

1 DEFINITION AND INTERPRETATION

1.1 In the Contract:

"**Additional Term**" means the additional 12 monthly periods for which the Contract may be automatically extended in accordance with clause 7.1.

"**Application**" means an application for assessment submitted by the Supplier to Alcumus to be awarded Verified Status.

"**Approved List**" means a Client's approved list of Verified Members from time to time which for the avoidance of doubt includes details of a Supplier's Verification.

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

"**Charges**" means the charges for the Services as set by Alcumus from time to time and as referenced in clause 3.9, including without limitation fees, expenses and other costs and (where applicable) any additional charges as referenced in clause 4.5.

"**Client**" means a client who has signed up to receive the benefit of the SafeSupplier Scheme.

"**Client Portal**" means the portal that Clients are given access to in order to review the Approved List and the Master List;

"**Commencement Date**" has the meaning given in clause 1.3.

"**Conditions**" means these terms and conditions of contract as amended from time to time in accordance with clause 16.3.

"**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 Supplier for the provision of the Services comprising these Conditions.

"**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.

"**Employees**" means for the purposes of the Contract, the total number of workers, legal employees, labour-only subcontracts, directors, partners and sole traders that the Supplier uses.

"**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 Term**" means the minimum term of one year commencing on the Commencement Date.

"**IP**" means any patents, patent applications, trademarks 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.

"**Master List**" means Alcumus' master list of Verified Members, as set out on the Client Portal.

"**Member**" means a Supplier who has achieved and maintained Membership Status.

"**Membership Status**" means the status provided to the Supplier once they have paid the Charges for the relevant year of the Term and joined the SafeSupplier Scheme. For the avoidance of doubt, Membership Status does not automatically mean a Member is a Verified Member.

"**SafeSupplier Scheme**" means the Alcumus SafeSupplier compliance scheme for Suppliers.

"**Services**" means the provision of the assessments for Verified Status and potential inclusion on the Master List and Approved List(s) and in the SafeSupplier Scheme, including the provision of the Systems.

"**Supplier**" means the party who receives the Services in accordance with the Contract.

"**Supplier Portal**" means the portal that the Supplier is given access to in order to be able to access the Systems to receive the Services.

"**Systems**" means such on-line systems or portals as may be provided by Alcumus as part of the Services in accordance with the Contract including the Supplier Portal, or such other systems notified by Alcumus from time to time.

"**Unauthorised User**" means any:
(a) employee(s), agent(s) or independent contractor(s) of the Supplier; and/or
(b) any other party under the Supplier's control, who is not an Authorised User.

"**Term**" means the Initial Term plus any Additional Terms.

"**Verified Date**" has the meaning given to it in clause 5.12.

"**Verified Logo**" means the seal of approval logo owned by Alcumus which is provided to Verified Suppliers to prove their Verified Status including the SafeSupplier scheme sticker, membership card and verified certificate.

"**Verified Member**" means a Supplier that is a current Member that has achieved and maintained Verified Status.

"**Verified Score**" means the score provided to the Supplier when they achieve Verified Status as set out in the Verification Standards.

"**Verification Standards**" means the assessment criteria that must be achieved by the Supplier in order to receive Verified Status (which for the avoidance of doubt are based on UK standards).

"**Verified Status**" means the scored status provided to the Supplier where they have been assessed by Alcumus and have satisfactorily met the required Verified Standards.

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

"**Working Day**" means Monday to Friday (inclusive) excluding bank holidays and other days when clearing banks are not open for business in England and Wales.

1.2 Wherever in the Contract provision is made for a communication to be "written" or "in writing" this includes email but not fax.

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

1.4 In order to purchase the Services, the Contractor shall submit to Alcumus an application to become a Member (either in person (when submitting online) or by authorising an Alcumus representative to submit on their behalf (when submitting by telephone)). At the point of submission of this application, a legally binding Contract shall come into existence ("**Commencement Date**").

1.5 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 Supplier and shall prevail over any terms or conditions contained in or referred to in any purchase order or other Supplier 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 specifically agreed to in writing and signed by a duly authorised representative of Alcumus.

1.6 All the provisions of the Contract between Alcumus and the Supplier are contained in or referred to in these Conditions. In no circumstances shall any conditions of purchase submitted at any time by the Supplier 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.

