides, but the Customer may stop receiving these at any time by contacting the Supplier.
- 8.3** Without prejudice to the generality of clause 8.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the Contract.
- 8.4** Without prejudice to the generality of clause 8.1, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under the Contract:
- a)** process that personal data only on the documented written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that personal data;
  - b)** ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having

regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- d) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- e) notify the Customer without undue delay on becoming aware of a personal data breach; and
- f) at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data.

**8.5** The Customer consents to the Supplier appointing a third party processor of Personal Data under the Contract. The Supplier confirms that it has entered or (as the case may be) will enter with the third party processor into a written agreement substantially on that third party's standard terms of business which the Supplier confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this clause 8.

## **9. LIMITATION OF LIABILITY**

- 9.1** The Supplier has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £10,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
- 9.2** Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- a)** death or personal injury caused by negligence;
  - b)** fraud or fraudulent misrepresentation; and
  - c)** breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 9.3** Subject to clause 9.2, the Supplier's total liability to the Customer shall not exceed £1,000. The Supplier's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.
- 9.4** This clause 9.4 sets out specific heads of excluded loss and exceptions from them:
- a)** Subject to clause 9.2, the types of loss listed in clause 9.4(c) are wholly excluded by the parties.
  - b)** The following types of loss are wholly excluded:
    - (i)** Loss of profits.
    - (ii)** Loss of sales or business.
    - (iii)** Loss of agreements or contracts.
    - (iv)** Loss of anticipated savings.
    - (v)** Loss of use or corruption of software, data or information.
    - (vi)** Loss of or damage to goodwill.
    - (vii)** Indirect or consequential loss.

- 9.5** The Supplier has given commitments as to compliance of the Services with relevant specifications in clause 4. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 9.6** The Supplier is not responsible and provides no warranty or confirmation to the Customer nor anyone related to the Customer in registration, delivery or certification of any qualification related to the Services.
- 9.7** The Customer has the responsibility to maintain compliance with all and any regulations imposed by the relevant awarding body and the use of the Services does not impose any direct or indirect obligation on the Supplier to comply or warrant the compliance with the relevant awarding body.
- 9.8** This clause 9 shall survive termination of the Contract.

## **10. TERMINATION**

- 10.1** Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party one months' written notice.
- 10.2** Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- a)** the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 28 days of that party being notified in writing to do so;
  - b)** the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on

business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

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

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

**10.4** Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if, but not limited to:

- a) the Customer fails to pay any amount due under the Contract on the due date for payment; or
- b) the Customer becomes subject to any of the events listed in clause 10.2(b) to clause 10.2(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them; or
- c) the Supplier needs to deal with technical problems or make minor technical changes; or
- d) the Supplier needs to update the Services to reflect changes in relevant laws and regulatory requirements; or
- e) the Supplier needs to make changes to the Services as requested by the Customer or notified by the Supplier to the Customer.

**10.5** In the event the Supplier suspends the Service, the Supplier shall provide notice in advance to the Customer, except in cases of emergency. If the Services cannot be provided for longer than one month in any three months the Supplier will adjust the Charges to reflect the period when the Services were suspended. Subject to provisions in Clause 11, the Customer has the right to provide notice to the Supplier to terminate the Contract if the Services are suspended for a period of more than a month or the Supplier advises of the same. In such cases, the Supplier will refund the proportionate sum due to the Customer.

## **11. CONSEQUENCES OF TERMINATION**

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

**11.2** Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, 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.

**11.3** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.