1.7 For the avoidance of doubt, where a Supplier enters into these Conditions, the Contract must be between Alcumus and such Supplier. A third party (including any consultant) cannot accept these Conditions on behalf of the Supplier.

2 SERVICES

2.1 During the Term, Alcumus shall supply the Services to the Supplier using all reasonable skill, care and diligence to the standards of a reasonably qualified and competent provider of services similar to the Services.

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

3 CHARGES AND PAYMENT

3.1 In respect of the Initial Term, the Supplier shall pay the Charges so that Alcumus has received such Charges in full and cleared funds on:

- 3.1.1 the Commencement Date, where the Supplier is paying by credit or debit card; or
- 3.1.2 the day that is no later than seven days after the Commencement Date, where the Contractor is paying by BACS transfer into Alcumus' account as notified in writing by Alcumus from time to time,

and in subsequent years, the Supplier shall pay the Charges so that Alcumus has received such Charges in full and cleared funds on or before the anniversary of the Commencement Date. This may involve Alcumus taking such payments automatically from the credit or debit card that the Supplier used to make the payment in the previous contract year, and the Supplier hereby authorises Alcumus to take such payments by sending instructions to the financial institution that issued the applicable credit or debit card (noting that the Charges in subsequent years may be higher than those taken in previous years and that any increase shall be implemented in accordance with clause 3.3).

3.2 All Charges are net of Value Added Tax (VAT) which the Supplier shall pay to Alcumus (at the prevailing rate) at the same time as payment of the Charges. Alcumus shall provide the Supplier with a valid VAT invoice within a reasonable period following receipt of the Supplier's payment of the Charges. Time for payment shall be of the essence.

3.3 Alcumus reserves the right to carry out an annual review of the Charges at any time, and shall notify the Supplier of any resulting changes to the Charges at least 30 days prior to implementation.

3.4 Notwithstanding any other terms of the Contract, Alcumus may withhold or suspend the provision of the Services (including for the avoidance of doubt the Supplier's Verified Status), in addition to any other remedy available to Alcumus, without terminating the Contract if the Supplier has failed to pay the Charges in accordance with the Contract. In such circumstances, Alcumus may amend the Supplier's status on the Client Portal to 'at risk' until the payment is made.

3.5 If the Supplier fails to make any payment due to Alcumus under the Contract by the due date for payment, then, without limiting Alcumus' remedies under clause 3.1 or 3.3, the Supplier 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 Supplier shall pay the interest together with the overdue amount.

3.6 If the Supplier requires Alcumus to carry out any additional services at any time throughout the Term, Alcumus shall be entitled to make additional charges for such services or additional items. This shall include but shall not be limited to provision of additional copies of certificates, additional stickers, changes to the listed work activities covered by the Verified Status (where a reassessment is necessary), upgrade fees, and/or additional membership cards.

3.7 All payments to be made by the Supplier 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.

3.8 All Charges paid in accordance with the Contract are non-refundable. For the avoidance of doubt, this includes where the Contract is terminated in accordance with clause 15, or if Verified Status is suspended or withdrawn for any reason in accordance with clause 8.18, or whether or not the Supplier is successful in obtaining Verified Status.

3.9 The Charges relating to an Application shall be based on the number of Employees the Supplier has. For the avoidance of doubt, Alcumus reserves the right to amend the Charges during the Term (and at any point in the membership year) in the event that there is a change to the number of Employees which would result in the Supplier being in a different Charges band. Where such amendment results in an increase to the Charges, the Supplier shall pay this within 30 days of the date of an invoice covering such increase. Where the Supplier fails to pay such invoice on time, Alcumus shall be entitled to invoke its rights under clause 3.3 and/or clause 3.4. For the avoidance of doubt, where the number of Employees reduces during the Term, the Supplier shall not be entitled to any refund of the Charges paid.

4 THE SUPPLIER'S OBLIGATIONS

4.1 The Supplier shall:

- 4.1.1 ensure prompt provision of resources, including decisions, information, documentation and access required to enable Alcumus and its agents and employees to provide the Services in accordance with the Contract;
- 4.1.2 be responsible for the accuracy and legality of all information from time to time provided to Alcumus (whether as part of the Application or otherwise), ensure that none of it infringes the IP of or defames any person and indemnify and keep Alcumus indemnified accordingly in respect of any third party intellectual property or defamation claims;
- 4.1.3 be solely responsible for maintaining back-up and disaster recovery procedures in respect of the information the Supplier supplies to Alcumus from time to time;
- 4.1.4 perform its obligations in the Contract in a competent, prompt and diligent manner;
- 4.1.5 not use any Alcumus IP or Verified Logo without the prior written consent of Alcumus or in breach of the obligations set out in clause 6.3;
- 4.1.6 not do anything to bring the reputation of Alcumus or the SafeSupplier Scheme into disrepute; and
- 4.1.7 provide full and accurate details of the number of Employees it has (in order to enable Alcumus to confirm the Charges relating to the Verified Status in accordance with clause 3.9) and provide Alcumus with any updates to the number of Employees following a request by Alcumus.

4.2 The Supplier hereby acknowledges that the provision by Alcumus of the Services in accordance with the Contract shall not absolve the Supplier from any obligation, including any statutory obligation relating to health and safety or otherwise, to which it may from time to time be subject and does not mean that the Supplier is compliant with all relevant legislation (whether in the UK or other country of origin).

4.3 The Supplier acknowledges that Alcumus provides the Services in reliance on information and data provided by the Supplier. The Supplier is responsible entirely for the accuracy, relevance and completeness of all information provided in any form. All assessments and scoring completed by Alcumus are based on the Supplier's information and Alcumus shall not have any duty to check the accuracy or completeness of the information provided. Alcumus accepts

- no liability for the incorrect provision of Services based on information provided by the Supplier under the Contract.
- 4.4 Whilst as part of the Services (specifically those Services relating to the provision of Verified Status) Alcumus shall verify certain documents submitted by the Supplier, it shall only verify a sample of the documents submitted and provides no warranty as to whether such documents are fit for purpose or legally compliant. This responsibility lies solely with the Supplier, and Alcumus accepts no liability in relation to the same. For the avoidance of doubt, Alcumus shall be permitted to share with relevant Client(s) the outcome of any assessment and the Verified Score.
- 4.5 The Supplier 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 Supplier, 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. Such additional charges shall be paid by the Supplier within 30 days of the date of an invoice covering such additional charges. Where the Supplier fails to pay such invoice on time, Alcumus shall be entitled to invoke its rights under clause 3.3 and/or clause 3.4.
- 4.6 The Supplier accepts that Alcumus shall be entitled to announce (either verbally or in writing) for marketing purposes only that it has undertaken the Services for the Supplier.
- 4.7 In the event that the Supplier fails to notify Alcumus of any problem or concern within five (5) Working Days of Alcumus carrying out the Services then the Supplier shall be deemed to have accepted the same.
- 4.8 The Supplier shall and shall procure that any Authorised Users:
- 4.8.1 operate any 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;
- 4.8.2 supply to Alcumus a list of its Authorised Users; maintain an up to date version of the list of Authorised Users and 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; and
- 4.8.3 keep their username and password confidential and do not at any time share any access details to the Systems with any other person. The Supplier shall immediately inform Alcumus when individual Authorised Users no longer require access to the Systems.
- 4.9 In respect of the use of any relevant Systems, the Supplier shall comply and shall ensure that Authorised Users comply with generally accepted principles of internet usage and ensure that:
- 4.9.1 such relevant Systems are not used 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; and
- 4.9.2 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;
- 4.9.3 no Viruses are introduced into any such Systems and that, if a Virus is transmitted or introduced into the Systems by the Supplier or any Authorised User or any Unauthorised User, promptly notify Alcumus and, unless otherwise directed by Alcumus, shall take any such action at its own cost as is reasonably necessary to eliminate such Viruses and/or ameliorate their effect.
- 4.10 The Supplier shall ensure that the Authorised Users use the Systems and the Services in accordance with the Contract and be responsible for any action by an Authorised User or Unauthorised User that constitutes a breach of the Contract.
- 4.11 The Supplier shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Systems and, in the event of any such unauthorised access or use, promptly notify Alcumus.
- 4.12 The Supplier 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.
- 4.13 Alcumus does not guarantee that access to the Systems shall be uninterrupted, or that the Systems shall be 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 and where the need arises, suspend or close the Supplier's access to the Systems.
- 4.14 Alcumus does not provide any guarantee as to the accuracy of the materials and content included on the Systems from time to time, and is under no obligation to ensure such materials are up to date.
- 4.15 Access to the Systems is controlled and secured by individual passwords and Alcumus reserves the right to withdraw this access at any time.
- 5 VERIFIED STATUS APPLICATION PROCESS**
- 5.1 On payment of the Charges, the Supplier shall achieve Membership Status and shall be entitled to all SafeSupplier membership benefits (if any).
- 5.2 Once the Supplier has Membership Status, the Supplier shall submit an Application for their Verified Score by completing the assessment questionnaire and submitting this and all necessary supporting documentation to Alcumus via the Systems, by email or in hard copy format.
- 5.3 Once the Application is received by Alcumus it is assessed by experienced professionals against the Verification Standards. For the avoidance of doubt, Alcumus shall not review any Application submitted by the Supplier unless and until the Supplier has paid the Charges in accordance with clause 3.
- 5.4 Subject to the Supplier remaining a Member (by ensuring payment of the Charges when due), the assessment process remains active until the Verified Score and Verified Status is awarded by Alcumus. For the avoidance of doubt, Alcumus shall be permitted to share with relevant Client(s) the outcome of any assessment and the resultant scoring.
- 5.5 All information submitted as part of an Application must be in English. Alcumus reserves the right to reject any information submitted in another language.
- 5.6 The purpose of the assessment process is to score the organisational capability of the Supplier and not that of any third party consultant. It is acknowledged that where the relevant expertise is not available to the Supplier internally, external advice may be sought however, this advice must be assimilated into the Supplier's business operations. Alcumus reserves the right to refuse an Application submitted by a third party consultant, which may result in the Supplier being removed from the Master List, any Approved List, the SafeSupplier Scheme and/or losing its Membership Status.
- 5.7 The assessment process is intended to encourage and support the Supplier throughout, however, this is subject to any specific response timescales quoted by Alcumus from time to time.
- 5.8 Where an Application is incomplete, Alcumus reserves the right to use publicly available information to complete the Application on behalf of the Supplier which may result in a lower Verified Score. For the avoidance of doubt, in relation to any Application, where the Supplier is unable to provide a copy of a particular document requested by Alcumus in the Application, Alcumus may record in the Verified Status that no such document was provided.
- 5.9 Where an Application results in a low Verified Score, feedback is provided to the Supplier identifying areas of non-conformance, together with recommendations of actions required to improve their Verified Score. There is no right of appeal against a Verified Score, however a Supplier may submit additional documentation and information and have their Application resubmitted for review at an additional charge. Alcumus may share with relevant Client(s) any Verified Score.
- 5.10 The Verification Standards are set by Alcumus' technical team in conjunction with external specialists and Clients (where deemed appropriate). A full technical review is undertaken every six months, and Alcumus reserves the right to amend the Verification Standards at any time to ensure that the Verification Standards remain appropriate, continue to meet legislative and industry best practice requirements, and reflect Client needs.
- 5.11 On renewal of any Verified Status, the Supplier shall be assessed against the then current Verification Standards.
- 5.12 The Verified Status is awarded on the date that the assessor is satisfied that the Verification Standards have been met ("**Verified Date**"). Verified Status is valid for a 12 month period from the Verified Date, subject to clause 8.18 and the Supplier remaining a Member (by ensuring payment of the Charges when due).
- 5.13 It remains the Supplier's responsibility to ensure ongoing compliance with the Verification Standards throughout the period of Verified Status, and Alcumus reserves the right to undertake ongoing or spot check compliance monitoring. Failure to ensure ongoing compliance may result in the Verified Status or Verified Score being removed or downgraded.
- 5.14 Alcumus reserves the right to reassess the Supplier at any time during the period of Verified Status.
- 5.15 Alcumus reserves the right to undertake a financial assessment of the Supplier's business to ascertain financial stability. In the case of Suppliers who are limited companies, limited liability partnerships or public limited companies, Alcumus may undertake a credit reference check via a third party supplier. The credit reference check shall allow Alcumus to obtain the following information:
- 5.15.1 public data on the Supplier's credit behaviour;
- 5.15.2 information on the conduct of the Supplier's credit accounts;
- 5.15.3 information on the financial stability and credit worthiness of the Supplier.
- In the case of Suppliers who are sole traders and partnerships, a non-limited business risk report may be obtained from a third party supplier and/or a financial assessment may be completed by Alcumus. In accepting these Conditions, the Supplier authorises Alcumus to undertake the financial assessment and credit reference checks outlined above.
- 5.16 The Supplier warrants to Alcumus that:
- 5.16.1 all information and supporting documents provided to Alcumus (whether during the application process or otherwise) are true, complete and accurate;
- 5.16.2 all information that is material to the Application and the assessment against the Verification Standards has been provided;
- 5.16.3 all information is provided with the full authority and consent of the Supplier (or relevant Employee(s), where applicable),
- and Alcumus shall not be liable to the Supplier or any third party reliant on any information supplied by the Supplier which proves to be incorrect or fraudulent or in breach of the above warranties.
- 6 VERIFIED STATUS**
- 6.1 Inclusion onto the Master List is at the sole discretion of Alcumus. Inclusion onto an Approved List is at the sole discretion of the applicable Client and is dependent on, but not exclusively, achievement of the Verification Standards.
- 6.2 Inclusion onto the Master List or an Approved List does not in any way constitute or guarantee tenders or offers of work.
- 6.3 The Supplier shall only be entitled to use the Verified Logo during any period that it is a Verified Member. If at any point the Verified Status or Membership Status expires or is withdrawn, the Supplier shall immediately cease to use the Verified Logo. The Supplier's failure to comply with the Verified Logo usage rules, or falsely passing itself off as holding Verified Status, may result in legal action.
- 6.4 Alcumus reserves the right to amend the categories of work listed on the Systems from time to time at its discretion. Reasonable attempts shall be made to inform the Supplier of such changes together with details of any changes that shall be required to ensure that the Verified Status is maintained or reobtained as a result of such changes.
- 6.5 The Supplier shall promptly notify Alcumus of any information that may impact its Application or Verified Status or Verified Score, including but not limited to:
- 6.5.1 details of any enforcement action, including statutory notices, informal written notices and prosecutions;
- 6.5.2 any civil action associated with health and safety incidences;
- 6.5.3 major accidents;
- 6.5.4 any significant new work activities undertaken;
- 6.5.5 changes to insurance policies including withdrawals, cancellations or avoidance (and in respect of professional indemnity insurance, the Supplier shall advise Alcumus immediately of any changes in the number of claims that can be made against the policy or changes in excesses);
- 6.5.6 any complaints about health and safety performance;
- 6.5.7 any changes to the financial standing of the Supplier including where the events set out in clause 15.4.2 - 15.4.6 apply or are likely to apply;
- 6.5.8 any act or occurrence or information which the Supplier, acting reasonably, believes may impact their Membership Status, Application and/or Verified Status or Verified Score; and
- 6.5.9 any failure to comply with the requirements set out in clauses 8.1.1 – 8.1.7.
- 6.6 Alcumus reserves the right to modify, adjust, suspend or cancel a Verified Status or Verified Score (without refund) upon receipt of additional relevant information (from any source) that may be seen to affect the Verified Status or Verified Score.
- 6.7 Access onto the Master List is at the sole discretion of Alcumus, and Alcumus has the discretion to perform any of the following functions:
- 6.7.1 refuse the Supplier access to the Master List;
- 6.7.2 suspend the Supplier's access to the Master List;
- 6.7.3 remove the Supplier from the Master List;
- 6.7.4 limit the total number of suppliers on the Master List;
- 6.7.5 limit the number of work categories on the Master List;
- 6.7.6 set specific criteria for inclusion on the Master List; and/or
- 6.7.7 close the Master List,
- 6.8 Access onto a specific Approved List is at the sole discretion of the Client, and at the Client's request, Alcumus has the discretion to perform any of the following functions:
- 6.8.1 refuse the Supplier access to an Approved List;
- 6.8.2 suspend the Supplier's access to an Approved List;
- 6.8.3 remove the Supplier from an Approved List;
- 6.8.4 limit the total number of Suppliers on an Approved List;
- 6.8.5 limit the number of work categories on an Approved List;
- 6.8.6 set specific criteria for inclusion on an Approved List; and/or
- 6.8.7 close any Approved List,
- and Alcumus shall not be under any obligation to inform the Supplier of the Client's decision to enforce any of the stipulations set out above.
- 7 RENEWALS**
- 7.1 Membership Status shall be renewable on an annual basis and shall automatically renew for successive years in accordance with clause 14. The annual Membership Status renewal date shall be the date that is twelve (12) months after the Commencement Date. If payment of the Charges is not received by this date, Alcumus reserves the right to suspend visibility of the Supplier from the Systems, withdraw or suspend any Verified Status and/or right to use the Verified Logo, place the Supplier into 'at risk' status on the Client Portal, remove the Contractor from the Master List or an Approved List, and/or cease to conduct any assessment activity until payment is received in full and cleared funds.
- 7.2 Verified Status shall be renewable on an annual basis and, subject to the Supplier maintaining its Membership Status in accordance with clause 7.17, and to the Supplier submitting all required documents to Alcumus, Alcumus shall carry out an annual review twelve (12) months

- from the Verified Date, to ensure that the Supplier maintains compliance with the Verification Standards, and upon satisfactory reassessment, the Verified Status shall be extended for a further twelve month period and a new certificate shall be issued to the Supplier. The annual review date of the Verified Status may not coincide with the annual renewal date of the Membership Status.
- 8 REMOVALS**
- 8.1 The Supplier's failure to comply with any of the following may result in the Supplier's removal or suspension from the SafeSupplier Scheme (at Alcumus' absolute discretion):
- 8.1.1 maintain as a minimum the same level of insurance as at the time of the Application, and notify Alcumus of the same;
- 8.1.2 provide updated insurance documents to support an application for renewal;
- 8.1.3 provide all information in clear and legible form, and in the English language;
- 8.1.4 pay all Charges on time (including any Charges payable where the Contract auto renews in accordance with clause 15.114);
- 8.1.5 ensure that falsified or fraudulent documentation or information is not provided as part of any Application;
- 8.1.6 comply with all relevant and applicable laws relating to the registration and Verified Status process; and/or
- 8.1.7 comply with all applicable legislation, not be found guilty of a criminal offence, and not carry out any act or omission which may bring Alcumus or the SafeSupplier Scheme into disrepute.
- 8.2 Where the Supplier fails to achieve Verified Status, or where Alcumus removes or suspends the Supplier from the SafeSupplier Scheme, Alcumus may provide reasons for this together with any evidence to any Client in respect of whom the Supplier is on, or due to be added to its Approved List, and the Supplier consents to Alcumus providing such information to the Client in accordance with this clause.
- 8.3 Alcumus reserves the right to suspend or remove the Supplier from the SafeSupplier Scheme, without refund, should it be deemed necessary to protect the SafeSupplier Scheme, the Supplier or the Client.
- 8.4 Where the Supplier is suspended or removed from the SafeSupplier Scheme, Alcumus reserves the right to state a time frame within which new Applications may not be submitted.
- 9 RESERVATION OF TITLE**
- 9.1 Title to the Systems shall remain vested in Alcumus at all times.
- 9.2 Alcumus shall be entitled to remove access to any Systems at any time (including but not limited to upon termination of the Contract).
- 10 DATA PROTECTION**
- 10.1 In this clause 10:
- 10.1.1 'personal data', 'data controller', 'data processor', 'data subject' and 'process' or 'processing' each have the same meaning as used in the Data Protection Laws;
- 10.1.2 "Supplier Personal Data" means any and all personal data which is provided by or on behalf of the Supplier to Alcumus or which is otherwise processed by Alcumus as a result of or in connection with the provision of the Services;
- 10.1.3 "Data Protection Laws" means the Data Protection Act 2018, Data Protection Directive (95/46/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it applies in the UK (commonly known as the "UK GDPR"), together with any and all other laws, regulations or other statutory instruments relating to the protection of personal data applicable to Alcumus and/or the Supplier in any relevant jurisdiction.
- 10.2 The parties agree that, with respect to the parties' rights and obligations under this Contract and with respect to any Supplier Personal Data, the Supplier and Alcumus shall each be a separate and independent data controller and the parties shall each comply with all applicable obligations under the Data Protection Laws.
- 10.3 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.
- 10.4 The Supplier is solely responsible for establishing the lawful basis for the processing of Supplier Personal Data by Alcumus under this Contract, including but not limited to, the sharing of Supplier 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.
- 10.5 To the extent that the Supplier Personal Data includes personal data relating to data subjects other than the Supplier (for example, but without limitation, where the data subjects are the Supplier's Employees), the Supplier shall ensure that it meets all the transparency related obligations including by giving data subjects appropriate privacy notices in relation to the processing of Supplier personal data by Alcumus.
- 10.6 The Supplier 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 10 by the Supplier.
- 10.7 For the avoidance of doubt, Alcumus may use the Supplier's data (including any personal data relating to the Supplier and/or its Employees or agents) as follows:
- 10.7.1 where the Supplier is on the Approved List of a Client who purchases other services from Alcumus (including but not limited to e-Permits or an Info Exchange system, Alcumus may display the Supplier's company data on such system in addition to on the Systems; and/or
- 10.7.2 Alcumus may share the Supplier's contact details with a third party organisation that provides member benefits.
- 11 INTELLECTUAL PROPERTY**
- 11.1 Alcumus shall retain all IP relating to the Services 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.
- 11.2 If a third party owns any Systems, or part thereof, such third party shall (if applicable) retain all IP relating to the Systems.
- 11.3 Alcumus hereby grants the Supplier a royalty-free, non-exclusive and revocable licence to use the Systems for the sole purpose of receiving the Services for the duration of the Term.
- 11.4 Alcumus hereby grants the Supplier a royalty free, non-exclusive and revocable licence to use the Verified Logo for the duration that the Supplier is a Verified Member during the Term.
- 11.5 The Supplier hereby acknowledges that Alcumus shall have no liability for any misuse by or on behalf of the Supplier, 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), the Verified Logo or any other deliverables generated during the provision of the Services.
- 11.6 The Supplier hereby grants Alcumus a royalty-free, non-exclusive and irrevocable licence to copy and use any Documents provided by the Supplier for all reasonable purposes related to the Services and to make such Documents available to the Client upon request by the Client (whether via the Systems or via other electronic or hard copy format).
- 11.7 The Supplier shall not use the Systems, Documents or any deliverables resulting from the Services for any purpose whatsoever other than as necessary to receive the Services.
- 11.8 The Supplier hereby agrees to fully indemnify and hold Alcumus harmless in respect of any third party claims brought against Alcumus as a result of or relating to the use of any IP provided by the Supplier to Alcumus under the Contract.
- 11.9 The Supplier shall not be entitled to rely on the content of the Documents, assessments or any other deliverables or information provided by Alcumus during the Contract outside of the Term of the Contract or for any reason during the Term other than for its own usual business purposes and/or the purpose for which they were originally provided. Alcumus accepts no liability for use of the Documents, assessments and any other information provided to the Supplier other than during the Term.
- 11.10 For the avoidance of doubt, the Supplier shall not be entitled to sell, derive any commercial benefit or otherwise provide the benefit of Documents, assessments or other information and/or deliverables provided by Alcumus to the Supplier or via the Systems to any third party.
- 11.11 In the event that there is an actual, alleged or threatened breach of any third party's intellectual property rights arising out of the Supplier's use of the Systems, Alcumus may procure the right for the Supplier 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 Supplier's access to the Systems without any additional liability or obligation to pay liquidated damages or other additional costs to the Supplier.
- 12 LIMITATION OF LIABILITY AND REMEDIES**
- 12.1 **Subject to clause 12.3 and notwithstanding clause 12.2, Alcumus' maximum total liability under or arising out of or in connection with the Contract shall not exceed the sum which is twice the total value of the Charges paid by the Supplier in the year during which the claim arose or such pro-rated amount should the claim arise in the Initial Term.**
- 12.2 **Subject to clause 12.3, 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 Supplier through reasonable conduct or by the Supplier taking reasonable precautions; (ix) loss due to the Systems' downtime for maintenance or in the case of emergencies; (x) any consequential or indirect loss; or (xi) in the case of Alcumus, any loss arising as a result of any breach by the Supplier of the warranties in clause 5.16. The Supplier is strongly advised to insure against all such potential loss, damage, expense or liability.**
- 12.3 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.
- 12.4 The Supplier hereby acknowledges and agrees that the limitations of liability referred to in clause 12 and 12.2 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 regards to the extent of Alcumus' responsibility for any loss or damage suffered.
- 12.5 Save as required by law and save as may otherwise be set out in the Contract, Alcumus disclaims and the Supplier waives all other warranties, express or implied, with respect to the Services, 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.
- 12.6 Save as required by law, the Supplier's exclusive remedy for any default or defect in the performance of the Services by Alcumus shall be to correct and/or re-perform any such defective Services by Alcumus. If it is not economical or technically feasible for Alcumus to correct and/or re-perform the defect, then the Supplier'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 12).
- 13 CONFIDENTIAL INFORMATION**
- 13.1 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 including for the avoidance of doubt for Alcumus to share all or part of such Confidential Information with the third parties set out in clause 10.7 and/or with any Client). The obligations of confidentiality in this clause 13 shall not apply where: (i) such information is generally available to the public; or (ii) to the extent that disclosure of information is required to be made by law. For the avoidance of doubt, where the recipient of the Confidential Information under this Contract is required by law to release such Confidential Information to a third party, the recipient shall, unless prohibited by law, notify the discloser of any of its Confidential Information that is being released.
- 13.2 Each party agrees that this obligation 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.
- 14 FORCE MAJEURE**
- 14.1 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.
- 15 SUMMARY TERMINATION**
- 15.1 The Contract shall commence on the Commencement Date and remain in force for the Initial Term unless terminated early in accordance with these Conditions, Unless terminated in accordance with this clause 15, the Contract shall automatically roll forward on expiry of the Initial Term for further Additional Terms.
- 15.2 Alcumus may terminate the Contract (or part thereof) at any time by providing the Supplier with 30 days' written notice.
- 15.3 The Supplier shall be entitled to terminate the Contract (or part thereof) without cause by providing 3 months' written notice, such notice to expire no earlier than the date of expiry of the Initial Term or the then current Additional Term. For the avoidance of doubt, the Supplier shall not be entitled to reimbursement of any Charges paid in advance where the Contract is terminated in accordance with this clause 15 and all Charges paid are non-refundable (save as set out in clause 12.6).
- 15.4 Either party may terminate the Contract forthwith by notice to the other party without liability to such party if:
- 15.4.1 the other party is in material breach of the Contract which 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
- 15.4.2 the other party has had a trustee, receiver, administrative receiver or similar official appointed over a material part of its business or assets; or
- 15.4.3 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
- 15.4.4 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
- 15.4.5 the other party ceases to trade or is unable to pay its debts as and when they fall due; or
- 15.4.6 (where the Supplier is an individual), (a) a petition for a bankruptcy order is presented against them; or (b) a bankruptcy order is made against them; or (c) the Supplier makes an application for a bankruptcy order, or any other analogous event occurs in any other jurisdiction; or
- 15.4.7 the other party ceases or threatens to cease trading; or
- 15.4.8 the other party fails to make any payment in accordance with the terms of the Contract.
- 15.5 Alcumus may terminate the Contract immediately forthwith by notice to the Supplier without liability if the Supplier fails to comply with any of the requirements in clause 8.18.

- 15.6 Upon termination of the Contract howsoever occurring:
- 15.6.1 the Supplier's right to access and/or use the Systems shall cease immediately;
 - 15.6.2 the Supplier's right to use the Verified Logo, if existing at the date of termination, shall cease immediately;
 - 15.6.3 the Supplier shall return or dispose any of Alcumus' Confidential Information and all copies thereof in accordance with Alcumus' instructions;
 - 15.6.4 the Supplier shall return to Alcumus the Verified Logo; and
 - 15.6.5 the Supplier shall remain liable to pay Alcumus any Charges outstanding and for any Services already performed prior to the date of termination.
- 15.7 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.
- 15.8 Following termination of the Contract, the Supplier may still appear on the Master List and/or any Approved List, but shall be shown as having 'cancelled status'.
- 15.9 Clauses 9, 10.2, 11.111, 12, 13, 15.6, 15.7, 15.8, 15.9 and 16 shall survive termination.
- 16 MISCELLANEOUS**
- 16.1 The Contract contains the entire understanding between the parties in connection with the matters herein contained and supersedes any previous agreements 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 16.116 shall exclude any liability in respect of misrepresentations made fraudulently.
- 16.2 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.
- 16.3 Alcumus may vary these Conditions from time to time on giving the Contractor at least 30 days' notice in writing.
- 16.4 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 Supplier.
- 16.5 The Supplier 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.
- 16.6 A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 16.7 Both parties shall comply, and shall ensure that each of their sub-contractors, 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 Services.
- 16.8 The Supplier 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 Services 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 Supplier to comply with this clause shall constitute a material breach of the Contract.
- 16.9 The Supplier agrees that it shall not at any time during the Term or for 6 months thereafter, 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-Supplier of Alcumus to perform services substantially similar to the Services.
- 16.10 Any notice under the Contract must be given in writing to the addresses specified by the parties from time to time, 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 date and time recorded).
- 16.11 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.
- 16.12 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.
- 16.13 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.